



**// JAI SHREE KRISHNA //**

|| SHREE GAJANAN PRASANNA ||

ARTICLES OF AGREEMENT

THIS ARTICALS OF AGREEMENT IS MADE & EXECUTED AT CHAKAN, TAL. KHED,  
DIST. PUNE ON THIS DAYOF-----IN THE YEAR-----.  
BETWEEN

**M/S. KULSWAMINI HOUSING**  
THROUGH IT'S PROPRIETOR-

**SHRI. SHANKAR BABAN GAWADE**

Age:43 years, Occ: Business  
Off.at.Kulswamini Housing, Aparna Apt.  
Flat No. A-1, Plot No. 16, TanajiNagar,  
Chinchwad, Pune- 411033  
Pan No. ADKPG6209J

Through its Power of Attorney Holder-  
MR.NAVNATHSHIVAJIGAWADE  
Age: 33 years, Occ:Service.  
Res.at. Post. Pur, Tal. Khed, Dist. Pune.  
Pan No. AOVPG0216K

....Hereinafter referred to as the "THE PROMOTER / DEVELOPER"  
(Which expression shall unless repugnant to the context or the meaning  
thereof shall mean and include his Legal heir/s, executer/s, and  
administer/s and assign/s, etc.)  
..... PARTY OF THE FIRST PART.

AND

- 1) Mr. Omprakash Jagannath Pardeshi  
Age:59 years, Occ: Business
- 2) Mr. Rajesh Omprakash Pardeshi  
Age: 36 years, Occ: Business
- 3) Mr. Mahesh Omprakash Pardeshi  
Age:34 years, Occ: Business  
All Res.at. Chakan, Tal. Khed, Dist. Pune.

Through their Power of Attorney Holder-  
SHRI. SHANKAR BABAN GAWADE  
Age: 43years, Occ: Business  
Off.at.Kulswamini Housing, Aparna Apt. Flat No. A-1, Plot No. 16,  
TanajiNagar, Chinchwad, Pune- 411033  
Pan No. ADKPG6209J  
Through its Power of Attorney Holder-

MR.NAVNATHSHIVAJIGAWADE  
Age: 33 years, Occ: Service.  
Res.at. Post. Pur, Tal. Khed, Dist. Pune.  
Pan No. AOVPG0216K

.Hereinafter referred to as the "THE CONFIRMINGPARTY"

(Which expression shall unless repugnant to the context or the meaning thereof shall mean and include his legal heir/s, executer/s, and administer/s and assign/s, etc.)

..... PARTY OF THE PART

AND

MR.

Age: - , Occ: -

Pan No. : -

Mob No. : -

MRS.

Age: - Occ: -

Pan No. : -

Mob No. :-

Permanent Address :

----Hereinafter referred to as the "PURCHASER / TRANSFEREE"

{Which expression unless repugnant to the context or meaning thereof shall mean and include its legal heirs executer/s, administer/s and assign/s)

..... PARTY OF THE THIRD PART.

W H E R E A S:

That the said Plot-I i.e. Schedule-I is originally owned & possessed by RavajiBapuBhujabal.

And Whereas Ravaji Bapu Bhujabal expired on 11-2-1934 intestate leaving behind him his Son Baguji Ravaji Bhujabal. After the death of Ravaji Bapu Bhujabal his said Plot-I i.e. Schedule-I inherited by aforesaid legal heir and the name of said legal heir i.e. Bhaguji Ravaji Bhujabal was mutated in 7/12 extract of said Plot-I i.e. Schedule-I by mutation entry no. 5574.

And Whereas Baguji Ravaji Bhujabal sold the said Plot-I i.e. Schedule-I to Mr. Maruti Jyotiba Bhujabal on 13-1-1963 then the appropriate authority entered the name of Mr. Maruti Jyotiba Bhujabal on 7/12 extract of said plot-I which is confirmed by Mutation Entry No. 9757.

And Whereas Mr. Omprakash Jagannath Pardeshi purchased the said Plot-I i.e. Schedule-I from Mr. Maruti Jyotiba Bhujabal by registered Sale Deed on 23-1-1980 which is confirmed by Mutation Entry No. 830.

And Whereas Mr. Mahesh Omprakash Pardeshi with consent of Mr. Omprakash Pardeshi mortgaged the said Plot-I i.e. Schedule-I & obtained loan of Rs. 10,00,000/- on 24-12-2008 from Shivshakti Nagari Sahakari Patsanstha Maryadit, Chakan, which is confirmed by Mutation Entry No. 2454.

Thereafter Mr. Omprakash Jagannath Pardeshi published the notice through his Advocate in daily Prabhat on 15-3-2012 inviting the objection from public at large. It is seen and observed from the Certificate issued by Advocate Nilesh B. Kamathe that till date objection is not raised by any person or no any claim is made in respect of Plot-I i.e. Schedule-I

And Whereas Mr. Omprakash Jagannath Pardeshi with consent of Mr. Rajesh Omprakash Pardeshi for the benefit of estate and for the legal necessity entrusted the rights of development in respect of the said Plot-I i.e. Schedule-I by executing Development Agreement which is executed on 30-3-2012 & registered on 31-3-2012 in favor of Mr. Shankar Baban Gawade at and for the consideration and upon the terms and conditions as incorporated in the said Development Agreement. The said Development Agreement is registered in the office of Sub Registrar, Khed at Sr.No. 2270/2012 DT. 31-3-2012.

And Whereas 1) Mr. Omprakash Jagannath Pardeshi 2) Mr. Rajesh Omprakash Pardeshi executed Power of Attorney which is executed on 30-3-2012 & registered on 31-3-2012 in respect of the said Plot-I i.e. Schedule-I in favor of Mr. Shankar Baban Gawade which is registered in the office of Sub Registrar Khed at Sr.No. 2271/2012 DT. 31-3-2012

And whereas by virtue of Development Agreement Sr. No. 2270/2012 & Power of Attorney Sr.No. 2271/2012 respectively Mr. Shankar Baban Gawade (ratio of the 57%) AND1) Mr. Omprakash Jagannath Pardeshi 2) Mr. Rajesh Omprakash Pardeshi (ratio of the 43%) (Residential & Commercial) whereby this joint venture is entitled to develop the property in whatsoever nature they decide or to sell etc.

The said Plot-II i.e. Schedule-II is originally owned & possessed by Mr. Tukaram Mahadu Bhujbal

And Whereas Mr. Tukaram Mahadu Bhujbal expired on 18-3-1962 intestate leaving behind him his Widow Thakubai Tukaram Bhujabal. After the death of Mr. Tukaram Mahadu Bhujbal said Plot-II i.e. Schedule-II inherited by aforesaid legal heir and the name of said legal heir i.s. Thakubai Tukaram Bhujabal was mutated in 7/12 extract of said Plot-II i.e. Schedule-II by mutation entry no. 9089.

And Whereas Smt. Thakubai Tukaram Bhujabal expired on 26-8-1982 intestate leaving behind him his Daughter Bhagubai Sopan Lonkar. After the death of Smt. Thakubai Tukaram Bhujabal her said Plot-II i.e. Schedule-II inherited by aforesaid legal heir and the name of said legal heir was mutated in 7/12 extract of said Plot-II i.e. Schedule-II by mutation entry no. 1763.

And Whereas Bhagubai Sopan Lonkar sold the said Plot-II i.e. Schedule-II to Mr. Sakharam Rambhau Bhujabal by registered Sale Deed on 19-5-1984, which is confirmed by Mutation Entry No 1769.

And Whereas Mr. Sakharam Rambhau Bhujabal expired on 7-6-1988 intestate leaving behind him his Sons i.e. 1) Kisan 2) Vishnu 3) Dnyanoba 4) Subhash & his Daughter Yamunabai Balasaheb Tilekar. After the death of Mr. Sakharam Rambhau Bhujabal his said Plot-II i.e. Schedule-II inherited by aforesaid legal heirs and the names of said legal heirs was mutated in 7/12 extract of said Plot-II i.e. Schedule-II by mutation entry no. 4328.

And Whereas Mr. Vishnu Sakharam Bhujabal expired on 22-9-2002 intestate leaving behind him his Sons i.e. 1) Rajendra 2) Machindra & his Daughter Hirabai Balasaheb Tilekar & Meena Dattatray Tilekar & his Widow Smt. Mathurabai Vishnu Bhujabal. After the death of Mr. Vishnu Sakharam Bhujabal his said Plot-II i.e. Schedule-II inherited by aforesaid legal heirs and the names of said legal heirs was mutated in 7/12 extract of said Plot-II i.e. Schedule-II by mutation entry no. 868.

And Whereas Yamunabai Balasaheb Tilekar released her share in respect of said Plot-II i.e. Schedule-II in favor of Mr. Dnyanoba Sakharam Bhujabal & others by registered Release Deed Sr.No. 5759/2008 on 25-8-2008, which is confirmed by Mutation Entry No. 2389

And Whereas Meena Dattatray Tilekar & Hirabai Dattatray Tilekar released their share in respect of said Plot-II i.e. Schedule-II in favor of Smt. Mathurabai Vishnu Bhujabal & others by registered Release Deed Sr.No. 5760/2008 on 25-8-2008, which is confirmed by Mutation Entry No. 2390

And Whereas Mr. Kisan Sakharam Bhujbal & other six sold the said Plot-II i.e. Schedule-II to M/s. Sai Builders & Developers through its Partner Mr. Dattatray Namdev Gore for himself & POA holder of Mr. Suresh Namdev Gore & others by registered Sathe khat which is

registered in the office of Sub Registrar Khed-II at Sr.No. 5017/2008 dt. 16-10-2008

And Whereas Mr. Kisan Sakharam Bhujbal & other six executing Power of Attorney of said Plot-II i.e. Schedule-II in favor of M/s. Sai Builders & Developers through its Partner Mr. Dattatray Namdev Gore for himself & POA holder of Mr. Suresh Namdev Gore & others which is registered in the office of Sub Registrar Khed-II at Sr.No. 5018/2008 DT. 16-10-2008

And Whereas M/s. Sai Builders & Developers through its Partner Mr. Dattatray Namdev Gore for himself & POA holder of Mr. Suresh Namdev Gore & others executed registered Deed of Cancellation of Sathe khat & Power of Attorney (Sr.No. 5017/2008 & 5018/2008) of said Plot-II i.e. Schedule-II in favor of Mr. Kisan Sakharam Bhujbal & other six which is registered in the office of Sub Registrar Khed-II at Sr.No. 3535/2012 on 24-5-2012

And Whereas Mr. Kisan Sakharam Bhujbal & other Eight sold the said Plot-II i.e. Schedule-II to Mr. Omprakash J. Pardeshi & other two by registered Sale Deed which is registered in the office of Sub Registrar Khed-II at Sr.No. 3305/2012 on 16-5-2012.

On the basis of above said Sale Deed DT. 16-5-2012 the appropriate authority entered the name of Mr. Omprakash J. Pardeshi on the 7/12 extract of said Plot-II, which is confirmed by Mutation Entry No. 3235.

And Whereas Mr. Omprakash Jagannath Pardeshi & other two for the benefit of estate and for the legal necessity entrusted the rights of development in respect of the said Plot-II i.e. Schedule-II by executing Development Agreement dated 28-3-2012 in favor of Mr. Shankar Baban Gawade at and for the consideration and upon the terms and conditions as incorporated in the said Development Agreement. The said Development Agreement is registered in the office of Sub Registrar, Khedat Sr.No. 3762 /2012 DT. 28-5-2012.

And Whereas Mr. Omprakash Jagannath Pardeshi & other two executed Power of Attorney in respect of the said Plot-II i.e. Schedule-II in favor of Mr. Shankar Baban Gawade which is registered in the office of Sub Registrar Khedat Sr.No. 3763/2012 DT. 28-5-2012.

And whereas by virtue of Development Agreement Sr. No. 3762/2012 & Power of Attorney Sr.No. 3763/2012 respectively Mr. Shankar Baban Gawade (ratio of the 57%) AND Mr. Omprakash Jagannath Pardeshi & other two (ratio of the 43%) (Residential & Commercial) whereby this joint venture is entitled to develop the property in whatsoever nature they decide or to sell etc.

And Whereas Assistant Director of Town Planning, Pune issued and sanctioned Plan vide no. NABP / MEDANKARWADI/ TAL. KHED /S.NO. / GAT NO. 115 & 116/ SSP/ 3466 DT. 17-6-2013 in respect of above said Plot-I i.e. Schedule-I & Plot-II i.e. Schedule-II which shows that the said property is covered under the residential zone.

And Whereas Mr. Omprakash J. Pardeshi & other two through its POA holder Kulswamini Housing through its Proprietor Mr. Shankar Baban Gawade submitted the application for Non Agriculture use of the said both plot in the office of Sub Divisional Officer, Junnar, and Sub Division Khed. The Sub Divisional Officer, Junnar, Khed is pleased to grant N.A. permission (Residential Cum Commercial) subject to the terms and conditions as mentioned in the said order in respect of the said both plot and accordingly get the N.A. permission vide their Non Agriculture Order No. SAJAD/ BISHE/SR/296/2013 dt. Rajgrunagar, 11-7-2013.

Thus by above mentioned Development Agreements & Power of Attorneys get the all rights including development rights in respect of the said

Plot-I i.e. Schedule-I & Plot-II i.e. Schedule-II construct the buildings on the said both plot comprising of various flats/ shops/ units/ parking/ space/ open space/ terrace, etc. in the said building/s and (57% Share) (Residential + Commercial) sell the same to prospective purchasers and appropriate the sale proceeds thereof.

AND, subject to documents given for my perusal and subject to whatever stated hereinabove, I state that, the title of the Mr. Shankar Baban Gawade is clean, clear, and marketable and the Mr. Shankar Baban Gawade is fully entitled to develop the said property.

There is no any hurdle and impediment, restrictive clause or clause which will impair the Mr. Shankar Baban Gawadeto develops the said property and to take all the benefits out of said property. The Promoter/Developer is entitled to develop the said Property and has the sole and exclusive right to sell the premises in the building/s to be constructed on the said Property (The Housing + Commercial Complex) and to receive the sale price in respect thereof.

The Purchaser/s demanded from the Promoter/Developer and the Promoter/Developer has given inspection to the Purchaser/s of all the documents of title relating to the said Property which are in possession of the Promoter/Developer and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (Hereinafter referred to as "the said Act") and the Rules made there under.

The Purchaser/s has/have inspected the site and acquainted and fully satisfied himself/herself/themselves with the nature of Promoter/Developer title to the said Property and his right to sell the premises on "Ownership basis" and shall not raise any requisition or objection thereto hereafter.

The Promoter/Developer has commenced construction of the Housing + Commercial Complex / building/s known as "KULSWAMINI KASTURI" on the said property more particularly described in the Schedule-I & Schedule-II hereunder written in accordance with the sanctioned plans.

The Purchaser/s applied to the Promoter/Developer for allotment of a Unit / Flat No. ---- Carpet Area -----Sq.ft. i.e.-----Sq.Mtrs. on --- ---Floor including ,Terrace in the Building named as "KULSWAMINI KASTURI" more particularly described in the Third Schedule hereunder written ( hereinafter referred to as "the said Premises") to be constructed by the Promoter/Developer on the 'said Property' described in the Schedule-I & Schedule-II hereunder written and shown on the typical floor Plan annexed hereto and marked "Annexure "B" and thereon shown surrounded by red colour boundary lines ( hereinafter referred to as 'the said Premises').

AND WHEREAS the Owner Developer has commenced construction of the Housing Complex / building/s known as "KUSWAMINI KASTURI" on the said land more particularly described in the Schedule A hereunder written in accordance with the sanctioned plans.

AND WHEREAS the PROMOTER has appointed the Architect Mr. SUHAS GORE & Associates registered with the Council of Architects and also the RCC Structural Consultant as Mr. RAM RANDHAVE. for preparation of structural design and drawing of the building;

AND WHEREAS the copies of the Certificate of Title issued by the Attorney of Law or Advocate Satish N. Gorde, floor plan / building plan, of the flat/s agreed to be purchased by the flat purchaser approved by the concerned local authority, Commencement Certificate and the consent letter of the purchasers herein have been Annexed hereto as "Annexure A", "Annexure B", "Annexure C", "Annexure D" respectively.

AND WHEREAS the PROMOTER accepted professional supervision of the architect and RCC Structural Consultant tills the completion of the building.

AND WHEREAS the PROMOTER commenced the work of building project and the said building known and styled as ""KULSWAMNI KASTURI"

AND WHEREAS having come to know about the commencement of construction of the said building, the PURCHASER/S applied for and approached the PROMOTER with a view to purchase one of the Flat, together with all rights, title and or interest attached thereto;

AND WHEREAS the PURCHASER/S demanded from the PROMOTER and the said PROMOTER, have given inspection to the PURCHASER/S of all the documents of title of the said Property, the aforesaid Articles of Agreements, Plans, designs and specifications etc., prepared by the PROMOTER'S Architects and all such other requisite documents as are specified under the MAHARASHTRA OWNERSHIP FLATS (Regulation of the Promotion of Construction, Sales, Management and Transfer) ACT, 1963, (hereinafter referred to as "THE SAID ACT") and the rules made there under and the said PURCHASER/S got himself/herself/themselves fully satisfied about the same; AND WHEREAS the copies of the Certificate of Title (Annexure-A) issued ADVOCATE of the PROMOTER, copies of the Property Card or Extract of Village Forms-VI or VII and XII(Annexure-B) or any other relevant revenue record showing nature of the title of the PROMOTER to the said Property and on which the Flats are constructed or are to be constructed and the copies of the plans and specifications of the Flat agreed to be purchased by the purchaser approved by the concerned local authority (Annexure-C), specifications mentioned in (Annexure-D) these papers/documents given separately to the Purchaser/s and the Purchaser/s has been satisfied about the documents title of the PROMOTER and he has no any objection in respect of the title;

AND WHEREAS as mentioned above the promoter is proposing development of a project "KULSWAMINI KASTURI" comprising of one building and various common amenities and services are to be shared by all the flat owners in the building known as "KULSWAMINI KASTURI" "as per the approved sanctioned plan.

AND WHEREAS the Promoter has commenced construction of a building on the said land in accordance with the sanctioned plans of TOWN PLANNING AND SUB DIVISIONAL OFFICE KHED vide Commencement Certificate referred to above to be known as "KULSWAMINI KASTURI" (hereinafter referred to as THE SAID BUILDING);

AND WHEREAS while sanctioning the said plans, the concerned local authority and/or Government 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 upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority;

AND WHEREAS after satisfaction of the title, plans and schemes, the Purchaser/s has applied to the Promoter for sale and allotment of the Flat No. .... on .....floor in the building known as "KULSWAMINI KASTURI" being constructed on said land more particular described in Schedule - I;

AND WHEREAS the carpet area of the said Flat is \_\_\_\_\_ square meters and "carpet area" means the net usable floor area of an 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 or verandah area 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 Flat;

AND WHEREAS the flat also has enclosed balcony area \_\_\_\_\_ Sq. Mtrs. and attached terrace of an area admeasuring.....Sq.Mtrs. attached to the said flat and also covered car parking no. \_\_\_\_\_ for the exclusive use of the Purchaser.

AND WHEREAS the Parties relying on the confirmations, representations 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 the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. \_\_\_\_\_ ;  
 AND WHEREAS under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the Flat

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

The Promoter shall construct the said building known as ""KULSWAMINI KASTURI"" consisting of Parking Floor + ----- floors along with common space on Top terrace of the said land in accordance with the plans, designs and specifications as may be approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the flat of the Purchaser except (i) any alteration or addition required by any Government authorities or due to change in law, or (ii) the Promoter may make such minor additions or alterations as may be required by the Purchaser, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or Engineer after proper declaration and intimation to the Purchaser.

1(a) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser Flat No. ....  
 On ..... floor of carpet area admeasuring.....  
 Sq. meters in the building along with usable enclosed balcony area \_\_\_\_\_ Sq. Mtrs. and attached terrace admeasuring..... Sq. Mtrs. attached to the said flat and also covered car parking No. \_\_\_\_\_, In the Building known as "Sun-Shine Residency" (For the sake of brevity hereinafter called as the said FLAT or the said premises) (the said FLAT more particularly described in the Schedule-II hereunder written) as shown in the Floor plan thereof hereto annexed and marked Annexure \_\_\_\_\_ for a lump sum consideration of Rs. .... including Covered car parking consideration, proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Third Schedule annexed herewith.  
 1(b) The total aggregate consideration amount for the Flat including covered parking spaces is thus Rs. \_\_\_\_\_ /-  
 1(c) PAYMENT PLAN: The Purchaser has paid on or before execution of this agreement a sum of Rs \_\_\_\_\_ /- (Rupees only \_\_\_\_\_) as advance payment and hereby agrees to pay to the Promoter the total consideration in following manner:-

| SR. NO. | AMOUNT | PARTICULARS  |
|---------|--------|--|
| I)      |        | 10% on or before execution of AGREEMENT                    |
| II)     |        | 20 % After execution of Agreement within 15 days           |
| III )   |        | 15 % AT THE TIME OF completion of Plinth WORK              |
| IV)     |        | 25% AT THE TIME OF completion of 5 <sup>th</sup> Slab WORK |
| V)      |        | 5% AT THE TIME OF completion of                            |

|        |  |  |
|--------|--|--|
|        |  | walls, internal Plaster, Floorings, doors and windows WORK                             |
| VI)    |  | 5% AT THE TIME OF completion of sanitary fittings FINISHING                            |
| VII )  |  | 5% AT THE TIME OF completion of external plumbing, external plaster and water proofing |
| VII I) |  | 10% AT THE TIME OF completion of lift, water pump,                                     |
|        |  | 5% AT THE TIME OF possession on or after receipt of Completion certificate.            |
|        |  | TOTAL  |

In addition to the consideration the following unaccountable and additional payment being expenses to be arrived to the Developer as follows:-

(i) Rs. -----/- Common maintenance Charges for one year.

(ii) Rs. \_\_\_\_\_/- Towards electricity Deposit, Connection, meter, Transformer and all charges paid to the M.S.E.B.

=====  
 Rs. \_\_\_\_\_/-  
 (Rs. \_\_\_\_\_ Only) =====  
 =====

The aforesaid amount shall be paid on or before the possession of the said Flat. It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Building in which the said Flat is located and the Promoters shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the hereinabove Payment Plan and to demand from the Purchaser/s the aggregate of the installments towards the agreed consideration mentioned in such installments.

1(d) The Total Price above Excludes stamp duty and registration charges, Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, GST, LBT, Service Tax, and access or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat and which shall be borne by the Purchaser as and when applicable.

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 Promoter undertakes and agrees that while raising a demand on 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, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ \_\_\_ % .

1(g) The Purchaser shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ access/ charges/



duties on the said Flat and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate of the said Flat. If at any time, after execution of this agreement, any tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover tax/ value added tax/ works contract tax/ service tax, or Goods and Service Tax or any such tax penalties etcetera, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the Project land or the said Flat or the said agreement or the transaction herein, shall exclusively be borne and paid (and the same is paid, reimburse) by the Purchaser. The Purchaser hereby, indemnifies the Promoter and the Purchaser's organization from all such levies, cost and consequences. The Purchaser shall pay the amount of such service tax as may be called upon by the Promoter, either to the Promoter or in any specific account for collection of service tax as may be directed by the Promoter. The Purchaser shall not be entitled to possession of the said Flat, unless he pays such amount of service tax.

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the said Flat to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan"). The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is \_\_\_\_\_ square meters only and Promoter has planned to utilize Floor Space Index of \_\_\_\_\_ Sq.mt by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of \_\_\_\_\_ Sq.mt as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

A Co-operative Housing Society shall be formed and registered for the building in the layout. The conveyance of the said land together with the building constructed thereon shall be executed by the Promoter only in favor of co-operative housing society.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this

Agreement from the date the said amount is payable by the Purchaser(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause \_\_\_ above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing any default of payment of installments, the Promoter at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD/by hand at the address provided by the Purchaser 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 Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser after deduction of 10% of the sale consideration of the Flat as liquidated damages, all the installments which may till then have been paid, within a period of thirty days of the termination. In the event of termination of Agreement as aforesaid the Purchaser will not be entitled to claim/demand any interest and/or compensation from the Promoter. Notwithstanding anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against the Purchaser on facts and in law on and/or as a result of such termination, shall however, be adversely affected or prejudiced.

The Specification of fixtures and fittings are mentioned in Annexure E.

The Promoter shall give possession of the Flat to the Purchaser on or before 01<sup>st</sup> October 2018. If the Promoter fails or neglects to give possession of the Flat to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause \_\_\_ herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of -  
War, civil commotion or act of God;  
Any notice, order, rule notification of the Government and/or other public or competent authority/court.

The Purchaser has committed any default in payment of installment as mentioned in Clause No. \_\_\_ (without prejudice to the right of the Promoter to terminate this agreement under Clause \_\_\_ mentioned herein above).

Any extra work/addition required to be carried in the said Flat as per the requirement and at the cost of the Purchaser, .  
Non-availability of steel, cement or any other building materials, water or electric supply,  
any delay on the part of the Office of the Collector, Pune or any other Public Body or Authority, including the M.S.E.D.C.L, in issuing or granting necessary Certificates / No's / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Project under construction by the Promoter on the said land, any other reasons beyond the control of the Promoter,

The Promoter, upon obtaining the occupancy certificate from the competent authority, shall within ---- days thereof offer in writing the possession to the Purchaser, which shall be handed over upon receipt of payment as per agreement from the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchasers, as the case may be from date of intimation that the said Flats are ready for use.

The Purchaser shall take possession of the Flat within 15 days of the written notice from the Promoter to the Purchaser intimating that the said Flats are ready for use and occupancy:

Failure of Purchaser to take Possession of Flat: Upon receiving a written intimation from the Promoter as per clause 7.1 , the Purchaser shall take possession of the said Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Flat to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.2 such Purchaser shall continue to be liable to pay maintenance charges as applicable from date of intimation given by the Promoter that the said Flats are ready for use.

If within a period of five years from the date of handing over the Flat to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act, provided regular maintenance and due care has been taken by the Purchaser to keep the Flat in good conditions and repairs. Provided however, that the Purchaser/s shall not carry out any alterations of the whatsoever nature in the said Flat or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void. The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Flat by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein.

After receipt of full and final payment the Promoter shall give possession of the Premises to the Purchaser.

The construction of buildings in the present Project, is in the form of a combination of conventional R.C.C. type construction and Post Tensioning Cable (PT) beams and/or slabs with a new construction technology, . The building/s will be of floor slabs and structural RCC beams of cast in situ reinforced concrete or ready mix concrete. Therefore, the Purchaser agrees and undertakes, not to demolish any internal as well as external walls or structure of the said Flat or any part thereof, nor to undertake extensive interior or, enclosure works which may cause damage thereto, since it may cause damage to the structure as a whole of the entire building. Failure on the part of the Purchaser to take this precaution and care, shall be a breach of essential term of this agreement, entailing consequences of termination in terms hereof, amongst other civil and criminal proceedings. (b) Except in the event of default in.

The Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of residence/ commercial, he shall use the parking space only for purpose of keeping or parking vehicle.

The Purchaser along with other Purchaser(s)s of Flats shall join in forming and registering the Society to be known by "KULSWAMINI KASTURI" Co-operative Housing Society Ltd" or some such name as the Promoter 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 registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organization of Purchaser. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

The Promoter shall execute conveyance in respect of the entire undivided or inseparable land underneath the building along with structures, comprised in ""KULSWAMINI KASTURI", in favor of a Co-operative Housing Society, on or before \_\_\_\_\_ subject to force majeure or the circumstances beyond the control of the Promoter and also subject to reasonable extension and also subject to the Rights of the Promoter to dispose off the remaining Flats, if any,. Provided that, after conveying the title to the association of Purchasers as mentioned in above clause No.\_\_\_\_, the promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any Flat or building which is still not sold or Purchased and shall be allowed to do so by the Co-operative Housing Society without any restriction on entry of the building and development of common areas: Provided further that, in such case, the promoter shall be permitted the entry of premises of the building and common areas to also discharge his obligations to rectify the defects as mentioned in Clause No. \_\_\_\_\_.

Under no circumstances, the Purchaser or the organization of the Purchasers shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Purchaser including in their share of contribution in maintenance charges either to the Promoter or to any other agencies or authorities, is actually paid by such Purchaser/ organization of purchasers,

All expenses relating to such conveyance such as stamp duty, registration fees and other incidentals shall be borne and paid exclusively by the Purchaser.

Within 15 days after notice in writing is given by the Promoter to the Purchaser that the Flat is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the 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 project land and building. Until the Society or Limited Company is formed and the said structure of the building is transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoing as determined by the Promoter as per rates given below: Common Maintenance for the building where the said Flat is located Rs. -----/- per month per Flat x 12 months = total amount payable by the Purchaser to

the Promoter = Rs. -----/-. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter till 1 (one) year from registration of co-operative Society. The Promoter shall be entitled to entrust maintenance of common areas and facilities to Co-operative Society of the Purchaser even prior to the said period, in which case, the Promoter shall also entrust the balance remaining amount received from the Purchaser till then.

The entire operations and maintenance of the buildings and or the common amenities is being carried out either by the Promoter or the society, on behalf of the Purchaser and for the benefit of the residential community as a whole. Under no circumstances and no grounds the Purchaser shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of this agreement, entitling the Promoter to terminate this agreement, without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with interest at the rate of 2% per month. Outstanding amount shall remain as a charge on the said Flat.

The Purchaser hereby agrees and confirms that the Promoter shall be availing water supply for the buildings on the said land/ project "KULSWAMINI KASTURI" from the Grampanchayat Medankarwadi. However, in the event that any water is required to be purchased from private sources, the Purchaser herein shall be liable to contribute expenses thereof at actual in proportion as may be required.

The Purchaser shall at the time of execution of this agreement keep deposited with the Promoter, the following amounts:-  
Rs. -----/- for share money, application entrance fee of the Society,  
Rs. -----/- for formation and registration of the Society,  
Rs. \_\_\_\_\_/- For Deposit towards Water and other utility and services connection charges &  
Deposits for receiving of electrical connections and Transformer Rs. \_\_\_\_\_/-. It is agreed by the Purchaser that if the above amount would become insufficient then the Purchaser agrees to pay further and additional amount, if any to the Promoter.

The Purchaser shall pay to the Promoter a sum of Rs. -----/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the Promoter in connection with formation of the said Society, and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

At the time of registration of conveyance, the Purchaser shall pay to the Promoter, the Purchaser' share of stamp duty and registration charges payable, by the said Society on such conveyance.

REPRESENTATIONS AND WARRANTIES OF THE PROMOTER The Promoter hereby represents and warrants to the Purchaser 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 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 project land or the Project except those disclosed in the title report;

iv. There are no 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 land and said building 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 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 Purchaser 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/Plot] which will, in any manner, affect the rights of Purchaser under this Agreement;

The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Flat/Plot] to the Purchaser in the manner contemplated in this Agreement;

At the time of execution of the conveyance deed of the structure to the association of Purchaser the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser;

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.

The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoter as follows :-

i. To maintain the Flat at the Purchaser's own cost in good and tenantable repair and condition from the date that 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 which may be against the rules, regulations or bye-laws 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 without the consent of the local authorities, if required.

ii. Not to store in the Flat 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 Flat 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 Flat is situated, including entrances of the building in which the 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 in this behalf, the Purchaser shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to 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 and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat 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 Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

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

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

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Purchaser for any purposes other than for purpose for which it is sold.

ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up.

x. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 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 shall also observe and perform all the stipulations and conditions lay down by the

Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the 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.

xi. Till a conveyance of the project land on which the building in which Flat is situated is executed in favour of Co-operative Housing Society, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Cooperative Society or association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he 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 who has taken or agreed to take such Flat.

The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said land and/or other pieces of land which may be the subject matter for development by the Promoter.

The Promoter shall be entitled to create security either by way of mortgage or otherwise, on the Project land and/or other pieces of land which may be the subject matter for development by the Promoter in favour of such bank/s and/or financial institute and/or person.

The Purchaser hereby has accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institution and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.

However, the Promoter shall always keep the Purchaser duly indemnified from repayment of such loan and/or consequences flowing there from with cost and expenses.

PURCHASER'S DECLARATIONS:

The Promoter herein has made full and true disclosures to the Purchaser as to the title of the Promoter in respect of the project



Land and TDR (if any) as well as the encumbrances, if any, known to the Promoter.

It is hereby declared that, sanctioned Layout, building plan and the floor space index (FSI) at Annexure-C-1 as on date and proposed FSI.

The Promoter herein has also called upon the Purchaser to carry out the search and to investigate the marketable title of the Promoter, in respect of the project Land by appointing his/ her own advocate.

As required by the Purchaser the Promoter herein has given all information to the Purchaser herein and he/ she has acquainted himself/ herself with all the facts as to the marketable title of the Promoter and after satisfaction and acceptance of title has entered into this agreement.

The Promoter herein has specifically informed the Purchaser and the Purchaser herein is also well aware that the Promoter herein is developing the scheme under the name ""KULSWAMINI KASTURI" on the said Land, with an intention to have the homogeneity in the scheme as to landscaping, heights and elevation of the building, outer colour scheme, terrace, windows and grills etc. and hence the Purchaser or any owner or occupier of the tenement/s in the building or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme effect changes in the external elevations, or to erect any outer extension by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water/ water of adjacent terraces/ sit outs/ roofs shall always have proper flow and should not obstruct the same in any manner. The Purchaser herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sell the said Flat to the Purchaser herein on ownership basis, subject to the terms and condition of this agreement.

The Purchaser herein declares that in ""KULSWAMINI KASTURI" project, the Promoter herein are providing amenities/ material/ plant and equipment in common facilities and which has to be operated/ used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of the units to buyers of the tenements, the Society shall set its own norms for use of common amenities in order to avoid due to misuse, injuries and casualties/ calamities and any damages of whatsoever nature caused to any person or property and for which the Promoter will not responsible.

The Promoter has a right to and shall install at the top of the overhead tank of any building/s or at any other appropriate place, neon sign of the project name "KULSWAMINI KASTURI" and the electricity required for such neon sign shall be drawn from the common electricity meters or by a separate meter specifically installed for the above neon signboard, at the discretion of the Promoter.

All documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws and Maharashtra Pollution Board, Rules and Regulations, entered into by the Promoter shall be binding upon the Purchaser. The Purchaser shall be bound and hereby undertakes to and continues to observe, comply with and follow all directions issued by them.

The Purchaser shall comply with all requisitions, terms, conditions and documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws, Rules and Regulations.

Till execution of the Conveyance, the Purchaser herein admits and agrees that the Promoter herein is entitled to represent the Purchaser and on behalf of the Purchaser give consent, affidavit, undertakings, NOC's and do all necessary things in all matters regarding property tax assessment, reassessment, availment of water connections to the said Flat, building in the Project "KULSWAMINI KASTURI" before all concerned Authorities, Government Authorities, semi-government Authorities such as Planning Authority, MSEDCL, MSRDC, MPCB, Environment Committee of Maharashtra/Union Govt. etc. and decisions taken/compliance made by the Promoter in this regard shall be binding on the Purchaser herein, and whatever acts done by the Promoter on behalf of the Purchaser shall stand ratified and confirmed by the Purchaser.

**BINDING EFFECT** Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser 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 Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser 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 Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

**ENTIRE AGREEMENT** This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/plot/building, as the case may be.

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

**PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASER** 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 Purchaser of the [Flat/Plot], in case of a transfer, as the said obligations go along with the [Flat/Plot] for all intents and purposes.

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

**METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT** Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the [Flat] to the total carpet area of all the Flats in the Project.

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.

RESERVATIONS:

A. It is also understood and agreed by and between the parties hereto that the Promoter shall be at liberty to allot and grant exclusive facility or restricted/limited common areas facility attached to the concerned Flat any open space, parking space, lobby, staircase landing, terrace, to any concerned Flat purchaser and the same shall belong exclusively to such Flat Purchaser, and the such Flat Purchaser shall be entitled for exclusive use of such garden space, parking space, terrace space, as the case may be, to the exclusion of all other Flat purchasers in the building or scheme. The Purchaser hereby irrevocably granted and shall be deemed always to have granted his/ her consent for grant and allotment of such exclusive facility or restricted facility attached to the concerned Flat.

B. All payments agreed to herein and otherwise required to be made by the Purchaser otherwise, shall always be the ESSENCE OF THE CONTRACT and failure whereof, shall be a breach of this agreement, committed by the Purchaser.

C. 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 Land and the building or any part thereof. The Purchaser shall have no claim save and except in respect of the said Flat hereby agreed to be sold to the Purchaser, and open spaces, parking's, lobbies et cetera, will remain the property of the Promoter until the said Land and the building save and except any part reserved by the Promoter, is transferred to the Purchaser or the said organization. The Promoter shall be entitled to dispose of such open space, terrace, parking's, garden space et cetera, to any Purchaser for which the Purchaser hereby grants and is always deemed to have granted the consent.

D. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of the time to the Purchaser by the Promoter for anything, shall not be construed as waiver or acquiescence on the part of the Promoter of any breach or noncompliance of any of the terms and conditions of this agreement by this Purchaser nor shall the same in any manner prejudice the rights of the Promoter.

E. The Purchaser shall not, without the written permission of the Promoter, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Flat, terrace and/or parking nor shall assign this agreement to any person unless the entire payment under this agreement till then is received by the Promoter. Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law.

F. The Purchaser shall permit the Promoter and its surveyors or agents with or without workmen and other, at all reasonable times to enter into the said Flat or any part thereof and to make good any defects found in respect of the said Flat or the entire building or any part thereof.

PLACE OF EXECUTION The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser, in after the

Agreement is duly executed by the Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.

The Purchaser and/or Promoter 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 Promoter will attend such office and admit execution thereof.

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

Name of Purchaser MR. ----- Address: -----

-----  
Notified Email ID: -----,  
Promoter name :M/s. M/S. Kulswamini Housing,  
MR. Shankar Gawade. Address: S.No.282/16, Aparna Society, TanajiNagar,  
Chinchwad, Pune 411033,  
Notified Email ID: shankargawade@yahoo.co.in

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, as the case may be.

JOINT PURCHASER That in case there are Joint Purchaser 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.

Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser.

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

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 will have the jurisdiction for this Agreement.

STAMP DUTY PARTICULARS Total Prescribed valuation as per Annual Ready Reckoner, 2017-18 -----, Taluka Khed, District Pune, as described in Sector \_\_\_/\_\_\_ for the said Apartment/Flat is Rs...../- Total agreed price Rs. Stamp duty (as per Article 25(d) (1) of the Bombay Stamp Act,1958) on higher amount of the two above Rs.\_\_\_\_\_ Note (in the event of the prescribed value is more than the agreed price) The agreed rate is true and correct market price of the said Flat. The stamp duty on the difference between the agreed price and the value prescribed has been paid under protest.

SCHEDULE -I

DESCRIPTION OF PROPERTY

All that piece and parcel of the property bearing Gat No. 115 (Old S.No. 1244) admeasuring area 00 H. 16 R. situated at village MEDANKARWADI Within the local limits of Panchayat Samiti Khed & Zilla

Parishad Pune and within the jurisdiction of Sub- Registrar Haveli, Pune and bounded as under:

On Or Towards the East : Gat No. 114  
On Or Towards the West : Property of Mr.Maruti Bhujabal  
On Or Towards the South : Gat No. 116  
On Or Towards the North : Chakan Shikrapur Highway

#### SCHEDULE- II

All that piece and parcel of the property bearing Gat No. 116 (Old S.No. 1246) admeasuring area 00 H. 20 R. situated at village MEDANKARWADI Within the local limits of Panchayat Samiti Khed & Zilla Parishad Pune and within the jurisdiction of Sub- Registrar Haveli, Pune and bounded as under:

On Or Towards the East : Property of Mr. Tanaji Agarkar  
On Or Towards the West : Property of Mr.Maruti Bhujabal  
On Or Towards the South : Property of Mr.Nanadabhau  
Mr. Vitthal Dhondiba Bhujabal  
On Or Towards the North : Property of Mr.Pardeshi Omprakash

#### SCHEDULE - III

##### DESCRIPTION OF UNIT / FLAT

Details of the Flat Constructed on property Described in Schedule - I&II above Unit / Flat -----Carpet Area -----Sq.ft i.e. -----Mtrs. on -----Floor including, Terrace in the Building named as"KULSWAMINI KASTURI"

That Purchaser is agreed to pay Service Tax , Vat or GST or any other Govt. Tax which may occur in future.

VALUATION DIVISION - 27.2

FLAT - -.

SCHEDULE -IV

PAYMENT SCHEDULE -

Rs. -

Rs-

Rs.- Agreement Cost

The purchaser shall on or before the delivery of possession of THE SAID Flat Keep deposited with Developer the following Amount:-

AMOUNT PAYMENT SCHEDULE

Rs.

Rs.

Service Tax & Vat or GST whichever is applicable will be Paid at Actual by the Purchaser.

#### SCHEDULE -V

##### COMMON AREAS AND FACILITIES

COMMON AREAS:-

The land under the buildings

The footings, RCC structures and main walls of the buildings

Staircase columns and lift as with lift room in the building/s  
Common silage/drainage, water, electrical lines, power backup  
Common ground water storage tank and overhead tank  
Electrical meters, wiring connected to common lights, lifts, pumps.  
Top terrace

LIMITED COMMON AREAS AND FACILITIES:

Partition walls between the two units shall be limited common property of the said two units.

The parking areas under stilts/ marginal open spaces/ podium/ basements and portions thereof may be allotted for exclusive use of the specific flat by the Promoter as per his discretion or retained by him

Other exclusive and limited common area and facilities as mentioned in the agreement.

All areas which are not covered under aforesaid head common areas and facilities are restricted areas and facilities.

Land around building and open areas.

SPECIFICATION & AMENITIES

Ceramics tiled flooring in all rooms  
Antiskid flooring in the bathroom.  
Ceramic tile dado up to door in bathroom.  
Reputed brands in sanitary ware and fittings.  
RCC door frame with decorative main door.  
Laminated flush doors.  
Anodized / powder coated aluminum windows.  
Concealed copper wiring with electrical switches.  
Provision for exhaust fan in the kitchen.  
Provision for cable and satellite TV.  
Granite kitchen platform with SS sink.  
Solar water heater System.  
Earthquake resistant structure.  
Beautiful landscape garden.  
Ample Parking.  
Sufficient children's play area.  
24-hours security at all entrances to the projects.  
Back up for elevators, common area and parking.

Attached exhibited 1) Commencement Certificate 2) Floor Plan

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THE DAY AND FIRST HEREINABOVE MENTIONED.

M/S. KULSWAMINI HOUSING  
THROUGH IT'S PROPRIETOR  
MR. SHANKAR BABAN GAWADE  
PROMOTER / DEVELOPER

Through its Power of Attorney Holder

MR.NAVNATH SHIVAJI GAWADE

MR. -----

MRS. -----  
PURCHASER / TRANSFEREE

WITNESSES:-

1. NAME :  
ADDRESS :  
SIGN :

2. NAME :  
ADDRESS :  
SIGN :