

AGREEMENT

THIS AGREEMENT is made and executed at on this day of Two Thousand and

BETWEEN

M/s SHIVDATTA DEVELOPERS, A Registered partnership Firm, Office No. 1, Ganesh Park, Satara Road, Katraj Chowk, Katraj, Pune- 411046, Site Office- Sr.No.43/7/1,Sharayu Garden,Gujarwadi Road,Katraj,Pune-411046.PAN – ABZFS 4370 F, Through its authorized partners-

1. Mr. VIKAS DNYANOBA PHATE

Age - about 43 years, Occupation- Business & Agriculturist

2. Mr. JAYVANT BANDU HODAGE

Age – about 36 years, Occupation- Business & Agriculturist

3. Mr. SHANKAR DAMODAR NIMBALKAR

Age - about 41 years, Occupation- Business & Agriculturist

Hereinafter referred to as the " PROMOTER/DEVELOPER " (which expression unless repugnant to the context or meaning thereof shall mean and include the said partnership firm , it's present and future partners, their heirs, executors, administrators and assigns.)

. . . . **OF THE FIRST PART.**

AND

Mr./Mrs./M/s.

...

Age: years, Occupation: PAN No.

Mr./Mrs./M/s.

...

Age: years, Occupation: PAN No.

Residing at/ having its office at:

.....

.....

Hereinafter referred to or called as "**THE PURCHASER/S**" (which expression unless repugnant to the context or meaning there of shall mean and include the Purchaser/s alone and shall include his/her/their heirs, executors, administrators and successors so far as the obligations on the part of the Promoter / Developer are concerned and Purchaser/s shall not be entitled to assign or transfer his/her/their rights, title and interest under this agreement)

. . . . **OF THE SECOND PART.**

W H E R E A S

A] The Promoter / Developer herein are well and sufficiently entitled to develop all that piece and parcel of composite block of land collectively admeasuring 00 Hectre 28 Aars which comprises area admeasuring 06 Aars bearing Survey No. 43 Hissa No. 5/1/1, area admeasuring 10 Aars bearing Survey No. 43 Hissa No. 6/1/4 and area admeasuring 12 Aars carved out of larger portion of land bearing Survey No. 43 Hissa No. 7/1 of village Katraj, within the local limits of Pune Municipal Corporation. The above lands are more particularly described in the First Schedule written hereinunder and hereinafter referred to as "**the said land.**"

B] The Title and the rights of the Promoter / Developer to develop the said land are detailed herein below: -

i. Survey No. 43 Hissa No. 5/1/1

That the land admeasuring 6 Ares bearing S. No. 43 Hissa No. 5/1/1 of village Katraj was previously owned and possessed by Sh. Naeem AKbar Banekar who has transferred said by sale deed dated 12/9/2011 bearing registration No. 7828/2011 of Sub Registrar Haveli No. 7, Pune and correction deed dated 13/8/2014 bearing registration No. 5425/2014 of Sub Registrar Haveli No.26 thereto in favour of M/s Shivdatta Developers, a registered partnership firm and accordingly by mutation entry No. 24616 and 28050 name of M/s Shivdatta Developers through it's partners are entered on village form 7/12 of said property.

ii. Survey No. 43 Hissa No. 6/1/4

That the land admeasuring 10 Ares bearing S. No. 43 Hissa No. 6/1/4 of village Katraj was previously owned and possessed by Sh. Naeem AKbar

Banekar who has transferred said by sale deed dated 12/9/2011 bearing registration No. 7828/2011 of Sub Registrar Haveli No. 7, Pune and correction deed dated 13/8/2014 bearing registration No. 5425/2014 of Sub Registrar Haveli No.26, Pune thereto in favour of M/s Shivdatta Developers, a registered partnership firm and accordingly by mutation entry No. 24616 and 28050 name of M/s Shivdatta Developers through it's partners are entered on village form 7/12 of said property.

iii. Survey No. 43 Hissa No.7/1

That the land admeasuring 12 Ares bearing S. No. 43 Hissa No. 7/1 of village Katraj was previously owned and possessed by Sh. Sandesh Dnyanoba Fate and others and by Development Agreement and Power attorney both dated 21/1/2012 bearing registration No. 700/2012 and 701/2012 of Sub Registrar Haveli No.9, Pune Sh. Sandesh Dnyanoba Fate and others have entrusted development rights of said property to and in favour of M/s Shivdatta Developers, partnership firm. That subsequent to the above Development Agreement and Power attorney both dated 21/1/2012, Sh. Sandesh Dnyanoba Fate and others have by sale deed dated 7/1/2013 bearing registration No. 287 of Sub Registrar Haveli No. 1, Pune have sold/ transferred said property to and in favour of M/s Shivdatta Developers and accordingly by mutation entry No. 25951 name of M/s Shivdatta Developers through it's partners are entered on village form 7/12 of said property as owner/possessor and M/s Shivdatta Developers entitled for all ownership rights of said property.

C] That subsequently on amalgamation and lay out of above said land bearing Survey No. 43 Hissa No. 5/1/1(6 Ares), Survey. No. 43Hissa No. 6/1/4 (10 Ares) and Survey No. 43 Hissa No.7/1(12 Ares) subdivided into 2 plats which bears Survey No. 43 Hissa No. 5/1/1/6/1/7/1 Plot No. 1 admeasures 2196.10 Sq. Mtrs.and Survey No. 43 Hissa No. 5/1/1/6/1/7/1 Plot No. 2 admeasures 603.90 Sq. Mtrs.out of which land admeasuring 385.48 Sq. Mtrs. is acquired by Pune Municipla Corporation D P Road.

D] That the Promoter / Developer herein has entered into a standard agreement with Architect Kanhe Takalkar & Associates and Structure Vision for the preparation of the structural design and drawings of the building and Promoter / Developer accept the professional supervision of the said Architect and the Structural Engineer till the completion of the building/s to be constructed

on the said subject land. The Promoter / Developer has reserved the right to change the aforesaid Architect and Structural Engineer during the course of said construction scheme.

E] That the Promoter / Developer has got approved the plans and specifications, elevations, sections and details of the said building/s, to be constructed on the said land from the Pune Municipal Corporation vide commencement certificate bearing No. CC/1547/13 dated 19/8/2013 and revised commencement certificate bearing No. CC/1244/16 dated 09/08/2016 and revised commencement certificate bearing No. CC/0816/17 dated 21/06/2017.

F] That the Promoter / Developer has obtained necessary Non Agriculture use permission of said land from Additional Collector, Pune vide order bearing No. PMH /NA/SR/838/2013 dated 13/3/2014.

G] In light of the aforesaid transactions, the Promoter / Developer herein have absolute authority to obtain revised sanction to the building layout, building plans and to develop the said land by constructing multistoried buildings thereon and have absolute right to sell, lease, mortgage, etc. the flats, apartments, showrooms, shops, offices, Flat, tenements in the building which is/are under construction or to be constructed on the said land and further have absolute authority and right to allot exclusive right to use terraces, reserved / restricted areas, space for advertisements on the terrace of the building, etc. in the buildings, which is/are under construction or to be constructed on the said land by the Promoter / Developer and to enter into agreements with the Purchasers, Mortgagees, lessees, etc. and to receive sell price and deposit and other charges in respect thereof.

H] The Promoter / Developer herein has commenced the development of the said land by constructing 1 (One) residential and commercial building thereon which consists of Lower, Ground Floor plus 6 floors and the entire development and Project to be known as SAI NISARGA which consists of Residential and Commercial Flats / Units.

I] The Promoter / Developer shall within the prescribed time get itself registered above said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority.

J] That the Promoter / Developer proposes to sell / allot the Flat/s and also car parking space / open space / Terrace appurtenant or adjoining to certain flat/s in the said building/s on Ownership basis and is / shall be entering into separate Agreements for Sale / allotment of such modifications as may be desirable by the Promoter / Developer with a view that ultimately all such flat/s Purchaser/s / Allottee/s together shall form and incorporate a Co-operative Housing Society / Condominium of Apartments (Hereinafter referred to as BODY / ORGANIZATION).

K] The Promoter / Developer has disclosed to the Purchaser/s that there are no litigations pending in respect of the said land and/or the said Project as on the date of this agreement.

L] The Purchaser/s herein has/have demanded from the Promoter / Developer and the Promoter / Developer has given photocopies to the Purchaser/s of all the documents relating to the said land and the plans, designs and specifications prepared by the aforesaid Architect of the Promoter / Developer and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 read with the Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal, etc.) Rules, 2017 and regulations there under.

M] That the copies of the 7/12 extract /Property Extract Card of the said land showing the nature of the title of the Promoter / Developer is annexed hereto as Annexure "A", The Copy of the Commencement Certificate is annexed hereto as Annexure "B", The copy of the Certificate of the Title of the said land issued by the Advocate of the Promoter / Developer herein is annexed hereto as Annexure "C", The copy of floor plan of the Flat/s agreed to be purchased by the Flat/s Purchaser/s is annexed hereto as Annexure "D", The copy of N. A. Order is annexed hereto as Annexure "E", The Details of the Specifications and amenities of the Flat/s is annexed hereto as Annexure "F". The details of the payment of installments of consideration are annexed hereto as Annexure "G". The photo identity of the Promoter / Developer is annexed hereto as Annexure "H". The Power of Attorney of the person/s admitting the registration on behalf of the Promoter / Developer is annexed

hereto as Annexure "I". The photo identity of the attorney appointed by the Purchaser/s herein is annexed hereto as Annexure "J".

N] The Promoter / Developer has disclosed that they have obtained the necessary permissions and sanctions to the plans, the specifications, elevations, sections and the said building/s for the commencement of the development of the said land and shall obtain the balance approvals and sanctions from various authorities from time to time, so as to obtain the Completion Certificate of the said building and the tenements therein.

O] After the Purchaser/s' enquiry, the Promoter / Developer herein has requested to the Purchaser/s to carry out independent search by appointing his/her/their own Advocate and to ask any queries, he/she/they had regarding the marketable title of the Promoter / Developer and rights and authorities of the Promoter / Developer herein and also as regards all permissions and sanctions for development and the terms/ conditions/stipulations as stated therein. The Purchaser/s declares that he/she/they has/have satisfied himself/herself/themselves regarding the same and shall not raise any dispute hereafter.

P] The Purchaser/s herein has/have applied to the Promoter / Developer for allotment of the said Flat more particularly described in schedule II written hereinunder and herein referred to or called as "**THE SAID FLAT**" and that the Promoter / Developer have confirmed the allotment of the said Flat to the Purchaser/s.

Q] For the purposes of this Agreement, "Carpet Area" shall mean the net usable floor area of the said Flat, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Flat for the exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat for the exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Flat.

R] The Purchaser/s herein is/are aware of the fact that the Promoter / Developer herein have entered or will enter into similar or separate agreements with several other person/s and party/ies in respect of the other tenements/ flats/ showrooms/ shops/ offices/ terraces, and top terrace etc.

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

T] Prior to the execution of this Agreement, the Purchaser/s has/have paid to the Promoter / Developer a sum of Rs. _ _ _ _ _ /- (Rupees _ _ _ _ _ only), being Application amount and which is now converted into part payment of the sale consideration of the said Flat agreed to be sold by the Promoter / Developer to the Purchaser/s (the payment and receipt whereof the Promoter / Developer doth hereby admit and acknowledge) and that the Purchaser/s have agreed to pay to the Promoter / Developer, the balance consideration of the sale consideration in the manner as stated in Annexure - "G" annexed hereto.

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

V] In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter / Developer has agreed to sell and the Purchaser/s has/have agreed to purchase the said Flat and hence the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence these presents.

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

1. CONSTRUCTION

A] As stated hereto before the Pune Municipal Corporation/concerned authorities has sanctioned the building plans of the above said Sai Nisaraga Building having Lower, Ground Floor plus 6 floors which is under

construction on the said land. The Promoter / Developer herein shall continue and complete the construction of the building on the said land in accordance with the plans, designs and specifications approved or to be approved by the Concerned Authority or within building construction rules and regulation of the Local Authority or Concerned Development Controlling Authority.

B] Provided that, the Promoter / Developer shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the said Flat except (i) any alterations or additions required by the Government authorities/ local authority or development controlling authorities or due to change in any law, rules or regulations, or (ii) any minor changes or modifications as may be required by the Purchaser/s, or (iii) any minor changes or modifications or alterations as may be required due to architectural and/or structural reasons duly recommended and verified by the Project Architects or Engineers after proper declaration and intimation to the Purchaser/s.

2. CONSIDERATION OF THE SAID FLAT

A] Relying upon the Purchaser/s representation/s and assurance/s, the Promoter / Developer herein has agreed to sell and the Purchaser/s herein has/have agreed to purchase from the Promoter / Developer **Flat No. _____** admeasuring carpet area about _____ **square metres** and adjacent terrace admeasuring _____ **square metres** situate on _____ (_____) Floor in Sai Nisarga **Building** which Flat is hereinafter referred to as "**THE SAID FLAT**", at or for total lumpsum consideration of **Rs. _____/- (Rupees _____ only)** including the price for the proportionate share in the said land subject to the encumbrances of restricted areas and facilities and also includes the expenses for providing genset backup for lifts and common lights and proportionate share in price of the common areas and facilities appurtenant to the said Flat, but excluding all expenses of stamp duty and registration fees, MSEDCL charges/ deposits, amaintenance deposits/charges, Goods and Service Tax or such levies which will have to be paid by the Purchaser/s to the Promoter / Developer or concerned authority separately.

B] The total consideration as stated above excludes GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax or any other tax which is applicable / which shall be applicable for the this Agreement, and Purchaser/s has/ have agreed to pay the all above taxes by separate payments to the Promoter / Developer on every installment of payment of the consideration. If any time after the execution of this agreement any of the above said tax/taxes is/are increased under the respective statutes by the Central or State Government as the case may be in respect of the said Flat or this agreement or this transaction the same shall be borne and shall paid by the Purchaser/s within 7 (seven) days from the date of demand of the same by the Promoter / Developer. In the event the Purchaser/s fail/s to pay above said tax/taxes within the stipulated time, then the same shall remain a lien or charge of arrears on the said flat in favour of the Promoter / Developer and the Promoter / Developer shall be entitled to recover the same from the Purchaser/s along within interest thereon

C] The above mentioned consideration towards the said Flat is escalation free, save and except any increases which the Purchaser/s agree/s to pay due to any increase on account of (i) development charges payable to the concerned authority and/or (ii) any charges which may be levied or imposed by the concerned authorities from time to time and/or (iii) inflation or price escalation of any building material/s by more than 20% (twenty percent) above the price of such building material/s as on the date of this agreement. The Promoter / Developer agree that at the time or raising such a demand for such escalation, the Promoter / Developer shall enclose the notification / rule/ regulation / order/ etc. to that effect.

3. PAYMENT OF INSTALLMENTS OF CONSIDERATION

A] The Purchaser/s herein is well aware that, the building in which the said Flat is situated and which building is under construction on the part of said land, the construction of which is in progress and considering the present status of the construction of the same, the Purchaser/s has/have agreed to pay the aforesaid agreed consideration to the Promoter / Developer herein in the manner detailed in Annexure "G" annexed hereto.

B] The Purchaser/s herein shall pay the aforesaid consideration to the Promoter / Developer herein on due date or within 7 (seven) days from the Purchaser/s receiving the written intimation from the Promoter / Developer calling upon the Purchaser/s to make the payment. Payment in time is the essence of the contract.

C] The Promoter / Developer herein informed to the Purchaser herein that, aforesaid payment has to be made by the Purchaser/s by Cheques/Demand Draft issued/drawn in the name of **"M/s. Shivdatta Developers"**.

D] The Purchaser/s authorizes the Promoter / Developer to adjust/appropriate all payments made by him/her/them under any head/s of due against lawful outstanding, if any, in his/her/their name/s as the Promoter / Developer may in its sole discretion deem fit and the Purchaser/s undertake/s not to object/ demand/ direct the Promoter / Developer to adjust his/her/their payments in any manner.

E] The parties hereto agree and covenant that in case of any delay in payment of installment shall led to delay in completion of the said Flat and would result in delay in handing over possession thereof by the Promoter / Developer to the Purchaser/s and that the Promoter / Developer shall not be responsible for delay in handing over the possession in case of delay of payments by the Purchaser/s.

F] The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s by discounting such early payments at the rate of 10% (ten percent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Promoters.

4. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

A] It is hereby agreed that the Promoter / Developer and the Purchaser/s herein shall observe and perform and comply with all terms and

conditions, stipulations, restrictions, if any, which have been or which may be imposed by Pune Municipal Corporation or the local authority at the time of sanctioning of the plan/s or any time thereafter or at the time of granting Completion Certificate/s.

B] The Purchaser/s herein shall not be entitled to claim possession of the said Flat until the Completion Certificate in respect of the said Flat is received by the Promoter / Developer from Pune Municipal Corporation or the Local Authority and the Purchaser/s herein have paid all dues payable under this agreement in respect of the said Flat to the Promoter / Developer and is/are not guilty of breach of any of the terms and conditions of this Agreement.

4. UTILIZATION OF THE FSI/TDR/BUILDING POTENTIAL

A] In this agreement, the word FSI (floor space index) or FAR (floor area ratio) or TDR (transferable development rights) or Paid FSI or any other buildable potential shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws.

B] It is hereby declared that, sanctioned plan/s has/have been shown to the Purchaser/s and the floor space index (FSI) available is shown in the aforesaid plan/s including utilized and unutilized FSI. Similarly, the floor space index, if any, utilized as floating floor space index or in any manner, i.e. to say, FSI of the said land transfer on other property or FSI of the other property being TDR transfer or Paid FSI to be consumed on the said land is also shown on the tentative plan which would be sanctioned in due course of time.

C] The Promoter / Developer has at the time of this Agreement utilized a buildable potential as per the sanctioned plans and shall utilize the balance buildable potential by revising the building plans by addition additional tenement/floors in and upon the said Sai Nisarga Building in due course of time and for such utilization of the balance buildable potential by the Promoter / Developer, the Purchaser/s have the given their specific irrevocable consent and no objection by executing this Agreement to carry out such amendments, alterations, modifications and/or variations in constructing the said Flat, said building on the said

land and/or to the layout plan and/or to the building plans (whether or not envisaged and/or constructed at present) provided that the location, the area, the size and shape of the said Flat agreed to be purchased by the Purchaser/s is not adversely affected in any manner. The Purchaser/s further undertake/s to give any further consent or no objection as may be required by the Promoter / Developer for the said purpose without any demur and delay.

5. DISCLOSURE AND INVESTIGATION OF TITLE AND BUILDABLE POTENTIAL

A] The Promoter / Developer herein has made full and true disclosure to the Purchaser/s as to the title, rights and authorities of the Promoter / Developer in respect of the said land and the buildable potential as well as the encumbrances, if any, known to the Promoter / Developer.

B] The Promoter / Developer herein have also requested to the Purchaser/s to carry out the search and to investigate the marketable title, rights and authorities of the Promoter / Developer in respect of the said land and also as regards the buildable potential by appointing his/her/their own Advocates/Architects/etc

C] The Purchaser/s hereinafter shall not be entitled to challenge or question the title, rights/authority of the Promoter / Developer in respect of the said land and the buildable potential and further the Promoter's rights and authority as to enter into this agreement.

6. TIME IS ESSENCE OF THE AGREEMENT

A] Time is of the essence of this Agreement for the Promoter / Developer as well as the Purchaser/s.

B] The Promoter / Developer shall abide by the time schedule for completing the Project and handing over the said Flat to the Purchaser/s and the common areas to the ultimate organization of the tenement purchasers in the Project after receiving the Completion Certificate from the concerned authorities. The Promoter / Developer has disclosed that the total Project would be completed prior to December 2020.

C] If the Promoter / Developer fail to abide by the time schedule for completing the Project and handing over of the said Flat to the Purchaser/s, the Promoter / Developer agree to pay to the Purchaser/s, who does not want to withdraw from the project, the Promoter / Developer shall pay interest as stated in Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 on all amounts paid by the Purchaser/s (excluding the amounts paid towards GST or like) for Flat.

D] The Purchaser/s agrees to pay to the Promoter / Developer interest as stated in Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 on all the delayed payments which become due and payable by the Purchaser/s to the Promoter / Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoter / Developer. Provided that the tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter / Developer under this Agreement, nor shall it be construed as condonation of the delay by the Promoter / Developer against delay in payments by the Purchaser/s.

D] Without prejudice to the right of the Promoter / Developer to charge interest in terms of clause 7 (E) hereinabove, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoter / Developer under this Agreement (including his/her/their proportionate share of taxes levied by the concerned authorities and other outgoings) and on the Purchaser/s three defaults of payment of installments (either being the same or other and as demanded by the Promoter / Developer), the Promoter / Developer shall at its own option, may terminate this Agreement: Provided that, the Promoter / Developer shall give written notice of fifteen days send by Registered Post A.D. and by email at the address provided by the Purchaser/s of its intention to terminate this Agreement and of the specific breach/ies of the terms and conditions in respect of

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

E] Provided further that upon the termination of this Agreement as aforesaid, the Promoter / Developer shall refund to the Purchaser/s, subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter / Developer within a period of 30 (thirty) days of the termination, the installments of sale consideration of the said Flat which may then have been paid by the Purchaser/s to the Promoter / Developer. It is understood that the Promoter / Developer will not have to refund any amounts which have been paid by the Purchaser/s towards GST or like. It is agreed by the parties that for the purposes of termination as envisaged herein the Promoter / Developer shall be entitled to liquidated damages quantified at 10% of the total consideration of the said Flat.

F] At the time of accepting the said refund of the amounts the Purchaser/s shall execute and register the necessary Deed of Cancellation as required for by the Promoter / Developer and shall also hand over the original of these presents to the Promoter / Developer. In the event the Purchaser/s fail/s to come forward to execute and register the Deed of Cancellation within 7 (seven) days from such written intimation being given to the Purchaser/s, then by these presents itself the Purchaser/s herein irrevocably nominate, constitute and appoint Mr. Lokesh Gulab Mangade, Age: 30 years, Occupation: Business, having address at: Mangadewadi, Pune 411046 being the person admitting these presents on behalf of the Promoter / Developer (The photocopy of the photo identity of Mr. Lokesh Gulab Mangade is annexed hereto as Annexure "J" hereto for purpose of identification), as his/her/their, constituted attorney to execute and admit the execution of Deed of Cancellation or any other document as may required to cancel this transaction in law and on termination of this Agreement as aforesaid and who is entitled to do the same on refund of amount to the Purchaser/s by sending the same by cheque/demand draft as aforesaid by Registered Post A.D. By executing these presents the Purchaser/s for himself / herself / themselves and his heirs, executors and administrators ratify and confirm and agree to ratify

and confirm aforesaid act of the Constituted Attorney by virtue of these present clause. In pursuance of appointment of the constituted attorney as aforesaid by the Purchaser/s, for the aforesaid purpose, the additional stamp of Rs. 500/- (Rupees Five Hundred only) is paid herewith by the Purchaser/s for this instrument under the Maharashtra Stamp Act, 1958.

7. SPECIFICATIONS AND AMENITIES

If any extra fittings, fixtures, and/or amenities are required by the Purchaser/s, then the Purchaser/s shall inform in writing to the Promoter / Developer and if it is possible for Promoter / Developer, then the Promoter / Developer herein at his/its/their sole discretion may provide the same, provided the Purchaser/s accepting the cost/price of such extra amenities and undertake to pay or deposit the same prior to the commencement of such extra work and such additions bills raised by the Promoter / Developer shall be final.

8. DELIVERY OF POSSESSION

A] The Promoter / Developer herein shall complete the construction of the said Flat in all respect on or before December 2020. In the event, the Promoter / Developer fail or neglect to hand over possession of the said Flat to the Purchaser/s on account of reasons beyond their control and of its agents by the aforesaid date, then the Promoter / Developer shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the said Flat with interest at the same rate as mentioned herein above from the date the Promoter / Developer has received the sum till the date the amounts and interest thereon is repaid to the Purchaser/s.

B] Provided that, the Promoter / Developer shall be entitled to reasonable extension of time for giving delivery of the said Flat on the aforesaid date, if the completion of the said building in which the said Flat is situated is delayed on account of: -

C] War, civil commotion, strikes or act of God.

D] Any notice, order, rule, notification of the Government and/or public or competent authority or Court.

E] The Purchaser/s has/have committed any default in payment of installment on its due dates as mentioned in Annexure "G" annexed hereto. (This is without prejudice to the right of the Promoter / Developer to terminate this agreement as stated in these presents).

F] Non payment or delay in payment of any governmental taxes and levies as set out hereinabove. (This is without prejudice to the right of the Promoter / Developer to terminate this agreement as stated in these presents).

G] Non-availability or shortage of steel, cement, or any other building materials, water or electric supply including workmen/s, labourer/s, etc.

I] Any extra work required to be carried in the said Flat as per the requirement and at the cost of the Purchaser/s.

K] Pendency of any litigation.

L] Any unanticipated difficulty due to change in any Government rules or regulations or any objections from any Government authority or other Competent Authority.

M] Any delay in getting any permissions, sanctions, consents, no objections or Completion Certificate from Pune Municipal Corporation or any concerned authority due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities well within the stipulated time frame.

N] Any delay in getting any services such as electricity, water, drainage, sewage connections or meters from concerned authority/department due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities/department well within the stipulated time frame.

O] Any other reasons beyond the control of the Promoter / Developer including force majeure conditions.

9. PROCEDURE FOR TAKING AND FAILURE TO TAKE POSSESSION OF THE SAID FLAT

A] After completion of construction in all respects in respect of the said Flat and upon obtaining the Completion Certificate, the Promoter / Developer herein shall within 7 (seven) days inform in writing to the Purchaser/s that the said Flat is ready for use and occupation and to take possession of the said Flat within a period of 15 (fifteen) days from the receipt of such letter.

B] On receipt of such letter from the Promoter / Developer, the Purchaser/s herein shall inspect the said Flat in all respect and get satisfied according to the terms and conditions of this Agreement and after the Purchaser/s is/are satisfied himself/ herself/ themselves as aforesaid within the said period as mentioned herein above at his/her/their request, the Promoter / Developer herein shall hand over the possession of the said Flat to the Purchaser/s on payment of all amounts due and payable by the Purchaser/s to the Promoter / Developer under this Agreement and the Purchaser/s herein has/have not committed any default in payment of consideration in installment on its due date to the Promoter / Developer in pursuance of these presents.

C] It is agreed between the parties thereto that on receipt of possession of the said Flat by the Purchaser in pursuance of these presents, it shall be presumed that Purchaser/s herein has/have accepted the said Flat on as is where is basis and extinguished his/her/their rights as to raise any objection or complaint under whatsoever head.

D] At the time of taking possession of the said Flat, the Purchaser/s shall execute the necessary Supplementary Agreement for Possession in such form as may be required by the Promoter / Developer and also shall execute such necessary indemnities, undertaking and such other documentation as may be required under this Agreement or by the Promoter / Developer.

E] The Purchaser/s agree/s to pay the maintenance charges, deposits as determinate by the Promoter / Developer or ultimate organization of the tenement purchasers in the project, as the case may be at the time of taking possession of the said Flat.

F] In the event, the Purchaser/s fail/s to take possession of the said Flat as stated hereinabove, the same shall be construed as a breach of the terms and conditions of this Agreement and that the Purchaser/s shall be liable to pay maintenance charges, taxes, etc as applicable.

10. DEFECT LIABILITY

A] If within a period of 5 (five) years from taking possession or 15 (fifteen) days from the date of obtaining the Completion Certificate from the concerned authority whichever is earlier, the Purchaser/s brings to the notice of the Promoter / Developer any structural defect in the said Flat or the building in which the said Flat is situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defect/s shall be rectified by the Promoter / Developer at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be only entitled to receive from the Promoter / Developer reasonable compensation for such defect in the manner as provided under the Act.

B] Provided that, (i) the Purchaser/s shall maintain the said Flat in good conditions and repairs, (ii) shall not break open any walls/floorings or chisel or damage the same or carry on extensive interior works or enclosure works, (iii) shall not carry out any alterations / modifications / additions of the whatsoever nature in the said Flat or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations/modifications/ additions in any of the fittings, pipes, water supply connections, sewage lines or any erection or alteration or modifications in the kitchen, bathrooms and toilets, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter / Developer, the defect liability automatically shall become void.

C] The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter / Developer and

shall not mean defect/s caused by normal wear and tear, negligent use of said Flat by the Occupants, vagaries of nature, any damage caused due to mishandling, misuse or due to any modifications or furniture work carried out by the Purchaser/s either themselves or through their agents or nominees or occupants, etc.

11. USE OF THE SAID FLAT

A] The Purchaser/s shall use the said Flat or any part thereof or permit the same to be used only for the purpose as shown in the sanctioned plans i.e. residential or commercial purpose.

B] The Purchaser/s shall use the allotted or common parking space only for the purpose for keeping or parking the Purchaser/s own two or four wheeler light vehicle but not entitled to park inside the Project or the said car parking any heavy vehicles such as trucks, bull dozers, buses, tractors, etc. and further that the Purchaser/s shall not be entitled to park his/her/their any two or four wheeler vehicles in the common marginal spaces,

C] Further the Purchaser/s or none of the occupants is/are entitled to have entry of any public vehicles without prior written consent from the Promoter / Developer till handing over the administration to the ultimate organization of tenement purchasers and thereafter from the managing committee of such ultimate organization.

12. FORMATION OF CO-OPERATIVE SOCIETY/ CONDOMINIUM OF APARTMENTS:-

The Flat/s Purchaser / s along with other Purchaser / s of the Flat/s / s in the building / s shall join in forming and registering the society or a Co-operative Society / Condominium of Apartments and for becoming a member including the bye-laws of the proposed society and duly fill in, sign and return to the Promoter / Developer within 8 days of the same being forwarded by the Promoter / Developer to the Flat/s Purchaser/s so as to enable the Promoter / Developer to register the said organization of the purchaser/s. No objection shall be taken by the Flat/s Purchaser if any changes or modification are made in the draft bye laws as may be

required by the Registrar of Co-operative Societies or any other Competent Authority. The Promoter / Developer shall have the right and discretion to form in singular or with separate identities from time to time sign and execute the application for registration and or membership and other papers of the documents necessary for the registration and complete the formalities required for that.

13. CONVEYANCE IN FAVOUR OF SOCIETY/CONDOMINIUM OF APARTMENTS: -

Unless prevented by circumstances beyond the control of the Promoter / Developer it is agreed that society/condominium of apartments of Flat/s purchaser/s will be formed and registered and property will be conveyed to such society or condominium of apartments or its members within one year from and after (i) completion of construction of the building and utilization of entire FSI and TDR permissible to be utilized on the said land as per Development control Rules (whether previously got sanctioned or not), (ii) Sale of all Flat/s in scheme, (iii) acceptance of the draft of sale deed by the Parties concerned (i. e. by Promoter / Developer and society/ condominium of apartments) by their mutual consent and (iv) after payment of all the dues, amounts and considerations including stamp duty, etc. by all the members of the society / all the Flat/s purchaser/s (whichever is later).

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

A] Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said Flat, the Purchaser/s herein shall be liable to bear and pay all taxes, cesses in respect of the said Flat and non-agricultural assessment in respect of the said land to the respective authorities and/or to the Promoter / Developer or/and to the ad-hoc committee appointed by the Promoter / Developer or authorized committee of the Association or Society which is to be formed by the Promoter / Developer herein as stated hereinbefore.

B] Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said Flat, the Purchaser/s herein shall be liable to bear and pay the maintenance charges towards the said Flat quantified at

Rs. 32/- (Rupees Thirty Two only per square metre (total area) per month to the Promoter / Developer and/or maintenance company appointed by the Promoter / Developer or/and to the ad-hoc committee appointed by the Promoter / Developer or authorized committee of the Association or Society which is to be formed by the Promoter / Developer herein as stated hereinbefore. That at the time of possession of the said Flat, the Purchaser/s herein shall pay 24 months maintenance charges at the above rate of Rs. 32/- (Rupees Thirty Two only per square metre (total area) per month to the Promoter / Developer and/or maintenance company.

C]The maintenance charges shall be only towards the common areas and amenities and payment of bills for common water pumps/ lights, etc. and general maintenance of gardens, open spaces, etc. AMC for lifts and other equipments, etc. and provision of security services.

D] It is specifically agreed between the parties hereto that, the Promoter / Developer is not responsible/liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold Flat/s in the project.

E] It is further specifically agreed that the Purchaser/s shall every month/year contribute and pay to the ultimate organization of the tenement purchasers and/or said maintenance company such sums as may be determined by the said maintenance company having regards to inflation.

F] The Purchaser/s shall also be liable to pay any taxes such as service tax, VAT, GST, etc., if applicable as regards to the said maintenance service to be provided.

G] That in addition to consideration of the said Flat the Purchaser/s shall on or before delivery of possession of the said Flat pay the Promoter / Developer the payment / charges towards MSEDCL Co, share money, application & entrance fees, legal fees, etc. for formation of Co-operative Society / Condominium of Apartments. In the event of default the Promoter / Developer shall be entitled to terminate this agreement and shall be construed as a breach of this agreement.

15. SPECIAL COVENANTS

A] The Promoter / Developer herein have specifically informed to the Purchaser/s and Purchaser/s herein is/are also well aware that, the Promoter / Developer herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building, outer colour scheme, terraces, windows and grills etc. and hence the Purchaser/s or any owner or occupier of the tenement/s in the building or Project shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces.

B] The Purchaser/s shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi governmental agencies and pollution control board and which includes operation of the rain water harvesting, STP, bio compost plant, STP (if any), etc. The Purchaser/s hereby gives his/her/their consent and no objection to the Promoter / Developer and/or the ultimate organization of tenement purchasers or the maintenance company to operate and run facilities such as sewage treatment plant (if any), rain water harvesting, etc. as per the rules and regulations imposed by the concerned authorities.

C] If at any time, after execution of this agreement, any additional tax/duty/charges/premium/cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said land or the said Flat or this agreement or the transaction herein, shall exclusively be paid/borne by the Purchaser/s. The Purchaser/s hereby, always indemnifies the Promoter / Developer from all such levies cost and consequences.

D] The Purchaser/s is/are hereby prohibited from raising any objection in the matter of sale of Flat, tenements and allotment of exclusive right to use parking spaces, garage, terrace/s, garden space/s, space/s for

advertisement, installation or wireless communication towers or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Purchaser/s is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.

E] Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said land and building/s/wing/s or any part thereof except the said Flat. The Purchaser/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, Garden space etc. will remain the property of the Promoter / Developer until the said land and building is transferred to the ultimate organization of the tenement purchasers as hereinabove mentioned.

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

G] In the event of the any ultimate organization of tenement purchasers being formed and registered before the sale and disposal of all the tenements/units. Flat in the building/wing, all the power, authorities and rights of the Purchaser/s herein shall be always subject to the Promoter's over all right to dispose of unsold tenements and allotment of exclusive rights to use un-allotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement, installation of wireless communication towers etc. and all other rights thereto. The Purchaser/s or any other tenement holder in the building or ad-hoc committee or Association of Apartment or Society or the maintenance company as the case may be shall have no right to demand any amount from the

Promoter / Developer herein in respect of the unsold tenements/Flat towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

H] If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any tenement, has/have allotted by the Promoter / Developer to the purchaser of any tenement in the building, such respective buyer and Occupier of the such tenement shall use the same being open space or terrace etc. and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of tenement holders in the building commit breach of this condition, the Promoter / Developer herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective tenement buyers or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the Purchaser/s herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any Flat being allotted as a exclusive right to use the terrace, open space, parking space etc. along with the said Flat, if any.

I] In case after the possession of the said Flat is handed over to the Purchaser/s and the Purchasers let out or rent or lease or give on leave and license basis the said Flat, then in such an event, the Purchaser/s shall inform in writing to the Promoter / Developer or the ultimate organization the details of such tenant or licensee or care takers.

16. PROMOTER'S EXCLUSIVE RIGHT TO DEAL WITH THE RESTRICTED AREAS AND FACILITIES:

It is hereby agreed that the Promoter / Developer herein have the exclusive right of allotment of exclusive right to use and occupy different parking spaces, adjoining terraces, top terraces or open spaces or right to develop garden in adjoining open space/s, space for advertisement on terrace or in the building/wing, to one or more person/s of their choice. It is hereby agreed that the areas mentioned in the Schedule III written hereunder under head Common Facilities only shall be the common

facilities and the Promoter / Developer shall be entitled to declare all other areas as restricted or reserved areas and facilities alienate and dispose off other areas and facilities in such manner as the Promoter / Developer thinks fit.

17. REPRESENTATIONS AND WARRANTIES BY THE PROMOTERS

A] The Promoter / Developer has clear and marketable title with respect to the Project land, as declared in the title certificate annexed to this Agreement and have the requisite rights to carry out development upon the said land and also have actual, physical and legal possession of the said land for the implementation of the said land.

B] The Promoter / Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said project.

C] There are no encumbrances upon the said land or the said Project save and except those disclosed in the Title Report and/or in this Agreement.

D] There are no litigations pending before any Court of Law with respect to the said land or Project save and except those disclosed in the Title Report and/or in this Agreement.

E] All approvals, licenses and permits issued by the competent authorities with respect to the said project, or the said 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 said project, the said land and the said building/wing shall be obtained following due process of law and the Promoter / Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said project, said land and the said building/wing and common areas.

F] The Promoter / Developer has a 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 Purchaser/s created herein, may prejudicially be affected.

G] The Promoter / Developer has not entered into any agreement for sale and/or development agreement or any other agreement with any person/s or party with respect to the said land, including the said Project and the said Flat which will in any manner affect the rights of the Purchaser/s under this Agreement.

H] The Promoter / Developer confirm that the Promoter / Developer is not restricted in any manner whatsoever from selling the said Flat to the Purchaser/s in the manner contemplated in this Agreement.

I] At the time of execution of the Conveyance of the said land and structure to the ultimate organization of tenement purchasers, the Promoter / Developer shall hand over lawful, vacant, peaceful and physical possession of the common areas of the structure to the ultimate organization of the tenement purchasers.

J] The Promoter / Developer 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 concerned authorities.

K] No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including notice for acquisition or requisition of the said land) has been received or served upon the Promoter / Developer in respect of the said land and/or the said Project save and except those disclosed in the title report and/or in this agreement.

18. COVENANTS AS TO THE USE AND MAINTENANCE OF THE SAID FLAT ETC.

The Purchaser/s himself/herself/themselves doth hereby covenant with the Promoter / Developer as follows for the said Flat and also for the building in which the said Flat is situated.

A] Not to store in/outside the said Flat or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building/wing or storing of such goods is objected to by the concerned local authority any other authority or under any law and shall not carry out or caused to carried out heavy packages upto upper floors, which may damage or likely to damage staircase, common passages, lift/elevator or any other structure of the building/wing including entrances of the building/wing in which the said Flat is situated and in case of any damage is caused to the building in which the said Flat is situated or the said Flat on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for all the consequences of the breach.

B] To carry at his/her/their own cost/s all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoter / Developer to the Purchaser/s. Provided that for the defect liability period such repairs shall be carried out by the Purchaser/s with the written consent and under the supervision of the Promoter / Developer. And further the Purchaser/s shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

C] Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the said Flat or any part thereof and not to make any addition or alteration in the elevation and outside colour scheme of the building in which the said Flat is situated and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC pardis or other structural members in the said Flat without the prior written permission of the Promoter / Developer and/or the ultimate organization of the tenement purchasers.

D] Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said land and the building/s/wing/s or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

E] 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 said land and the building in which the said Flat is situated.

F] Not to install any satellite TVC Dish or TV Antenna, broad band antenna or any similar device on the balconies or terrace attached to the said Flat or the op terrace. Prior written permission for installation of such devices shall have to be obtained from the Promoter / Developer or ultimate organization of tenement purchasers as the case may be and shall only be installed on the top terrace at predetermined places and all wirings cabling shall be done only through designated ducts.

G] Pay to the Promoter / Developer within 15 (fifteen) days of demand by the Promoter / Developer, his/her/their share of security deposit demanded by the concerned authority or Government for giving water, electricity or any other service connection to the building in which the said Flat is situated.

H] To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion certificate in respect of the said Flat and also any additional increased taxes, insurances etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of change of user of the said Flat by the Purchaser/s for any purposes other than for the purposes as shown in the sanctioned plan.

I] The Purchaser/s shall not let, sub-let, transfer assign or part with Purchaser/s interest or benefit factor of/under this agreement or part with the possession of the said Flat until all the dues payable by the Purchaser/s to the Promoter / Developer under the agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this agreement

and until the Purchaser/s has/have intimated in writing to the Promoter / Developer and obtained written consent thereof.

J] The Purchaser/s shall observe and perform all the rules and regulations which the ultimate organization of tenement purchaser may adopted at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said land and building which are and the tenement therein and for observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the government and of the Government or other public bodies. The Purchaser/s shall observe and perform all the stipulations and conditions laid down by ultimate organization of tenement purchasers regarding the occupation 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 and conditions of this agreement.

K] Till the conveyance of the said land and building in which the said Flat is situated is executed in favour of the ultimate organization of tenement purchasers, the Purchaser/s shall permit the Promoter / Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Flat and the said land and building/s or any part thereof to view and examine the state and conditions thereof.

19. NAME OF THE PROJECT AND BUILDING/S

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter / Developer herein have decided to have the name of the Project / Scheme **SAI NISARGA** and further erect or affix Promoter / Developer name board at suitable places as decided by the Promoter / Developer herein on any building/s and at the entrances of the scheme or on the terrace /roof or on water tank of any building/s.

The Purchaser/s or other tenement holders in the building or proposed ultimate organization of tenement purchasers or its successors are not entitled to change the aforesaid Project / scheme name and remove or

alter Promoter / Developer name board in any circumstances. This condition is essential condition of this Agreement.

20. MEASUREMENT OF THE AREA OF THE SAID FLAT

It is specifically agreed between the parties hereto that, in this agreement carpet area of the said Flat and adjacent/top terrace are stated.

A] "Carpet Area" shall mean the net usable floor area of the said Flat, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Flat for the exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat for the exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Flat. Explanation – For the purpose of the definition of carpet area (i) "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be which is appurtenant to the net usable area of the said Flat, meant for the exclusive use of the Purchaser/s, (ii) "exclusive open terrace area" means the area of the open terrace which is appurtenant to the net usable area of the said Flat, meant for the exclusive use of the Purchaser/s and (iii) "walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or shear wall(s) or wall made from bricks or blocks or precast material or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall.

B] At the time of taking the possession the Purchaser/s at his/her/their own discretion get measured the area of the said Flat in light of aforesaid principal and if any difference more than 5% in the area is found then the consideration of the said Flat shall be adjusted accordingly and either Promoter / Developer or Purchaser/s as the case may be refund or pay the differential amount.

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

21. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

22. BROCHURE/ADVERTISING MATERIAL

It is specifically understood that the brochure/s published as an advertisement material, sales plans and brochures contain various features are only to increase the aesthetic value only and are not facts and are not agreed to be provided by the Promoter / Developer.

23. PAYMENT OF STAMP DUTY REGISTRATION FEE ETC.

The Purchaser/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements, deed of apartment or any final conveyance deed which is to be executed by the Promoter / Developer in favour of the Purchaser/s.

24. BINDING EFFECT

Forwarding this Agreement to the Purchaser/s by the Promoter / Developer does not create a binding obligation on the part of the Promoter / Developer or the Purchaser/s, until, firstly, the Purchaser/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 Purchaser/s and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the Promoter / Developer. If the Purchaser/s fails to execute and deliver to the Promoter / Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appears before the Sub Registrar for its registration as and when intimated by the

Promoter / Developer, then the Promoter / Developer shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall returned to the Purchaser/s without any interest or compensation whatsoever and subject to deductions as mentioned in the booking form.

25. PROVISIONS HERETO APPLICABLE TO SUBSEQUENT ALLOTTEES

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

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 there under or under any other applicable law, such provision in this Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made 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.

27. SERVICE OF NOTICE

A] All notices to be served on the Promoter / Developer or the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Promoter / Developer or the Purchaser/s as the case may be by under Registered Post A.D and notified by E-mail at his/her/their address/es specified in the title clause of this Agreement

or at the address intimated in writing by the Purchaser/s after execution of this Agreement.

B] In change of any address, telephone number, email address the any party, such party shall inform the same to the other party forthwith and if the same has not been communicated, the communications and letters posted at the original address shall be deemed to have been received by the Promoter / Developer or the Purchaser/s as the case may be.

C] In case of joint purchasers all communications shall be sent by the Promoter / Developer to the purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the purchasers.

28. DISPUTE RESOLUTION

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

29. EFFECT OF LAWS

A] 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.

B] This Agreement shall always be subject to the provisions of The Real Estate (Regulation and Development) Act, 2016, The Maharashtra Ownership Flats (Regulation of the promotion, of The Construction, Sale, Management and Transfer) Act, 1963 and The Maharashtra Apartment Ownership Flats Act, 1970, and the rules made there under.

C] The Courts in Pune shall have jurisdiction to try and entertain any matter arising out of this Agreement.

SCHEDULE I DESCRIPTION OF SAID LAND

All that piece and parcel of composite block of land collectively admeasuring 2414.25 Sq. Mtrs. which comprises Plot No. 1 admeasuring 2196.10 Sq. Mtrs. bearing Survey No. 43 Hissa No. 5/1/1/6/1/7/1 and Plot No. 1 admeasuring 218.42 situated at revenue village Katraj, within the local limits of Pune Municipal Corporation, within jurisdiction of Registration District Pune, Sub Registration District Taluka Haveli and collectively bounded as under: -

On or towards East : Saishakti Seva Mandal and
property of Sh. Balwadkar

On or towards South : Internal Road and Property out
of S.No.43/7/1

On or towards west: By Gujarwadi Road

On or towards North : Road property of Sh. More

Together with all rights of road, water, air, easements etc thereto. Hereinafter for the sake of brevity and convenience aforesaid property hereinafter is referred to or called as " SAID LAND".

SCHEDULE II

DESCRIPTION OF SAID FLAT

Residential **Flat/s No.** admeasuring **sq.mtr.** **i.e.** **sq.ft. carpet**, along with adjacent terrace admeasuring of **sq.mtr. i.e.** **sq.ft.**, situated **on** **Floor** of SAI NISARGA Building situated at said land described in the schedule I referred above which always be known as SAID FLAT.

SCHEDULE III

A) COMMON AREAS AND FACILITIES:-

- 1 The land and the open space described in the First Schedule above (subject to the right of exclusive use of open spaces and car parking attached or that will be attached to various Flat/s.
2. The footings, RCC structures and main walls of the building.
3. Staircase column in the building.

4. Common drainage, water and electrical lines.
5. Common ground water storage tanks and overhead water reservoirs and plumbing machinery, pumps etc.
6. Compound walls, fencing and gates.
7. Lifts with back up and Lift wells for each building.
8. Community cum Multi purpose Hall, Children play area.

B) LIMITED COMMON AREAS AND FACILITIES: -

1. Partition walls between the two Flat/s shall be limited common property of the said two Flat/s.
2. The Scooter parking, Car Parking, attached terraces to the Flat/s and terrace on the top of building and portions thereof will be attached to specific Flat/s purchaser/s by the Promoter / Developer as per their discretion.
3. Other exclusive and limited common areas and facilities etc. will be a limited and paid facility only and as decided by the Promoter / Developers/ society committee.

C) RESTRICTED AREAS AND FACILITIES:

1. Excluding the Common Parking Space, all the remaining parking space at Ground Floor level shall be restricted and the Promoter / Developer herein shall have exclusive right to allot the same to any accommodation holder in the building or otherwise.
2. Adjacent terraces as shown on the Annexure B shall be restricted and shall be for exclusive use of such respective tenement holders.
3. The Promoter / Developer herein shall have exclusive right to convert terraces of the building as per present sanctioned building plan into constructed Flat/s by using remaining FSI of the said land or by bringing in TDR if any on the said land.
4. Top Terrace of the building shall be restricted and the Promoter / Developer herein shall have exclusive right to allot the same to the tenement holder in the building, or has a right to use the same for any purpose including as the terrace or to install hoardings/ space for

advertisement or for installing or for installing Tower and cabin for Mobile Companies etc. on the terms and conditions as the Promoter / Developer may think fit and proper.

5. The space being duct is restricted areas and the Promoter / Developer herein shall have exclusive right to allot the same to the tenement holder in the building for open to sky parking purpose or otherwise.

6 All areas etc. which are not covered under aforesaid head "Common areas and Facilities" are restricted areas and facilities which include, the marginal open space/s, terrace/s, car-parking/s within the said land and in the building/s which is/are under construction on the said land is reserved and Promoter / Developer shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of flat, terrace/s, parking space, etc. or to convert the Restricted Area into Common Area or vice-versa.

IN WITNESS WHEREOF the parties hereto have unto set and subscribed their respective hands and seals this day and year first herein above mentioned.

1. Mr. VIKAS DNYANOBA PHATE

2. Mr. JAYVANT BANDU HODAGE

3. Mr. SHANKAR DAMODAR NIMBALKAR

(Partners of M/s Shivdatta Developers)

PROMOTER / DEVELOPER/ FIRST PART

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(PURCHASER/S/ OTHRE PART)

Witnesses

1. Sign:

Name :

Address:

2. Sign:

Name:

Address:

Annexure "A"

The copies of the 7/12 extract of the said land

Annexure "B"

The copy of Copy of the Commencement Certificate

Annexure "C"

The copy of the Certificate of the Title

Annexure "D"

The copy of floor plan of the Flat/s Annexure "E" The copy of N. A. Order

Annexure "F"

AMENITIES AND SPECIFICATIONS

AMENITIES-

Entrance Gate

Ample Space for Visitors Parking

Internal road Trimix/Blocks finish

Backup for all common areas and lifts

Provision of servants toilet at parking level

Rainwater harvesting, 2 lifts for building

Solar water heating system

Landscaped garden with children play area

Community hall

Herbal plantation premium specialities

Designer entrance lobby for building

Well ventilated

well-lit homes

Modern design

Decorative entrance lobby

Street lights with LED/CFL fittings.

SPECIFICATIONS

RCC Earthquake resistant RCC frame structure

PLASTERING Internal POP/Gypsum finish with high quality surface
External Sand Faced cement plaster

BRICKWORK External 6" thick high quality walls Internal 6" thick high
quality walls

FLOORING 2 X 2 vitrified tile flooring in entire apartment with skirting
Anti Skid Ceramic tiles for Dry Balcony and Bathroom

MAIN DOOR Frame: Wooden Door Frame. Shutter: Flush Door with good
quality Hardware Accessories

INTERNAL/TOILET DOORS

Frame: For Rooms Wooden / GI Steel Door Frame and for Balcony and Toilets Granite Frame. Shutter: Flush Door with good quality Hardware Accessories

WINDOWS Powder coated Aluminum Sliding windows with mosquito mesh Oil Painted MS Safety Grills to all windows Aluminum louvered windows in toilets Bottom sill for all windows in marble/granite

PAINTING External Paint : Apex Cement Paint Internal Paint: Oil Bound Distemper (OBD)

AT ROOMS

Designer Ceramic Glazed tiles upto 7' Height Anti Skid Flooring in all Toilets Standard Quality Consenting Party fittings Provision for Geyser Point Standard Sanitary Ware

ELECTRICALS

Adequate Electrical points Concealed Electric copper wiring with good quality switches (ISI) mark Miniature circuits breaker (MCB's) A.C Point in Master Bedroom One TV point and Telephone point in living Room

KITCHEN

Platform- Granite Platform with stainless steel sink Glazed dado tiles above Kitchen Platform upto lintel level Concealed plumbing fittings Provisions Point for Water Purifier and Exhaust Fan

RAIN WATER HARVESTING

Rain Water Harvesting would be provided for recharging the ground water level

GENERATOR BACK UP

Standby Generator for light in common areas, lifts and water pumps

LETTER BOX AND NAME PLATE

Letter Box and Name Plate for each flat

LIFTS

Two Lifts for each building of Good Quality with Genset Backup

Note: -The aforesaid specifications and amenities are general and will be provided in the said Flat as suitable in Flat. In case any particular amenity or item or brand or its colour is not easily available or has been discontinued or has reports of malfunction or the Promoter / Developer have any reservation as to its quality, then in such a case the Promoter / Developer shall have a sole right to put up another other amenity or item or brand or colour, which is similar to (in costs and usage) to the agreed one.

Any additional specification or work will be charged extra by the Promoter / Developer. No rebate will be given for cancellation or omission of any item or amenity. The Promoter / Developer reserve the right to amend /add/delete the aforesaid specifications and amenities and also to change the elevation, color scheme, without notice to the Purchaser/s.

Annexure "G"

The details of the payment of installments of consideration

		Amount	Particulars
a)	10%	Rs. _____/-	Paid by the Purchaser/s to the Promoters prior to the execution of this Agreement.
b)	10%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters within 7 (Seven) days from the date of execution of this Agreement.
c)	10%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of plinth of the said building/wing in which the said premises is situated.
d)	7%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 1 st slab above the plinth of the said building/wing in which the said Premises is situated.
e)	7%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 3 rd slab above the plinth of the said building/wing in which the said Premises is situated.
f)	7%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 4 th slab above the plinth of the said building/wing in which the said Premises is situated.
g)	7%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 5 th slab above the plinth of the said building/wing in which the said Premises is situated.
h)	7%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 6 th slab above the plinth of the said building/wing in which the

			said Premises is situated.
i)	7%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of all slabs including podium and stilts of the building/wing in which the said Premises is situated.
j)	7%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of walls, internal plaster, floorings of the said Premises.
k)	6%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.
l)	5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of external plumbing and external plaster, elevation, terraces with water proofing of the building/wing in which the said Premises is situated.
m)	5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby, plinth protection, paving of areas if specified and all other requirements as may be prescribed in this Agreement of the building/wing in which the said Premises is situated.
n)	05%	Rs. _____/-	And other balances/dues against and at the time of handing over of possession of the said Premises to the Purchaser/s on or after receipt of Completion Certificate, whichever is earlier.
		Rs. _____ /-	TOTAL

Annexure "H"

The photo identity of the Promoter / Developer

Annexure "I"

The Power of Attorney of the person/s admitting the registration on behalf of the Promoter / Developer

Annexure "J"

The photo identity of the attorney appointed by the Purchaser/s herein is annexed hereto as Annexure "J"