

To,

ALLOTMENT LETTER

Sir / Madam

We are developing the land bearing S.No.214(Part), 220 (Part) and 221(Part) admeasuring 15 Hect - 58.15 Ares situated at village Fursungi, Taluka - Haveli, District - Pune previously situated within the limits of the Zilla Parishad Pune, Panchayat Samiti – Taluka - Haveli and previously situated within the local limits of the Grampanchayat of village Fursungi and now included within the limits of the Pune Municipal Corporation (hereinafter called as the Said Land) by carrying out construction of multistoried buildings thereon in phase wise manner known as "Park Infinia" (hereinafter called as the "said Scheme").

The construction of building Nos. I-1 to I-3, J2, J3 and K1 in the said Scheme is under progress as per the layout and building plans approved by the PMRDA vide permission No. DP/BHA/mouje Fursungi/S.No.214 (p) and other/Proposal No. 628/2016-17 dated 17/01/2017 and the revised sanction permission / approval No. No. DP/BHA/mouje Fursungi/S.No.214 (p) and other/Proposal No. 628/2016-17 dated 03/10/2017 on an undivided portion of land out of the total area of the Said Land. (Hereinafter called as "the said project").

1. You being desirous of booking a flat in the above said project, have requested to allot the flat bearing No._____ having a carpet area of _____ Sq.mtrs situated on the _____ floor in the building No._ (Hereinafter called as "the Said Flat") in the said project.

2. Subject to your accepting the following conditions we agree to allot you the said flat :

- a) The copies of the sanctioned layout plan of the above scheme and the building plans of the said project duly approved by the sanctioning authority (PMRDA) have been provided to you and the same are verified by you.
- b) The copy of the title report / title opinion in respect of the Said Land issued by the Advocate of the Promoter has been provided to you.
- c) The details of the specification and the amenities proposed to be provided in the said project and the said flat have been provided to you and the same are accepted by you. The copy of the specification and amenities is attached herewith.
- d) You have personally carried out the actual inspection of the said scheme and the said flat which is under construction.
- e) At present % work of the building in which the said flat is situated has been completed. At present the work upto _____ is completed and work is in progress.
- f) The time Schedule for completion of the construction of the said building project (i.e. the building Nos. I-1 to I-3, J2, J3 and K-1) including the provisions for civic infrastructure like water, sanitation and electricity is before____date and the same is understood and agreed by you. Subject to a grace period of six months
- g) The construction of the said flat will be completed and the possession of the said flat will be delivered to you on _____ date. Subject to a grace period of six months
- h) The total consideration in respect of the said flat amounting to Rs.____ Shall be paid by you in the following manner. You have agreed to pay the said amount as per the schedule / manner given below :

Amount (Rs)	Percentage (%)	Particulars
Rs.____	10%	As advance payment or application fees

Rs._____	15%	Paid by the Allottee after execution of the agreement to the Promoter by duly drawn crossed Chaque for which a separate receipt has been handed over, the receipt of the amount whereof is hereby, acknowledged by Promoter.
Rs._____	15%	Payable by the Allottee to the Promoter on completion of plinth of the subject building.
Rs._____	5%	Payable by the Allottee to the Promoter on completion of First slab of the subject building.
Rs._____	5%	Payable by the Allottee to the Promoter on completion of Fifth slab of the subject building.
Rs._____	5%	Payable by the Allottee to the Promoter on completion of Eighth slab of the subject building.
Rs._____	5%	Payable by the Allottee to the Promoter on completion of Tenth of the subject building.
Rs._____	5%	Payable by the Allottee to the Promoter on completion of Twelfth slab of the subject building.
Rs._____	5%	Payable by the Allottee to the Promoter on completion of last Slab of the subject building.
Rs._____	5%	Payable by the Allottee to the Promoter on completion of the walls, internal plaster, flooring, doors & windows of the said flat
Rs._____	5%	Payable by the Allottee to the Promoter on completion of Staircase, Lift wells, Lobbies upto the floor level of the said Apartment
Rs._____	5%	Payable by the Allottee to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located
Rs._____	10%	Payable by the Allottee to the Promoter on completion of the lifts, water pumps, electrical & sanitary fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.
Rs._____	5%	Payable by the Allottee to the Promoter on delivery of possession of the said Flat.

Rs. ____	100%	Total Consideration
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i) The above said consideration does not include the expenses for Stamp Duty, Registration Charges, GST and any other taxes, Charges, premiums and other deposits, taxes and charges as may be levied from time to time by the concerned authorities which shall be paid by the Allottee/s separately as and when the same will be due or payable under this agreement.

3. The draft of the proposed agreement for sale to be entered into between us on one part as the Promoters of the said scheme and yourself on the other part as allottees has been seen and approved by you.

4. Nothing contained herein shall be construed as an agreement for sale of the said flat in your favour. Subject to the terms mentioned herein, and subject to execution of the agreement for sale of the flat in your favour and subject to your fulfilling / adhering to all the obligations to be performed on your part of the agreement, the said flat will be allotted to you, subject to the terms and conditions of such agreement.

Promoter.

Allottee

Read and Accepted.

MODEL AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE IS MADE AND EXECUTED AT PUNE ON THIS
____ DAY OF ____ EIGHTEEN. IN THE YEAR TWO THOUSAND
BETWEEN

M/S. KUMAR PROPERTIES AND REAL ESTATE PRIVATE LIMITED, A Company incorporated under the Companies Act- 1956, having its office at "KUMAR CAPITAL", 1st Floor, 2413, General Thimmayya Road (Old East Street), Camp, Pune - 411 001, through its Authorized Signatory MR. _____ hereinafter referred to as "THE PROMOTER"/ (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Company, its Directors, Successors-in-interest, executors, administrators and permitted assigns) **PARTY OF THE FIRST PART**.

AND

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

AND

1)a) Dattatraya Arjun Harpale, b) Sangita Dattatraya Harpale, c) Poonam Dattatraya Harpale, d) Payal Dattatraya Harpale, e) Laxmi Dattatraya Harpale, g) Nakoza Dattatraya Harpale, i) Hanumant Arjun Harpale, j) Savita Hanumant Harpale, k) Pallavi Hanumant Harpale, l) Supriya Hanumant Harpale, m) Yash Hanumant Harpale, 2) Smt. Hirabai Arjun Harpale All Adult, Indian Inhabitants residing at Fursungi, Tal. – Haveli, Dist. – Pune through their duly constituted attorney Shri. Kewalkumar K. Jain, Age –

Adult, Occupation – Business having office at "Kumar Capital", First Floor, 2413, East Street, Camp, Pune – 411 001., hereinafter collectively and jointly referred to as "**the Consenting Party**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Consenting Party, their heirs, executors, administrators of the assigns etc.) **PARTY OF THE THIRD PART;**

WHEREAS;

THE DETAILS OF THE LANDS OWNED BY THE PROMOTER HEREIN ARE AS UNDER:-

A) All that pieces and parcels of the following lands lying, being and situated at revenue Village Fursungi, Taluka – Haveli, District – Pune previously situated within the limits of the Zilla Parishad Pune, Panchayat Samiti – Taluka - Haveli and previously situated within the local limits of the Grampanchayat of village Fursungi and now included within the limits of the Pune Municipal Corporation, and within the registration District – Pune, Sub District – Taluka – Haveli as per details mentioned below –

Serial No.	Survey No. / Hissa No.	Area Hect. – Are.
1.	214/2/1	02.77
2.	214/2/2	00.02
3.	214/2/7	00.90.5
4	214/2/8	00.97
5.	214/2/9	00.99.5
6.	220/2+3+4/1	01.83.5
7.	220/2+3+4/3	01.62
8.	221/1B/1/1	00.15
9.	221/1B/1/2	00.15
10.	221/1B/2	00.81
11.	221/1A/2	00.40
12.	221/1A/1	00-61
13.	221/2A/2/1	00-85
14.	221/1D/1	00-45.75
15.	221/2A/2/2	00-79
16.	221/1C	00.48
	Total	13 Hect. 81.25

The details of the lands the development rights whereof are held by the Promoter is as under :

17	220/2+3+4/2	01 Hect. 77 Ares the land is owned by the Consenting Party
	TOTAL area under development with the Promoter	15 HECT. 58.25 ARES

B) The Consenting Party is the owner of Land bearing Survey No. 220 Hissa No. 2+3+4/2 admeasuring 01 Hectare 77 Ares and the Consenting Party has granted, transferred and assigned all the rights in respect of the land bearing S.No. 220/2+3+4/2 admeasuring 01 Hectare 77 Ares unto and in favour of the Promoter herein vide a Development Agreement and Power of Attorney dtd.28/6/2006 which are registered in the Office of Sub-Registrar Haveli at Serial No. 5111/2006 and 5113/2006 respectively. Thus the Promoter herein is entitled to all the rights, title and interests in respect of the aforesaid properties as the Owner/ Promoter thereof.

C) By virtue of the various Sale Deeds, Development Agreement/s and Power of Attorney/s etc. executed by the erstwhile owners of the above properties in favour of the Promoter herein, the Promoter became well and sufficiently entitled to develop the above mentioned properties and to sell the units/flat/tenements/premises constructed thereon by the Promoter and to receive the sale proceeds there from for the exclusive use and benefit of the Promoter. The detail flow of title/ownership of the lands mentioned at Sr. No. 1 to 17 in the table given above is mentioned in the Title Report annexed herewith.

D) The Promoter obtained the Layout plan / building plan / revised layout / building plan in respect of the above mentioned properties approved from the competent authorities and decided to carry out the development and construction of the buildings thereon. The buildings plans of such development have been duly approved by the PMRDA vide permission No. DP/BHA/mouje Fursungi/S.No.214(p) and other/Proposal No. 628/2016-17 dated 17/01/2017 and the revised sanction permission / approval No.

No. DP/BHA/mouje Fursungi/S.No.214 (p) and other/Proposal No. 628/2016-17 dated 03/10/2017 and the permission for Non-Agricultural use of the Said Entire Land is granted by the Collector, Pune vide order No. PMH/NA/ SR/581/2014 dated 26/09/2014.

E) As per the approved revised layout plan sanctioned by the PMRDA, out of the total area of the above mentioned properties, a portion of land admeasuring 1329.48 Sq.mtrs is affected under road widening (24 Mtr R.P.Road), a portion of land admeasuring 840.96 Sq.mtrs. is under Nalla, portion of land admeasuring 115.13 is under well and a portion of land admeasuring 23030.91 Sq.mtrs is falling under the Amenity Space. Therefore after deduction of the said portions/areas of land out the total area of the above mentioned properties, a portion of land admeasuring 130508.52 Sq.mtrs remained balance with the Promoter. The said portion of land admeasuring 130508.52 Sq.mtrs. (which includes the area under open space) carved out of and from the layout plan of the above mentioned properties is hereinafter referred to or called as "**the Said Entire Land**" for the sake of brevity and convenience and are more particularly described in the **Schedule – I** written hereunder. The Said Entire Land is in actual peaceful possession of the Promoter.

F) The Promoter decided to carry out development of the above mentioned Said Entire Land in phase wise manner / in different phases by carrying out construction of various multi-storied buildings consisting of flats, tenements, units, offices, shops, bungalows, plots, and other premises as are permitted to be constructed on the Said Entire Land under the name and style / known as "**PARK INFINIA**" (hereinafter referred to or called as "Said Scheme")

G) As per the approved layout plan a total of 22 (twenty two) buildings are constructed in the Phase – I and Phase - II i.e. buildings bearing building Nos. A8, A9, A10, A16, A17, A7, A11, A12, A14, A15 (PHASE-I) and building Nos. B3 to B14 (PHASE-II), by the Promoter on a proportionate undivided portion of land out of the total area

of the Said Entire Land, by utilizing FSI admeasuring about 75463.60 Sq.mtrs. out of the total FSI of the Said Entire Land. The Completion Certificate for the Phase – I and Phase – II has been obtained. A Co-operative Housing Society known as Park Infinia Co-operative Housing Society Ltd. Of the said 22 buildings of the Phase – I and Phase – II has been formed and is registered under the Maharashtra Co-operative Societies Act, 1860 and is bearing Registration No. PNA/PNA(4)/HSG/(TC)/ 16805/2015-2016 dated 30/05/2015.

H) A total of eight buildings bearing building Nos. E1, G1 to G4, F1, H1 all having parking plus 12 floors and building No. H2 having parking plus 11 floors, the building plans whereof have been approved by the PMRDA have been constructed I Phase - III. The total FSI from and out of the entire potential of the Said Entire Land utilised for construction of the said building Nos. E1, G1 to G4, F1, H1 in the Phase – III is 25157.62 Sq.mtrs and the occupation certificate in respect of the same has been obtained. A Co-operative Housing Society of the six buildings bearing building Nos. E1, G1 to G4 and F1, known as Park Infinia Phase III Part A Co-operative Housing Society is formed and is registered under the Maharashtra Co-operative Societies Act, 1860 and is bearing Registration No. PNA/PNA(4)/HSG/(TC)/ 19078/2018-2019 dated 31/05/2018. . A Co-operative Housing Society of the two buildings bearing building Nos. H1 and H2, known as Park Infinia Phase III Part B Co-operative Housing Society is formed and is registered under the Maharashtra Co-operative Societies Act, 1860 and is bearing Registration No. PNA/PNA(4)/HSG/(TC)/ 19079/2018-2019 dated 31/05/2018.

I) The Promoter has proposed to construct TWO buildings bearing building Nos. J1 and K2 both having parking plus 14 floors, as per the plans approved by the PMRDA in the Phase – IV, the proportionate undivided portion of land in respect of the building Nos. J1 and K2 is admeasuring 5445.72 Sq.mtrs. The total FSI from and out of the entire potential of the said entire Land proposed to be utilized for construction of the said J1 and K2 buildings in the Phase – IV is 6917.08 Sq.mtrs. The Promoter has already commenced the construction of the Said J1 and K2 buildings in accordance with

the approved building plans.

J) The Promoter also proposes to construct the different Phases on the portion of land out of the total area of the Said Entire Land as per the building plans which may be hereafter approved from time to time by the PMRDA/ any other concerned competent authority in that behalf.

K) The Promoter has now proposed to construct SIX buildings bearing building Nos. I-1 to I-3, J2, J3 and K1 all having parking plus 14 floors. The total FSI from and out of the entire potential of the said entire Land proposed to be utilized for construction of the said building Nos. I-1 to I-3, J2, J3 and K1 is 20770.04 Sq.mtrs. The proportionate undivided physical portion of land in respect of the said building Nos. I-1 to I-3, J2, J3 and K1 is admeasuring 16351.96 Sq.mtrs (which portion of land is more particularly described in the **Schedule – II** written hereunder and is hereinafter referred to or called as "**The Said Property**" for the sake of brevity and convenience i.e. the Project Land) as per the plans approved by the PMRDA. The said building Nos. I-1 to I-3, J2, J3 and K1 which are now being developed in the Phase – IV are hereinafter referred to or called as ("**The Said Building Project**"/ "**Said Project**") The Promoter has already commenced the construction of the Said Building Project in accordance with the approved building plans.

L) The Promoter reserves its rights to develop the remaining area out of the Said Entire Land as may be deemed fit and proper by the Promoter as per the building plans which may be hereafter approved by the Pune Municipal Corporation / concerned competent authority from time to time as a separate and independent building project by utilising the entire available and future FSI/TDR of the said entire land as disclosed herein.

M) As per the Layout plan approved by the PMRDA, the total FSI (Floor Space Index) in respect of the Said Entire Land presently available / permitted for construction is admeasuring 165770.21 Sq.mtrs which includes the FSI granted by

the PMRDA on payment of premiums as well as the inherent FSI of the Said Entire Land as well as the FSI in lieu of the 24 mtrs wide R.P. Road widening. The Said Entire Land has now been included within the limits of the Pune Municipal Corporation with effect from 4th October 2017

N) In addition to the present permitted FSI sanctioned for construction on the Said Entire Land, an additional FSI including permitted TDR likely to be allowed for construction in respect of the Said Entire Land is 225758 Sq.mtrs. The Promoter has proposed to utilize such additional FSI including the permitted TDR admeasuring 225758 Sq.mtrs becoming available for construction on the Said Entire Land by carrying out construction of additional buildings on the Said Entire Land by utilizing the said entire proposed FSI / permitted TDR in respect of the Said Entire Land. And the Promoter reserves its right to utilize the same on the said entire land as and when it will be available.

O) The Promoter has commenced construction of project in phases on the said Land. Considering the fact that construction of the buildings will be done in phase wise manner and considering the period for completion of all proposed phases to be constructed on the said land, it is likely that there will be change in DC rules and regulations, specifically regarding FSI/TDR potential. The Promoter specifically informs the Allottee and reserves its right to utilize all such future FSI/TDR or potential under any name of the said entire land, for construction of the said project and or future phases. The Promoter also reserves its rights to revise the plans accordingly for better utilization of such proposed potential. As on date the proposed potential FSI/TDR in respect of the Said Entire Land is admeasuring 391528.21 sq. Mtrs. And the Promoter reserves its right to utilize the same on the Said Entire Land.

P) The Promoter also proposes to develop the area of land under Amenity Space Plot admeasuring 23030.91 Sq.mtrs by utilizing the F.S.I. admeasuring 27637.09 Sq.mtrs which is presently available for construction on the Amenity Space and such additional FSI which may be permitted for construction thereon from time to time on

the Amenity Space Plot by the Promoter for the sole and exclusive use and benefit of the Promoter. All the rights, title, interest and the benefits of the area of land under the Amenity Space shall always be vested in the Promoter who alone will be entitled deal with or dispose of the said Amenity Space in any manner for the exclusive benefit of the Promoter.

Q) The Promoter has appointed **Architect Jagadish Deshpande** of Pune as their Architect and M/s. Sunil Mutalik & Associates as the Structural Engineer for the preparation of the structural designs and drawings of the said building/s. The Promoter accepts the professional supervision of Architect and the Structural Engineer till the completion of the said building/s but the Promoter herein has reserved the right to change such Architect and Structural Engineers during the construction or before the completion of the building/s.

R) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building project shall be granted by the concerned local authority.

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

T) The Allottees herein demanded from the Promoter, and the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Said Entire Land, the said scheme i.e. Park Infinia and the said building project, and the plans,

designs and specifications prepared by the aforesaid Architects of the Promoter, including the disclosure as to future/proposed potential of the said entire land and right of the Promoter thereof and the copies of various orders and / permissions and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("MOFA"), Real Estate (Regulation and Development) Act, 2016 ("RERA") along with the rules and regulations formulated thereof;

U) The copy of the 7/12 extract, the copy of Title Report issued by the Advocate of the Promoter, in respect of the said property and the copy of the plan of the flat agreed to be purchased by the Allottee/s and approved by the PMRDA have been annexed hereto & marked as **Annexure "A", "B" and "C"** respectively; The Copy of the layout plan approved by the PMRDA is attached herewith as Annexure "D".

AND WHEREAS after the Allottee's enquiry, the Promoter requested the Allottee/s to carry out independent necessary search by appointing his/ her/ their own Advocate and to ask any queries he /she/they had regarding the title and the nature of the title and the Allottee/s has/have satisfied himself / herself / themselves about the marketable title and rights of the Promoter in respect of the said property and therefore, agreed to purchase the Flat No. _____ situated on the _floor in the building No. _____ in the said building project. The Carpet Area of the Said Flat is _____ square meters. The said flat is more particularly described in **Annexure 'E'** annexed hereto and hereinafter for the sake of brevity and convenience referred to as "**THE SAID FLAT**");

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

In addition to the above mentioned carpet area of the Said Flat, an exclusive balcony (Enclosed as per sanctioned building plan) admeasuring _____ Sq.mtrs and Dry

balcony admeasuring _____ Sq.mtrs and an exclusive open terrace admeasuring _____ Sq.mtrs is appurtenant / attached to the said flat for the exclusive use of the Purchaser herein.

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

Relying on the representation, declaration and the assurance from the Allottee about his/her/their satisfaction of marketable title and authority of the Promoter to develop the Said Property, and that the Allottee, having fully understood all the disclosures made by the Promoter, the Promoter herein agrees to sell and the Allottee/s herein agrees to purchase the Flat No. _____ Having Carpet Area _____ admeasuring _____ square meters i.e. _____ Square feet situated on the _____ floor in the building No.____ at or for the total consideration of Rs._____/- (Rupees____ only) in the said building project in the scheme known as "**PARK INFINIA**" Which flat is as described in the **Annexure- E** annexed hereto, (hereinafter referred to as "the Said Flat").

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

appearing hereinafter.

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

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

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

i. All that pieces and parcels of the portion of land admeasuring 130508.52 Sq.mtrs. (Which includes the area under open space) being portion of land carved out of the sanctioned layout of the total area of the land admeasuring 15 Hect. 58.25 Ares i.e. (155825 Sq.mtrs) lying, being and situated at revenue Village-Fursungi, Taluka – Haveli, District – Pune previously situated within the limits of the Zilla Parishad Pune, Panchayat Samiti – Taluka - Haveli and previously situated within the local limits of the Grampanchayat of village Fursungi and now included within the limits of the Pune Municipal Corporation, and within the registration District – Pune, Sub District – Taluka – Haveli- and more particularly described in **Schedule -I** written hereunder along with the rights to use and utilize present and future F.S.I. / FAR available against the lands described in **Schedule -I** written hereunder, and Transferable Development Rights if available against the lands described in **Schedule I** written hereunder and to use the same elsewhere and use and load the Transferable Development Rights upon the lands described in **Schedule I** written hereunder and along with the rights to use and utilize the increased / additional F. S.

I. available in respect of the lands described in **Schedule I**, written hereunder as and when the same becomes available due to change in rules, new policies or otherwise.

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

- i. All that pieces and parcels of the physical undivided portion of land admeasuring 16351.96 Sq.mtrs carved out of the total area of the Said Entire Land and more particularly described in **Schedule -II** written hereunder whereupon the said building project is being developed.
- ii. "The Said Building Project" means the proposed building Nos. I-1 to I-3, J2, J3 and K1 each having parking plus 14 upper floors to be constructed on the Said Property described in the Schedule – II written hereunder by utilizing FSI admeasuring 20770.04 Sq.mtrs from and out of the entire potential of the Said Entire Land.
- iii. "Carpet Area" shall mean the net usable floor area of the said flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said flat for exclusive use of the purchaser and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the said flat.]
- iv. "Covered parking space" means an enclosed or covered area as approved by the PMRDA as per the applicable Development Control Regulations for parking of vehicles of the Purchasers which may be in basements and/or stilt and/or podium;
- v. "FSI "or" Floor Space Index" shall have the same meaning as assigned to it in the Building Rules or Building By-laws or Development Control Regulations made under any law for the time being in force;
- vi. Open space/s includes the designated area/s which is/are shown or which will be shown as Open Space in the sanctioned layout / building plan of the Said Property

which is sanctioned by the PMRDA Vide Permission No. No. DP/BHA/mouje Fursungi/S.No.214 (p) and other/Proposal No. 628/2016-17 dated 17/01/2017 and the revised sanction permission / approval No. No. DP/BHA/mouje Fursungi/S.No.214 (p) and other/Proposal No. 628/2016-17 dated 03/10/2017.

vii. The amenity space / amenity area means the area of land admeasuring 23030.91 sq. Mtrs. shown as Amenity Plot in the revised layout plan sanctioned by PMRDA Vide Permission No. DP/BHA/mouje Fursungi/S.No.214 (p) and other/Proposal No. 628/2016-17 dated 17/01/2017 and the revised sanction permission / approval No. No. DP/BHA/mouje Fursungi/S.No.214 (p) and other/Proposal No. 628/2016-17 dated 03/10/2017. All the rights of said Amenity Plot have been retained by the Promoter and the Promoter will be entitled to develop or howsoever exploit the potential of the said Amenity Area for the sole use and benefit and profit of the Promoter alone and the Purchaser herein and / the proposed common organization / society / apex body / federation of all the co-operative societies of all the buildings constructed on the Said Entire Land of the flat purchasers in the said building project will not be entitled to claim any rights in the amenity area plot.

viii. Common Amenities includes the Purchaser's right to use internal roads, drainage lines, water lines, service lines, open spaces etc. which will be provided by the Promoter with respect to Said Property, as per the plans sanctioned by PMRDA, right to use staircase, common passage etc.

ix. Right to use the Club House (i.e. the two Common Club Houses and the four swimming pools i.e. two baby pools for children and two separate swimming pools for the Adults, provided in the Scheme "**PARK INFINIA**" for all the flat purchasers in all the buildings to be constructed and proposed to be constructed on the Said Entire Land (i.e. for all the flat/unit/tenement / plot/ premises etc. purchasers in the buildings constructed in Phase – I, Phase – II, Phase- III, Phase – IV / any other phases and the other proposed buildings that may be constructed on the remaining area of the Said Entire Land by the Promoter) however subject to the norms / rules and charges as

may be framed by the Promoter/the Society from time to time and right to use the land appurtenant to the building in which the flat is located.

x. Internal Roads and Pathways, which are provided in the layout of the said Property.

xi. The List of Common Areas and Common facilities is mentioned in Schedule – III written hereunder

xii. Phase – I and Phase – II means the 22 (twenty two) are constructed in the Phase – I and Phase - II i.e. buildings bearing building Nos. A8, A9, A10, A16, A17, A7, A11, A12, A14, A15 (PHASE-I) and building Nos. B3 to B14 (PHASE-II), by the Promoter on a proportionate undivided portion of land out of the total area of the Said Entire Land, by utilizing FSI admeasuring about 75463.60 Sq.mtrs. out of the total FSI of the Said Entire Land i.e. the Park Infinia Co-operative Housing Society Ltd. registered under the Maharashtra Co-operative Societies Act, 1860 bearing Registration No. PNA/PNA (4)/HSG/ (TC)/ 16805/2015-2016 dated 30/05/2015.

xiii. Phase – III means the buildings bearing building Nos. E1, G1 to G4 and F1 all having parking plus 12 floors and building No. H2 having parking plus 11 floors, constructed by utilizing the FSI admeasuring 25157.62 Sq.mtrs. The proportionate undivided physical area of land in respect of the Phase – III is admeasuring 17825.61 Sq.mtrs

xiv. Phase – IV means the two buildings bearing building Nos. J1 and K2 having parking plus 14 floors, proposed to be constructed having a proportionate undivided portion of land admeasuring 5445.72 Sq.mtrs. out of the Said Entire Land by utilizing the FSI admeasuring 6917.08 Sq.mtrs.

xv. The body / apex body means one or more Body or Bodies or the federation of societies which may / will be formed of the Co-operative Housing Society/is of the

different buildings / phase wise societies in the different building/s and all also includes such a Apex Body / Federation of all the societies of all the bodies/individual societies of the buildings that shall be formed by the Promoters for management and maintenance of common areas and the common amenities plus the security and common services etc. with respect to the different buildings / phase wise building/s which will be constructed upon any portions of the land out of the Said Entire Land.

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

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

2a) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and

agrees that while raising a demand on the Allottee / the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/ rule/ regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

2b) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The Total Aggregate Consideration payable for the carpet area over and above 3% shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser/s within forty-five days with annual interest at the rate specified in the Rules formulated under the RERA 2016, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Schedule mentioned herein below and in any event before handing over the possession of the Said Flat to the Purchaser. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.

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

2d) The Purchaser/s has/have paid Rs._____/- (Rupees __ only) 10% being the earnest money / part payment / unto the Promoter at or before the time of execution of this agreement. The Purchaser/s hereby agree/s to pay to the Promoter, the balance amount of the agreed consideration of the purchase price of Rs._____/-

(Rupees only) to the Promoter in the following manner:-

Amount (Rs)	Percentage (%)	Particulars
Rs._____	15%	Paid by the Allottee after execution of the agreement to the Promoter by duly drawn crossed Chaque for which a separate receipt has been handed over, the receipt of the amount whereof is hereby, acknowledged by Promoter.
Rs._____	15%	Payable by the Allottee to the Promoter on completion of plinth of the subject building.
Rs._____	5%	Payable by the Allottee to the Promoter on completion of First slab of the subject building.
Rs._____	5%	Payable by the Allottee to the Promoter on completion of Fifth slab of the subject building.
Rs._____	5%	Payable by the Allottee to the Promoter on completion of Eighth slab of the subject building.
Rs._____	5%	Payable by the Allottee to the Promoter on completion of Tenth of the subject building.
Rs._____	5%	Payable by the Allottee to the Promoter on completion of Twelfth slab of the subject building.
Rs._____	5%	Payable by the Allottee to the Promoter on completion of last Slab of the subject building.
Rs._____	5%	Payable by the Allottee to the Promoter on completion of the walls, internal plaster, flooring, doors & windows of the said flat
Rs._____	5%	Payable by the Allottee to the Promoter on completion of Staircase, Lift wells, Lobbies upto the floor level of the said Apartment
Rs._____	5%	Payable by the Allottee to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located

Rs. _____	10%	Payable by the Allottee to the Promoter on completion of the lifts, water pumps, electrical & sanitary fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.
Rs. _____	5%	Payable by the Allottee to the Promoter on delivery of possession of the said Flat.
Rs. _____	100%	Total Consideration

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

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

3) It is made clear and agreed by and between the parties hereto that the Promoter shall not be bound to follow the chronological order of any of the above said stages/installments and that the Promoter shall be completely at liberty to choose the

chronology of the respective stages of the construction. The Promoter is entitled to merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment provided the amount does not exceed the threshold provided under the RERA and the rules provided there under.

3a) The Promoter may complete the entire building or any part or floor or portion thereof and give possession of Flat therein to the Purchaser/s of such premises and the Purchaser/s herein shall have no right to object to the same and will not object to the same and the Purchaser/s hereby give/s his/her/their specific consent to the same. If the Purchaser/s take/s possession of Flat in such part completed portion or floor or otherwise the Promoter and/or his Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of building in which the said premises are, the said building or any part thereof and if any inconvenience is caused to the Purchaser/s, the Purchaser/s shall not protest, object to or obstruct the execution of such work nor the Purchaser/s shall be entitled to any compensation and/or damage and/ or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her/them or any other person/s.

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

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

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

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

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

In case refund for the amounts paid such as government charges, stamp duty, GST, registration fees etc. shall have to be claimed directly by the Allottee/s from the

concerned authority. The Promoter shall not be liable to for the same for any reasons whatsoever.

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

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

4) The Promoter hereby declares that the Floor Space Index available/sanctioned as on date in respect of the Said Entire land described in the Schedule – I written hereunder is 165770.21 square meters and the FSI available for construction of the said building project on the Said Property described in the Schedule – II written hereunder is 20770.04 square meters only and Promoter has planned to utilize proposed potential Floor Space Index including permitted TDR in respect of the Said Entire Land admeasuring 391528.21 sq. Mtrs. including the 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 in view of the Said Entire Land being now included within the limits of the Pune Municipal Corporation as may be available as per the Development Control Regulations, which are applicable to the said Project and the Said Entire Land from time to time. The Promoter has disclosed the Floor Space Index of 391528.21 Sq.mtrs. as proposed to be utilized by him on the Said Entire Land and the FSI of 20770.04 Sq.mtrs to be utilized by the Promoter on the Said Property for development of the Said Project and Allottee 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.

5.) The Promoter also proposes to develop the area of land under Amenity Space Plot admeasuring 23030.91 Sq.mtrs by utilizing the F.S.I. admeasuring 27637.09 Sq.mtrs which is presently available for construction on the Amenity Space and such additional FSI which may be permitted for construction thereon from time to time on the Amenity Space Plot by the Promoter for the sole and exclusive use and benefit of the Promoter. All the rights, title, interest and the benefits of the area of land under the Amenity Space shall always be vested in the Promoter who alone will be entitled deal with or dispose of the said Amenity Space in any manner for the exclusive benefit of the Promoter.

5a) The Purchaser/s hereby further give/s and accord/s his / her / their consent for additional constructions as a result of the Promoter using additional F.S.I. without materially & adversely affecting the area of the said Flat, and the purchaser shall not have any right to object for such additional construction which will be carried out by the Promoter in future. The Promoter will be entitled to carryout revision in the building plan for utilizing the full / maximum permitted/proposed FSI. The Purchaser hereby gives his irrevocable consent for obtaining the revised building plans approved from the competent authority so as to enable the Promoter to consume and utilize the full FSI potential including the proposed FSI including TDR becoming available for construction on the said entire land.

5b) Promoter hereby declares that no part of the said floor space index has been utilized by the Promoter elsewhere for any purpose whatsoever. The Promoter, however, declare that the Promoter is entitled to get the said scheme on the said property or any portion out of the said property modified and/or revised from Pune Municipal Corporation (PMC) or any other competent authority. Any additional F. S. I. (FAR) and/or the residual F.A.R. (F.S.I.) in respect of the Said Property will be available

to the Promoter who may utilize the same as they may deem fit and proper. The Promoter are also fully entitled to consume any additional F. S. I./FAR if the same becomes available for construction on the said property and construct additional tenements. The Purchaser/s and/or the ultimate common organization of the Purchaser/s shall not take any objection for the same and shall not claim any such residual and/or additional F. S. I. (FAR) and/or the benefits thereof. In this agreement the word F. S. I. or FAR shall have the same meaning as understood by the Planning Authority under its relevant building rules or bye-laws.

5c) The Promoter shall have and has retained all rights to use, utilize and consume the FAR/FSI originating from the physical area of the Said Entire land including the area of the Said Property and so also the additional FAR/FSI by way of TDR by availing the same from the market, as is and to the extent permissible under the DC Regulations, framed under the Maharashtra Regional and Town Planning Act, 1966, by adding to the floors of the building/s and/or by putting up separate/ independent building/s as the case may be, the Promoter shall have and has retained all rights to amalgamate with the Said Entire Land Property; any other abutting or adjoining piece/s of Lands to which it may be entitled to with all rights to use, utilize and consume the FAR/FSI originating from the physical area of the said Plot/such abutting or adjoining piece/s of Land.

5d) The Purchaser/s hereby grants his/her/its consent for change/ modification/ alteration/revision of the sanctioned plans in case the same is required to be done under any rule, regulation, and enactment in force or to be enforced. For the aforesaid purposes, the Purchaser/s hereby empowers the Promoter as his / her/its duly constituted attorney to make necessary representations for and on behalf of the Purchaser/s before the concerned authorities, including the authorities of the Municipal Corporation of City of Pune, for alteration, change, modification, revision, renewal and sanction of the plans for construction of the building/s; additional or otherwise, without prejudicially affecting the said Flat agreed to be purchased by the Purchaser/s /Allottee.

5e) Save and except as provided herein and subject to the right to revision of layout and / or the plans for construction of the building on the Said Entire Land by the Promoter, as hereinbefore agreed, no part of the said FSI/FAR has been utilized by the Promoter anywhere else. In any event the Promoter will ensure that requisite proportionate common open space corresponding to the said building project is provided to the all the flat purchasers in the Said Entire Land.

6) The Promoter shall complete the construction of the Said Flat as agreed to herein and shall handover possession of the Said Flat to the Purchaser/s on _____ date subject to further grace period of six months. Provided, always that the Purchasers/s have made timely payment of all dues payable by the Purchaser/s to the Promoter in pursuance of these presents.

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

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

(ii) War, Civil Commotion or any act of God, natural calamity, riots, earthquake, floods,.

(iii) Any notice, order, rule, notification of the Government and/or other public or

Competent Authority or any Decree / Stay or injunction order from any Court.

(iv) Changes in any rules, regulations and bye-laws of various statutory bodies and authorities from time to time then affecting the development of the project.

(v) Delay in grant of any NOC / permission /licence connection / installation of any services such as lifts, electricity, drainage, water connections and meters to the project/building/Flat, road NOC or any other NOC or getting any requisite Certificate from Pune Municipal Corporation (PMC) or any other authority.

(vi) Any other reason beyond the control of the Promoter.

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

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

Purchaser/s takes actual possession of the said Flat.

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

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

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

7) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carryout development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no known encumbrances, including boundary disputes, encroachments, and/or any right, title, interest or claim of any party in or over the said project land, if any, upon the project land or the Project except those disclosed in the title report, so as to assign, convey, transfer and vest the portions of said project land unto the said Society or Body or the Apex Body with such title on the execution of the final transfer deeds of the said project land and/or the building;
- iv. There are no known litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/ wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or

omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

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

i. The Allottee hereby unconditionally agrees that Promoter is entitled to implement the scheme of development in respect of the Said Entire Land and shall be entitled to construct any additional buildings and structures on the Said Entire Land in accordance with the sanctions and approvals obtained from the local authorities inter alia the PMC/PMRDA from time to time and by consuming the said entire Development Potential of the Said Entire Land including on the additional land if acquired, as specified in the preceding clauses, and the Purchaser/s having satisfied himself thereof, acknowledges, accepts, understands and agrees that Promoter is fully entitled to carry out and implement the development of the said scheme known as Park Infinia and to carry out any alteration, variation, amendment and modifications thereof and in the layout, plans and specifications thereof and for making construction, as may be deemed necessary by Promoter without any dispute, protest or objection from the Purchaser/s. The Purchaser/s, either as Purchaser/s in respect of the said Flat or as member of the Corporate Body, agrees not to raise any dispute or objection to Promoter and/or its nominees implementing the said scheme of development of the said entire land and/or making and effecting construction on the said entire Land on any ground whatsoever, including that of any actual or perceived nuisance or annoyance etc.

ii. The Promoter shall be entitled to develop any other phase, if any, with the right to utilize and/or avail of power and water supply and/or draw from other service / utility connections, lines or storage tanks and all other facilities and amenities, conveniences and services in the said scheme and other conveniences and amenities for the aforesaid purposes and the Purchaser/s hereby expressly accepts and consents to the same.

iii. From the receipt of the notice intimating the said flat is ready for occupation, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect charges towards the water, electricity charges, insurance, common lights,

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

iv. The Purchaser/s shall use the Flat or any part thereof, or permit the same to be used only for the legitimate purpose approved under the building plans and permitted by the local authority. He/She/ They shall use the parking space only for the purpose of keeping or parking the Purchaser's own vehicle/s.

9) The Promoters have hereby declared, as is required under the MOFA and RERA that the precise nature of the ultimate body to be formed shall be a Apex Body /

Federation of Co-operative Housing Societies of all the societies of different phases / buildings constructed on the Said Entire Land. One or more Co-operative Housing Society of the said building project will be formed by the Promoter.

9a) On the Promoter allotting/accepting booking of 51% of the total units in the said Project the Promoter shall form one or more or building wise Co-operative Housing Society/ies of the different buildings in the said building project.

9b) The Purchaser/s along with other purchasers of Flats in the building/s shall join in forming and registering the Co-operative Housing Society/ apex body / federation of all the societies constructed on the Said Entire land to be formed and registered by the Promoter in their absolute discretion, and shall file from time to time and execute the applications for registration and / or membership and other papers and documents necessary for the formation and the registration of the Society/and for becoming a member/s, including the bye-laws of the proposed Co- operative Society and duly fill in, sign and return to the Promoter within time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, unless it is required by the Registrar or any other Competent Authority.

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

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

the Flat is situated and the Flat itself or any part thereof.

- b) Not to store in the Flat / building / surrounding area any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of building in which the said Flat is situated, including entrances of building in which the said Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- c) To carry at his/her/their own costs all the internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or cause to be done anything in or to the building in which the said Flat is situated or the said Flat which may be given, the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition to or alteration of whatsoever nature in or to the elevation and outside colour scheme of the building in which the said Flat is situated and shall keep the portion, sewers, drains, pipes in the Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat is situated and shall not chisel or any other manner damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Flat without the prior

written permission of the Promoter and/or the Society as the case may be.

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said property and the building in which the said Flat is situated.
- g) Pay to the Promoter within seven days of demand by the Promoter, his share of security deposit and expenses demanded by concerned local authority or Government in respect of the said flat.
- h) To bear and pay the local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or other public authority, on account of change of user of the Flat by the Purchaser/s viz user for any purposes other than for the permitted purpose. The Purchaser agrees and undertakes to maintain and ensure the operations of the common facilities of the said building project, the common assets of the said building project as well as to contribute to upkeep and to maintain and ensure the operations of the common facilities provided for the entire Scheme i.e. Park Infinia such as STP and other facilities.
- i) The Purchaser/s shall not let, sub-let, transfer, assign or part with Purchaser/s interest or benefit factor of this Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have intimated in writing to the Promoter and obtaining prior

written permission from the Promoter for the same.

j) The Purchaser/s shall observe and perform all the rules and regulations and bye-laws which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society / apex body /federation of all the societies developed on the said entire land regarding the occupation and use of the said Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

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

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

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

revised plans approved by PMRDA and which have been seen and approved by the Purchaser/s, and further revised building plans to be approved by the Pune Municipal Corporation (PMC) with only such variations and modifications as the Promoter may consider necessary or as may be required by PMRDA / PMC to be made in them or any of them.

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

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

11d) The Purchaser hereby gives his / her / their irrevocable consent to the Promoter herein to carry out such alterations, additions, revisions and modifications in the

layout plans of buildings and building plans of the buildings which are under construction or to be constructed on the said property, and further also gives his/her/their consent for change in the location of the open spaces, roads, building layout and also plan/s sanctioned or to be sanctioned for the building/s under construction or to be constructed and/or such alterations, additions, revisions and modifications which are necessary in pursuance of any Law, Rules, Regulations, Order or request made by the Local Authority, Planning Authority, Competent Authority or Government or any Officer of any Local Authority or Promoter. However without affecting the area of the Said Flat agreed to be purchased / allotted to the purchaser. PROVIDED further that the Purchaser/s hereby give/s and accords his / her / their full consent for any other revision / change / alterations / modifications by the Promoter in the plans for better utilization of the entire available and future potential of the said entire land as disclosed herein.

11e) The aforesaid consent, agreement and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said building is handed over to the Society/ apex body / federation of co-operative societies and vesting document is executed. The aforesaid covenants or such of them as the Promoter may deem fit will be incorporated in the vesting document and they shall run with the property.

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

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

user and disposal thereof.

13) The Purchaser/s is/are aware that the common layout plan of the Said Entire Land and the building plans of the said building project being developed on the Said Property i.e. the project land are sanctioned by PMRDA and which will be hereafter from time to time revised sanctioned/approved by the PMC and as such F. S. I. that may be consumed while constructing the said building project on the portion of the said property may be more or less than the area of the said property / of land and may not be in proportion to the F.S.I. consumed thereon so also some of the common amenities like gutters, sewage, electric cables, garden roads, open space etc. are commonly provided for all buildings constructed or to be constructed and that the Promoter cannot sub-divide the said portion. The Purchaser/s shall not insist upon nor shall the Promoter be liable and/or responsible to obtain sub-division in respect of the said portion. However the final conveyance deed in favour of the apex body / or either in favour of different societies constructed on the said entire land will clearly state and clarify the area of the undivided portion of physical land corresponding to and proportionate to the FSI utilized for construction of the respective building/society/ies which will be conveyed to such apex body / or either in favour of different societies constructed on the said entire land at the sole discretion of the Promoter.

13a) The Purchaser/s is/are aware of the fact that the Promoter have undertaken the work of development of the said property, and as such, the Promoter are at liberty to provide common water line/s, road/s, common open space for all together or may provide at their choice and as per their convenience one or more separate water line/s or road/s. The Purchaser/s shall not have any objection of whatsoever nature for either the common or separate use of the water line, drainage line, roads, open space/s and in the common areas reserved for common use.

13b) The Purchaser/s is/are hereby prohibited from raising any objection in the matter of allotment or sale of Flat etc. in the said property on the ground of nuisance, annoyance or inconvenience for any profession, trade or business, etc that has been

or will be permitted by law or by local authority in the concerned locality in the said property.

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

13d) The Promoter alone shall be entitled to claim and receive compensation for any portion of the land and. building/s that may be notified for setback / reservation and claim the F. S. I. and compensation available for areas under road/notified reservation prior to the Final Conveyance in favour of the proposed Society/apex body/ federation of cooperative societies.

14) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the Promoter shall be constructing buildings on the said property in phases and the Purchaser/s herein undertake/s not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner.

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

14b) The Purchaser/s hereby irrevocably consents and authorizes the Promoter to represent him/her/them in all matters regarding property tax assessment and reassessment before the concerned local Authorities and decisions taken by the Promoter in this regard shall be binding on the Purchaser/s. The Promoter may till the execution of the Final Conveyance Deed represent the Purchaser/so and his/ her/their

interest and give consent, NOC's and do all the necessary things in all departments of Collectorate, Road, Water, Building / Property Tax Assessment, Government & Semi-Government, M.S.E.D.C., PMRDA/PMC etc. on behalf of the Purchaser/s and whatever acts so done by the Promoter on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s.

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

- a. Promoter shall have option to form one or more than one separate co-operative society for each building for maintenance of buildings and open spaces allocated for the building/s constructed on the Said Entire Land including the Said Property.
- b. Promoter has option to form Apex Body of all the Flat Purchasers of the Said Entire Land including the Said Property by forming Federation of all the co-operative societies of each building/s. It is specifically agreed by the Purchaser that if the Promoter has decided to form one or more co-operative societies, then in that case, decision of the Promoter will be final and binding upon the purchaser.
- c. Promoter has right to form separate Adhoc Body for maintenance of common areas and amenities which are common for all the buildings.
- d. In the event it not possible to form co-operative society for the building, then in that event the Promoter has right to form Ad Hoc Committee/s for the management, maintenance and otherwise control or regulation of the affairs of one or more buildings, sectors or sections comprised in the said property;

16. CONVEYANCE: Promoter hereby agrees that one or more Deed of Conveyance/s of the respective Structure/s / the respective building/s which are forming the part of the Co-operative Society/ies excluding the basement and podium will be executed by the Promoter in favour of the one or more co-operative society either building / wing wise or single society of the said project within 18 (EIGHTEEN)

months from date of receipt of issue of occupancy certificate of the Said building Project.

However it is hereby clarified that since the development of the Said Entire Land is going to be carried out in different phases, one or more Conveyance Deed in respect of the undivided Land underneath all the buildings /wings will be executed in favour of the Apex Body or Federation of all the Co-operative societies constructed on the Said Entire Land within a period of 12 months from the date of issue of occupancy certificate to the last of the building or wing in the layout.

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

- i. A covenant by Purchaser/s to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of such stipulations and restrictions.
- ii. A declaration that the Promoter shall has unfettered right to the full, free and complete right of way and means of access over, along and under all internal access roads at all times and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the said property (and the neighboring lands) and if necessary to connect the drains, pipes, cables etc., under, over or along the land appurtenant to each and every building in the said layout.
- iii. Such provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the said premises hereby agreed to be sold into whose hands whomsoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to hereinabove.
- iv. A declaration that the Purchaser shall not be entitled to any easement or right of

light or air which would restrict or interfere with the free use of any neighboring or adjoining premises of the Promoter for building or other purposes and a declaration that the access and user of the light and air to and for the residential Flats / tenements etc. purchased by the purchaser is enjoyed under the express consent of the Promoter.

v. The Advocates for the Promoter shall prepare, engross and approve all documents which are to be or may be or may be executed in pursuance of this Agreement with respect to final conveyance as stated above. All costs, charges and expenses in connection with formation of the aforesaid Ultimate/Apex Body permissions and/or sanctioned under the Income Tax Act, 1961 and/or any other law for the time being in force and premium, if any, payable therefore as well as the costs of preparing engrossing, stamping and registering all the deeds or any other assurances, documents including the registration and stamp duty payable on this Agreement required to be executed by the Promoter and / or the Purchaser as well as the entire professional costs of the said Advocates of the Promoter in preparing and approving all such documents shall be borne and paid by the Ultimate/Apex Body or proportionately by all the Purchaser of premises in the said property. The Promoter shall not contribute anything towards such expenses. The proportionate share as determined by the Promoter of such costs, charges and expenses payable by the Purchaser/s shall be paid by him/her/it/them immediately on demand.

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

Provided further that, in such case, the promoter shall be permitted the entry of

premises of the building and common areas.

17) It is placed on record that the Promoter shall be entitled to retain with itself or to transfer the title / possession / use of the portion of amenity space area i.e. 23030.91 Sq. Mtrs. unto any person / third party or to develop or carry out any construction or development on the area under amenity space on such terms and conditions as the Promoter may from time to time decide. The Purchaser herein and or the common organization / co-operative society of all the flat purchaser/s in the said building project are not entitled to any rights or interest in respect of the said area under amenity space.

18) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said property and Building or any part thereof unless proper conveyance of the said property and ownership of buildings constructed upon it is executed by the Promoter and the Consenting Party in favour of Association / society / federation/ apex body of the flat purchasers. The Purchaser/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him. Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms of this Agreement, or any forbearance or giving of time to the Purchaser/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter.

18a) The Promoter shall have a first charge and lien on the said Flat in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement. It is specifically understood that the brochure/s, advertisements published by the Promoter from time to time in respect of the scheme is just an advertisement material and contains various features such as furniture layout in the tenement vegetation and plantations shown around the building / Schemes; vehicles etc. to increase the

aesthetic value only and are not facts. These features /amenities are not agreed to be developed/provided.

18b) The Promoter shall be entitled to create encumbrance over the said property or lease, allot, give on license any portion of the said property to any Government / Semi Government Authorities / Local Authority / M.S.E.D.C.Ltd., any other private company, etc. for operational services such as electricity, water, drainage, roads, access, telephone, disc antenna, cable T.V. etc. The Purchaser/s shall not be entitled to raise any objection or grievance of any manner whatsoever in respect of the same.

18c) The Promoter has not undertaken any responsibility nor have they agreed anything with the Purchaser/s orally or otherwise and there is no implied Agreement or covenant on the part of the Promoter other than the terms and conditions expressly provided under this Agreement.

19) The name of the Scheme / entire Project will be "**PARK INFINIA**". The Purchaser's Co- operative Society/apex body/ federation as the case may be shall not change, alter or modify the said name without the prior written consent of the Promoter at any time. The Purchaser/s shall keep the front side and the rear elevation of the said building or building/s or other structures in which the said premises are situated in the same position only as the Promoter construct and shall not at any time alter the position of the said elevation in any whatsoever without the consent in writing of the Promoter. If the Purchaser/s or any other Purchaser/s of the other premises desire/s to put any grills or any windows on other places and/or desires to put Air Conditioners, the same shall be according to the design supplied by the Promoter and in such places or in such manner as may be directed by the Promoter.

19a) **ASSIGNMENT:**

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

transferee of the Promoter shall be bound by the terms and conditions herein contained

20) 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.

21) BINDING EFFECT

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

22) ENTIRE AGREEMENT :This Agreement, along with its schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said flat, as the case may be.

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

24) PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

25) 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.

26) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

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

27) 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.

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

Name of Allottee (Allottee's Address)

Notified Email ID: _____ M/s Promoter name

(Promoter Address)

Notified Email ID: _____

It shall be the duty of the Purchaser and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Purchaser/s, as the case may be.

29) JOINT ALLOTTEES: That in case there are Joint Allottees / Purchasers all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

30) Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/s. The Purchaser/s shall present this agreement at the concerned office of the Sub Registrar, Haveli Pune for registration within the time prescribed by the Registration Act and upon intimation

thereof by the Purchaser/s, the Promoter shall attend such office and admit execution thereof.

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

31) **DISPUTE RESOLUTION :** In case of any dispute between the Promoter and the Purchaser/s regarding interpretation of any of the terms of this agreement or regarding any aspect of transaction including quality of construction work, defective service by the Developer, delay in construction work and/or sale deed, alterations in the plan, parking arrangement, rendering of account etc, then such dispute shall be referred to the arbitration by appointment of sole arbitrator by the Promoter and the Purchaser, and the decision of such arbitrator shall be final and binding on both the parties.

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

33) **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Pune will have the jurisdiction for this Agreement

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

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

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

**SCHEDULE – I ABOVE REFERRED TO
(Description of the Said Entire Land)**

All that pieces and parcels of the portion of land admeasuring 130508.52 Sq.mtrs being portion of land carved out of the sanctioned layout plan of the total area of the land admeasuring 15 Hect. 58.25 Ares being portion of land formed from and out of the following lands lying, being and situated at revenue Village - Fursungi, Taluka – Haveli, District – Pune previously situated within the limits of the Zilla Parishad Pune, Panchayat Samiti – Taluka - Haveli and previously situated within the local limits of the Grampanchayat of village Fursungi and now included within the limits of the Pune Municipal Corporation, and within the registration District – Pune, Sub District – Taluka – Haveli- and more particularly described in **Schedule -I** written hereunder.

Serial No.	Survey No. / Hissa No.	Area Hect. – Are.
1.	214/2/1	02.77
2.	214/2/2	00.02
3.	214/2/7	00.90.5
4	214/2/8	00.97
5.	214/2/9	00.99.5
6.	220/2+3+4/1	01.83.5
7	220/2+3+4/2	01.77
8.	220/2+3+4/3	01.62
9.	221/1B/1/1	00.15
10.	221/1B/1/2	00.15
11.	221/1B/2	00.81
12.	221/1A/2	00.40
13.	221/1A/1	00.61
14.	221/2A/2/1	00.85
15	221/1D/1	00.45.75
16.	221/2A/2/2	00.79
17	221/1C	00.48
		15 Hect. 58.25 Ares

and are bounded as follows –

On or towards the East : By Land out of S.No.221 (Part) and canal On or towards the South : By Partly by Nala and Road

On or towards the West : By Land out of S.No.214

On or towards the North : By portion of land remaining out of the above lands. The above lands have been amalgamated and layout of the above lands has been approved by the PMRDA vide permission No. DP/BHA/mouje Fursungi/S.No.214 (p) and other/Proposal No. 628/2016-17 dated 17/01/2017 and the revised sanction permission / approval No. No. DP/BHA/mouje Fursungi/S.No.214 (p) and other/Proposal No. 628/2016-17 dated 03/10/2017.

SCHEDULE – II ABOVE REFERRED TO
(Description of the Said Property)

All that pieces and parcels of the proportionate undivided portion of land admeasuring 16351.96 sqmtrs. with the corresponding FSI admeasuring 20770.04 Sq.mtrs. for

construction in respect of the said building project i.e. consisting of the building Nos. I-1 to I-3, J2, J3 and K-1, being portion of land out of the total area of the land described in the Schedule – I above lying, being and situated at revenue Village - Fursungi, Taluka – Haveli, District – Pune within the limits of the Zilla Parishad Pune, Panchayat Samiti – Taluka - Haveli and within the local limits of the Grampanchayat of Village Fursungi, and within the registration District – Pune, Sub District – Taluka – Haveli- and more particularly described in **Schedule -I** written hereunder.

SCHEDULE-III COMMON AREAS AND FACILITIES

(a) COMMON AREAS :

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

(b) COMMON FACILITIES :

1. RCC framework structures of the building/s.
2. Drainage and water line network and septic tank.
3. Plants and trees planted or to be planted in the open space around the building/s.
4. Electric meters and water meter connected to common lights water connections, pump sets, etc.
5. Light points on the internal road, light points outside the building and in the staircase/s as well as in car park.
6. Overhead water tank and underground water tank shall be common along with the pump set.
7. Right to use internal roads, drainage lines, water lines, service lines.

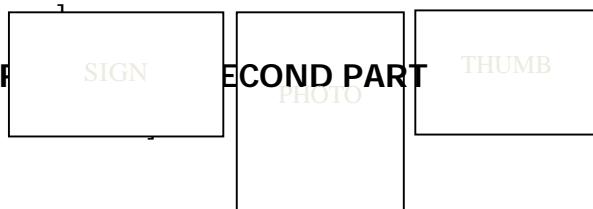
IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED BY THE
withinname Promoter]

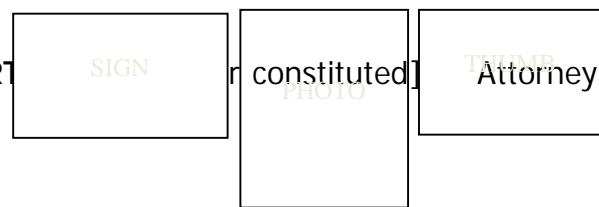
M/S. KUMAR PROPERTIES AND REAL ESTATE] PVT. LTD. THROUGH ITS
AUTHORIZED SIGNATORY] **MR. Y. K. JAIN**]



SIGNED, SEALED AND DELIVERED BY THE
withinname **ALLOTTEE/ PURCHASER PART**]



SIGNED AND DELIVERED BY THE
withinname **OWNER / CONFIRMING PART**]
MR. KEWALKUMAR K. JAIN.]



In the Presence of:

1.

2.

Annexure "A"

The copy of the 7/12 extract,

Annexure "B"

The copy of Title Report issued by the Advocate of the Promoter,

Annexure "C"

the copy of the plans of the said flat approved by the PMRDA

Annexure "D"

The Copy of the layout plan approved by the PMRDA

Annexure "G"

Registration Certificate issued by the Real Estate Regulatory Authority, Maharashtra State is annexed hereto as Annexure – "G".

ANNEXURE "E" (DETAILS OF FLAT ETC.)

- 1) Flat No. :
- 2) Carpet area : _____ mtrs.
- 3) Building No. :
- 4) Floor :

In addition to the above mentioned carpet area of the Said Flat, an exclusive balcony (Enclosed as per sanctioned building plan) admeasuring _____ Sq.mtrs and Dry balcony admeasuring _____ Sq.mtrs and an exclusive open terrace admeasuring _____ Sq.mtrs is appurtenant / attached to the said flat for the exclusive use of the Purchaser herein.

ANNEXURE "F"
(DETAILS OF SPECIFICATIONS AND AMENITIES)

Construction	A - class, Earthquake Resistant Construction
Flooring	800 X 800 mm size Vitrified tiles in living and kitchen and bedrooms. Matt finished Ceramic Tile flooring in toilets. Anti skid tiles for Balconies/ Terraces.
Wall and Ceiling	Gypsum punning on walls. Superior OBD Paint for walls and ceilings.
Windows	Powder Coated Aluminum Sliding Windows with MS Grills.
Railings for attached Terraces	MS Railing for attached terraces.
Doors	Vinyl skin pre-moulded flush door with SS fittings for Entrance Door HDF Skin moulded flush doors with SS fittings for bedrooms and toilets.
Kitchen	Granite Kitchen Counter. Stainless Steel Sink. Glazed tile dado up to Window Height
Plumbing, Bathroom and Toilets	Concealed plumbing. White/colour ceramic sanitary ware of reputed brand. Single lever diverter in shower areas along with single lever basin mixer for all toilets.
Electrical	Concealed copper wiring in the entire flat with ELCB and MCB Modular Electrical Switch & Sockets. Electric supply by way of 1 Phase meter.
Entrance Lobby	Designer finish entrance lobby.
Lifts	Modern, Automatic lifts of reputed make.
External Finish	Exterior grade Acrylic Paint.
Safety	Intercom Facility. Main entrance lobby at ground floor with CCTV camera.

Sr. No.	List of Amenities	Status	Phase
1.	Main Entrance	Completed	Provided for all Phases of the Entire Layout
2.	Club House Complex 1 <ul style="list-style-type: none"> - Gymnasium (8.8m x 5.8m) - Multipurpose Hall (8.8m x 14m) - Swimming Pool (14m x 7.5m x 1.2m) - Kids Pool (10.5m x 4.5m x 0.45m) - Crèche Room 	Construction Completed	
3.	Club House Complex 2 <ul style="list-style-type: none"> - Gymnasium (6.32m x 11.94m) - Multipurpose Hall (14.25m x 8.74m) - Swimming Pool (14m x 7.5m x 1.2m) - Kids Pool (10.5m x 4.5m x 0.45m) - Yoga Room 	Under Progress	
4.	Snooker Area 1 no.	Completed	
5.	Table Tennis 1no.	Completed	
6.	Jogging Track 2 nos.	Completed	
7.	Cricket Nets 2 nos.	Completed	
8.	Tennis Court 1 no.	Completed	
9.	Basketball Court 1no.	Completed	
10.	Badminton Court 2 nos.	Completed	
11.	Kids Zone 3 nos.	Completed	
12.	Amphitheatre 1 no.	Completed	
13.	Multipurpose Lawn 1 no. (77.1m x 31.5m)	Completed	
14.	Maze Garden 1 no.	Completed	
15.	Garden Walkway 4 nos.	Completed	
16.	Water Bodies	Completed	
17.	Sculptures & Statues	Completed	
18.	Skating Rink	Completed	
19.	Snakes & Ladders	Completed	