AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made and executed at Pune, on this _____ day of _____ in the year 2017.

BETWEEN

M/S. MILLENNIUM DEVELOPERS
A Partnership firm registered under the
Indian Partnership Act, 1932 having office
at – Office No. 21, Metro-9, OPP Park Street,
Rahatani, Pune- 411057
PAN: ABAFM7942A

Through one of its Partner

MR. RAJKUMAR SRICHAND KUKREJA
Age: 34 Years, Occupation: Business
Residing at: Flat No. V 102, Topaz Park,
Park Street, Wakad, Pune 411057.
PAN : AMSPK1108K

Hereinafter referred to as **THE DEVELOPER** (which expression unless repugnant to the context or meaning thereof shall mean and include the said firm, its partners for the time being constituting the firm their respective executors, administrators, successors, assigns, etc.,)

...THE PARTY OF THE FIRST PART

AND

1. **MR _____**
   PAN: _____
   Age: _____Years, Occupation:_____

2. **MR. _____**
   PAN: _____
   Age: _____Years, Occupation: _____.

   Both Residing at: _____

Hereinafter referred to as the **'PURCHASER/S'** (which expression unless repugnant to the context or meaning thereof shall mean and include his/her heirs, executors, administrators and assigns).

...THE PARTY OF THE SECOND PART

AND

1. **MR. DEEPAK JIVANDAS PANJABI**
   Age: 46 Years, Occupation: Farmer and Business
   PAN: AAVPP4336K

2. **MR. AKSHAY DEEPAK PANJABI**

Age: 20 Years, Occupation: Farmer and Business
PAN: CHHPP0984N

Both Residing at: Akshay Villa, Flat No. 9, Aashiyana Park,
Survey No. 255, Aundh, Pune 411007

Hereinafter referred to as the **'The OWNERS/CONSENTING PARTY'** (which expression unless repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns).

...THE PARTY OF THE THIRD PART

WHEREAS the land at Gat No. 129 admeasuring about 03 H 90 R, situated at Borhadewadi (Moshi) belonged to Mr. Raghu Eknath Borate prior to the year 1970 and accordingly his name was mutated on the 7/12 extract;

AND WHEREAS the Mr. Bhau Eknath Borate and Mr. Raghu Eknath Borate were tenants cultivating the said land. That under the provisions of Section 32G of Bombay Tenancy and Agricultural Lands Act, 1948 inquiry was held and Mr. Bhau Eknath Borate and Mr. Raghu Eknath Borate were inter alia given an opportunity to purchase the said land. That the said Mr. Bhau Eknath Borate and Mr. Raghu Eknath Borate purchased the said land and accordingly Certificate under Section 32M of Bombay Tenancy and Agricultural Lands Act, 1948 was issued in favour of Mr. Bhau Eknath Borate and Mr. Raghu Eknath Borate. In furtherance of the same their names were recorded on the 7/12 extract vide Mutation Entry No. 49, with the restriction of section 43 of the Bombay Tenancy and Agricultural Lands Act, 1948 that the land cannot be alienated without prior permission of the Collector;

AND WHEREAS the said Partition took place on 20.11.1997 between Mr. Raghu Eknath Borate and Mr. Namdev Bhau Borate and others. In furtherance of the same aforesaid land came to the share of Mr. Namdev Bhau Borate, Mr. Laxman Bahu Borate, Mrs. Janabai Sadhu Vidhate, Mrs. Shalini Prabhakar Alhat, Mrs. Mangal Tanaji Bagade, Master Vaibhav, Miss. Sonali and Miss. Monali through guardian Smt. Sunanda Gulab Borate and accordingly their names were mutated on the 7/12 extract vide Mutation Entry No. 1303;

AND WHEREAS the said Mr. Namdev Bhau Borate and others made an application to the Hon'ble Sub Divisional Officer Pune, Sub Division Pune under Section 43 of the Bombay Tenancy and Agricultural Lands Act, 1948 for permission to transfer the land admeasuring about 03 H 50 R out of at Gat No. 129. That the Sub Divisional Officer Pune, Sub Division Pune granted permission under Section 43, vide its Order dated 26.07.2007 in case No. 43/SR/22/2007 for transferring the land admeasuring about 03 H 50 R out of Gat No. 129 in favour of Mr. Manoj Ramchandra Panjabi and Mr. Deepak Jivandas Panjabi within a period of 3 months from the date of aforesaid order;

AND WHEREAS the said Mr. NamdevBhau Borate (HUF) through Karta Mr. Namdev Bhau Borate, Mrs. Savitrabai Namdev Borate, Mr. Anil Namdev Borate for self and as guardian of Shubham alias Yuvraj and Rupali, Mrs. Maya Anil Borate, Mr. Sunil Namdev Borate for self and as guardian of Sunny and Saurav alias Sonu, Mrs. Anita Sunil Borate, Mr. Santosh Namdev Borate for self and as guardian of Hrushikesh, Mrs. Sarika Santosh Borate, Mr. Manes Namdev Borate, Mr. Laxman Bahu Borate, Mrs. MandaLaxman Borate, Mr. Ganesh Laxman Borate for self and as guardian of Shreya alias Guddi and Suraj alias Guddu, Mrs. Yogita Ganesh Borate, Mr. Popat Laxman Borate, Mr. Premnath Laxman Borate, Smt. Sunanda alias Nanda Gulab Borate forself and as guardian of Master Vaibhav, Miss. Sonali and Miss. Monali, Mrs. Janabai Sadhu Vidhate, Mrs. Shalini alias Shalan Prabhakar Alhat and Mrs. Mangal alias Kamal Tanaji Bagade with the consent of Mr. Dnyanoba Damodar

Jamdade sold the land admeasuring about 03 H 50 R out of Gat No. 129 to Mr. Manoj Ramchandra Panjabi and Mr. Deepak Jivandas Panjabi (partners of M/s. Deepmoti Promoters and Builders) vide Sale Deed dated 16.08.2007, which is duly registered in the office of Sub Registrar Haveli No. 17, at Serial No. 7805/2007 and Power of Attorney dated 16.08.2007, which is duly registered in the office of the Sub Registrar Haveli No. 17 at Serial No. 7806/2007. In furtherance of the same their names were mutated on the 7/12 extract vide Mutation Entry No. 2820;

AND WHEREAS the said M/s. Deepmoti Promoters and Builders sold land admeasuring about 3575 sq. mtr. out of Gat No. 129 to Mr. Deepak Jivandas Panjabi and Mr. Akshay Deepak Panjabi vide Sale Deed dated 30.12.2014, which is duly registered in the office of the Sub Registrar Haveli No. 18 at Serial No. 9597/2014. In furtherance of the same their names were mutated on the 7/12 extract vide Mutation Entry No. 5806;

AND WHEREAS the said Mr. Deepak Jivandas Panjabi and Mr. Akshay Deepak Panjabi and M/s. Millennium Developers agreed to jointly develop the sold land admeasuring about 3575 sq. mtr. out of Gat No. 129 on basis of revenue sharing vide Articles of Agreement dated 18.06.2015, which is duly registered in the office of Sub Registrar Haveli No. 17, at Serial No. 3834/2015 and Power of Attorney dated 18.06.2015, which is duly registered in the office of Sub Registrar Haveli No. 17, at Serial No. 3835/2015;

AND WHEREASthe said Mr. Rajkumar Srichand Kukreja inter alia authorized Mr. Sachin Srichand Kukreja for carrying out the development work of the sold land admeasuring about 3575 sq. mtr. out of Gat No. 129 vide Power of Attorney dated 18.06.2015, which is duly registered in the office of the Sub Registrar Haveli No. 17 at Serial No. 3836/2015;

AND WHEREAS in the aforesaid manner M/s. Millenium Developers i.e. Developer herein jointly acquired the development rights of the land described in said **Schedule I** written hereunder (herein after called and referred to as the **'said land'** for the sake of brevity and convenience);

AND WHEREAS the Additional Collector Pune has granted permission for the Non Agricultural use of the said land vide its Order dated 23.05.2016 in case no. PCMC/PRA/NOC/SR/43/2016;

AND WHEREAS the Pimpri Chinchwad Municipal Corporation sanctioned the building plan in respect of the building proposed to be constructed only on the said land vide Commencement Certificate No. B.P./Moshi - Borhadewadi/15/-/2016, dated 22.02.2016. Further, the Developer herein has revised the plan and the same has been sanctioned by PCMC vide Commencement Certificate bearing No. B.P/Moshi Borhadewadi/69/2016 dated 15-07-2016.

AND WHEREAS the Developers herein has entered into standard agreement with an architect named as Projection Studio registered with the council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.

AND WHEREAS the Developer has appointed Structural Engineers named Equicom Structural Consultants for the preparation of the structural design and drawings of the buildings and the development shall be under the professional supervision of the Architects and the structural Engineers till the completion of the building/s.

AND WHEREAS the Developer has proposed to construct on the project Land 2 wingsi.e Wing 'A' and Wing 'B' thereof havinggroundplus upper 12 floors.

AND WHEREAS the Purchaser/s herein is/are desirous of purchasing Flat more particularly described in the **'Schedule II'** written hereunder (herein after called and

referred to as the **'said flat'** for the sake of brevity and convenience) from the Developer and the Developer has agreed to sell the said Flat to the Purchaser/s herein on the basis of the carpet area and on the terms and conditions mentioned herein below;

AND WHEREAS as per the building plan sanctioned by P.C.M.C vide Commencement Certificate bearing No. B.P/Moshi Borhadewadi/69/2016, dated 15-07-2016 in respect of said land, the Owners i.e. the Consenting Party herein have reserved **6 Meters** internal road for access to common people. Whereas the owners of Adjacent Property i.e. land bearing Private Plot No. 4 out of Gat No. 129 (old Gat No.1249)to the said land, also have reserved **6 Meters** internal road for access as per the building plan sanctioned by the Authorities bearing Commencement Certificate No. B.P/Moshi-Borhadewadi/107/2016, dated 09-12-2016. (Hereinafter the said reserved internal roads shall be collectively referred to as Common Access Road). Whereas the Owners i.e. the Consenting Party herein have entered into an Agreement for an Easement of Right of Way, dated 27-03-2017 in respect of said Common Access Road with the Owners of Private Plot No. 4, M/S Rama Builders through its Proprietor Mr. Moti Udharam Panjabi and the said Agreement is duly notarized by Public Notary Adv. Kailas Murlidhar Jadhav. Whereas in the aforesaid Agreement the parties therein have mutually agreed to maintain Mutual Right-of-Way in good state of repair and to share equally all cost associated with the maintenance and repair in respect of the said Common Access Road. That in future the responsibility to maintain the said Common Access Road in good state of condition & repair in due course of time shall be of the societies to be formed in respect of Units constructed on said properties (Private Plot No. 4 and Private Plot No. 6). That the said Common Access Road shall never be used for Parking Purpose and both the Societies to be formed in respect of Units constructed on said properties (Private Plot No. 4 and Private Plot No. 6) shall always co-operate and not obstruct each other's right in respect of use of said Common Access Road.

AND WHEREAS the Purchaser/s has/have demanded from the Developers and the Developers have given inspection to the Purchaser/s all the documents of the Title relating to the said Schedule - I property, the relevant orders, and the approved plans, designs and specifications prepared by the Developer's Architect and all other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promoters of the Construction, Sale, Management and Transfer) Act,1964 (Hereafter referred as "the said Act") and rules made there under.

While sanctioning the said plans, in respect of construction on the said Schedule-I property, the concerned local Authority and/ or Government has laid down certain terms, conditions stipulations and restrictions which are to be observed and performed by the Developers while developing the said Schedule-I property.

AND WHEREAS the Purchaser/s herein has shown willingness to purchase apartment/ Flat in the said project and the representative of developer has thereafter disclosed all the required disclosers as well as informed the Purchaser/s that, the development of the said project is as per The Real Estate (Regulation and Development) Act, 2016 (Hereinafter referred as "RERA") and The Maharashtra Ownership Flats (Regulation of The Promotion of construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred as "MOFA").

AND WHEREAS the Purchaser/s after satisfying himself/herself about the nature of Title of said Schedule-I Property and plans etc. applied to the Developers for the allotment to the Purchaser/s **Flat No. _____** on _____ **Floor**, **Wing-__** in Building Known as "**DIVINE"** situated at Borhadewadi (Moshi) and the Developers have agreed to sell to the Purchaser/s a Flat for total consideration of **Rs. _____ (Rupees**

_____)on terms and conditions hereinafter appearing.

AND WHEREAS the authenticated copy of Certificate of Title issued by Advocate of the Promoter has been annexed hereto and marked as Annexure 'A'.

AND WHEREAS the authenticated copies of Property Card or extract of Village Forms VI and VII and XII or any other relevant record showing the nature of the title of the Promoter/Owner to the Project land on the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'B'.

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

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the Buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure 'C-2'.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchaser, as sanctioned and approved by the Local Authority have been marked as Annexure 'D'.

AND WHEREAS the parties hereto are executing this agreement for sale to record the terms and conditions agreed upon between them, in compliance of Sec. 13 of RERA and Sec. 4 of MOFA and the rules made there under at a price hereinafter appearing.

AND WHEREAS The Developers are entering into similar separate agreementswith the several other persons and parties for the sale of Flats etc. in the said building/s.

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

1. CONSTRUCTION AND DEVELOPMENT OF THE SAID SCHEDULE-I PROPERTY.

i. The Developers herein have commenced the construction work of the Building/s on the said Schedule-I Property as per the layout plan approved under the Scheme **"DIVINE"** which consist of Two Wings i.e. A & B Wing whereas each Wing/Building consist of Ground plus 12 Upper Floors. The Developer herein is developing the said Schedule-I property in accordance with the plans, designs, specifications approved by the concerned Local Authority and which have been seen and approved by the Purchaser/s with only such variations and modifications as Developers may consider necessary or may be required by the concerned Local Authority.

ii. That the Builder herein has disclosed the Purchaser/s the current and future FSI based on the commencement certificate mentioned above and the Purchaser/s has given irrevocable consent with due diligence for the future FSI potential: -

Current Sanction			Future Potential	
Bldg / Wing	**Number of Floors**	Built Up Area As per Approved FSI	**Number of Floors (proposed)**	**Future Proposed FSI Area**
A	Gr + 8	3151.35	Gr + 8 + 4=12	(3151.35+1658.84)= 4810.19
B	Gr + 8		Gr + 8 + 4=12	

iii. Differences in Areas as per 7/12, demarcation & on site:

That the Owners herein i.e. Mr. Deepak Jivandas Panjabi and Askhay Deepak Panjabi are well and sufficiently entitled to said Land/Property i.e. land admeasuring area 3575 Square Meters and their names are also recorded in the records of right of Village Form 7/12 in respect of said property admeasuring area 3575 Square Meters as owners thereof .The Developers herein have jointly acquired the Development Rights with the owners herein in respect said Land/Property i.e. land admeasuring area 3575 Square Meters out of Gat No. 129 situated at Borhadewadi (Moshi). However the development of the said project "DIVINE" is being carried on the said land /Property admeasuring area 3225.85 Square Meters out of admeasuring area 3575 Square Meters , bearing Gat No. 129, Borhadewadi (Moshi).

2. AGREEMENT AND CONSIDERATION :

i. Subject to the other terms and conditions herein and relying on the Purchaser/s representation/s and assurance/s, the Developer herein has agreed to sell the **Flat No. _____** admeasuring Carpet Area _____ **Square Feet i.e. _____ Square Meters (Inclusive of Enclosed Balcony)** together with **Adjacent Terrace** admeasuring area about _____ **Square Feet i.e. _____ Square Meters**, situated on _____**Floor**, in building/Wing "___" in the Project named as **"DIVINE"** being constructed on the said property more particularly described in Schedule-I hereunder written and the Purchaser/s has/have agreed to purchase the same (hereinafter called and referred to as the **'Said Flat'**, for the sake of brevity and convenience which is more particularly described in Schedule-II hereunder written) at or for total lumpsum consideration of **Rs. _____/- (Rupees _____ Only)** and this amount is including the price for the carpet area of the said flat and proportionate share in the common areas and amenities but excluding all other expenses and charges separately mentioned herein below. The Purchaser/s have paid to the Developersa sum of **Rs. _____ /-(Rupees _____ only) by Cheque bearing No. _____ dated _____, drawn on _____ Bank, _____ Branch,** being part payment towards the purchase price (the payment and receipt whereof the Developers do hereby admit and acknowledge)

ii. **Disclosure regarding enclosed balcony.**

The Developer has disclosed and made the Purchaser/s well aware that, as per sanction building plan the balconies are shown in the Said Flat but for convenient usefulness of the Said Flat the balconies has to be enclosed and get amalgamated

into adjacent room as the case may be and which is permitted under development control Rules of the Development Controlling Authority applicable to the Said Project and for that required premium has been paid by the Developer and such modified amalgamated flat floor plan is annexed as "ANNEXURE D". The aforesaid changes are made as per the request of the Purchaser/s herein and the Purchaser/s shall and will not raise any objection, complaint and query as the case may be for such changes and have given irrevocable consent with due diligence. If any Variations or modifications which adversely affect the Said Flat as shown in "Annexure D", Builder shall have prior consent of the Purchaser/s herein.

iii. The above mentioned price is a Flat price and the area mentioned is for the purpose of paying Stamp Duty as prescribed by the registration authorities and this is not a Sq. Ft. deal but a package deal and on the terms and conditions hereinafter appearing including price for proportionate of the common areas & facilities appurtenant to the said flat, the subject to the encumbrances of the limited areas & facilities but excluding all expenses of stamp duty and registration fees, Service Tax, Value Added Tax (VAT), Local Body Tax (LBT), Goods & Service Tax (GST) etc., which will have to be paid by the Purchaser/s to the Builder or concerned authority separately. The Developer & the Purchaser/s / s agreed not to question or challenge the said consideration the same having been settled on lump sum basis considering all aspects and other terms of the agreement.

iv. The Purchaser/s herein shall pay the aforesaid agreed consideration to the Developer herein in the manner detailed hereunder:

PAYMENT SCHEDULE	
At the time of booking	10%
At the time of Execution of Agreement	20%
At the time of Completion of Plinth	15%
At the time of completion of 1st slab	5%
At the time of Completion of 3rd slab	5%
At the time of Completion of 5th slab	5%
At the time of Completion of Top terrace slab	10%
At the time of Completion of the walls, internal Plaster of the said flat	5%
At the time of Completion of external plumbing And external plaster, elevation, terraces with Waterproofing	5%
At the time of Completion the sanitary fittings, Staircases, lift wells, lobbies upto the first floor	5%
At the time of Completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance bobby, plinth protection and all other requirements	10%
At the time of commencement of possession	5%
Total	100%

v. Apart from the above consideration amount the Purchaser/s herein has/have agreed to pay 4.50% towards the Service Tax and 1% towards VAT of the said Agreement Value to the Developer herein. However if, anytime in future the Government of India implements Goods and Service Tax, then the Purchaser shall be liable to pay the Goods and Service Tax as per the prescribed rate notified by the said Government. The rates specified herein (Service Tax and Vat) are as per the current prevailing rules prescribed by Government. However, the current rates may vary from time to time as per the notifications issued by the Government and the Purchaser/s shall pay the same accordingly.

vi. The Purchaser/s herein shall pay the aforesaid amount on the due date or within seven days from the Developer giving the written intimation to the Purchaser/s calling upon the Purchaser/s to make the payment.

vii. It is hereby agreed that the time for payment as specified herein above is the essence of this contract and on 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 and in such case the Developer shall be entitled to take necessary action against the Purchaser/s.

viii. The Purchaser/s agree/s not to question or challenge the said consideration, the same having been settled on lumpsum basis after considering all aspects and other terms of the agreement.

ix. Payment of any installment if made in advance shall be adjusted to the instalments as mentioned herein above. No interest shall be paid by the Developer for such advance payments made by the Purchaser/s or Housing Finance Companies/Banks, etc.

x. The Developer 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 three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchaser/s within forty-five days with annual interest at the rate specified in the Rules framed under RERA 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 Developer shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

xi. The Total price is escalation-free, save and except escalations 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 Developer undertakes and agrees that while raising a demand on the Purchaser/s for increase in

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

3. MODE OF PAYMENT:

The Purchaser/s shall make all the payments by RTGS(IFSC CODE ICIC0003363, MICR 411229063), demand draft or by local 'A/C Payee' cheques drawn in favour of '**M/s. Millennium Developers, ICICI Bank A/c No. 336305000024'** payable at Pune or at par at these stations. Only after the Cheque/Demand Draft has been cleared and the amount has been credited to the Developer's banking account, the Developer shall give effect of the same to the account of the flat Purchaser/s with such amount after deducting the commission of the Bank, (if any) charged by the bank.

4. CONDITIONS OF SANCTIONING AUTHORITY:

It is hereby agreed that the Developer and the Purchaser/s shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by Local Authority at the time of sanctioning or revising the plans or any time thereafter and shall, before handing over possession of the said Flat to the Flat Purchaser/s, obtain from Local Authority Occupation and/or Completion Certificate in respect of the Flat.

5. DELAY IN PAYMENT:

Without prejudice to the right of the Developer to take action for breach arising out of delay in payment of the installments on the due dates and other expenses, the Purchaser/s shall be bound and liable to pay interest at the rate of 2% + prevailing highest MCLR rate of State Bank of India, on all the amounts which become due and payable by the Purchaser/s to the Developer till the date of actual payment.

Provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Developer under this Agreement, nor shall it be construed as condonation of the delay by the Developer.

6. REVISE SANCTIONED BUILDING PLAN:

i. The Purchaser/s hereby give/s his/ her/ their irrevocable consent to the Developer herein to make such alteration, modifications, revision in the sanctioned plan/s of the said building/s as the Developer in its sole discretion thinks fit and proper provided the Developers has obtained consent from at least 2/3rd Purchaser/s and/or such modifications, revisions and alterations 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 wherein the consent from Purchaser/s is not required.

ii. That the Developers herein have obtained the sanction from concerned Authorities upto 8th Floor i.e. 64 units/Flats whereas the Developers have Obtained TDR in

respect of the said Project and therefore have applied to concerned Authorities for Sanction of Plan from 9th to12th floor i.e. 32 units against TDR. However in any case, if the Concerned Authorities does not approve the Revised Building Plan in respect of said Project against TDR, in such case the Purchaser/s shall have no objection regarding the same.

iii. The Developer has made the Purchaser/s aware and the Purchaser/s hereby gives explicit no objection and irrevocable consent to the Developer to prepare the new/ revised position of dust bins, transformer plinths, pumping stations, STP Plant etc., on the said land and to submit the same to the requisite authorities and obtain their sanctions and also further revise or amend the said revised position by the Developer, and for the said purpose to sign all plans, without in any manner making the Purchaser/s liable for any costs and affecting his/her interest.

iv. The Purchaser/s shall have no objection for the said new purchaser/s to be admitted as members of the Ultimate Organization. The Ultimate Organization shall get the new transferees admitted as its members without payment of any premium or transfer fees.

7. CALCULATION OF THE AREA OF THE FLAT:

i. The carpet area of the said Flat means the net usable floor area of the said Flat, excluding the area covered by the external walls, areas under services shafts (if any) and exclusive attached terrace/balcony (if any) appurtenant to the said Flat for exclusive use of the Purchaser/s but includes the area covered by the internal partition walls of the Flat. Purchaser/s is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately three percent.

ii. Structural elements like columns/ shear walls etc, as designed by the licensed structural engineer, are excluded from the carpet area and may not be modified by flat owner. The structural engineer, are to make minor modifications to the sizing of these elements within the construction period of the project for the purpose of enhanced structural stability of the project as per provident IC codes column reduction is not considered.

8. USE OF SAID FLAT

The Purchaser/s shall use the said Flat and every part thereof and/or permit the same to be used only for the purpose of Residence.

9. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

It is hereby agreed that subject to the terms of this Agreement, the Purchaser/s shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the Local Authority, State and/or Central Government including Environment Department etc. at the time of sanctioning of the plans or at the time of granting Completion Certificate. The Purchaser/s shall not be entitled to claim possession of the said Flat until the Completion Certificate in respect of the said Flat is received from the PimpriChinchwad Municipal Corporation and the Purchaser pays all dues, advances,

deposits, etc. payable under this Agreement in respect of the said Flat to the Promoter and has signed the Possession documents, Bonds, Receipts, etc. After receipt of the Completion Certificate from PimpriChinchwad Municipal Corporation the Promoter shall be free from any liability in case any addition and/or alteration to the Flat/Building by the Purchaser/s, any damage to the building by accident, any tampering with the geometrical sections of the building, lack of maintenance by the Purchaser/s / Association, any event of force majeure and any Act of God.

10. POSSESSION OF THE SAID PREMISES

i. The Developers shall give possession to the Purchaser/s of Flat on or before July 2018, to the Purchaser/s and after receipt of final consideration amount along with all other amount such as Service Tax, VAT, and Maintenance Charges etc. from the Purchaser/s. It is specifically understood between the parties hereunto that on the purchaser/s fulfilling his/ her/ their part of the agreement, the said possession shall be confirmed, on receipt of the Completion Certificate from the Local Authority.

ii. If the Developer fails to hand over the possession for the reasons beyond its control or within the extended period mentioned under Section 18 of Real Estate (Regulation and Development) Act, 2016 then the Developer shall be liable, on demand, to refund to the Purchaser/s the amount already received by the Developer in respect of the said flat with 2% + prevailing highest MCLR rate of State Bank of India, from the date the Developer received the said sum till the date the amount and interest is repaid. The said amount together with interest shall be refunded by the Developer to the Purchaser/s, within 45 days of such demand. However, the Purchaser/s shall have no charge on the said flat, of whatsoever nature.

Provided that the Developer shall be entitled to reasonable extension of time for giving possession of the said flat by the aforesaid period, if the construction and completion of said flat or the said building/s in which the said flat is situated is delayed on account of :

a) non-availability of steel and/or cement or any such building material or by reason of war, civil commotion or any Act of God or any prohibitory order of any Court against development of the said plot;or

b) any notices, orders, rules or notification of the Government and/or other public or Competent Authority; or

c) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or

d) delay in grant of any NOC/permission/license/connection for installation of any services, such as lifts, electricity and water connections and meters to the project/premises/road or Completion Certificate from the appropriate authority; or

e) Any stay or injunction order from any Court. Or

f) Pendency of any litigation; or

g) In case of delay or default in payment of dues by the Purchasers under these presents.

iii. Before delivery of possession of the said Flat, the Purchaser/s shall satisfy himself/herself/themselves about the correctness of area of the said Flat and about the quality of construction work and specifications/ amenities provided. Thereafter the Purchaser/s shall not be entitled to make any complaint thereof and all the rights regarding the same shall be deemed to have been waived.

iv. The Purchaser/s after receiving the possession of the said Flat if notices any kind of defect in respect of Fixtures and fittings, FD Doors, Aluminium Windows, etc. in the said Flat, in that case the Purchaser/s shall inform/intimate the Developer herein in writing or through mail within 7 days of the receiving the possession of said Flat and the Developer shall be the responsible to repair such defects at its own cost. If the Purchaser/s fails to inform the Developer within the prescribed time then the Developer shall not be responsible for repairing such defects.

v. After the possession of the Flat/ Building is handed over, if any, work thereafter is required to be carried out by the Government or Municipality or any Statutory Authority, the same shall be carried out by the Purchaser/s in co-operation with the other Purchaser/s of the Flats in the said Building/s at their own costs and the Developer shall not be in any manner liable or responsible for the same.

vi. The Developer shall give possession of the Said Flat to the Purchaser/s / s on or before the date prescribed herein above and on receiving all the dues payable by the Purchaser/s to the Developer, if any. The Purchaser/s hereby agrees and confirms that he/she/them does not have any objection with regard to receiving the possession of the Said Flat at such early date from the developer herein and, as such, hereby admits and undertakes to make payment of full consideration in respect of the Said Flat and all other amounts payable by the Purchaser/s in respect of the Said Flat at such early date, in the event the Developer is able to expedite the development of the Said Flat and handover the possession of the same at such early date. It is clarified that in the event the builder provides the possession of the Said Flat to the Purchaser/s at such early date, then such early date on which the Developer offers the possession of the Said Flat shall be construed as the possession date under this agreement and not otherwise.

vii. However, the Purchaser/s is/are well aware of the fact that with reference to clause 10(i) above regarding possession of the said Flat, if the Purchaser/s delays in acquiring possession for whatsoever reason, he/she/they shall be liable to pay interest/penalty in respect of handling charges amounting to Rs. 7500/- per month for every delayed month.

11. TITLE:

i. The Developer has made full and true disclosure to the Purchaser/s of the title of the said Land as well as the encumbrances, presently known to the Developer. The Developer has also disclosed to the Purchaser/s nature of its right, title and interest to construct building/s and to develop the said land. The Developer has also given inspection of all the relevant documents as required by law. The Purchaser/s having

acquainted himself/ herself/ themselves with all the facts and right of the Developer pertaining to the said Land has entered into this Agreement.

ii. The Developer herein has also requested the Purchaser/s to carry out the search and to investigate the title of the said Land. The Purchaser/s hereinafter has/have investigated the title of the Developer to the said Land and after being completely satisfied has/have entered into the present Agreement. The Purchaser/s henceforth shall not be entitled to challenge or question the title and the right/ authority of the Developer in respect of the said land and to enter into this Agreement.

iii. The Purchaser/s shall be liable to bear and pay from the date of effective Completion of the building/s or the date of handing over possession of his/her/their flat, whichever is earlier, the proportionate share of outgoings in respect of the Local Taxes, Betterment charges or such other levies by the concerned Local Authority and/ or Government, Water Charges, insurance premium, electricity bills for common lights for roads, water pumps, lifts, etc., repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the common areas and amenities, in respect of said land and building/s.

12. TAXES AND OTHER LEVIES

The levies of any tax /duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund /betterment tax/ sales tax / transfer tax / turnover tax / works contract tax / service tax, VAT, penalties etc. by Central Government / State Government / Local authority / Revenue Authority / any other authority / any court / Judicial Authority / Quasi Judicial Authority by way of any Statute / rule / regulation / notification / order / judgment /executive power etc. and put in force or shall be in force prospectively or retrospectively, in respect of the said Flat or the construction for execution of the said Agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Developer then reimbursed) by the Purchaser/s. The Purchaser/s hereby indemnifies the Developer from all such levies, cost and consequences.

The Purchaser/s shall be liable to pay all taxes. The Developer shall not be liable and / or responsible for payment thereof. In the event, however if the Developer is constrained to pay any such amount, the Purchaser/s shall be liable to reimburse the same to the Developer together with penalty (if any) and interest from the date of payment by the Developer. It is agreed that the Developer shall have the right to claim such amount along with other claims of compensation/losses/burden undergone/undertaken by him. It is further agreed that there shall be a charge / lien on the said Flat in favour of the Developer in case of non-payment of amount by the Purchaser/s towards the Service Tax / VAT and / or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction (Agreement).

13. OTHER EXPENSES

i. The Purchaser/s shall pay any additional increased taxes, insurance etc. which are imposed by the concerned Local Authority and / or the Government and / or other Public Authority on account of change of user of the said Flat by the Purchaser/s.

ii. It is agreed and understood between the parties herein that the Purchaser/s shall contribute towards expenses for stamp duty, registration charges, other incidental charges for execution and registration of this Agreement, the Conveyance, Deed of Apartment or any other Agreement. The Developer shall not be liable to bear the aforesaid expenses for the same.

iii. As the Developer will be applying to the concerned authorities for giving water connections for buildings and electricity meters and connections for the said Project, if there is delay in obtaining the water connection and electricity connections from the concerned department then in that case the Developer may provide electrical connections / water supply / power supply / generator supply through any other temporary arrangements because of which if there is any improper / insufficient / irregular supply of water / electricity the Developer shall not be held responsible for the same and the Purchaser/s hereby consent for any temporary arrangement that may be made in the said interim period. The Purchaser/s shall pay for the proportionate charges as demanded, determined and decided by the Developer and service tax (if applicable) thereon. Until receipt of this amount from the Purchaser/s, the Developer shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Purchaser/s for the above from the outgoings / maintenance charges for which the Purchaser/s hereby gives his/her/their consent.

iv. It is agreed and understood between the parties herein that the aforesaid amount, expenses, charges shall be borne and paid by the Purchaser/s in addition to the consideration and other charges enumerated herein. The Purchaser/s agree, assure, undertake, affirm and confirm unto the Developer that he/she/they shall indemnify the Developer against all claim/s, charge/s, expense/s and loss/es incurred by the Developer, in case the Purchaser/s fails, neglects or avoids to make the payments mentioned in this Agreement.

v. That any deduction of an amount made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Developer under this Agreement shall be acknowledged/ credited by the Developer, 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 Flat, if any such Certificate is not produced, the purchaser shall pay equivalent amount as interest free deposit with the Developer, which deposit shall be refunded by the Developer 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 Developer shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

14. MAINTENANCE:

i. The Purchaser/s herein shall pay to the Developer, an amount of Rs.20,000/- in case said flat is a 1 RHK Flat or Rs.25,000/- in case said flat is a 2 RHK Flat in advance towards temporary maintenance charges, prior to grant of possession of the said flat by the Developer to the Purchaser/s. The said advance shall be utilized only for the common maintenance of the building/s, common security, common electricity, maintenance of lift, cleaning and other common areas and amenities for initial period of 12 months from the date of obtaining Completion Certificate or handing over possession of the 1st unit in the project, whichever is earlier. However if the actual amount of expenses incurred towards maintenance charges is more than the amount paid by the Purchaser/s then the Purchaser/s shall be liable to pay the extra amount incurred for the maintenance of the building/s whereas if the amount incurred towards the maintenance charges is less than the amount paid by the Purchaser/s then the Developer shall deposit the balance remaining amount to the Society Maintenance Account.

ii. It is hereby agreed that the Developer shall maintain the scheme only out of the advance received from the unit Purchaser/s.

iii. The Purchaser/s has understood the entire scheme of maintenance in detail. The Purchaser/s admits and agrees to the same, so that the maintenance of the scheme is not hampered in any way due to lack of or non payment by the Purchaser/s.

iv. It is specifically agreed between the parties hereunto that the Developer is not responsible/liable to pay or share in the aforesaid expenses, outgoings, maintenance etc. in respect of the unsold premises, flats, units etc. in the project.

v. Till a separate electric meter or a water meter is installed/allotted by the MSEDCL/P.C.M.C. and any other Local Authority, the Purchaser/s herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water charges and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her Flat failing which the Developer shall not be responsible for supplying electricity and water until the concerned department installs the electricity and water meter.

vi. It is specifically agreed between the parties hereunto that the Developer shall be entitled to use the aforesaid maintenance charges for payment of water tankers, in case of insufficient water supply from the Local Authority. The Developer shall not be responsible to bear such expenses.

vii. It is further agreed between the parties hereunto that the Flat Purchaser/s or the Ultimate Organization shall be responsible for maintaining all the common areas and amenities after the Developer discontinues the maintenance or handover the maintenance to the Ultimate Organization. Thereafter, the amenities provided by the Developer shall be maintained/managed by the Society/Ultimate Organisation under proper guidance by hiring skilled and professional personnel's. The Developer shall not be responsible for any accident, injury or damage to any life or property during maintenance of the common areas and amenities due to improper practices by the Ultimate Organisation.

viii. The maintenance charges collected from the Purchaser/s shall be incurred on expenses/charges which are basically applicable for Gardens, Lobbies, Elevators, Fire Staircase, Entrance/Exit of Building, Parking Areas, installation of Central Services such as power light and things that are necessary for the maintenance, safety and existence of the society.

ix. That the charges mentioned below shall be borne by the Society Maintenance Amount collected from the Purchaser/s:

a) AMC of lifts
b) Wear and Tear charges
c) Electricity charges for common area
d) Service charges
e) Other Misc. Charges
f) Water charges
g) Generator back up running expenses
h) Common area light fittings
i) Lift work maintenance
j) Tile cracking/breaking for the parking floors
k) Security cabin , sliding gates, entrance gates and all light fittings in the society.
l) Concrete road wear and tear due to excessive heat variations
m) Paving blocks settling due to usage beyond prescribed uses
n) All Electronic equipments.
o) Fire Equipments maintenance and Servicing
p) Garden, Gymnasium, Common Hall, Pool etc.
q) Transformer Services
r) Housekeeping Charges
s) Security Charges
t) Common Electrical usage charges
u) Wear & Tear as per orientation of the building where more damage is likely to happen due to climatic conditions
v) Wear and Tear of play equipments
w) Fading of colours due to climate
x) Fading and damage to flooring and equipments due to external weather
y) Gym equipments and common hall equipments provided
z) Solar Water Heater
aa) Storm water drains, Gutter Cleaning, Rain water harvesting, Pit cleaning, Bore well maintenance
bb) Maintenance of water pumps
cc) Improper handling of equipments by the person appointed by the Society.

x. The services for the maintenance of the above mentioned particulars are limited in nature. Any request for any additional services / maintenance would involve extra maintenance charges which will be charged separately to all Purchaser/s and shall be paid by the Purchaser/s separately to the Developer herein as and when demanded.

15. FLOOR SPACE INDEX (F.S.I.):

i. The Developer shall be entitled to load any additional F.S.I. that may be permissible at any time hereafter on the said land and the Purchaser/s give his/her/their irrevocable consent to the same. Similarly the Developer shall be entitled to float the

F.S.I. of the said land in the present project to any other land and vice-versa if so permitted by the concerned Authority/s.

ii. In this Agreement, the word F.S.I. or Floor area Ratio shall have the same meaning as understood by the Planning Authority under its relevant building regulations or bye laws.

iii. The Developer shall be entitled to and have right of pre-emption of first right to use the present unutilized and/or additional built-up area / F.S.I. or by taking and loading T.D.R. (Transferable Development Rights) as and when the same is permitted by way of construction of new building/s or extension of the present building/s.

iv. The Purchaser/s has/have given his/her/their irrevocable consent thereof and the developer shall be entitled to revise the plans, get them sanctioned from concerned Authority, construct the additional units permitted by concerned Authority and the Purchaser/s shall fully co-operate with the developer to enable the developer to make any addition/alteration, or structure/s or construct new structure/s on the said Land/Property in accordance with the plans sanctioned or which may be hereafter sanctioned by the Concerned Authority / Local Body.

v. The Purchaser/s shall have no objection for the new purchaser/s to be admitted as members of the Ultimate Organization. The Ultimate Organization shall get the new transferees admitted as its members without payment of any premium or transfer fees to the Ultimate Organization.

vi. Notwithstanding anything contained in this Agreement the Developer shall be entitled to utilize any balance and/or additional F.S.I. and/or TDR as stated herein above on terraces above the building/s prior to completion of building/s in respect of the said Land.

vii. In case the Land or any portion of the said Land is acquired by any authority before execution of the conveyance, then the Developer alone shall be entitled to take compensation for the same or get F.S.I./T.D.R. in lieu of compensation.

16. SPECIFICATION:

The specifications of the unit and the fixtures, fittings and the amenities to be provided by the Developer to the said Flat are described in the Schedule-**III** written hereunder. The Purchaser/s also agrees not to make any demand to change the existing plans. The Purchaser/s shall not deem any changes in the plan of the unit annexed herewith. The Developer shall not refund any amount for deleting any items of specifications and amenities on request of the Purchaser/s.

17. COMMON AND RESTRICTED AREAS:

i. The nature, extent and description of the common areas and facilities, are more particularly described in the **"Schedule IV"** written hereunder. It is hereby agreed that the areas mentioned in sub-para (A) of the Schedule IV shall be the common areas and facilities. The Developer shall be entitled to declare all other areas as restricted or reserved areas and facilities and/ or alienate and dispose off other areas and facilities in such manner as the Developer thinks fit.

ii. It is distinctly agreed by and between the parties that the common areas and amenities which are to be provided by the Developer shall be utilized by all the Purchaser/s in the entire project and that the Purchaser/s or the ultimate organization of the Flat holders shall have no right to claim any ownership rights or any other rights therein.

18. DEFECT LIABILITY:

i. If within a period of five years from the date of handing over the Flat to the Purchaser/s, the Purchaser/s brings to the notice of the Developer any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, such defects shall be rectified by the Developer at his own cost within reasonable time thereof. Whereas any kind of defective workmanship shall have to be certified by a Registered Government Engineer.

ii. In case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Developer reasonable compensation for such defect or charges in the manner as provided under the RERA Act.

iii. Whereas defect liability for the period of 5 years from the date of receiving possession of the said flat is limited only to Structural Work, Waterproofing work, Brickwork and Plaster work and the same shall be rectified by the Developer at its own cost. However the rectification cost in respect of cracks emerged due to Climatic Changes and variations in temperaturesshall be borne by the Purchaser/s herein. The Purchaser/s shall not ask for any compensation in respect of expenses born by the him/her/them regarding the cracks emerged due to Climatic Change and variations in temperatures.The services provided by the Developer such as lift, pumps, C.P. Fittings, Hardware Fittings, Sliding Windows, French Door, Electrical Fittings, Garbage chutes,water pumps will have the guarantee and warranty as per the terms and conditions of the respective manufacturers/agencies which is/are providing such services to the Developers. Whereas the Granite Stone Frames for toilets doors, dry terrace doors, windows, kitchen Otta etc. provided by the Developers herein may have shade variation and the Developer herein shall not be responsible for the same and as well as for Paint as it may fade in due course of time. Whereas, it is specifically understood by the Purchaser/s that certain facilities such as Water Purifier, LED Lights, Battery Inverter, Video Door Phones, Fans, False Ceiling etc. are provided free of charge by the Developer to the Flat Purchaser/s, wherein any defect with respect to such facilities shall not be rectified by the Developer and hence Developer is not in any way responsible for damage of the same.

iv. Disclosure regarding manufacturer's warranty;

The Developer specifically discloses that, the manufacturers of certain appliances, equipments, standard fittings, machineries including generator set for backup, STP, electric pumps, waste management plants, lifts, Gas line if any, security equipments if any, electronic equipments if any, Solar System if any, Gym equipments if any, Garbage Chute, etc will be as per the warranty provided by the respective manufacturer / Supplier. The only warranty on those items is of the manufacturer's

warranty and the Developer is in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

v. The Developer herein by spending huge amount providing high quality specifications in the Said Flat and for the buildings which are under construction on the Said Land which Developer herein are constructing, hence Purchaser/s / unauthorised persons / any agency shall not disturb the same under any circumstances concealed plumbing, concealed wiring etc. and considering this aspect and have the safety measures Purchaser/ss are advised not to open this instrument or to try any changes with all these amenities otherwise guarantee / warranty may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load, neither Purchaser/s nor occupier of the Said Flat or any person on behalf of them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or any structural changes or in any manner increase the electrical load in the Said Flat because wires will not take additional load and such act will be amount to be breach of condition of this transaction. Similarly after completion of the project and conveyance in the name of society, such society will have absolute authority to expel the member for the Said Flat and dispose of such Flat in market and refund the amount paid by the Purchaser/s to the Developer herein being consideration of the Said Flat. This condition is the essence of contract and Purchaser/s herein undertakes to abide the same.

vi. The word defect herein above stated shall mean only the manufacturing defects caused on account of willful neglect of the Developer themselves and shall not mean defects caused by normal wear and tear, negligent use of the said Flat or the building/s by the Purchaser/s, abnormal fluctuations in the temperatures, abnormal heavy rains, damages from natural calamity etc.

vii. Provided further that the Purchaser/s shall not carry out alterations of whatsoever nature in the said Flat or in the fittings therein, in particular. It is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring / Dado) in the Toilets/ Kitchen as this may result in seepage of the water. If any of such work is carried out without the written consent of the Developer, the defect liability shall become void.

viii. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s, such defect shall have to be certified by a Registered Government Engineer and then shall submit a report to state the defects in materials used, in the structure built of the Flat/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement

19. RIGHT TO ALLOT:

i. The Purchaser/s confirms and declares that he/she/ they shall not raise any dispute regarding the aforesaid allotment. The terrace shall not be enclosed by the said Flat Purchaser/s to whom it is allotted, till the permission in writing is obtained from the concerned Local Authority and the Developer or the Ultimate Organization as the case may be.

ii. The Purchaser/s hereby agrees that he/she/they will be granted an exclusive use of _____ parking space on priority basis (preference as per the booking) by the society and the same shall be included in common areas of the society.

20. ULTIMATE ORGANIZATION:

It is hereby made clear that the Ultimate Organization of all the Purchaser/s/ Unit holders of the present project will be co-operative housing society, under the provisions of the Maharashtra Co-operative Societies Act, 1960.

21. CONVEYANCE:

Unless prevented by the circumstances beyond the control of the Developer, it is agreed that the said land along with the building/s constructed thereon, will be conveyed by the Developer herein within Three months from and after obtaining the full and final completion certificate in respect of the entire project and utilization of entire FSI and TDR/land potential permissible to be utilized on the entire said land as per development control rules of Pune (irrespective of previous sanction or not of FSI).

22. COVENANTS BY THE PURCHASER/S

i. The Flat Purchaser/s himself/herself/themselves with intention to bring all persons into whosoever hands the said Flat may come, doth hereby covenant with the Developer as follows for the said Flat and also for the Building in which the said Flat is situated.

ii. To maintain the said Flat at Flat Purchaser/s own cost in good tenantable repair and condition from the date of Completion Certificate or Possession whichever is earlier and the Purchaser shall not do or cause to be done anything in or to the said Flat or the Building in which the said Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the said Flat and/or the building in which the said Flat is situated and the said Flat itself or any part thereof.

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

iv. To carry out at his own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Developer, provided that for the defect liability period such repairs shall be carried out by the Flat Purchaser/s with the written consent and the supervision of the Developer and shall not do or cause to be done anything contrary to the rules and

regulations and bye-laws of the Concerned Local Authority or other Public Authority. And in the event of the Flat Purchaser/s committing any act in contravention of the above provisions, the Flat Purchaser/s shall be responsible and liable for the consequences thereof to the Concerned Authority and/or other Public Authority.

v. Not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof, or in or to the Building in which said Flat is situated and not to make any alteration in the elevation and outside colour scheme of the building and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, pardis or other structural members in the said Flat without the prior written permission of the Developer and/or the apartment as the case may be. After possession of the said Flat, the Purchaser/s has/have agreed to carry out regular and periodical inspection of the structure, beams, columns, projections, drainage lines, water lines, electrical lines, lift, power back up, pumps etc. and to carry out necessary repairs as and when required.

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

vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Land and the Building/s.

viii. To bear and pay the local taxes, water charges, insurance and such other levies, if any, from the date of handing over possession of said Flat and also pay any additional increased taxes, insurance etc. which are imposed by the concerned Local Authority and/or the Government and/or other Public Authority on account of permitted change of user of the said Flat by the Flat Purchaser/s.

ix. The Flat Purchaser/s until conveyance shall not let, sub-let, give on leave and license basis, transfer, assign or part with Flat 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 Flat Purchaser/s to the Developer under this Agreement are fully paid up and only if the Flat 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 Flat Purchaser/s has intimated in writing to the Developer and obtained written consent thereof.

x. The Flat Purchaser/s shall observe and perform all the rules and regulations which the Apartment 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/s 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 the Government and other public bodies. The Flat Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Apartment regarding the occupation and use of the Flat in the

Building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.

xi. Not to obstruct the development work for any reason and in any way.

xii. In the event of the Developer carrying out any work of additions and/or alterations as per instructions of the Flat Purchaser/s to keep the Developer harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Developer shall not be bound to obtain Completion/Occupation Certificate as per such additions or alterations which work shall be done by the Flat Purchaser/s at his own costs and risk.

xiii. The Purchaser/s shall use the allotted Flat only for agreed/ sanctioned/ permitted purpose and shall not change the use without prior written permission of the Developer/ Assignor or Apartment as the case may be.

xiv. Not to cause any nuisance to other Flat Purchaser/s and Developer in any manner whatever.

xv. The Purchaser/s shall use the said Flat or any part thereof as per permit and the same to be used only for specific purpose as shown in the sanctioned plan.

xvi. The Purchaser/s or Occupier/s of the said Flat shall not use the same as and for Massage Centre, Gambling House, Classes, Service Apartment, Hostel, group accommodation, Lodging Boarding or any illegal or immoral purpose.

xvii. The Purchaser/s shall take required permission from the Local Authority for change of use.

xviii. The Developer may complete part portion or floor of the building and obtain part occupancy certificate/s and give possession of the Flat/s to the Purchaser/s hereof and the Purchaser/s shall not be entitled to raise any objection thereto. Upon the Flat Purchaser/s taking possession of the Said Flat/s (including the Purchaser/s taking possession of the Said Flat) in such partly completed or portion or floor, the Developer or their agents or contractors shall carry on the remaining work with the Purchaser/s occupying his/her/their/its Flat. The Purchaser/s shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them/it.

23. OTHER CONDITIONS:

i. The Purchaser/s is/are well aware of the building plan sanctions received by the Developers herein as well as proposed sanctions which is to be received in future against balance FSI/TDR to be purchased/paid FSI or Future Premium/Extra FSI received from Local Authorities. Whereas the Purchaser/s is/are also aware of the Specifications & Amenities to be provided by the Developer in said Project and the same shall be as per the details attached and the Specifications hereunder mentioned in Schedule III. That the developer is only liable to provide the amenities which are mentioned in this Agreement. The sales representatives of the Developers have not given any verbal commitments to the Purchaser/s herein. The Purchaser/s

confirms that he/she/they will not demand any changes of whatsoever nature in the said Flat/Unit which the Purchaser/s intends to book. The Purchaser/s herein is/are aware that the brochure provided by the Developers is a replica of the proposed project and whereas the actual project will be as natural as it should be. The Purchaser/s herein has/have been clearly communicated about the installments of payment to be done as per the Schedule mention hereunder written.

ii. The Purchaser/s is/are also aware that the Amenities provided in the said project will be constructed simultaneously with A-wing however said Amenities shall be included in Common Areas and Amenities for the entire project(i.e. for existing building plan sanctioned and or proposed building plan sanctions)

iii. That the Purchaser/s shall be liable to pay Stamp Duty and Registration Fees to the State Revenue Department. The Developer shall provide guidance in paying the said Stamp Duty and Registration Fees. However in case, the Purchaser is not satisfied and wants to cancel the booking/Agreement then the Purchaser/s herein shall be liable to receive only the amount paid by him/her/them out of the Consideration Amount/Agreement Value. Whereas the Purchaser/s shall be liable to approach to the concerned Authorities for refund of Stamp duty & Registration paid by him/her/them and the Developers herein shall not be in any way responsible for the same.

iv. The Purchaser/s is/are aware that the Developer will be applying for Water connection on behalf of the Society to the Municipal Corporation after receiving Completion Certificate (as per rules of Pimpri Chinchwad Municipal Corporation). However, the authority to sanction the application for waterline lies with Pimpri Chinchwad Municipal Corporation as per its terms and conditions and whereas the supply of water by concerned Authorities shall be supplied as per daily schedule of Pimpri Chinchwad Municipal Corporation and therefore The Developer shall not be held responsible for the supply of water or low pressure of water.

v. The Developer herein assures that he will drill 2-3 bore wells in the Society Premises for utility usage. However, the Developer shall not be held responsible if the water table goes down due to natural conditions. The Purchaser/s is/are aware that if shortage of water occurs, the Society is responsible for arranging water tankers and the expenditure for the same shall be incurred by the Society.

vi. The Developer assures that he would do all the necessary documentation on behalf of the Society for acquiring Electricity Connection which shall be provided by MSEDCL. The Developer herein assures that he would obtain the sanction regarding the same before possession. However, the Purchaser/s shall not have any objection if it gets delayed by whatsoever reason (i.e technical reason, shortage of Electric meters with MSEDCL etc.). If such situation occurs, the Purchaser/s herein is/are aware that he/she/they are required to obtain temporary connection from the meter of the Developer by installing sub-meter. It is hereby understood that the electricity charges for the same shall be borne by the Purchaser/s.

vii. The Developer herein is aware that he is required to provide Drainage line to the Society which shall be connected to drainage line of PimpriChinchwad Municipal Corporation, and the same shall fall under the terms and conditions of Pimpri

Chinchwad Municipal Corporation. However, if the PCMC drainage line is delayed due to any reason, in such case the Developer shall build a temporary Septic Tank for the society at its own cost.

viii. The Purchaser/s is/are aware that they may be required to execute and register a Supplementary Deed in case there are any variations or inclusion of new or additional rules as per RERA.

ix. It is specifically understood that the brochure/s published by developer from time to time in respect of the scheme is just an advertisement material and contain various features such as furniture layout in a flat, vegetation and plantation shown around the building, scheme, vehicles etc. to increase the aesthetic value only and are not facts. These specification/ amenities are not agreed to be developed or provided.

x. The Purchaser/s is/are aware that the perspectives/elevation plans shown on the plans and/or in brochures are tentative and are likely to undergo change in course of construction. The Purchaser/s shall have no objection/ complaints whatsoever on the account.

xi. The Purchaser/s is/are hereby prohibited from raising any objection in the matter of allotment or sale accommodation / flat / garage / car parking etc., on the ground of religion / caste / creed or nuisance / annoyance / inconvenience for any profession / trade / business etc. that has been or will be permitted by Law or by Local Authority in the concerned locality.

xii. In the event, the Ultimate Organization is handed over the administration of the property before the sale and disposal of all the accommodation / tenements in the building/s all the powers, authorities and right of the accommodation to Purchaser/s herein shall be always subject to the Developer's over all right to dispose of unsold flats and all other rights thereon, it is specifically agreed between the parties hereto that for the unsold flats / tenements / units the Developer herein shall and will not be liable or required to contribute towards the common expenses or maintenance charge or any amount under any head towards the share in the common expenses in respect of the unsold tenements nor will be Developer or the new incoming Purchaser/s be liable and required to pay any transfer charges, premium, etc.

xiii. The Purchaser/s authorizes and empower the Developer to make representation by executing such documents and forms as may be necessary, for procuring electricity connection, water connection and meter for the said Flat in the name of Purchaser/s, Municipal Assessment of the said Flat in the name of Purchaser/s. The Purchaser/s undertakes to bear all the expenses at actuals for the same, as levied by the Competent Local Authority for entire financial year, even if the possession of the said Flat is taken later.

xiv. The Purchaser/s understands that the work of the development and construction on the said Land by the Developer may continue even after grant of possession of the said Flat to the Purchaser/s. The Purchaser/s shall not make any claims of any nature, relating to or on account of nuisance, annoyance, damages or compensation in this respect.

xv. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said Flat or of Building/s or a part thereof. The Purchaser/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her/them and all common, area and facilities as described in Schedule-IV herein below will remain the property of the Developer until the conveyance.

xvi. Any delay tolerated or indulgence shown or commission on the part of the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Developer of any breach or non-compliance nor shall the same in any manner prejudice the rights of the Developer.

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

xviii. The Purchaser/s herein represents, assures and declares that neither the Purchaser/s nor the members of the family are debarred or disentitled to acquire the said Flat under any statute, notification, and rule for the time being in force.

xix. The Purchaser/s herein is/are aware of the fact that the Developer herein has entered or will enter into similar or separate agreement/s with several other person/s and party/s. The Purchaser/s has/have/given his/her/their irrevocable consent for the same.

xx. The Purchaser/s has/have read and understood all the terms and conditions of indemnity bonds/undertakings, etc. given by the Developer to the Collector/Corporation or any other authority and terms and conditions mentioned in Commencement Certificate, NA order and Completion Certificate (if any) and Purchaser/s agrees that this agreement is subject to the said terms and are also binding on him/her/them.

xxi. The Developer herein may be constructing the building/s on the said Land in phases and Purchaser/s herein undertakes not to raise any objection on any ground whatsoever & shall not obstruct the construction in any manner.

xxii. The Developer 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.

xxiii. The Developer shall be entitled to allot by way of lease or license a portion of the said Land to any Government / Semi Government / Local authority / MSEDCL or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V. etc. The Purchaser/s shall not be entitled to raise any objection or grievance about the same.

xxiv. The Purchaser/s is/are fully aware that, if applicable as per MHADA, the Developer may have to construct some units in the project for MHADA and the Occupants/Purchaser/s of the MHADA units shall be member of the Society formed

by the Developer for the entire project. Also the Occupants/Purchaser/s of the MHADA units shall be entitled to use and enjoy all the common areas and amenities provided by the Developer. The Occupants/Purchaser/s of the MHADA units shall be liable to bear necessary maintenance charges along with the other Flat/Unit Purchaser/s.

xxv. The Purchaser/s herein admits and agrees to always admit that, after delivery of possession of the Said Flat by the Developer to the Purchaser/s herein, it will always be presumed that, the Developer had discharged and performed all his obligations except formation of proposed society and conveyance as stated hereto before in favour of such society in which the Purchaser/s herein will be member in respect of the Said Flat, under the said agreement and as well as under The Maharashtra Ownership Flats (regulation of the promotion, of the construction, sale, management and transfer) Act, 1963 and rules made thereunder and The Real Estate (Regulation & Development) Act, 2016 and rules made thereunder. The Purchaser/s herein does not have any claim or grievance of whatsoever nature against the Builder.

xxvi. That the Developer herein has allotted some open/covered parking to the customers, who have registered the Agreement to Sale before 1st May 2017(i.e. before enforcement of RERA) in respect of flats in the said Project and the Purchaser/s is/are well aware about the aforesaid allotment of parking and he/she/they have no objection for the same.

24. The Purchaser/s hereby irrevocably authorizes and empowers the Developer to represent him before the concern authorities in all matters regarding the property Tax, Assessment and Re-assessment and the decisions taken by the Developer in this regard shall be binding on the Purchaser/s. The Developer shall represent the Purchaser/s to do all the necessary things in all the departments of the Pimpri Chinchwad Municipal Corporation, Collector, Government, Semi-Government MSEDCL etc. and the same shall stand ratified and confirmed by the Purchaser/s personal representation in the form of signature, the Purchaser/s shall sign the same and shall not withhold the same for any reason whatsoever.

25. RESTRICTION ON PURCHASER/S:

The Developer has informed the Purchaser/s and the Purchaser/s is aware that the Purchaser/s of the said Flat shall be subject to all the following conditions:

i. Construction of a loft and other civil changes done internally shall be at the risk and cost of the Purchaser/s who shall not damage the basic R.C.C. structure.

ii. The Construction of chimneys, hanging telephone and telex wires, electric connection, fax, teleprinter, computer, devices which requires external wiring cables, lines, dish antennas will not be permitted except in the form prescribed by the Developer and his/her Architect in writing.

iii. The car parking area (if allotted) shall not be covered / enclosed under any circumstances.

iv. The Purchaser/s shall not join two adjacent flats and shall not demolish or cause to be demolished and is denied at any time to make any addition or alteration of whatsoever nature in or to the structure or construction of the said Flat.

26. TERMINATION OF AGREEMENT:

i. If the Purchaser/s herein violates any terms and conditions of this Agreement for whatsoever reason including non-payment of agreed consideration within stipulated period as mentioned hereinabove then, the Developer shall have absolute right and authority to terminate this Agreement, after deducting an amount of Rs.51,000/- towards penalty/compensation, by giving prior notice in writing of its intention to terminate this Agreement, by stating specific default, breach or breaches of the terms and conditions being grounds behind intention of termination of the Agreement and the Purchaser/s herein within reasonable time may get the default rectified and which period will not be more than 15 days from the receipt of such notice. After giving notice in writing, if the Purchaser/s herein fail to rectify the default / breach of terms and conditions within aforesaid stipulated period, then this transaction shall stand cancelled and right, title, interest of the Purchaser/s under this Agreement towards the said Flat shall also stand cancelled and the Purchaser/s shall have only right to receive the refund of the amount paid out of consideration to the Developer without any interest or compensation after deducting the aforesaid amount.

ii. For whatsoever reason if the Purchaser/s herein desire to terminate this Agreement /transaction in respect of the said Flat then, the Purchaser/s herein shall issue 15 days prior notice to the Developer as to the intention of the Purchaser/s and on such receipt of notice the Developer herein shall be entitled to deal with the said Flat with prospective buyers.

iii. It is specifically agreed between the parties hereto that, if the transaction in respect of the said Flat between the Developer and Purchaser/s herein is terminated as stated hereinabove, then all the instruments under whatsoever head executed between the parties hereto or between the Developer and Purchaser/s herein shall stand automatically cancelled.

iv. On termination of transaction in respect of the said Flat as aforesaid the Purchaser/s herein shall be entitled to receive the consideration amount paid by him/her to the Developer after re-dispose of the said Flat by the Developer as under :

a. If the Developer is able to dispose off the said Flat for the same consideration or higher consideration as compared to the consideration agreed between Developer and Purchaser/s herein then, the Purchaser/s is/are entitled to receive and Developer is bound to pay the entire part consideration paid by the Purchaser/s to the Developer in pursuance of this Agreement without any interest.

b. If the Developer able to dispose of the said Flat for a lesser consideration then the consideration agreed between Developer and Purchaser/s herein then, the Developer shall be entitled to deduct such differential amount of consideration from the amount paid by the Purchaser/s to the Developer towards the consideration of the said Flat and shall refund balance amount without any

interest and accordingly the Purchaser/s herein shall be entitled to receive the same.

v. The Purchaser/s is/are not entitled to receive refund of amount paid by the Purchaser/s to the Developer towards Service Tax, VAT or any other Taxes, Cesses, Stamp Duty, Registration Fee, etc.

vi. If the Purchaser/s has/have availed housing loan against the said Flat from any Bank / financial institute, etc. then the Purchaser/s is/are not entitled to receive the aforesaid refund till producing No-Dues Certificate and/or Release Deed executed by such Bank / financial institute for releasing the encumbrance of loan and interest thereon on said Flat.

vii. Without prejudice to the aforesaid conditions, it is further agreed between the parties hereto that on termination of this Agreement and transaction between the parties hereto as aforesaid, the Purchaser/s shall only have the right to claim the refund of the amount as stated above on execution of Cancellation Deed and in such an event all other rights under this Agreement of the Purchaser/s herein stands automatically extinguished.

viii. This Agreement being registered Agreement under the provision of Registration Act 1908, in light of the aforesaid cancellation or termination, the Purchaser has to execute proper Cancellation Deed and admit the execution thereon personally but if the Purchaser on termination as aforesaid, within one month fail to execute the Cancellation Deed and admit the execution personally then for the purpose to execute such Cancellation Deed and admit the execution, the Purchaser/s herein by executing these present, irrevocably nominate, constitute and appoint the Developer herein for such Cancellation Deed or any other document as may required to cancel this transaction in law on termination of this Agreement as aforesaid and who is entitled to do the same on refund of amount by cheque/demand draft as aforesaid by post. By executing these presents the Purchaser for himself / herself / themselves and his heirs, executors and administrators ratify and confirm and agree to ratify and confirm aforesaid act of the Constituted Attorney by virtue of the present clause.

27. 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 Laws of India for the time being in force and the Pune Courts shall have the Jurisdiction to try and entertain the dispute arising out of this Agreement.

28. INVESTOR'S CLAUSE:

The Parties hereto confirm that the Purchaser/s has/have agreed to Purchase the said Flat as an Investor and hence the Purchaser/s reserve his/her/their right to claim stamp duty set of/adjustment of the amount already paid of these presents in the event the Purchaser/s resells the said Flat to a subsequent Purchaser/s. That as per the amended provisions of the Bombay Stamp Act 1958, the Investor Flat Purchaser is entitled to the Stamp Duty benefit.

29. NAME OF THE PROJECT:

The name of the Project shall be **"DIVINE"** and this name shall not be changed without the written consent of the Developer.

30. PROJECT FINANCE:

i. The Purchaser/s hereby consent/s and authorize/s the Developer for raising any finance by way mortgage or the said Land or scheme or any portion thereof, as and when so deemed necessary by the Developer. At any stage during the implementation of the scheme the Developer shall be at liberty to sell, assign or transfer or otherwise deal with its right, title and interest in the said land and building/s to be constructed thereon provide that the same does not adversely affect or prejudice the rights granted in favour of the Purchaser/s in respect of the said flat agreed to be purchased by him/her/them in terms of this Agreement.

ii. The Purchaser/s may obtain finance from any Bank/Financial institution or any other source for purchase of the Flat, but the Purchaser/s obligation to purchase the Flat pursuant to this Agreement shall not be contingent on the Purchaser/s ability or competency to obtain such finance and the Purchaser/s will remain bound by the terms of this Agreement. The Purchaser/s hereby agrees that in case he has availed any loan facility for the purchase of Flat, then upon execution and registration of Conveyance Deed in respect of the Flat, the original Conveyance Deed shall be received by the Developer on behalf of the Purchaser/s from the Registration Office directly and shall be deposited with the concerned lending institution to create equitable mortgage on the Flat in accordance with the terms of grant of the loan.

31. SERVICE OF NOTICE:

All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Courier, Registered Post, Under Certificate of Posting or Ordinary Post at his/her/their address/s specified in the Title of this Agreement or at the address intimated in writing by the Purchaser/s by registered post after execution of this Agreement.

32. REGISTRATION:

The Purchaser/s shall present this Agreement as well as any other deed, documents etc, which are to be executed by the parties hereto in pursuance of these presents, at the proper Registration Office for registration within four months from the date of execution of this Agreement and on intimation thereof by Purchaser/s to the Developer shall not be responsible if the Purchaser/s fails to register the Agreement as mentioned above.

33. It is specifically agreed by and between the parties hereto that in the event of any part of the present agreement or clause/s or part of the clause or clauses being found to be void or being discovered to be void or becoming void on account of any law, rules, regulations, etc., then in that case the entire agreement shall not be treated as void-ab-initio but in such case part of the present agreement or clause or clauses or part of the clause or clauses shall unless not possible be severed from rest of the present agreement or clause or of the present agreement or clause or clauses or part of the clause or clauses as if it never existed in this agreement.

33. STAMP DUTY AND REGISTRATION CHARGES:

The consideration of the said Flat as agreed between the Developer and the Purchaser/s herein and also as per the prevailing market rate in the subject locality, which is the true and fair market value of the said Flat. The Stamp Duty for this transaction is payable as per the Bombay Stamp Act, 1958 Schedule – I, Article 25. The parties hereto shall be entitled to get the aforesaid Stamp Duty adjusted, leviable on the conveyance, which is to be executed by the Developer herein in the name of the Society in which the Flat Purchaser/s will be the member in respect of the said Flat/Accommodation. If additional Stamp Duty is required to be paid at the time of conveyance the same shall be paid by the Flat Purchaser/s.

The Purchaser/s hereby declares that he/she/they has/have read and fully understood and agreed to the contents of this Agreement and thereafter the same has been executed by the Purchaser/s.

SCHEDULE I
DESCRIPTION OF THE SAID LAND

All that piece and parcel of land at Private Lay out Plot No. 6 admeasuring about 3575 sq. mtr. out of Gat No. 129 total admeasuring about 03 H 90 R at Village Borhadewadi, Taluka Haveli, District Pune, within the limits of Pimpri Chinchwad Municipal Corporationand which land is bounded as follows:
On towards East : by part of Private Plot No. 5 and 8.
On towards South : by Gat No. 127.
On towards West : by part of Private Plot No. 4
On towards North : by part of Private Plot No. 5.

SCHEDULE II
DESCRIPTION OF THE SAID FLAT

Name of the Project	:	**DIVINE**
Wing	:	
Floor	:	
Residential Flat No.	:	
Carpet Area of Flat(as per RERA)	:	**__Sq. Ft. i.e. __ Sq. Mtrs.**
Area of attached Terrace/s	:	**____ Sq. Ft. i.e. ____Sq. Mtrs.**
Type	:	**__RHK**

SCHEDULE - III
SPECIFICATIONS

Structure	Earthquake Resistant RCC Frame of Superior quality
Plaster	POP finished walls in living room & smooth neeru finished walls

	in entire flat
	Sand faced cement plaster for external walls
Ceilings	Designer POP in living room with spot lights
	POP finished ceiling with designer cornis in bed rooms
Doors	Both side laminated wooden doors with wooden frame &Superior quality brass fittings
Windows	Powder coated aluminium sliding windows with safety grills & granite frames
Tiling	Branded Vitrified tiles for entire flat & antiskid tiles for terrace
	Both bathrooms with branded ceramic tiles upto 7' height
	Branded tiles upto window top in kitchen
	Superior quality granite otta with SS Sink
Sanitary Ware	Hindware
C. P. Fittings	Jaguar
Electrification	Sufficient Concealed electrical points with superior quality copper wiring
	TV & Telephone point in living & master bed
	AC point in living room & both bedrooms
Painting	Internal plastic emulsion in entire flat & superior quality synthetic based paint for exteriors of building

SCHEDULE - IV

A] COMMON AREAS & AMENITIES

1. Attractive entrance gate with security cabin
2. Video door phones in each flat
3. Generator backup for all common areas
4. Fire fighting systems
5. Security camera with intercom on entrance gate
6. Intercom in each flat
7. Automatic Elevator
8. Inverter in each flat
9. Water purifier in each flat
10. Solar water system
11. Landscape garden with playing equipments
12. Gas pipeline
13. Parking Spaces

B] RESTRICTEDCOMMON AREAS & AMENITIES

1. Partition walls between two units shall be limited common property of the said two units.
2. The Ground floor units shall be entitled to exclusive use of open spaces and land adjoining to them respectively as and if allotted or that will be allotted by the Developer at its discretion and as shown in the plan hereto annexed.
3. Terraces adjacent to the terrace Flats and above the Building shall exclusively belong to such respective flat if so specifically allotted by the Developer.
4. Other exclusive and limited common areas and facilities as mentioned in body if this Agreement.
5. Passages and toilets/W.C.'s which are not the part of the specified units may be exclusively allotted to those units who have access through such passages or adjacent to such toilet/W.C.'s for their exclusive or limited common use only as per the discretion and option of Developer.
6. Parking spaces

7. Side margin
8. Top terrace

IN WITNESS WHEREOF the parties hereto have put their respective hands to this Deed on the day and date first mentioned hereinabove.

SIGNED AND DELIVERED
BY THE WITHIN NAMED AS DEVELOPER

M/S. MILLENNIUM DEVELOPERS
Through its Partner

MR. RAJKUMAR SRICHAND KUKREJA

PHOTO

Signature _____

Left Thumb

Impression _____

SIGNED AND DELIVERED BY THE
WITHIN NAMED ASPURCHASER/S

1. MR._____

PHOTO

Signature _____

Left Thumb

Impression _____

2. MR. _____

PHOTO

Signature _____

Left Thumb

Impression _____

SIGNED AND DELIVERED
BY THE WITHIN NAMED CONSENTING PARTY
1. DEEPAK JIVANDAS PANJABI

PHOTO

Signature _____

Left Thumb

Impression _____

2. MR. AKSHAY DEEPAK PANJABI

PHOTO

Signature _____

Left Thumb

Impression _____

In presence of:-

1) Signature :
Name :
Address :

2) Signature :
Name :
Address :

LETTER OF ALLOTMENT

Date: -

To,

_____(Applicant's name)

_____

Sub: Allotment of residential unit no. ____, ____ Wing, in the project _____ situated at Village _____, Taluka _____, District Pune.

We thank you for your Application dated _____ bearing No. _____ addressed to Millennium Developers and for the payments required for the purpose of allotment of your chosen residence. It is indeed our pleasure to inform you that the Unit booked by you via the aforementioned Application Form and provisionally allotted to you is now being finalized subject to the terms and conditions as stated in the Application Form and hereunder.

The details of the Applicant and the Unit allotted thereto are as under:

Name of Allottee (s): _____

JOINT APPLICANT'S FULL NAME: _____

Address of Allottee(s) _____

_____

Email ID of the Allottee(s): _____

Unit No.: _____

Name of Building: DIVINE

Floor No.: _____

Type of Unit: _____

Carpet Area: _____ Sq. Ft. i.e._____ sq. meters

Enclosed Balcony Area: _____

Terrace Area: _____

Consideration Value: Rs. _____

Terms and Conditions:

1. Upon issuance of this Letter of Allotment, the Allottee shall be liable to pay the aforesaid Consideration Value and the Society and Other Charges as specified in Annexure "B" hereto together with the applicable government taxes and levies as per the Schedule of Payments specified in Annexure "A" hereunder, time being of the essence.

2. The Allottee shall, in relation to the Unit, make all payments to the Developer from his own bank account only and not from and through the bank accounts of any third parties. The Allottee alone shall be responsible and liable in relation to the payments made by any third parties. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Unit shall be issued in favour of the Allottee only.

3. The Allottee agrees and undertakes to be bound by and perform all the obligations and the terms and conditions contained in the Application Form and this Letter of Allotment, including timely payment of amounts stated hereunder.

4. In the event the Allottee fails or neglects to comply with any of his obligations under the Application Form / Letter of Allotment, including (but not limited to) making payment of all due amounts as per Schedule of Payments stated in Annexure "A" hereto (and interest thereon, if any) or seeks to withdraw or cancel the Letter of Allotment /Agreement to Sell in respect of the Unit, the Allottee shall be deemed to be in default. In the event of such default, the Developer shall issue notice to the Allottee of such default and the Allottee shall be provided with a further period of 15 days from the date of such notice to cure the said default. In the event the Allottee fails to cure such default within 15 days from the date of notice of such default (or such default is not capable of being cured), the Developer shall have the option to cancel the allotment of the Unit, by sending a termination letter by Speed Post. On such termination, the following shall apply:

a) The allotment/booking/Agreement to Sell for the Unit(s) shall stand immediately terminated and the Allottee shall have no right whatsoever with respect to the Unit(s), save and except the right to receive Refund Amount as per (b) below.

b) All amounts paid to the Developer by the Allottee towards Consideration Value or part thereof (excluding interest and taxes thereon) after deducting therefrom the Liquidated Damages amounting to 10% of the Total Consideration ("Refund Amount") shall be refunded. The payment of the Refund Amount shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes. For sake of clarity, the interest and/or taxes paid on the Consideration Value shall not be refunded upon such cancellation/termination. In the event, the amounts paid by the Allottee towards Consideration Value is less than the Liquidated Damages, the Allottee shall be liable and agrees to pay to the Developer the deficit amount of Liquidated Damages.

5. All overdue payments shall attract interest at 2% + prevailing SBI MCLR rate, from the dates they fall due till realization. It is clarified that payment of such interest shall be

without prejudice to the other rights and remedies available to the Developer, including the right to cancel/terminate the allotment and/or claim losses/damages incurred or suffered in that regard.

6. The Total price is escalation-free, save and except escalations 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.

7. The Developer shall endeavor to make available the Unit for Possession (for fit outs) of Flat in 'A' Wing on or before December 2018, to the Purchaser/s of Flat in 'B' Wing on or before June 2019 and to the Purchaser/s of Flat in 'C' Wing on or before January 2020 subject to the Allottee not being in breach of any of the terms of the Application Form/Letter of Allotment/ Agreement to Sell. In the event of any force majeure situations (including but not limited to inordinate delay in issuance of NOCs/ connections/ approvals/ licenses from the competent local authorities and/or judicial or regulatory orders), the date of such possession for fit outs shall stand extended accordingly.

8. The unit(s) cannot be let, sublet, re-sold or transferred to any third party by the Allottee till all amounts in relation to the Unit have been received by the Developer and the Allottee has taken possession of the Unit.

9. The Allottee agrees not to do or omit to do any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project/Building or the Developer or its associates or its representatives. In the event, the Allottee does or omits to do any such act, deed or thing then it shall constitute an event of default and the Developer shall be entitled to proceed as per the provisions of this Allotment Letter.

10. The Allottee hereby agrees that the Developer shall be entitled to recover / set off / adjust from the amounts if any, payable by the Allottee to the Developer including the Consideration Value, the Society and Other Charges, interest and /or Liquidated Damages. The Allottee agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Allottee, in that regard, shall be deemed to have been waived.

11. This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of India. Any dispute shall be settled by a sole arbitrator appointed by the Developer and the arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Our Customer Relationship Management team can be contacted for any queries or assistance on the following coordinates:

Email: admin@millenniumdv.com

I would like to take this opportunity to thank you for the trust that you have reposed in us, and assure you of your best services at all times.

Warm Regards,

For Millennium Developers

(Authorized Signatory)

ANNEXURE A

Milestone Payment

PAYMENT SCHEDULE	
Upto Plinth	20%
After Completion of 1st Slab	10%
After Completion of 2nd Slab	10%

After Completion of 3rd Slab	05%
After Completion of 4th Slab	05%
After Completion of 6th Slab	05%
After Completion of 8th Slab	05%
After Completion of 10th Slab	05%
After Completion of Terrace Slab	05%
After Completion of Brickwork and Internal Plaster Of respective Unit	10%
After Completion of External Plaster & Tiling of the Respective Unit	10%
After Installation of Lifts, Pumps etc.	05%
Before Possession or Unit ready to move in	05%
Total	100%

Note: Service Tax, MVAT and any other government levies shall be extra as applicable.

Notes:

• This Schedule is a list of payment/construction slabs. Construction activities may be carried out in tandem with earlier slabs than stated and hence, the demand too may be generated earlier than above.

• Registration of Agreement to sell (Stamp Duty, MVAT, Service Tax & Registration charges apply) to be completed immediately after payment of Booking Amount and before the next installment as per the Schedule of Payments is due. The Developer reserves its right not to accept any payment over the Booking Amount till such time that the Agreement to Sell is registered and any delay in payment on this account shall be deemed to be delay on account of the Purchaser.

• All applicable Government Taxes and Levies including Service Tax, MVAT shall be payable as and when demanded by the Developer.

• The Consideration Value paid by the Allottee to the Developer shall be appropriated firstly towards any cheque bounce charges or any other administrative expenses, then interest and costs and expenses and lastly towards outstanding dues in respect of the Unit.

• In the event the Allottee approaches a bank/financial institution for availing a loan, any delay by such bank/financial institution in making the payment as per Annexure "A" above shall attract interest at 2% + prevailing SBI MCLR rate from the date they fall due till realization of payment and shall constitute an event of default. In such event, the Refund Amount, if any, shall be paid by the Developer to the bank/financial institution of the Allottee.

ANNEXURE B

SOCIETY AND OTHER CHARGES

Maintenance charges Rs._____/-

Legal Charges Rs. _____/-

Service Tax, MVAT and any other government levies shall be extra as applicable.