

## **ARTICLES OF AGREEMENT**

**ARTICLES OF AGREEMENT** made and executed at Pune this \_\_\_\_\_ day of  
\_\_\_\_\_ 2025.

### **BETWEEN**

I. **Mr. Chanddrakant S. Ghuley**, Age about 66 years, Occupation Business, residing at CTS No. 121/2, Final Plot 91/2, Jalsa Apartment Condominium, Prabhat Road, Pune 411004 (PAN: AALPG6376J) & (Aadhaar 8005 7419 7728) and hereinafter referred to as the “**OWNER/PROMOTER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their his heirs, executors, administrators)

.... OWNER/PROMOTERS

II. **M/s. KAMDHENU SPACES LLP**, a Limited Liability Partnership registered under the Limited Liability Partnership Act 2008, having its registered Office at Plot No. 72, D-II Block, Telco Road, Chinchwad, Pune 411019 (PAN : AASFK7833P) & (LLP Identification No. AAL-1878) and hereinafter referred to as the “**DEVELOPMENT MANAGER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include present partners, survivor or survivors of them and their heirs, executors, administrators, nominees and assigns) through its designated Partner Mr. Sahil Moti Milani, Age 33 years, Occupation : Business, residing at D-102, Runwal Regency, Opposite Sadhu Vaswani Mission, Camp, Pune 411001, (PAN : AUMPM3961E) (Aadhaar : 6796 5177 5080)

DEVELOPMENT MANAGER /  
.. OF THE ONE PART

**AND**

Mr./Mrs./M/s. \_\_\_\_\_, Age \_\_\_\_\_ years, PAN : \_\_\_\_\_,

Aadhaar: \_\_\_\_\_ residing at \_\_\_\_\_

Mr./Mrs. M/s. \_\_\_\_\_, Age \_\_\_\_\_ years, PAN : \_\_\_\_\_,

Aadhaar: \_\_\_\_\_ residing at \_\_\_\_\_

and hereinafter referred to as the "**ALLOTTEE/S**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators)

.. OF THE OTHER PART

WHEREAS the Owner/Promoter is seized of and well and sufficiently entitled to and in possession of all that piece and parcel of land bearing S. No. 80, Hissa No. 2/2, area admeasuring 00 Hectare 40 Ares out of an area admeasuring 03 Hectares 34 Ares lying and situate at Village Manjari Budruk, within the limits of Pune Municipal Corporation, Taluka Haveli, District Pune hereinafter referred to as the "said Land" and more particularly described in the Schedule IA hereunder.

AND WHEREAS the Owner/Promoter has entered into a Development Management Agreement dated 18/06/2024 duly registered at the Office of the Sub-Registrar Haveli No. 11 at Serial No. 10782/2024 with the Project Manager herein for development of the said land on the terms and conditions mentioned therein and accordingly the project envisaged is being developed in terms thereof.

AND WHEREAS an area admeasuring 932.07 sq. mtrs. out of the said Entire land is earmarked for 18-meter wide Road and consequently net plot area admeasuring 3067.93 sq.mtrs. out of the said entire land is the land being developed/ proposed/ intended to be developed by the Owners/ Promoters and shall hereinafter be referred to as the said "**Project Land**" and more particularly described in Schedule IB hereunder which the Owner/Promoter shall be solely entitled to all the remaining beneficial accruals of the said entire project land which may emanate therefrom in future.

AND WHEREAS the Pune Municipal Corporation (PMC) /Pune Metropolitan Regional Development Authority (PMRDA) has sanctioned the building layout and the plans for construction of the buildings for residential units on the said project land vide Commencement Certificate No. / Development Permission and Commencement Certificate No. DPO/ **1124/24-25/6199**, dated **11/10/2024**

AND WHEREAS the Hon'ble Collector of Pune, Revenue Branch vide order dated **27/11/20224** bearing No. **PRH/PMRDA/NA/SR/25/2024**, permitted non-agricultural use of the said Project land for residential/commercial purposes under Section 44 of the Maharashtra Lands Revenue Code, 1966.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Owner Promoter/ Development Manager being in possession of the said Project Land propose to construct and develop upon the Project land a Residential project named and styled as "**The Premia**" having

- i. Wing A1 & A2 comprising of Basement + Ground Floor + 15 (Fifteen) Habitable Floors + Recreational Floor, each consisting of 75 self contained residential units each wing making it a total of 150 self contained residential units and consuming an aggregate FSI/FAR of 14,629.50 sq. mtrs. along with a potential to construct upon/over the proposed building such additional upper floors as may be sanctioned as permissible.

AND WHEREAS the Owner Promoter/ Development Manager being in possession of the said Project Land propose to construct and develop upon the Project land a Residential project named and styled as "**The Premia**" currently having a sanction from Pune Metropolitan Regional Development Authority (PMRDA) has sanctioned the building layout and the plans for construction of the buildings for residential units on the said project land vide Commencement Certificate No. / Development Permission and Commencement Certificate No. DPO/1124/24-25/6199, dated 11/10/2024 as follows;

- i) Wing A1 comprising of Basement + Ground Floor + 1 (One) Habitable Floor, Wing A2 comprising of Basement + Ground Floor + 10 (Ten) Habitable Floors, each wing having self contained residential units and consuming an aggregate FSI/FAR of 5344.10 sq. mtrs. along with a potential to construct upon/over the proposed building such additional upper floors as may be sanctioned as permissible.

- ii) The Promoters propose to develop the common amenities proposed for the project on the top terrace of the proposed building/s, which shall be a common area available to all members/occupants of the building/project.

AND WHEREAS the Promoters have registered the Project under the provisions of the Act with the Maharashtra Real Estate Regulatory Authority bearing no **P52100077812**; authenticated copy is attached in Annexure 'F.'

AND WHEREAS the Allottee/s has/have applied for and pursuant to mutual negotiations and discussions is offered an Unit bearing number \_\_\_\_ on the \_\_\_\_ floor, (hereinafter referred to as the said "Unit") in the Building \_\_\_\_ of the Project named and styled as "**The Premia**" (hereinafter referred to as the said "Building") being constructed upon the said Project Land by the Promoters/Development Manager;

AND WHEREAS the Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

AND WHEREAS by virtue of the devolution of title /Development Management Agreement the Owner/Promoters/Project Manager (referred to as the Promoters)

respectively have the exclusive right to develop, construct & sell the Units in the said building/s to be constructed by the Promoters on the said Project Land and to enter into Agreement/s with the Allottee(s)/s of the Units and to receive the sale price in respect thereof;

AND WHEREAS on demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the said project land and the plans, designs and specifications prepared by the Promoter's **Architect M/s. SANS Architects Through AR. Amit Ekambe Reg. No. CA/2010/50662** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

Whereas the Promoter has appointed a **Structural Engineer DNA Consultants through Mr. Dinesh Nainani PMC LIC No. 663-A** for the preparation of the structural design and drawings of the building/s and the Promoter accepts the professional supervision of the Architect and the structural engineer till the completion of the building/s and the project

AND WHEREAS the Allottee hereby acknowledges that,

- i. the Promoters have disclosed all the necessary information at the time of booking by letter of allotment as well as by display at the site;
- ii. The Promoters have disclosed /given inspection of all the documents about title to the land, encumbrances, Search and Title Report.
- iii. The date of Delivery of possession of the Unit has been disclosed in clause 6 hereunder as well as the date of delivery of possession of the amenities detailed

in Annexure E hereunder and the facilities and common areas has been detailed in Schedule II are disclosed in Clause 6.

- iv. The disclosure regarding the utilization FSI, TDR according to sanctioned plans and future proposed plans are detailed in recitals above.

AND WHEREAS the Owner/Promoter herein hold the ownership rights and title of the said Project Land and the facts and circumstances pertaining to the vesting of such rights of entitlement of the Owner/Promoters are set out / disclosed in the Certificate of Title dated **04/06/2024** issued by the Promoter's Advocates', **Adv. Madhukar Kokane**, a copy whereof is annexed hereto as **Annexure "A"**;

AND WHEREAS the authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoters to the said Project Land on which the Units are constructed or are to be constructed have been annexed hereto and marked as **Annexure "B"**.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure "C-1"**.

AND WHEREAS the authenticated copies of the plans of the building/s / Layout as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure "C-2"**.

AND WHEREAS the authenticated copies of the layout plan of the Unit agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed hereto and marked as **Annexure “D”**.

AND WHEREAS the Promoter has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The Promoter shall have right to change, amend and revise the sanctioned layout plans, construction plans as per the annexed proposed layout plan to this Agreement as an **ANNEXURE “C2”**, but without disturbing the area and the location of the said apartment, the Promoter shall have right to change, amend and revised the said proposed layout plan, the proposed construction plans and get the same sanctioned so as to consume/utilize the total potential of the project and in that event no permission from the Purchaser/s is required.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said project land and the said building and upon due observance and performance of which only the completion or occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoters have accordingly commenced construction of the said building/s in accordance with the said proposed sanctioned plans.

AND WHEREAS the carpet area of the Unit in the Project shall mean the net usable floor area of an Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Unit.

Explanation : The carpet area stated herein includes the area covered by the internal partition walls would mean walls which may be constructed of reinforced cement concrete (RCC) or plain concrete, plain bricks, reinforced bricks, clay terracotta, drywall concrete or any material and shall include as those being walls that are the partition within the internal area of the Unit and also include the areas covered by the internal columns attached to the walls / pillars.

For the purpose of this clause the exclusive balcony/ terrace/ verandah as the case may be which is appurtenant to the net usable area of an Unit meant for the exclusive use of the Allottee/s.

AND WHEREAS, the Parties hereto relying on the respective confirmations, presentations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS prior to the execution of these presents the Allottee/s has/have paid to the Promoters a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only),

being part payment of the sale consideration of the Unit agreed to be sold by the Promoters to the Allottee as / Earnest Money Deposit / (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

**AND WHEREAS**, in terms of the provisions of Section 13 of the said Act the Promoters are required to execute a written Agreement for sale of said Unit with the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

**AND WHEREAS**, That the Promoter hereby discloses that he will obtain project loan / finance from bank / financial institutions for the said project on the said property at any point of time during the development of the project. The Promoters will continue to take the project finance for the completion of phases / buildings in the said project without disturbing the rights of the unit purchaser.

**AND WHEREAS**, The Promoter/ Promoter has made the Purchaser/s aware that the road area that is to be handed over to the government authorities or developed by the Promoter might shift in the project and the Purchaser/s hereby gives his / her / their permission for the same.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee hereby agrees to purchase the Unit.

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

1. The Owner Promoter/ Project Manager shall construct and develop a Residential project named and styled as "**The Premia**" having Wing A1 & A2 comprising of Basement + Ground Floor + 15 (Fifteen) Habitable Floors + Recreational Floor, each consisting of 75 self contained residential units each wing making it a total of 150 self contained residential units and consuming an aggregate FSI/FAR of 14,629.50sq. mtrs. along with a potential to construct upon/over the proposed building such additional upper floors as may be sanctioned as permissible.

AND WHEREAS the Owner Promoter/ Development Manager being in possession of the said Project Land propose to construct and develop upon the Project land a Residential project named and styled as "**The Premia**" currently having a sanction from Pune Metropolitan Regional Development Authority (PMRDA) has sanctioned the building layout and the plans for construction of the buildings for residential units on the said project land vide Commencement Certificate No. / Development Permission and Commencement Certificate No. DPO/ 1124/24-25/6199, dated 11/10/2024 as follows;

- i) Wing A1 comprising of Basement + Ground Floor + 1 (One) Habitable Floor,
- ii) Wing A2 comprising of Basement + Ground Floor + 10 (Ten) Habitable Floors, each wing having self contained residential units and consuming an aggregate FSI/FAR of 5344.10 sq. mtrs. along with a potential to construct upon/over the proposed building such additional upper floors as may be sanctioned as permissible.

on the said project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications, which may adversely affect the Unit of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

1(a)

- (i) The Allottee/s hereby agree/s to purchase from the Owner/Promoters and the Owner/Promoters hereby agree to sell to the Allottee/s Unit No. \_\_\_\_\_ of the type \_\_\_\_\_ of carpet area admeasuring \_\_\_\_\_ sq. mtrs., on the \_\_\_\_\_ floor in the building No. \_\_\_\_\_ of the project named and styled as "**The Premia**"(hereinafter referred to as "the Unit") and described in Schedule "A" attached hereto alongwith the usable floor area of the enclosed balcony admeasuring \_\_\_\_\_ sq. mtrs. / and attached exclusive balcony admeasuring \_\_\_\_\_ sq. mtrs as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2/ D for the lump sum consideration of Rs. \_\_\_\_\_/- inclusive of the proportionate price of the common areas and facilities appurtenant to the Unit, the nature, extent and description of the common/ areas and facilities which are more particularly described in the Second Schedule annexed herewith.

- (ii) The Allottee/s hereby agree/s to receive allotment from the Owner/Promoters and the Owner/Promoters hereby agree to allot to the Allottee/s **Covered/Open/Stack** parking spaces at **basement / stilt level for \_\_\_\_(qty)** **car/bike** parking unit bearing No/s. \_\_\_, admeasuring 9.68 to 12.5 sq. mtr. having 4.5 to 5 mtr. length X 2.15 to 2.5/ 1 mtr. breadth X 2.5 mtr. vertical clearance being constructed in the layout.
- (iii) As the purchaser has not opted for Covered Parking Space and at the request of the Purchaser, the Promoter hereby permits the Purchaser to use the Open Car Parking Space hereto within the Project Layout. The allocation of these spaces shall be at the sole discretion of the Promoter and the Purchaser hereby agrees to the same. The Purchaser is aware that the Promoter has in the like manner allocated / shall be allocating other car parking spaces to other purchasers of the units in the Building and in the Project and undertakes not to raise any objection in that regard and the rights of the Allottee/Purchaser to raise any such objection shall be deemed to have been waived. The Allottee/Purchaser hereby further warrants and confirms that the Allottee/Purchaser shall, upon formation of the Legal Entity of Allotees/ Society and / or execution of conveyance, as contemplated herein, cause such Legal Entity of Allotees/ Society to confirm and ratify and shall not permit the Ultimate Organisation to alter or change the allocation of Car Parking Spaces in the manner allocated by the Promoter to the various purchasers (including the Purchaser herein) of the units in the Building and the Project. The promoter has not charged anything from the allottee for the said Car Parking Space and it has been done by the promoter solely with intention to avoid any future complications that may arise between the allottees.

1(b) The Allottee/s hereby agree and affirm that he/she/they have no objection to the allocation of the open parking space to him/her/them and/or to the other Allottees in the said project subject to the applicable rules & regulations as may eventually be framed and implemented by the Association of Allottees with reference thereto.

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as advance payment or application fee and hereby agrees to pay to that Owner/Promoter the balance amount of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) is payable to the Owner/Promoters in the following manner :-

Payment Schedule		
Stages	% Payment	Amount
On Booking	10%	-
On /after execution of Agreement	20%	-
On completion of Plinth of the building in which the said Unit is located	15%	-
On completion of 1 <sup>st</sup> slab	5%	
On completion of 4 <sup>th</sup> slab	5%	
On completion of 7 <sup>th</sup> slab	5%	
On completion of 10 <sup>th</sup> slab	5%	
On completion of 13 <sup>th</sup> slab	5%	
On completion of the walls, internal plaster, floorings doors and windows of the said Unit	5%	
On completion of the, staircases, lift wells, lobbies upto the floor level of the said Unit	5%	

On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Unit is located	5%	
on completion of the , water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Unit is located	10%	
against and at the time of handing over of the possession of the Unit to the Allottee/s on or after receipt of occupation certificate or completion certificate	5%	-
<b>Total</b>	<b>100%</b>	-

**IT IS EXPRESSLY AGREED THAT FOR EACH OF THE PAYMENTS PAYABLE TO THE OWNER/PROMOTER ON ANY ACCOUNT WHATSOEVER, TIME IS THE ESSENCE OF THE CONTRACT.**

It is made clear and agreed by and between the parties hereto that the Promoters/Owners shall not be bound to follow the chronological order of any of the above said stages/installments and that the Promoters/Owners shall be completely at liberty to choose the chronology of the respective stages of the construction. The Promoters/Owners are also entitled to merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment.

1(d)i. As the agreed sale price of the said Unit is more than Rs.50,00,000/-, the Allottee/s herein shall be obliged to deduct "TDS" @1% and make payment of the same to the Income Tax Authorities and the Promoters herein shall be eligible to receive credit for such TDS deduction.

1(d)ii. Provided however that any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law/s or future modifications/enactments while making payment towards the consideration payable to the Promoters under this Agreement shall be acknowledged / credited to the Allottee/s account by the Promoters only upon the Allottee/s duly submitting the original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. AND Provided further that at the time of handing over the possession of the Unit, if any such certificate is/has not been so produced/provided by the Allottee/s, the Allottee/s shall be obligated to tender / pay to the Promoters an equivalent amount as interest free deposit to the Promoters, which deposit shall be refunded by the Promoters on the Allottee/s duly furnishing such certificate within 4 months of the date of possession and in the event the Allottee/s fails to furnish such certificate within the stipulated period of 4 months the Promoters shall be entitled to appropriate the said Deposit against the amount receivable from the Allottee/s and the Allottee/s shall have no claim thereupon thereafter.

1(d)iii It is confirmed by the Allottee/s that the Promoters have taken all requisite permissions, sanctions and approvals from the Competent Development Authorities under the prevailing Laws/ Rules and accordingly they have commenced the construction and development works. It is conveyed by the

Promoters to the Allottee/s that the construction work of the said Unit is required to be completed by the Promoters, by using and utilizing the consideration payments and other charges agreed to be paid by the Allottee/s, strictly in terms of and in accordance with the Payment Schedule under this Agreement. On completion of the specified stage of construction, the Promoters shall raise the payment demand letter to the Allottee/s, as prescribed in this Agreement and which shall be sent/forwarded to Allottee/s via recorded dispatch. The prescribed period for payment of required amounts shall be 15 days from receipt of such payment demand letter by any medium of recorded dispatch/email. Any period of delay beyond these 15 days shall be considered as delay on part of Allottee/s for paying the due consideration amounts. It is also understood by the Allottee/s that it is his/her/their sole obligation and lawful duty to pay the agreed consideration, strictly as per prescribed schedule, as it is well understood by the Allottee/s that non-payment of agreed consideration on agreed time may delay the construction work schedule. The date of possession mentioned in clause 7 hereunder in this Agreement is completely based upon the timely payment by the Allottee/s, along with all the applicable charges and taxes. It is therefore acknowledged and agreed by the Allottee/s that any delay in payment of any prescribed payment schedule shall automatically postpone the period of possession by period of delay in payment on part of the Allottee/s and the Allottee/s shall be solely liable for the consequences of delay in construction arising there from and in such case the Allottee/s shall be solely responsible for reimbursing such damages thereby suffered by the Promoters.

- 1(e) 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 Owner/Promoters undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Owner/Promoters 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 Allottee/s, which shall only be applicable on subsequent payments.

- 1(f) The Owner/Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Owner/Promoters. If there is any reduction in the carpet area within the defined limit then Owner/Promoters shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Owner/Promoters shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
  
- 1(g) The Allottee authorizes the Owner/Promoters 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 Owner/Promoters may in their sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Owner/Promoters to adjust his payments in any manner.

2.

- 2.1 The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Allottee/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the Unit. The Allottee shall thereafter be obligated to adhere to all terms and conditions of user imposed therein.
- 2.2 Time is of essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the Unit to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Owners/Promoters hereby declare that the Floor Space Index available as on date in respect of the said project land is **14629.50** sq. mtrs. only and Promoters

have planned to utilize Floor Space Index of **9285.4** sq. mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI / ancillary FSI as permissible in the Unified Development Control and Promotion Regulation for Maharashtra state 2020 or any increased FSI which may be available in future on modification to Unified Development Control and Promotion Regulation for Maharashtra state 2020 which are applicable to the said Project. The residual FAR (FSI) in the Project land/Entire Project Land not consumed will be available to the Owners/Promoters only. It is further expressly agreed by and between the parties that if the permitted Floor Space Index or density is not consumed in the buildings being put-up and / or at any time further construction on the said Project Land on the higher floor is allowed, the Promoters shall also have the right to put additional storeys and / or consume the balance Floor Space Index in any manner the Owners/Promoters may deem fit either on the said Project Land and /or any other land of the Owners/Promoters, subject, however to the necessary permission of the concerned local authorities in that behalf and same is allowed to be dealt with or disposed off in the manner the Owners/Promoters choose. The Owners/Promoters have accordingly disclosed the Floor Space Index of **14629.5 sq mtr** as proposed to be utilized by him on the said Project Land in the said Project and Allottee/s has/have agreed to purchase the said Unit based on the proposed construction and sale of units to be carried out by the Owners/Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Owners/Promoters only.

4.

4.1 If the Promoters fail to abide by the time schedule for completing the project and handing over the Unit to the Allottee, the Promoters agree to pay to the Allottee,

who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. Reciprocally the Allottee (without prejudice to the Promoters' other rights and remedies for the Allottee's default) agrees to pay to the Promoters interest at the rate of then prevailing State Bank of India Marginal Cost of Lending Rate (MCLR) plus 2% (two percent) per annum on all the amounts which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoters.

- 4.2 Without prejudice to right of Promoters to charge the interest in terms of sub clause (4.1) above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three (3) defaults of payment of installments, the Promoters shall be entitled at their own option, to terminate this Agreement:

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee/s by Registered Post AD at the address provided by the Allottee/s and/or email at the email address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee subject to adjustment and recovery of an agreed liquidated damages of an amount equivalent to 2% of the agreed sale / purchase price of the said Unit (which shall stand forfeited) and to refund the balance without interest (deducting the applicable Stamp Duty, GST, Government levies and relevant administrative charges therefrom) which may till then have been paid by the Allottee/s within a period of thirty days of the termination upon the execution of necessary writings and deed of cancellation by the Allottee.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lift with particular brand, or price range (if unbranded) to be provided by the Promoters in the said building and the Unit are those that are set out in Annexure 'E' annexed hereto.

6. The Promoters shall give possession of the Unit to the Allottee/s on or before the **31<sup>st</sup> day of December 2028**. The common amenities of the project "The Premia" shall be completed and handed over to the said Association of Allottees upon /simultaneously with the completion of the entire project. If the Promoters fail or neglect to give possession of the Unit to the Allottee/s except on account of reasons beyond their control and that of their agents, i.e. force majeure circumstances, by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the Unit with interest at the same rate as may mentioned in the clause 5 hereinabove from the date the Promoters received the sum till the date the amounts and interest thereon is repaid. Notwithstanding anything

contained to the contrary hereinabove the Promoters shall at their option be entitled to complete and deliver the possession of the Unit to the Allottee/s prior to the aforesaid scheduled date and the Allottee/s shall not be entitled to deny or disclaim the same on any grounds.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of building in which the Unit 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.

7.

- 7.1 Procedure for taking possession - The Promoters, upon obtaining the occupancy certificate from the competent authority shall offer the possession of the Unit to the Allottee/s in writing within 7 days of receiving such occupancy certificate of the Project and upon the entire payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Unit to the Allottee/s in terms of this Agreement to be duly taken by the Allottee within 15 days from the date of issue of such notice. The Promoters agree and undertake to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottees, as the case may be.

- 7.2 The Allottee shall take possession of the Unit within 15 days of the Promoters giving written notice to the Allottee intimating that the said Units are ready for use and occupation.
- 7.3 Failure of Allottee to take Possession of Unit: Upon receiving a written intimation from the Promoters as per clause 7.1, the Allottee shall take possession of the Unit from the Promoters by tendering the balance unpaid consideration and all the dues in terms of the contract and duly execute necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Unit to the Allottee/s. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall without prejudice to the Promoters' other rights and remedies for default on the part of the Allottee, continue to be liable to pay maintenance charges as applicable along with interest on the outstanding amounts payable by the Allottee against possession.
- 7.4. If within a period of five years from the date of handing over the Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Unit or the building in which the Unit are situated or the material used therein, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect or change. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory

Authority, be referred for decision to Adjudicating Officer appointed under section 71(1) of the Real Estate (Regulation and Development) Act 2016.

Provided however notwithstanding the above it is agreed between the parties that:

(i) The Allottees' of the units in the building/wing shall not carry out any alterations of whatsoever nature in the said Unit /building and in specific the structure of the said Unit / building of the said Project/ Scheme which shall include but not be limited to columns, beams etc. or in the fittings therein, particularly if it is hereby agreed that the Allottee/s shall not make 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 seepage of water. If any of such works are carried out without the written consent of the Promoters, the defect liability on the part of the Promoters shall automatically become void and stand extinguished. The word defect herein shall mean only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoters, and shall not mean and include defect/s caused by normal wear and tear and/or by the negligent use of the Unit/s by the respective Allottee/s/Occupants, vagaries of nature etc.

(ii) That it shall be incumbent upon the Allottee/s to maintain his/ her/ their Unit in a diligent manner and take all due care necessary for the same including but not limited to the regularly filling of the joints in the tiles fitted in his/her/their Unit with white cement/ epoxy or appropriate material to prevent water seepage, etc.

Further where the manufacture warranty as shown by the Promoters to the Allottee/s expires before the stipulated defect liability period and such warranties are covered under the maintenance of the said Unit /building and should the annual maintenance contracts not be renewed by the Allottee/s and/or Association of Allottee/s the Promoters shall not be responsible for any defects occurring due to the same.

(iii) That the Project/Scheme as a whole has been conceived, designed and constructed based on the commitment and warranties given by the Vendors/ Manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it to be sustainable and proper working condition to continue warranty in both the Units and the common project amenities wherever applicable.

(iv) That the Allottee/s has/have been made aware and the Allottee/s expressly agree/s that the regular wear and tear of the unit/building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to substantial variation in temperature and which do not amount to structural defects and hence cannot be attributed to either faulty workmanship or structural defect.

(v) It is further expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a Nominated Surveyor who shall inspect and assess the same and shall thereupon submit a written report to signify the defects in materials used in the structure of the Unit/building built and in the workmanship executed keeping in mind the aforesaid terms agreed upon.

8. The Allottee/s shall use the Unit or any part thereof or permit the same to be used only for purpose of residence only. He shall use the parking space only for purpose of keeping or parking the Allottee's own vehicle.

9. The Allottee along with other Allottee(s) of Units in the building shall join in forming and registering the Condominium, Society or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Condominium, Society or Limited Company and for becoming a member, including the bye-laws of the proposed Condominium or Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register the common organization of Allottees. No objection shall be taken by the Allottee if any changes or modifications are made in the Deed of declaration, draft bye-laws, or the Memorandum and/or Articles of Association either for contractual, administrative, logistic or factual correction or as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1. The Promoters shall, as aforesaid, for the formation and registration of the said legal entity (Association of Allottees) comprising of (at the discretion of the Promoter) a Condominium of the Apartment/Unit holders or a Co-operative Housing Society or a limited Company or any other legal entity of Allottees for said buildings, submit the application in that behalf to the Registrar for registration of the Co-operative Societies under the respective applicable laws i.e. the Maharashtra Apartment Ownership Act,

1970 or Maharashtra Co-operative Societies Act, 1960 or the Companies Act, 2013 or any other Competent Authority as the case may be, within three months from the date on which 51% (fifty one per cent) of the total number of Allottees in such buildings, have booked their Unit.

9.2 The Promoters shall convey/lease the said Project Land and the buildings thereon with absolute, clear and marketable title thereto (subject to their right to dispose of the remaining unsold units, if any and to receive entire consideration in respect thereof) in favour of the said Co-operative Housing Society/Limited Company/ Legal Entity, within three months from the date of issue of occupancy certificate to the last Unit of the last building.

The Association of Allottee/s is obliged without charge or consideration to admit all such Allottee/s of unsold units sold/transferred by the Promoters in the said Project.

9.3. Within 15 days after notice in writing is given by the Promoters to the Allottee that the unit is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the unit) of outgoings in respect of the said Project Land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Project Land and building/s. Until the Condominium, Society or Limited Company is formed and the said Project Land and the structure of the building/s are transferred to it, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share

is so determined the Allottee shall pay to the Promoters provisional monthly contribution evaluated at **Rs.5.60 Per Square Feet - per month plus Goods and Service Tax**, 2016 as applicable towards the outgoings in advance for **12** months. On or before taking possession of the said Unit, the Allottee/s shall deposit as and by way of **corpus fund** with the Promoter a lump sum of **Rs. 50,000/ (Rupees Fifty Thousand Only)**. The said deposit and/or interest thereon will be utilized by the Promoter, if required, for defraying costs of maintenance, repair and upkeep of the Common Areas and Facilities of the said Project till handing over of the said Land and Building to the Condominium, Society or a limited company. On completion of the said Project conveyance of the Project to the Condominium, Society or a limited company., the Promoter shall transfer the said deposit amount or the balance thereof, as the case may be, to the said Condominium, Society or a limited company. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until the conveyance/transfer of the Project Land and the structure of the buildings are executed in favour of the Condominium, Society or a limited company as aforesaid. On such conveyance/transfer of the Project Land and the structures of the buildings the aforesaid balance of the amount if any remaining (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Condominium, Society or the Limited Company, as the case may be. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly after 12 months on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the Promoters to terminate this agreement in accordance with the terms and conditions contained herein.

10. The said unit is agreed to be sold subject to :

- 10.1. Any scheme or reservation affecting the said Project Land or any part or parts thereof made or to be made by any Authority concerned including the terms covenants stipulations and conditions contained in the Agreement/s relating to the said Project Land.
- 10.2. Its present permitted user as residential and/or other permissible users.
- 10.3. Any relevant and necessary covenants as may be stipulated by the Promoters/Owners for the more beneficial and optimum use and enjoyment of the said project land (i.e. the said Project Land together with the buildings thereon) in general and for the benefit of any class of holders of any unit/s and other unit/s as the case may be or any part thereof including the absolute and irrevocable right of the Promoters/Owners to exclusively and absolute use and utilize as above enumerated the benefit of any enhanced FSI/FAR or to absorb and consume the TDR rights acquired on any portion/s of the said Project Land.
- 10.4. All rights of water, drainage, water course, light and other easement and quasi or reputed easements and rights of adjoining land Owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The Promoters/Owners shall not be required to show the creation of or define or apportion any burden.

10.5. All the covenants and conditions ensuring for the benefit of the person/s as contained in the Agreement/s made between them and/or the Promoters/Owners, the said Order/s passed under the Ceiling Act, Order of layout and/or sub-division relating to the said Project Land, Order of conversion and all terms and conditions stipulated by the Promoters/Owners in respect of the common areas and facilities and amenities to be provided for the benefits of the said project land or any part/s thereof.

10.6 The Promoters have duly intimated to the Allottee/s that as per prevailing Development Control Rules and Regulations, mandatory REFUGE AREAS are marked in each Building and the said spaces are kept open for assembly of all residents from floors from the building in case of unexpected accidental or troublesome incidences or casualty. Such assembly areas / points are at all times required to be kept open and unoccupied by all Allottees, including Allottee/s under this Agreement. The Allottee/s along with other Allottees shall maintain these spaces at their own responsibility and efforts. Immediately after formation of the association of allottees and / or after formation of the Ad-HOC Body / Management Body for the said condominium /association / society, the responsibility of management and maintenance of these spaces shall vest upon the association of allottees / society and such Association of Allottees shall be solely responsible to manage and maintain the spaces at their own cost, responsibility and risks, without making the Promoters anyway liable or responsible for the same. No Allottee is allowed or permitted to dump or store any material in these areas and the Refugee Areas of prescribed floors from the said Building has to be vacant and open for all time.

10.7 The Allottee is aware that the construction of the upper storeys and certain common amenities and facilities will be done in the said Project. The Owner/Promoter has reserved its rights to use all driveways, side margins, entrances, exists etc for carrying out construction work of the said Entire Project, till its full completion. The Allottee undertakes that he/she shall not obstruct the progress of the construction of the building/s or any part thereof in any manner and shall not raise any objection on whatsoever ground including dust, noise, pollution, or annoyance that may be caused due to such construction and he/she shall not hinder the use of the access roads, open areas etc. for completing such constructions.

10.8. The Promoters have intimated the Allottee/s that the project may at the Promoters discretion and in view of certain sanctions in respect of the additional upper floors in each of the building/s being constructed and/or proposed to be constructed will receive sanctions from time to time and thereupon be duly implemented accordingly. The Allottee/s are aware and agree that they shall not interfere or hinder in the said development and shall indemnify and keep harmless the Promoters from and against any loss or damage suffered by the Promoters as a consequence of the Promoters being denied or deprived of such lawful and legitimate rights.

10.9. The said Unit shall be subject to all the following conditions: (each/either applicable in the context of the specific sale)

- a. The access to the individual Units shall be as per the sanctioned plan and/or revised plan from time to time.

- b. Air- Conditioners shall be fixed in the space provided by the Architect of the Promoters/Owners and location of the air-conditioners shall be restricted to the above-mentioned space only.
- c. No sign board/s, neon sign boards or electronic board/s will be permitted to be displayed in any place in the compound or in any of the open space or on the top of any building/s, as all such open spaces.
- d. The Construction of chimneys, hanging telephone wires and broadband connections, electric connections, connections for computer devices which require external wiring cables, lines, dish antennas will not be permitted to be installed except in the manner prescribed by the Promoters/Owners in writing.
- e. The said Unit shall solely be utilized for the purpose of permitted legal use only and no other activity of any kind would be permitted therein and he/she/they shall use the open /sheltered /covered parking space as herein allotted only for purpose of keeping or parking the Allottee's own vehicle viz car/2 wheeler. It is specifically made clear that any 3-wheelers/tempo/commercial vehicle of any kind, shall not be parked in the said residential parking area;
- f. The installation of any grills or any doors shall only be as per the form prescribed by the Promoters/Owners Architect in writing.

- g. The Promoters/Owners shall, in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement have first lien and charge on the said Unit agreed to be purchased by the Allottee/s.
- h. No clothes shall be hung out for drying by the purchaser/s except within the Service Terrace/ Service Balcony.

11. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts :-

- (i) Rs. 600/- for share money, application entrance fee of the Condominium, Society or Limited Company.

12. At the time of registration of conveyance or Lease of the Project Land and structure of the buildings, the Allottee shall pay to the Owners/Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Condominium, Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the Project land and structure of the said Buildings.

13. All the liability of GST or other levy /cess applicable or imposed by any government authority on this contract shall be entirely borne and paid/reimbursed by the Allottee/s to the Promoters/Owners immediately on demand, time being of the essence. The Allottee/s shall make payment of GST and/or other tax applicable to the said Unit as and when it becomes due and payable at the rate prescribed by Law from time to time to the Owners/Promoters who shall thereupon make payment of the same to the Government as prescribed by Law. If, however, at any time hereafter, the rates of GST are increased or decreased by the Government, the amount payable by the Allottee/s to

the Owners/Promoters under this Clause shall vary accordingly. In addition to the above, the Allottee/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge if any applicable such as / levy/ welfare or any fund / betterment tax /as are or as may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Unit by the Owners/Promoters to the Allottee/s before or after taking the possession of the said Unit as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Allottee/s shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Owners/Promoters, the Allottee/s shall be liable to reimburse the same together with interest accrued thereon to the Owners/Promoters and the Allottee/s hereby agree to indemnify and keep indemnified the Owners/Promoters from or against all loss or damage suffered or incurred by the Owners/Promoters as a result of non-payment by the Allottee/s of any such taxes, duties etc..

#### **14.1 REPRESENTATIONS AND WARRANTIES OF THE OWNER/PROMOTERS**

The Owner/Promoters hereby represent and warrant to the Allottee as follows:

- i. The Owner/Promoters have clear and marketable title and/ or stake/ development rights with respect to the said Project Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Project Land and also has actual, physical and legal possession of the said Project Land for the implementation of the Project;
- ii. The Owner/Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall

obtain requisite approvals from time to time to complete the development of the project;

- iii. There are no encumbrances upon the said Project Land or the Project except those disclosed herein and/or in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said 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 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 shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building and common areas;
- vi. The Promoters have the right to enter into this Agreement and have 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 Promoters have 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 said Project Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement;

- viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the Project Land and building thereon to the Association of Allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. Notwithstanding anything contained to the contrary herein it is hereby agreed by and between the parties and confirmed by the Allottee/s that the common areas, facilities and amenities situated in the project land are for the common use and enjoyment of all the Allottees in the project (save as otherwise specifically restricted to the contrary) and accordingly the said common areas, facilities and amenities will stand transferred to the Association of Allottees on completion of the entire project.
- xi. The Promoters have 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 upto 15 days of the date of receipt of the Completion Certificate/ Occupation Certificate as the case may be.
- xii. 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 Project Land) has been received or served upon the Promoters in respect of the said Project Land and/or the Project except those disclosed in the title report.

14.2 The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoters as follows :-

- i. To maintain the Unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is situated or staircase or any passages which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to utilize common areas, passage areas, ducting etc. for any kind of storage purpose which may or may not create obstruction to other Unit Allottee/s.
- iii. Not to store in the Unit 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 Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the

building in which the Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iv. To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s provided that for the defect liability period such repairs shall be carried out by the Unit Allottee/s with the written consent and the supervision of the Promoters and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- v. Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of civil work or whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the 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 Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without the prior written permission of the Promoters and/or the Society or the Limited Company or Condominium of Unit Holders.

- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project Land and the building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said Project Land and the building in which the Unit is situated.
- viii. Without prior approval from all sanctioning authorities as well as the Promoters not to join two adjacent units and not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature contrary to the sanctioned plans in or to the structure or construction of the said Unit.
- ix. Not to make any demand to change the existing plans and/or any changes in the plan of the premises annexed herewith. The Promoters/Owners shall not refund any amount for deleting items of specifications and amenities on request of the Allottee/s.

- x. Pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or for giving water, electricity or any other service connection to the building in which the Unit is situated. Such deposits will lie with the Promoters interest free for the utilization of above purposes.
- xi. To bear and pay applicable and any increase in local taxes, water charges, electricity, meter deposit, transformer charges, insurance and such other levies or betterment charges, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, either due to any change or amendment in the law or on account of change of user of the Unit by the Allottee/s to any purposes other than for purpose for which it is sold. Such amount until utilization shall lie as interest free deposits with the Promoters.
- xii. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee/s to the Promoters under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have intimated in writing to the Promoters and obtained the written consent of the Promoters for such transfer, assign or part with the interest etc.
- xiii. The Allottee/s shall observe and perform all the rules and regulations which the Condominium, Society or the Limited Company 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 Units 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 Allottee shall also observe and perform all the stipulations and conditions laid down by the Condominium/Society/Limited Company regarding the occupation and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xiv. Till a conveyance of the Project Land and structures of the buildings in which Unit is situated or the Deeds of Unit (as the case may be) is executed in favour of Condominium/Society/Limited Society, the Allottee/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xv. The Promoters shall be liable to pay only the Municipal Taxes, as actual, in respect of the unsold Units and other premises in their possession. As the unsold units will remain locked, unused and unoccupied, the Promoters for these unsold units shall pay to the Condominium of Apartment Holders/Association of the Allottees /Society the token sum of Rs. 11/- (Rupees eleven only) per month towards the non-occupancy charges and other outgoings in respect of the unsold units till such time as

they are sold and disposed off whereafter the prospective Allottee will undertake the liability of all such future payments thereof.

- xvi. Any delay tolerated or indulgence shown by the Promoters/Owners in enforcing the terms of this agreement or any forbearance or giving of time to the Allottees by the Promoters/Owners shall not be construed as a waiver on the part of the Promoters/Owners or any breach or non-compliance of any of the terms and conditions of this agreement by the Allottees nor shall the same in any manner prejudice the right of the Promoters/Owners.
- xvii. On notification being issued by the Government to that regards, the Promoters/Assignors shall obtain forthwith the insurances in respect of the (i) title of the said Project land and building and (ii) construction of the project and shall pay the necessary premiums and charges thereto.

15. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. The Allottee/s hereby irrevocably consent/s and authorize/s the Promoters/Owners to represent him/her/them in all matters regarding property tax assessment and reassessment before the concerned Municipal Authorities and decisions taken by the Promoters/Owners in this regard shall be binding on the

Allottee/s. The Promoters/Owners may till the execution of the Final Conveyance Deed represent the Allottee/s and his/her/their interest and give consent, NOC's and do all the necessary things in all departments of Municipal Corporation, Collectorate, Road, Water, Building Tax Assessment departments, Government & Semi-Government, M.S.E.D.C.L., U.L.C. officials, etc. on behalf of the Allottee/s and whatever acts so done by the Promoters/Owners on behalf of the Allottee/s shall stand ratified and confirmed by the Allottee/s.

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 units and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said Project Land and the structure of the buildings are transferred to the Society/Limited Company or other body as hereinbefore mentioned.

18. In the event any portion of the Project Land is being required by any utility service provider for installing any electric sub-station / transformer / gas bank machinery, plants, buildings or for access to any of the areas acquired /surrendered by the Promoters and/or the Owners for availing of FSI/FAR etc. the Promoters shall be entitled to transfer such portion to the said utility / service provider or any other body for such purpose on such terms and conditions as the Promoters deem fit and/ or as per the requirement of such utility / service provider or as per applicable law / rules / regulations. The Allottee/s/ said Limited Company/ Society / legal entity shall not be entitled to raise any objections in this regard.

19. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE :

After the Promoters execute this Agreement he shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Unit.

20. COST OF PROVISION OF WATER TO THE SAID BUILDING:

As mentioned above, the said Project Land is situate within the limits of the Municipal Corporation and, in the circumstances, the Municipal and Planning Authority is the said Corporation. However, at the time when the Owners/Promoters submitted the building layout and building plans in respect of the said Project Land for sanction to the Municipal Corporation, the Municipal Corporation has, as a pre-condition for grant of such sanction, required the Owners/Promoters to submit an undertaking stating that it shall be the responsibility of the Owners/Promoters to make provision of supply of water to the Project to be implemented on the said Project Land and which undertaking has been taken by the said Corporation from the Owners/Promoters. The Owners/Promoters shall at the appropriate time, make application to the Municipal Corporation for Municipal water connections of the requisite capacity for the said Project and the Owners/Promoters shall make payment of the necessary charges in respect of such water connections to the said Corporation. However, until such time as such Municipal water connections are provided by the Municipal Corporation and the same become operational and until such time as the Municipal water supply through such connections is adequate for the needs of the Allottees/ occupants of units in the said Project, the Owners/Promoters propose to procure water for the requirement of the

holders/ occupants of units in the said Project through water tanker agencies and other sources. All costs, charges and expenses for provision of such water to the said Project are to be borne and paid by the Allottees of units in the said Project on a pro-rata basis. Such cost of provision of water to the said Project shall be deemed to be part of the expenses and outgoings of the Common Areas and Facilities of the said Project. In the circumstances, from out of the amounts contributed by the Allottee/s herein and the Allottee of other units in the said Project towards the expenses and outgoings of the Common Areas and Facilities of the said Project, the Promoters shall defray the costs of making provision for water.

#### **21. BINDING EFFECT :**

Forwarding this Agreement to the Allottee/s by the Promoters do not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s 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 Promoters. If the Allottee(s) fails to execute and deliver to the Promoters 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 Promoters, then the Promoters 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, application of the Allottee 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.

**22. 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 unit /building, as the case may be.

**23. RIGHT TO AMEND:**

This Agreement may only be amended through written consent of all the Parties hereto.

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON 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 Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

**25. ANTI-MONEY LAUNDERING**

The Allottee/s hereby declare(s), agree(s), and confirm(s) that the monies paid/payable by the Allottee/s under this Agreement towards the said Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any

other statutory authority passed from and/or amended from time to time (collectively "Anti Money Laundering"). The Allottee/s further declare(s) and authorize(s) the Promoters to give personal information of the Allottee/s to any statutory authority as may be required from time to time. The Allottee/s further affirms that the information /details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Allottee/s further agree(s) and confirm(s) that in case the Promoters become aware and/or in case the Promoters is notified by the statutory authorities of any instance of violation of Anti-Money Laundering, then the Promoters shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Allottee/s shall not have any right, title or interest in the said Unit neither have any claim/demand against the Promoters, which the Allottee/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Allottee/s shall be refunded by the Promoters to the Allottee/s in accordance with the terms of this Agreement only after the Allottee/s furnishing to the Promoters a no objection /consent letter from the statutory authorities permitting such refund of the amounts to the Allottee/s.

#### 26. 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.

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

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the unit to the total carpet area of all the units in the Project.

**28. FURTHER ASSURANCES:**

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

**29. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoters through their authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee/s, in Pune after the Agreement is duly executed by the Allottee/s and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar Pune. Hence this Agreement shall be deemed to have been executed at Pune.

30. The Allottee and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

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

\_\_\_\_\_  
Name of Allottee  
\_\_\_\_\_  
(Allottees' Address)  
Notified Email ID : \_\_\_\_\_

**Mr. Chanddrakant Shivajirao Ghuley** - Promoters name  
**CTS No. 121/2, Final Plot 91/2, Jalsa Apartment Condominium, Prabhat Road, Pune 411004** - Promoters' Address

Notified Email ID- [customer.relations@kamdhenu.com](mailto:customer.relations@kamdhenu.com)

It shall be the duty of the Allottee and the promoters 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 Promoters or the Allottee/s, as the case may be.

32. JOINT ALLOTTEES:

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

33. **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 Competent /Designated Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

34. **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.

35. **STAMP DUTY:**

- 35.1 All Stamp Duty and registration charges applicable hereto are to be borne and paid by the Allottees herein.
- 35.2 Stamp duty amounting to Rs. \_\_\_\_\_/- is affixed hereto on the document value which is more than the market value /market value of the unit as fixed by the Office of the Registrar of Assurances, Pune.

36. **INVESTOR AGREEMENT:** - The Purchaser/s has/have informed the Promoter that the Purchaser/s is / are the Investor/s and hence the Purchaser/s reserve/s his / her / its / their right to claim Stamp Duty set off / adjustment of Stamp Duty paid by the

Purchaser/s on these presents in terms of Article 5 (g-a)(ii) of Schedule I B to the Bombay Stamp Act, 1958 in the event the Purchaser/s assign/s the benefit of this Agreement and his/her/their/its interest in the said Unit to a subsequent Purchaser.

**THE SCHEDULE IA ABOVE REFERRED TO :**

**[SAID LAND]**

**ALL THAT PIECE AND PARCEL OF PROPERTY** bearing S. No. 80, Hissa No. 2/2, area admeasuring 00 Hectare 40 Ares out of an area admeasuring 03 Hectares 34 Ares lying and situated at Village Manjari Budruk, within the limits of Pune Municipal Corporation, Taluka Haveli, District Pune and bounded as under:-

ON OR TOWARDS THE :

NORTH	:	S. No. 80, Hissa No. 2/1
SOUTH	:	S. No. 80, Hissa No. 2/3
EAST	:	S. No. 80, Hissa No. 5
WEST	:	S. No. 78

**THE SCHEDULE IB ABOVE REFERRED TO:**

**(PROJECT LAND)**

**ALL THAT PIECE AND PARCEL OF LAND** being an area admeasuring 3067.93 sq. mtrs. out of the said Entire land described in Schedule IA aboveafter deducting therefrom an area admeasuring 932.07 sq. mtrs. earmarked for 18-meter wide Road situated at Village Manjari Budruk, within the limits of Pune Municipal Corporation, Taluka Haveli, District Pune.

**THE SECOND SCHEDULE ABOVE REFERRED TO :**

Here set out the nature, extent and description of common areas and facilities.

**A.) Description of the common areas provided :**

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
i.	Recreational Floor (Amenity Floor)	31/12/2028	31/12/2028	1000 sq mtr approx

**B.) 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.	Recreational Floor (Amenity Floor)	The Premia (RERA No. P52100 077812 )	31/12/2028	31/12/2028	1000 sq mtr approx	Free of FSI

**C.) 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.	Recreational Floor (Amenity Floor)	The Premia (RERA No. P52100077812)	31/12/2028	31/12/2028	1000 sq mtr approx	Free of FSI

**D.) 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.	- NA -	- NA -	- NA -	- NA -	- NA -

**E.) Details and specifications of the lifts:**

	Type (passenger/service /stretcher/goods/fire evacuation /any other	Lift	Total no. of Lifts provided	Number passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i.	Passenger	2	13 persons(884 kg)	1.75	
ii.	Fire	2	13 persons(884 kg)	1.75	

## **SCHEDULE 'A'**

Unit No. \_\_\_\_\_ of carpet area admeasuring \_\_\_\_\_ sq. mtrs., on the \_\_\_\_\_ floor in the Building No. \_\_\_\_\_ of the project named and styled as "The Premia" alongwith the usable floor area of the enclosed balcony admeasuring \_\_\_\_\_ sq. mtrs. and attached exclusive balcony admeasuring \_\_\_\_\_ sq. mtrs.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Pune in the presence of attesting witness, signing as such on the day first above written.

SIGNED SEALED AND DELIVERED  
by the abovenamed OWNER/PROMOTER

OWNER/PROMOTER

SIGNED SEALED AND DELIVERED  
by the abovenamed DEVELOPMENT  
MANAGER/

DEVELOPMENT MANAGER/

SIGNED SEALED AND DELIVERED  
the abovenamed ALLOTTEE/S

ALLOTTEE/S

WITNESSES :

1.

2.

**ANNEXURE -A**  
Title Report

**ANNEXURE -B**

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Original Owner/Promoters to the said Project Land).

**ANNEXURE C-1**

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

**ANNEXURE C-2**

(Authenticated copies of the plans of the Building/s as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

**ANNEXURE -D**

(Authenticated copies of the layout plan of the Unit agreed to be purchased by the Allottee, as proposed/approved by the concerned local authority)

**ANNEXURE -E**

(Specification and amenities for the Unit ),

**ANNEXURE -F**

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

**RECEIPT**

Received of and from the Allottee(s) above named the sum of Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_ only) on execution of this agreement.

We/I say received.

The Promoter/s.