



||SHRI GANESHA||

AGREEMENT TO SALE

**THIS AGREEMENT TO SALE IS MADE & EXECUTED AT PUNE ON -- TH
DAY OF OCTOBER IN THE YEAR 2026.**

BETWEEN

M/S. KALPDEEP PROMOTERS AND BUILDERS

A Registered Partnership firm registered

As per the provisions of Indian Partnership Act, 1932

PAN: AAZFK0110G

Having Its Office at:

Flat No A-204 PrathamYash Vrindawan,
2nd floor, Alandi Pune road, Chovisawadi,
Charholi BK, Tal:Haveli, Pune 412105.

Through its partners,

1) MR. Pradeep Suresh Tapkir

Age: 47 Years, Occupation- Business

R/at: Dyandeep Bungalow Tanish Orchid society
Chovisawadi, Tal:Haveli, Pune 412105.

2) MR. Kailas Vinayak Tonde

Age: 33 Years, Occupation- Business

R/at: - Laxminarayan Colony no. 09, behand Sai Mandir,
Wadamukhwadi, Charholi Bk, Tal - Haveli, Pune 412105.

Hereinafter referred to as the '**OWNER/PROMOTER/DEVELOPER**', which term, unless repugnant to the context or meaning thereof, shall include the Partnership firm named **M/S.KALPDEEP PROMOTERS AND BUILDERS**, its current partners, and any individuals subsequently admitted as partners of the aforementioned firm. Upon the reconstitution or dissolution of the said firm, the rights and obligations under this Agreement shall be assigned to the partners or their assigns, but shall not extend to individuals who cease to be partners of the firm, nor to their heirs, executors, administrators, or assignees.

..... PARTY OF THE FIRST PART

AND

1. MR. PAWAN NIVARTI BIRADAR

AGE: 36 YEARS, OCCUPATION- SERVICE

PAN: CDBPB2623J

2. MRS. RESHMA

AGE: 27 YEARS, OCCUPATION- SERVICE

PAN: EUEPR7183D

**R/at: FLAT NO.8, PANTNAGAR COLONY NO. 1, SAI KRUPA,
CHIKHALI, PO: RUPEENAGAR, DIST: PUNE-411062.**

Hereinafter referred to as the "**APARTMENT/UNIT PURCHASER(S)**," which term, unless inconsistent with the context, shall include both singular and plural forms and encompass their respective heirs, successors, executors, administrators, and assigns.

.....PARTY OF THE SECOND PART

WHEREAS the properties (said building/s has/have been constructed and in which the subject matter of this Agreement I.e. **Apartment/Unit** has been situated,) i.e. **(Property A) land admeasuring area 00 H. 45 R + Pot Kharaba admeasuring 02 R total area admeasuring 00 H 47 R as per the owner's 7/12 land admeasuring total area 00 H. 18 R i.e.1800 Sq. Mtrs.** situated at bearing **Survey No. 495 Hissa No.6** (Old Survey No.940 Hissa No.6), of the Village Charholi Budruk, Taluka Haveli, District Pune; lying and situate within the Registration District of Pune, the Registration Sub-District of Taluka Haveli, the Revenue limits of the Tahsil Haveli and situate within the limits of the Pimpri Chinchwad Municipal Corporation. and within the Jurisdiction of Sub-Registrar, Haveli No. 1 to 27, Pune.

WHEREAS, the described property, consisting of **all that piece and parcel of Survey No. 495** (Old Survey No. **940/6**), **Hissa No. 6**, with an admeasured area of **00 H 18 R**, assessed at **Rs. 2.50 Paise**, situated in **Village Charholi Budruk, Taluka Haveli, District Pune**, was originally owned and possessed by **Mr. Ankush Dyaneshwar Kalje, Shrimati Gangubai Dyaneshwar Kalje, Mr. Sahil Ankush Kalje, Miss Sakshi Ankush Kalje, Mrs. Ujwala Ankush Kalje, Mrs. Sarika Maruti**

Bharne, Mrs. Surekha Bhaskar Marne, and Mr. Ganesh Vasant Mhaske, whose names have been duly recorded in the **7/12 extract** via **Mutation Entry No. 15170 and 15142**.

Subsequently, **M/s. Kalpdeep Promoters and Builders** acquired the aforementioned property from **Mr. Ankush Dyaneshwar Kalje and others** through a **Sale Deed and Power of Attorney**, executed and duly registered on **08/09/2023**, with **Serial No. 19380/2023** and **Serial No. 19383/2023**, respectively, at the **Office of Sub-Registrar 05, Pune**.

Thereafter, **M/s. Kalpdeep Promoters and Builders**, a **Registered Partnership Firm**, represented by its partners, **Mr. Pradeep Suresh Tapkir and Mr. Kailas Vinayak Tonde**, became the **owner and possessor** of **Survey No. 495, Hissa No. 6** (Old Survey No. **940/6**), with an admeasured area of **00 H 18 R**, assessed at **Rs. 2.50 Paise**, situated in **Village Charholi Budruk, Taluka Haveli, District Pune**.

Furthermore, the name of **M/s. Kalpdeep Promoters and Builders** has been duly recorded in the **7/12 Extract** via **Mutation Entry No. 24829**, dated **09/09/2023**, as the rightful **owner and occupier** of the said property.

AND WHEREAS, it is evident from the records that **M/s. Kalpdeep Promoters and Builders**, a **Registered Partnership Firm** represented by its partners, **Mr. Pradeep Suresh Tapkir and Mr. Kailas Vinayak Tonde**, is prepared and willing to undertake the development of the aforementioned property. The **Promoters/Developers** are duly authorized to carry out **construction activities** on the property and are further empowered to sell **flats, shops, offices, and units** to potential purchasers under the proposed ownership scheme, with the **exclusion of areas designated for the landowners** as compensation for development rights.

AND WHEREAS, based on the aforementioned documents, including **Sale Deeds and Irrevocable Powers of Attorney**, the **Promoters/Developers/Owners**, namely **M/s. Kalpdeep Promoters and Builders**, a **Registered Partnership Firm** represented by its partners, **Mr. Pradeep Suresh Tapkir and Mr. Kailas Vinayak Tonde**,

possess **complete and exclusive ownership and development rights** over the said property. This includes the construction of a **multi-storied building** comprising **apartments, shops, and units**, with the **Promoters/Developers/Owners** duly authorized to sell the said **flats/units** to intending purchasers and to execute agreements for consideration.

AND WHEREAS, M/s. Kalpdeep Promoters and Builders, a Registered Partnership Firm represented by its partners, **Mr. Pradeep Suresh Tapkir and Mr. Kailas Vinayak Tonde**, is prepared and willing to develop the aforementioned property, including other adjacent properties, by obtaining **layout sanction** in accordance with prevailing legal provisions. The **Promoter/Developer** is further authorized to undertake **construction activities** and sell **flats, shops, offices, and units** to prospective purchasers under the proposed ownership scheme, subject to the terms and conditions stipulated in the **Development Agreement**.

AND WHEREAS, the necessary plans required for the proposed construction have been duly sanctioned by the **Pimpri Chinchwad Municipal Corporation**, as evidenced by **Commencement Certificate No. BP/Charholi/143/2023**, dated **06/11/2023**, **Revised Commencement Certificate No. BP/Charholi/139/2024**, dated **01/10/2024**, and **Final Revised Commencement Certificate No. BP/Charholi/179/2024**, dated **26/12/2024**.

Additionally, the layout of the entire project, "**AUSTIN TOWER**," has received sanction from the **Pimpri Chinchwad Municipal Corporation**. Consequently, pursuant to the aforementioned layout, the **Promoters/Developers/Owners** are entitled to complete the project in a **phased manner** in accordance with the approved layout, reserving the right to make **revisions at their discretion**, subject to changing circumstances and legal provisions.

The **Promoters/Developers/Owners** possess ample **authority and discretion** to determine the completion of project phases. As per the approved layout, they are entitled to revise the project's planning and

complete the entire project, subject to the **amalgamation of adjacent plots and lands** as outlined in the said layout.

AND WHEREAS, the **Honorable Collector, Pune**, has granted permission to utilize the said land for **non-agricultural purposes**, as per the provisions of **Section 44 of the Maharashtra Land Revenue Code**, through **Permission N.A. Order No. PCM/No Objection Certificate No. JAMIN/NA/SR/558/2023**, dated **29/11/2023**.

AND WHEREAS, the **Promoter** intends to develop a **scheme** on the **project land**, comprising **ownership apartments (residential + commercial)** under the name "**AUSTIN TOWER**" [hereinafter referred to as the "**said project**"], consisting of **buildings, floors, and units** as detailed in the table below.

TOTAL POTENTIAL OF PROJECT				
WING/ BUILDING	PERMISSIBLE SANCTION FLOORES	Total Units as Per Sanction Plan	Position/Present Status	Position after proposed revision
A	B1+B2+G+MEZZA+6 upper floors	20-Flat 7-Shop 7-Office	Sanctioned but proposed to be commenced and constructed in future. On Going Construction	B1+B2+G+MEZZA +6 upper floors
B	B1+B2+G+MEZZA+6upper floors	20-Flat 7-Shop 9-Office	Sanctioned but proposed to be commenced and constructed in future. On Going Construction	B1+B2+G+MEZZA +6 upper floors
C	B1+B2+G+MEZZA+6upper floor	20-Flat 9-Shop 9-Office	Sanctioned but proposed to be commenced and constructed in future. On Going Construction	B1+B2+G+MEZZA+6 upper floors

(hereinafter referred to as the "**Said Building/s**" for brevity).

AND WHEREAS, the **Promoter** has already commenced the construction of **Building A, Building B, and Building C**, which are currently **under construction**, constituting an **ongoing project**.

AND WHEREAS, the **Promoter** has proposed to construct the **project land in phases**, of which the **present phase** shall comprise:

- Building A** with **Basement 1 + Basement 2 + Ground + Mezzanine + 6 Upper Floors**

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- **Building B with Basement 1 + Basement 2 + Ground + Mezzanine + 6 Upper Floors**
 - **Building C with Basement 1 + Basement 2 + Ground + Mezzanine + 6 Upper Floors**, containing a total of **60 flats, 48 shops and office spaces**.

AND WHEREAS, the **Allottee(s)** is/are offered a **Flat Bearing No. 404 on the 4 th floor** (hereinafter referred to as the "**Said Flat/s**") in **Building B** (hereinafter referred to as the "**Said Building/s**"), being constructed in this phase of the **said project**, known as "**AUSTIN TOWER**," by the **Promoter**.

AND WHEREAS, the **Real Estate Regulatory Authority** has granted **registration** to the "**AUSTIN TOWER**" project, proposed on the **said land**, vide **Registration No. P52100054867**, dated **15/02/2024**. An authenticated copy of the said registration is **attached to this agreement**.

AND WHEREAS, at present, the **consumable FSI** is **6,808.53 sq. meters**, and any future **FSI/TDR** sanctioned or available shall **exclusively belong** to the **Promoters/Developers/Owners**.

Additionally, the **present sanctioned layout and plans** have been **verified** by the **Flat/Unit Purchaser(s)**, and any future **projections, revisions, modifications, or alterations** in the **present sanctioned layout and plans** have also been **shown** to the **Flat/Unit Purchaser(s)**.

Consequently, the **Flat/Unit Purchaser(s)** shall **not be entitled** to raise any **objection, litigation, or dispute** against the **Owner/Promoters** and shall **indemnify** them for any **losses incurred**.

AND WHEREAS, the **Promoters/Developers/Owners** are **entitled to commence** the **construction** of a **residential/commercial project** known as "**AUSTIN TOWER**" on the **said property**, along with **adjacent properties**, in accordance with the **approved layout** and the **forementioned orders and permissions**.

AND WHEREAS, the **Promoters/Developers/Owners** herein have appointed **Mr. Appasaheb Kundalik Gaikwad**, with an office at **Office No. 105, First Floor, Runwal Arcade, Atul Nagar Phase I, Warje, Pune, Maharashtra – 411058**, as their **Architect**, and **Mr. Ravindra A. Karnavat**, with an office at **305, Navkar Commerce Center, Above Bank of Baroda, Near Darshan Hall, Link Road, Chinchwad, Pune – 411033**, as their **Structural Engineer** for the **building(s)** under construction on the said **property/properties**.

The **Promoters/Developers/Owners** reserve the right to change the aforementioned **Architects** and **Structural Engineers** before the completion of the **building(s)** or the **entire project**. The **Promoters/Developers/Owners** have accordingly commenced the development of the **said land** and the construction of the **building(s)** comprising **independent blocks for residence and other units**, under the supervision of **Mr. Ashok Santosh Temgire**, residing at **Thotandale, Manchar Belha Road, Patil Mala, Ranjani, Ambegaon, Pune, Maharashtra – 410404**, who is **registered with the Council of Architects** and has been **appointed by the Promoters/Developers/Owners** for the project. He has prepared the **plans for amalgamation, building layout, and construction** of the **building(s)** on the **said land**.

The **Structural Engineer, Mr. Ravindra A. Karnavat**, with an office at **305, Navkar Commerce Center, Above Bank of Baroda, Near Darshan Hall, Link Road, Chinchwad, Pune – 411033**, appointed by the **Promoters/Developers/Owners**, has drawn the **structural drawings** for the **building(s)** being constructed on the **said land**.

The **Pimpri Chinchwad Municipal Corporation** has **sanctioned** the **building plans and layout** for the **building(s)** under construction on the **said lands**, and these plans may require **renewal or revision** from time to time by the **Promoters/Developers/Owners**, as deemed **necessary and proper**.

AND WHEREAS, the **PURCHASER** desires to acquire from the **Developer** a **residential flat** in the **building under construction** on the **said land**,

inclusive of **exclusive facilities** as specifically agreed upon, if any, along with the **common facilities** detailed and delineated in the **floor plans** attached hereto (hereinafter referred to as the '**UNIT**'), at the price subsequently agreed upon.

AND WHEREAS the **Developer** has provided the **PURCHASER** with the opportunity to inspect all **title documents** pertaining to the **said land**, the **Developer's development rights**, the **plans, designs, specifications**, the **title report** prepared by the **Advocate**, and all other documents mandated under the **Maharashtra Ownership Flats Act, 1963**.

AND WHEREAS copies of the **certificate of title** issued by the **Advocate**, extracts of **7/12 and 7A records**, and the relevant extract of the **approved floor plans** have been annexed to this agreement.

AND WHEREAS, subject to any other agreements, reservations, or provisions herein, the parties hereto have executed this **AGREEMENT TO SELL** to set forth the terms and conditions thereof, in compliance with **Section 4** of the **Maharashtra Ownership Flats Act, 1963**, as follows:

For just, sufficient, and necessary reasons, the Present **Vendor/Owner** has decided to sell the '**Flats/Shops/Offices**' to various interested Purchasers. **AND WHEREAS** the **Present Owner/Vendor** has developed the **said land** by obtaining sanction for the layout for the construction of **Flats/Shops**, along with provisions for **roads, water supply lines, drainage, stormwater drains, street lights, electrical transformers, and fencing up to the boundary of the Flats/Shops/Offices**, etc.

The **Owner/Vendor** has provided the **Purchaser(s)** with the opportunity to inspect the following:

- a) **Sale Deed**
- b) **All Mutation Entries concerning the 7/12 Extract**
- c) **Sanctioned Layout**
- d) **N.A. Order**
- e) **All other documents, letters, papers, and writings referred to therein**

The **Purchaser** is fully satisfied with the **clean, clear, and marketable title** of the **Owner/Vendor's** property. It is agreed between the parties that the

Purchaser shall not be entitled to raise any requisition or objection in the future regarding any matter relating thereto.

AND WHEREAS, pursuant to negotiations and discussions between the parties and the aforesaid offer of the Purchaser being the highest amongst all other offers received by the Vendor/Owner, the Vendors/Owners have agreed to sell the said 'Flats/Shops/Offices' in favor of the Purchaser on the terms and conditions enumerated herein below. The **Purchaser** has requested the **Vendor/Owner** to sell the **said Flats/Shops/Offices** for the consideration mentioned herein below, as the **purchase price/consideration** for the **said Flats/Shops/Offices** in a lump sum. The agreed amount represents the **fair market price**, with a **marketable title free from encumbrances**. Any **dispute regarding the title** shall be settled by the **Vendor** at their own cost.

AND WHEREAS the parties hereto desire to complete the transaction in the manner set forth herein;

AND WHEREAS the parties, having conducted meetings and negotiations, have mutually agreed upon the terms and conditions governing the sale of the **said Flats/Shops/Offices** in favor of the **Purchaser** and have decided to formalize the same in writing through this agreement, as follows:

AND WHEREAS, pursuant to all the aforementioned deeds and documents, the **Promoters/Developers**, namely **M/s Kalpdeep Promoters and Builders**, have acquired all rights to the said plot/property, totaling an area admeasuring **00 Hectare 18 Are** out of **Survey No. 495, Hissa No. 6**, i.e., **00 H. 18 R (1800 Sq. Mtrs.)**, situated in **Village Charholi Bk, Taluka Haveli, District Pune** (hereinafter referred to as the "**said land/property/project land**"), which is more particularly described in **SCHEDULE-I** hereunder. The **Promoters/Developers** have decided to develop the said property through their **Partnership Firm**, namely **M/s Kalpdeep Promoters and Builders**.

AND WHEREAS, the **Promoters/Developers**, M/s Kalpdeep Promoters and Builders, have obtained **Non-Agricultural (N.A.) permission** from the office of the **Honorable Tahsildar**, vide **No. JAMIN/NA/SR/558/2023, dated 28/11/2023**, issued by the **Revenue Branch, Tahsildar Office, Haveli, Pune**.

AND WHEREAS, in view of the aforesaid recital, the **Promoter** has become entitled to develop the **said Project Land** and is in possession thereof. The **Promoter** alone has the sole and exclusive right and authority to carry out the

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development of the **said Property** and to undertake acts such as advertising the development scheme, commencing, executing, and completing the development scheme, entering into **Agreements** with prospective purchasers, accepting consideration from them, issuing valid receipts, presenting the **said Agreements** for registration at the proper registration office, admitting execution thereof, and completing the entire registration procedure. Furthermore, the **Promoter** is responsible for forming a **Society/Association** of the **Purchasers of the Flats/Shops/Offices** in the proposed building constructed on the **said Property**.

AND WHEREAS, the **Promoter** has entered into a standard Agreement with **Architect Mr. Appasaheb Kundalik Gaikwad, Pune**, who is registered with the **Council of Architects**. Such an Agreement conforms to the terms prescribed by the **Council of Architects**. The **Promoter** has also appointed **Structural Engineer Mr. Ravindra A. Karnavat** for the preparation of the **structural design and drawings** of the buildings. The **Promoter** acknowledges and accepts the **professional supervision** of the **Architect** and **Structural Engineer** until the completion of the **building/buildings**.

AND WHEREAS the **Promoter** shall be developing the **said Property** as a project known as “**AUSTIN TOWER,**” comprising **residential and commercial units**, which shall be constructed on a land area measuring **1,800 Sq. Mtrs.**

AND WHEREAS the **Promoter** has proposed to construct **three (03) wings** on the **Project Land** as specified hereinabove.

AND WHEREAS the **Promoter** shall, upon obtaining the necessary sanctions, commence construction as per the **sanctioned plans** of the **Project “AUSTIN TOWER”** (hereinafter referred to as “**the said Project**”), consisting of **residential and commercial units in buildings** and shall sell such **Flats/Shops/Offices** to prospective **Allottees**. Thereafter, the **Promoter** shall **convey/transfer** the **said Property**, along with the **said Buildings** constructed thereon, in favor of the **Association of Allottees/Society/Company**, as the case may be (hereinafter referred to as “**the said Organization**”) to be formed by the **Allottees** of the **Flats/Shops/Offices** in the **said Buildings**.

AND WHEREAS the **Unit Holder/Allottees** unconditionally **acknowledge, agree, and consent** to any **assignment** by the **Promoter/Developer** in favor of the **project lender** or any **third party** nominated by it, or the **exercise of any takeover/step-in rights** by the said **lender** in the **Said Property**, pursuant to default by the **Promoter/Developer** under the **transaction documents**.

AND WHEREAS upon demand by the Allottees, the Promoter has provided the Allottees with inspection of all title documents related to the Project Land, as well as the plans, designs, and specifications prepared by the Promoter’s Architect, Mr. Appasaheb Kundalik Gaikwad, along with such other documents as required under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder.

AND WHEREAS authenticated copies of the Certificate of Title issued by the attorney-at-law or advocate of the Promoter, along with authenticated copies of the Property Card or extracts from Village Forms VI, VII, and XII, or any other relevant revenue records showing the nature of the title of the Promoter to the Project Land on which the Flats/Shops/Offices are constructed or are to be constructed, have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS authenticated copies of the Certificate of Title issued by the attorney-at-law or advocate of the Promoter, along with authenticated copies of the Property Card or extracts from Village Forms VI, VII, and XII, or any other relevant revenue records showing the nature of the title of the Promoter to the Project Land on which the Flats/Shops/Offices are constructed or are to be constructed, have been annexed hereto.

AND WHEREAS authenticated copies of the plans of the Layout, as approved by the concerned Local Authority, have been annexed hereto.

AND WHEREAS 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 in the said project, have been annexed hereto.

AND WHEREAS authenticated copies of the plans and specifications of the Flat/Shop(s) agreed to be purchased by the Allotees, as sanctioned and approved by the Local Authority, have been annexed hereto.

AND WHEREAS the Promoter has obtained some of the necessary approvals from the concerned Local Authority(ies) for the plans, specifications, elevations, and sections of the said building(s) and shall obtain the remaining approvals from various authorities from time to time, in order to secure the Building Completion Certificate or Occupancy Certificate for the said building(s).

AND WHEREAS, while sanctioning the said plans, the **concerned Local Authority** and/or **Government** has laid down certain **terms, conditions, stipulations, and restrictions** to be observed and performed by the **Promoter** while developing the **project land** and the **said building(s)**. The **Completion Certificate** or **Occupancy Certificate** for the said building(s) shall only be granted by the **concerned Local Authority** upon due observance and performance of these requirements.

AND WHEREAS the **Promoter** has accordingly commenced **construction** of the said building(s) in accordance with the **approved plans**.

AND WHEREAS the **Allottee** has applied to the **Promoter** for the allotment of **Flat No.304 on the 3rd floor in Wing B**, which is being constructed in the **last phase** of the said **Project**.

AND WHEREAS the **carpet area** of the said **Flat** is **671.89 sq. ft.**, and "**carpet area**" means the **net usable floor area** of the **Flat**, excluding the area covered by **external walls, areas under service shafts, and common passage areas**, but including **all balcony areas** and the area covered by **internal partition walls** of the said **Flat**.

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

AND WHEREAS, prior to the execution of **these presents**, the **Allottee** has paid to the **Promoter** a sum (**not more than 10%**) as specifically mentioned in **Schedule III**, being **part payment of the sale consideration amount** of the unit agreed to be sold by the Promoter to the **Allottee**, as **advance payment or Application Fee** (the **payment and receipt** whereof the Promoter **hereby admits and acknowledges**), and the **Allottee** has agreed to pay to the **Promoter** the **balance of the sale consideration** in the manner **hereinafter appearing**.

AND WHEREAS, the **Promoter** has registered the **Project** under the provisions of the **Real Estate (Regulation and Development) Act, 2016**, with the **Real Estate Regulatory Authority** under **registration number P52100054867**.

AND WHEREAS, under **Section 13** of the said Act, the **Promoter** is required to execute a **written Agreement** for the sale of the said **Flat** with the **Allottee**, which is, in fact, **these presents**, and to register the said Agreement under the **Registration Act, 1908**.

In accordance with the **terms and conditions** set out in this Agreement and as **mutually agreed upon** by and between the **Parties**, the **Promoter** hereby **agrees to sell**, and the **Allottee** hereby **agrees to purchase** the **Flat** and the **garage/covered parking** (if applicable).

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

1. NON OBSTANT

Notwithstanding anything contained anywhere in this Agreement, the **Allottees** hereby declare, confirm, and agree that:

- (a)** The **Promoters/Developers/Owners have** reserved all **their** rights and discretion to amalgamate and/or sub-divide the said **Land** and/or any other **abutting/adjoining** piece of land or otherwise.
- (b)** The **Promoters/Developers/Owners have** also reserved all **their** rights and discretion to use, utilize, and consume the Floor Area Ratio/Floor Space Index (“FAR/FSI”) originating from the physical area of the said **Land** and/or any other adjoining/abutting pieces of land to which the **Promoters/Developers/Owners** may be entitled, as well as to use the same in the manner and at the location as may be exclusively decided by the **Promoters/Developers/Owners**.
- (c)** The **Promoters/Developers/Owners have** further reserved all **their** rights and discretion to avail, use, utilize, and consume the additional FAR/FSI, either by way of Transferable Development Rights (“TDR”) or otherwise, by whatever name called, as may be permissible under the relevant rules and regulations at present as well as in the future, until the **completion** of the entire project in all aspects.
- (d)** The **Promoters/Developers/Owners have** also reserved all **their** rights and discretion to develop the said **Land** or any other land adjoining and/or abutting thereto, to which the **Promoters/Developers/Owners** may be entitled, by amalgamation and/or sub-division thereof, in phases, during which the **Purchaser** shall not raise nor be entitled to raise any objection on the grounds of nuisance, annoyance, inconvenience, noise, etc.

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- (e) The **Promoters/Developers/Owners have** also reserved all **their** rights either:
- (i) to develop and/or dispose of the **Land** by sale or otherwise transfer and appropriate the proceeds thereof to themselves, or
 - (ii) to surrender the amenity space to the concerned government/planning authority and claim, avail, use, utilize, and consume the FAR/FSI granted in lieu thereof on the said **Land** for construction and/or additions to the buildings being constructed thereon, as permitted under the amended Development Control Regulations and any other relevant provisions of law concerning the subject matter, from time to time, subject to the provisions of **The Real Estate (Regulation and Development) Act, 2016**, with **Maharashtra Rules 2017** and the rules and regulations made thereunder.
- (f) The **Promoters/Developers/Owners have** also reserved all **their** rights to develop and/or construct buildings on the open space of the said **Land**, as may be permissible under the relevant rules, regulations, and provisions of law from time to time, until the completion of the entire project in all aspects, subject to the provisions of **The Real Estate (Regulation and Development) Act, 2016**, with **Maharashtra Rules 2017** and the rules and regulations made thereunder.
- (g) The **Promoters/Developers/Owners have** reserved the right and discretion to acquire, develop, and dispose of, and/or cause to be acquired, developed, and disposed of, any adjoining pieces of land independently of the said **Land**. In such cases, the **Promoters/Developers/Owners** shall have the right to provide easements and/or rights of access through the internal roads of the said **Land** and/or through its marginal open spaces.
- (h) If the **Promoters/Developers/Owners** are entitled and have reserved the rights to develop one or more exclusive residential or commercial buildings on certain portions of the said **Land**, as may be sanctioned by the concerned authorities, apart from convenient shopping within residential buildings, they shall have the right either to retain such buildings for themselves and/or dispose of them.
- (i) The **Promoters/Developers/Owners** shall be entitled to compensation from the **Allottees** in case of any obstruction or impediment of any nature raised against the development of the said **Land** and/or any

other adjoining land, either through amalgamation and/or sub-division and/or consumption of FAR/FSI for any building(s) thereon, by or through the **Allottees**. Such obstruction or impediment shall be without prejudice to the **Promoters/Developers/Owners'** right to terminate this Agreement in such a case.

- (j) By virtue of the necessary and relevant permissions, licenses, and clearances obtained under different prevailing laws, the **Promoters/Developers/Owners** have provided undertakings and bonds to comply with the terms and conditions specified in such permissions, licenses, and clearances. Therefore, the **Allottees** and/or their assignees, nominees, representatives, or the proposed body of Apartment/Unit Purchasers shall be bound to fulfill all the necessary obligations and terms and conditions enumerated in those permissions, licenses, and clearances as **Allottees** in the said project. If any **Allottees** knowingly and/or unknowingly neglect, refuse, or fail to comply, leading to the imposition of any penalty, loss, compensation, or fine on the **Promoters/Developers/Owners** by the concerned authorities, then such penalty, loss, compensation, or fine, along with any applicable interest, shall be recoverable from the concerned person(s) by the **Promoters/Developers/Owners**, in addition to their rights under this Agreement.

These terms are the essence of this Agreement.

1. CONSTRUCTION –

The **Promoter** shall construct the said **unit** in accordance with:

- (i) The sanctioned building plans, designs, and specifications as mentioned herein and as approved by the concerned local authority from time to time.
- (ii) The additional FAR/FSI granted in lieu of the surrender of a portion of the said **Land** for road development or road widening.
- (iii) The additional FAR/FSI relating to the said **Land** arising from any incident(s) and/or changes in rules and regulations.

Provided, however, that the **Promoter** shall obtain the prior written consent of the **Allottees** for any variations or modifications that may adversely affect the **Flats/Shops/Offices** of the **Allottees**, except for any alterations or additions required by government authorities or due to changes in law.

2. FUTURE SALE AGREEMENT

- a. The **Allottee** has agreed to purchase from the **Promoter**, and the **Promoter** has agreed to sell to the **Allottee**, the **APARTMENT/SHOP/UNIT** in the **AUSTIN TOWER** project (which is more particularly described in **SCHEDULE II** and delineated in the floor plan annexed hereto), for a total consideration amount of **Rs. 43,24,000/- (Forty-Four Lakh Sixteen Thousand Rupees Only)**, including the proportionate price of the above-referred common areas and facilities.
- b. The said price is **exclusive** of GST at **1%**.
- c. The sale of the said **Apartment** is based solely on the **carpet area**. The **Allottee** acknowledges that, due to skirting and variations in plaster, the carpet area may vary, with an approximate variation of **3%**.

1. MANNER OF PAYMENT

That the APARTMENT/SHOP/UNIT Allottee shall pay the above mentioned consideration amount in the following manner:

<u>Sr. No.</u>	<u>Consideration Amount</u>	<u>Particulars</u>
1	Rs.4,32,400/-	(10%) Paid before execution of this agreement;
2	Rs.6,48,600/-	(15%) To be paid on completion of footing of the Wing in which the said Flat is situated;(After execution of this agreement ;)
3	Rs.4,32,400/-	(10%) To be paid on completion of Basement 1&2 Parking of the Wing in which the said Flat is situated;

4	Rs.4,32,400/-	(10%) To be paid on completion of Ground floor slab and MEZZA Floor of the Wing in which the said Flat is situated;
7	Rs.4,32,400/-	(10%) To be paid on completion of Second floor;
8	Rs.4,32,400/-	(10%) To be paid on completion of third floor;
9	Rs.4,32,400/-	(10%) To be paid on completion of Fourth floor ;
10	Rs. 2,16,200/-	(5%) To be paid on completion of fifth floor ;
11	Rs. 2,16,200/-	(5%) To be paid on completion of Sixth floor;
12	Rs. 2,16,200/-	(5%) To be paid on completion of seventh floor;
13	Rs. 2,16,200/-	(5%) To be paid on completion of Eighth slab/terrace floor;
14	Rs. 2,16,200/-	(5%) at the time of handing over of possession of the Flat to Flat Purchaser/s.
Total	Rs. 43,24,000/-	100%

- d. It is expressly agreed between the parties hereto that the **Promoter** shall not be bound to follow the chronological order of the above-mentioned stages/installments. The **Promoter** shall have complete discretion in determining the sequence of construction stages.
- e. The **Allottee** acknowledges that the **Promoter** may merge or consolidate two or more installments at its discretion by simultaneously executing the corresponding construction work. The consideration amount for the said **Apartment** has been determined based on the **Allottee's** commitment to adhering to the above payment schedule, which shall not be altered.
- f. The **Allottee** shall make all payments to the **Promoter** through **Demand Drafts** or **local cheques**. In case of payments made via **outstation cheques**, the payment shall be deemed to have been made only when the amount is credited to the **Promoter's** account, after deducting any applicable bank commission charges.
- g. If any installment is paid in advance, it shall be adjusted against the subsequent installments as per the above schedule. However, the **Promoter** shall not be liable to pay any interest on such advance payments, whether made by the **Purchaser** or any Housing Finance Companies/Banks, etc.

- h. The **balance payment**, as per **Schedule III** of this agreement, shall be paid by the **Purchaser(s)** to the **Promoter** within **8 days** of the registration of this agreement, following the construction stages mentioned above.
5. The **Total Price** mentioned above **excludes Taxes**, including but not limited to **Value Added Tax (VAT)**, **Service Tax**, **Cess**, or any other similar taxes levied in connection with the construction and execution of the Project, which are payable by the **Promoter** up to the date of handing over possession of the **[Flats/Shops/Offices]**.
6. The Total Price is escalation-free, save and except escalations/increases, due to an increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allotees for an increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allotees, which shall only be applicable on subsequent payments.
7. The **Promoter** shall confirm the **final carpet area** allotted to the **Allotees** after the construction of the **Building** is complete and the **occupancy certificate** is granted by the **competent authority**. This confirmation shall include details of any changes in the carpet area, subject to a **variation cap of 3%**.

The **total price** payable for the **carpet area** shall be **recalculated** upon confirmation by the **Promoter**.

- If there is a **reduction** in the carpet area within the defined limit, the **Promoter** shall **refund** the **excess amount** paid by the **Allotees** within **forty-five (45) days**, along with **annual interest** at the rate specified in the **Rules**, from the date the **excess amount** was paid.

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- If there is an **increase** in the carpet area allotted to the **Allottees**, the **Promoter** shall demand an **additional amount** from the **Allottees**, as per the **next milestone of the Payment Plan**.

All **monetary adjustments** shall be made at the **same rate per square meter** as agreed upon in this **Agreement**.

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

Note: Each of the installments mentioned in **sub-clauses (ii) and (iii)** shall be further **subdivided** into multiple installments, **linked to the number of basements, podiums, and floors** in the case of a **multi-storied building/wing**.

9. The **Promoter** hereby agrees to **observe, perform, and comply** with all the **terms, conditions, stipulations, and restrictions**, if any, imposed by the **concerned local authority** at the time of sanctioning the **said plans** or thereafter. The **Promoter** shall, before handing over possession of the **Flats/Shops/Offices** to the **Allottees**, obtain from the **concerned local authority** the **occupancy certificate and/or completion certificate** in respect of the **Flats/Shops/Offices**.
10. Time is of the essence for both the **Promoter** and the **Allottees**. The **Promoter** shall abide by the **time schedule for completing the project** and **handing over** the **Flats/Shops/Offices** to the **Allottees** and the **common areas** to the **association of the Allottees** after receiving the **occupancy certificate or the completion certificate**, or both, as the case may be. Similarly, the **Allottees** shall make **timely payments** of the **installments** and other **dues payable** by him/her and fulfill the other **obligations under the Agreement**, subject to the **simultaneous completion** of construction by the **Promoter** as provided in **Clause 4 ("Manner of Payment")** herein above.

11. The **Promoter** hereby declares that the **Floor Space Index (FSI)** available as of the date in respect of the **project land** is **1,799.65 square meters** only. The **Promoter** has planned to utilize an **FSI of 6,808.53** by availing of **TDR** or **FSI available on payment of premiums** or **FSI available as incentive FSI** by implementing various **schemes** as mentioned in the **Development Control Regulations** or based on the expectation of increased **FSI**, which may be available in the future due to **modifications** to the **Development Control Regulations** applicable to the said Project.

The **Promoter** has disclosed the **Floor Space Index of 6,808.53** as Sanctioned to be utilized by him on the **project land** in the said **Project**, and the **Allottees** have agreed to purchase the **Flat** based on the **Sanctioned construction and sale of Flat** to be carried out by the **Promoter** by utilizing the **Sanctioned FSI**, with the understanding that the **declared Sanctioned FSI shall belong exclusively to the Promoter**.

12. If the **Promoter** fails to abide by the **time schedule** for completing the **Project** and handing over the **Flats/Shops/Offices** to the **Allottees**, the **Promoter** agrees to pay the **Allottees**, who do **not** intend to withdraw from the **Project**, **interest** as specified in the **Rules**, on all amounts paid by the **Allottees**, for every **month of delay**, until the handing over of possession.

The **Allottees** agree to pay the **Promoter interest** as specified in the **Rules**, on all **delayed payments** that become **due and payable** by the **Allottees** to the **Promoter** under the terms of this **Agreement**, from the date the said amount becomes payable by the **Allottees** to the **Promoter**.

13. Without prejudice to the **Promoter's** right to charge **interest** as per **Clause 12** above, if the **Allottees** commit a **default** in payment on the due date of any amount payable to the **Promoter** under this **Agreement** (including their proportionate share of **taxes** levied by the concerned **local authority** and other outgoings), and if the **Allottees** commit **three consecutive defaults** in the payment of **installments**, the **Promoter**, at its sole discretion, may terminate this **Agreement**.

Provided that the **Promoter** shall give a **fifteen-day written notice** to the **Allottees**, sent via **Registered Post A.D.** to the address provided by the **Allottees** and via **email** to the email address provided by the **Allottees**, stating the **intention to terminate** this **Agreement** and specifying the **breach or breaches** of the terms and conditions that justify such termination. If the **Allottees** fail to rectify the specified **breach or breaches** within the notice period, the **Promoter** shall be entitled to **terminate** this **Agreement** at the end of the said notice period.

Provided further that upon **termination** of this **Agreement**, the **Promoter** shall refund to the **Allottees**, within **thirty days** of termination, the **installments** of the **sale consideration** of the **Flats/Shops/Offices** that have been paid till that date, **subject to adjustment and recovery** of any **agreed liquidated damages** or any other **amounts payable** to the **Promoter**.

14. The fixtures and fittings related to flooring, sanitary fittings, and amenities—such as one or more lifts of a specific brand or within a particular price range (if unbranded)—shall be provided by the **Promoter** in the said **building** and the **Flats/Shops/Offices**, as specified in **Annexure**, annexed hereto.

15. The **Promoter** shall give possession of the **Flats/Shops/Offices** to the **Allottees** on or before the 30th day of December 2027. If the **Promoter** fails or neglects to give possession of the **Flats/Shops/Offices** to the **Allottees** due to reasons beyond his control or that of his agents by the aforesaid date, then the **Promoter** shall, on demand, refund to the **Allottees** the amounts already received by him in respect of the **Flats/Shops/Offices**, with interest at the same rate as mentioned in **Clause 12** hereinabove, from the date the **Promoter** received the sum until the date the amounts and interest thereon are repaid.

Provided that the **Promoter** shall be entitled to a reasonable extension of time for handing over possession of the **Flats/Shops/Offices** beyond the aforesaid date if the completion of the building in which the **Flats/Shops/Offices** are situated is delayed due to:

- (i) **war, civil commotion, or an act of God;**

- any notice, order, rule, or notification issued by the Government and/or any other public or competent authority/court.

16. POSSESSION -

16.1 Procedure for taking possession –

The **Promoter**, upon obtaining the **occupancy certificate** from the competent authority and after receiving the payment from the **Allotees** as per the terms of this **Agreement**, shall offer possession of the **[Flats/Shops/Offices]** in writing to the **Allotees**. The **Allotees** shall take possession within **three (3) months** from the date of issuance of such notice. The **Promoter** shall hand over possession of the **[Flats/Shops/Offices]** to the **Allotees** within this period.

The **Promoter** agrees and undertakes to **indemnify** the **Allotees** in case of failure to fulfill any provisions, formalities, or documentation required on the part of the **Promoter**. The **Allotees** agree(s) to pay the **maintenance charges** as determined by the **Promoter** or the **association of Allotees**, as the case may be.

The **Promoter**, on its behalf, shall **offer possession** to the **Allotees** in writing within **seven (7) days** of receiving the **occupancy certificate** for the **Project**.

16.2 Possession by Allotees

The **Allotees** shall take possession of the **[Flats/Shops/Offices]** within **fifteen (15) days** from the date of the written notice issued by the **Promoter**, intimating that the said **Flat/Shop** is ready for use and occupancy.

16.3 Failure of Allotees to take Possession of [Flats/Shops/Offices]: Upon receiving a written intimation from the **Promoter** as per **Clause 16.1**, the **Allotees** shall take possession of the **[Flats/Shops/Offices]** from the **Promoter** by executing the necessary indemnities, undertakings, and any other documentation as prescribed in this **Agreement**. The

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Promoter shall then hand over possession of the **[Flats/Shops/Offices]** to the **Allotees**.

In case the **Allotees** fail(s) to take possession within the stipulated time as provided in **Clause 16.1**, such **Allotees** shall continue to be liable to pay **maintenance charges** as applicable.

16.4 Liability for Structural Defects

If, within a period of **five (5) years** from the date of handing over the **Apartment** to the **Allotees**, the **Allotees** bring to the notice of the **Promoter** any **structural defect** in the **Apartment** or the building in which the **Apartment** is situated, or any defect arising due to **workmanship, quality, or provision of services**, the **Promoter** shall rectify such defects at **its** own cost, wherever possible.

In case the defects cannot be rectified, the **Allotees** shall be entitled to receive **compensation** from the **Promoter** for such defects in the manner provided under the **Act**.

17. Usage of Flats/Shops/Offices

The **Allotees** shall use the **Flats/Shops/Offices** or any part thereof, or permit the same to be used, only for the purpose of **residence/office/shop** and **not** for carrying on any **industry** or **business** (*strike off whichever is not applicable*).

The **Allotees** shall use the **garage or parking space** only for the purpose of **keeping or parking a vehicle**.

18. Formation of Society/Association/Limited Company

The **Allotees**, along with other **Allotees(s)** of **Flats/Shops/Offices** in the building, shall join in forming and registering a **Society, Association, or Limited Company**, to be known by such name as the **Promoter** may decide. For this purpose, the **Allotees** shall, from time to time, sign and execute the application for registration and/or membership, along with other necessary papers and documents required for the formation and

registration of the **Society, Association, or Limited Company**, and for becoming a member, including the bye-laws of the proposed Society.

The **Allotees** shall duly fill in, sign, and return the required documents to the **Promoter** within **seven days** from the date they are forwarded by the **Promoter**, to enable the registration of the common organization of **Allotees**.

The **Allotees** shall not raise any objection if any changes or modifications are made to the draft **bye-laws, Memorandum, and/or Articles of Association**, as may be required by the **Registrar of Co-operative Societies, Registrar of Companies**, or any other competent authority.

If, within a period of **five years** from the date of handing over the **Flats/Shops/Offices** to the **Allotees**, the **Allotees** brings to the notice of the **Promoter** any **structural defect** in the **Flats/Shops/Offices** or the building in which they are situated, or any defects on account of **workmanship, quality, or provision of services**, then, wherever possible, such defects shall be rectified by the **Promoter** at **his own cost**. If rectification is not possible, the **Allotees** shall be entitled to receive **compensation** from the **Promoter** for such defects, as per the provisions of the applicable laws.

19. TRANSFER OF RIGHTS TO SOCIETY/ASSOCIATION/LIMITED COMPANY

The **Promoter** shall, within **three months** of the registration of the **Society, Association, or Limited Company**, as aforesaid, ensure the transfer of all **rights, title, and interest** of the **Vendor/Lessor/Original Owner/Promoter** and/or the owners in the **structure of the Building or wing** in which the **Flats/Shops/Offices** are situated, to the **Society or Limited Company**.

- 20.** The **Promoter** shall, within **three months** of the registration of the **Federation/Apex body of the Societies or Limited Company**, as aforesaid, ensure the transfer of all **rights, title, and interest** of the **Vendor/Lessor/Original Owner/Promoter** and/or the owners in the

project land on which the **building(s) with multiple wings or buildings** are constructed, to the **Federation/Apex body**.

21. Within **15 days** after receiving a **written notice** from the **Promoter** informing the **Allotees** that the **Flats/Shops/Offices** are ready for use and occupancy, the **Allotees** shall be liable to bear and pay their **proportionate share** (i.e., in proportion to the **carpet area** of the **Flats/Shops/Offices**) of **outgoings** related to the **project land and building(s)**. These outgoings include, but are not limited to, **local taxes, betterment charges, government levies, water charges, insurance, common area lighting, repairs, salaries of clerks, bill collectors, security personnel, sweepers, and other expenses** necessary for the **management and maintenance** of the **project land and building(s)**.

Until the **Society or Limited Company** is formed and the **building(s) or wings** are transferred to it, the **Allotees** shall pay their proportionate share of outgoings as determined by the **Promoter**. The **Allotees** further agree that, until their share is determined, they shall pay a **provisional monthly contribution** towards outgoings to the **Promoter**. The amounts paid by the **Allotees** to the **Promoter** shall **not carry any interest** and shall remain with the **Promoter** until the **conveyance/assignment of lease** of the **building or wing** is executed in favor of the **Society or Limited Company**. Upon execution of such **conveyance/assignment of lease**, the **Promoter** shall transfer the **deposited amounts (after necessary deductions as per this Agreement)** to the **Society or Limited Company**, as applicable.

22. MAINTENANCE, TAXES, CESS AND OTHER CHARGES

- (a) On or before the **delivery of possession** of the said **Unit** by the **Promoter** to the **Allotees**, or **within 15 days** from the receipt of the **letter** from the **Promoter** requesting the **Allotees** to take possession of the concerned **Unit**, the **Allotees** shall pay to the **Promoter** an amount towards **common maintenance**, in advance, for the next **24 (Twenty-Four) months** from such date, as follows:

B-wing flat No.304	Amount + GST
In case of residential Apartment 2BHK	Rs. 3/- per sq. ft + GST

(b) The said amount shall be used and utilized by the **Promoter** only for the **common maintenance** of the **building(s) and amenities** being constructed on the **said land**, for a period of **24 (Twenty-Four) months** from the date of **delivery of possession** of the **said Unit** by the **Promoter** to the **Allotees**. The **Promoter** may appoint a **third-party organization** for the effective maintenance of the project until the maintenance is handed over to the **committee/ad hoc committee** of the **Apartment purchasers**.

The **maintenance amount** may **increase or decrease** based on the **actual expenditure** incurred for maintenance.

- In case of an **increase** in maintenance expenditure, the **Purchaser** shall be **liable** to pay the **additional amount**.
- In case of a **decrease** in maintenance expenditure, the **Promoter** shall **deposit** the excess amount into the **society’s bank account**.

(c) It is agreed between the parties that the said maintenance **shall NOT include** the items mentioned below. If these expenses are incurred by the **Promoter**, the **Allotees** shall be **liable** to make a **separate contribution** towards the following maintenance, as and when called upon by the **Promoter**:

- Insurance** for **building/apartments/equipment/machinery** against theft, fire, etc., and any other related expenses.
- Sinking fund**, etc.
- Property taxes** of individual **buildings/apartments/common amenities**, etc.
- Any other **direct and/or indirect central and state government taxes, levies, cess, etc., applicable** to the property, including the apartment/**unit**.
- Any other **statutory charges, levies, taxes, and duties**, if any.
- Wear and tear charges**.

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- (d) After the period mentioned herein, the **Promoter** shall be entitled to entrust the maintenance of **Common Areas and Facilities** to an **ad hoc committee** of **Apartment purchasers** appointed by the **Promoter**, subject to the liberty of the **Promoter** to entrust the maintenance even prior to the said period. In such a case, the **Promoter** shall also transfer the balance amount remaining from the payments received from **Apartment purchasers** up to that point.
- (e) The **Allotees** admit and agree to the same, ensuring that the maintenance of the entire complex is not hampered in any way due to lack of or non-payment by the **Allotees**.
- (f) It is also clearly understood that this shall not preclude the organization from claiming, demanding, and raising maintenance charges independently of such contributions from the **Allotees**, provided that the decision to this effect is duly taken by the organization.
- (g) Such an organization shall be entitled to claim reasonable interest on the arrears of such charges from the defaulting **Allotees**, without prejudice to its other rights and powers.
- (h) Without prejudice to and notwithstanding anything contained above, in the event that the Promoter and/or the Apartment purchasers' organization, after the entrustment of common maintenance by the Promoter to it, duly resolve that the above maintenance deposit is insufficient for the maintenance of common areas and facilities, electricity, water, drainage, sewage, passages, gardens, or repairs thereof, the Purchaser shall be liable to bear, pay, and contribute to such additional charges as may be levied and demanded by the Promoter and/or such organization, as the case may be.
- (i) The Allotees shall maintain, at his own cost, the said Unit, fixtures, fittings, facades, and elevations, as well as any exclusive rights relating to landscaped open space and other exclusive areas and/or facilities, if specifically sold and granted.

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- (j)** The Allotees shall bear and pay, and shall always be liable to bear and pay, all amounts levied as property tax, cess, charges, or duties on the said Unit and the said building proportionately, including on the fixtures and fittings therein, by the local authority or any other authority under any statute, rules, regulations, notifications, orders, or contracts, from the date of the completion certificate or grant of possession of the said Unit, whichever is earlier.
- (k)** The Promoter shall apply for the requisite water connection to the concerned authority. However, due to changes in water availability in the District of Pune, the authorities may vary or reduce the connection granted to the said scheme. The Promoter's liability shall be limited to making an appropriate application to PCMC or the appropriate authority for the grant of the requisite water connection. The Promoter shall in no way be held liable for any reduction or variation of such a connection by PCMC or the appropriate authority.
- (l)** If at any time after the execution of this Agreement, any tax, duty, charge, premium, cess, surcharge, betterment tax, sales tax, transfer tax, turnover tax, works contract tax, GST, penalties, etc., by whatever name called, is levied, recovered, or becomes payable under any statute, rule, regulation, notification, or order in force, or which may be enforced in the future—either by the Central or State Government, the local authority, or any revenue or other authority—in respect of the said Land, the said Unit, this Agreement, or the transaction herein, the same shall be exclusively borne and paid by the Allotees. If the Promoter has already paid such amounts, the Allotees shall reimburse the same to the Promoter.
- (m)** The Allotees hereby indemnifies the Promoter and the Apartment purchasers' organization against all such levies, costs, and consequences arising therefrom.
- (n)** In the event that the Promoter is constrained to pay any GST or any other levy referred to above, the Allotees shall reimburse the same to the Promoter immediately. If the Allotees fails to reimburse the amount

promptly, the Promoter shall be entitled to claim interest at the rate specified in the Rules on such an amount. There shall be a charge on the said Unit for such an amount until it is fully paid to the Promoter.

(o) All levies in respect of this Agreement, conveyance, or any other document required to be executed concerning the said Unit and/or the transaction under this Agreement shall be entirely borne and paid by the Allotees.

23. The Conveyance Deed in favor of the said Society or Limited Company, as the case may be, shall be executed by the Promoter within three months from the date of issuance of the occupancy certificate. At the time of registration of the conveyance or lease of the structure of the building or wing of the building, the Allotees shall pay to the Promoter their respective share of stamp duty and registration charges payable by the said Society or Limited Company on such conveyance, lease, or any document or instrument of transfer concerning the structure of the said building/wing of the building.

At the time of registration of the conveyance or lease of the project land, the Allotees shall pay to the Promoter their respective share of stamp duty and registration charges payable by the said Apex Body or Federation on such conveyance, lease, or any document or instrument of transfer in respect of the said land to be executed in favor of the Apex Body or Federation.

24. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allotees as follows:

- i. The Promoter has a clear and marketable title with respect to the project land, as declared in the title report annexed to this Agreement, and has the requisite rights to carry out development upon the project land. The Promoter also has actual, physical, and legal possession of the project land for the implementation of the Project.
- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out the development of the Project and

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- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges, taxes, and other monies, levies, impositions, premiums, damages, and/or penalties and other outgoings whatsoever payable with respect to the said Project to the competent authorities.
 - xi. No notice from the Government, any other local body, authority, legislative enactment, government ordinance, order, or notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter concerning the project land and/or the Project except those disclosed in the title report.

25. The Allottee(s), with the intention to bind all persons into whose hands the Flats/Shops/Offices may come, hereby covenants with the Promoter as follows;

- i. To maintain the Flat/Shop at the Allottee's own cost in good and tenantable repair and condition from the date possession of the Flats/Shops/Offices is taken, and shall not do or allow anything to be done in or to the building in which the Flats/Shops/Offices is situated that may be against the rules, regulations, or bye-laws. The Allottee shall not change, alter, or make additions to the building in which the Flats/Shops/Offices is situated, or to the Flats/Shops/Offices itself, without the consent of the local authorities, if required.
- ii. Not to store in the Flats/Shops/Offices any goods that are hazardous, combustible, or dangerous in nature, or are so heavy as to damage the construction or structure of the building in which the Flats/Shops/Offices is situated. The Allottee shall also not store goods that are objected to by the concerned local or other authorities. Care shall be taken while carrying heavy packages that may damage or are likely to damage the staircases, common passages, or any other structure of the building, including entrances. In case of any damage caused to the building or the Flats/Shops/Offices due to the negligence or default of the Allottee, the Allottee shall be liable for the consequences of such a breach.
- iii. To carry out at his/her own cost all internal repairs to the Flats/Shops/Offices and maintain them in the same condition, state, and order as delivered by the Promoter. The Allottee shall not do or allow anything

- to be done in the building or the Flats/Shops/Offices that may be contrary to the rules, regulations, and bye-laws of the concerned local authority or any other public authority. In the event of any contravention of this provision, the Allotee shall be solely responsible and liable for the consequences thereof, as determined by the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Flats/Shops/Offices or any part thereof, nor at any time make or cause to be made any addition or alteration of any nature in or to the Flats/Shops/Offices or any part thereof. The Allotee shall not make any alteration in the elevation or outside color scheme of the building in which the Flats/Shops/Offices is situated. The Allotee shall maintain the portion, sewers, drains, and pipes in the Flats/Shops/Offices and its appurtenances in good tenantable repair and condition, ensuring the support, shelter, and protection of other parts of the building. The Allotee shall not chisel or otherwise cause damage to columns, beams, walls, slabs, RCC, Pardis, or other structural members in the Flats/Shops/Offices without prior written permission from the Promoter and/or the Society or the Limited Company.
 - v. Not to do or permit any act or thing that may render void or voidable any insurance of the project land and the building in which the Flat/Shop is situated, or any part thereof, or cause an increase in the premium payable for such insurance.
 - vi. Not to throw or permit the throwing of dirt, rubbish, rags, garbage, or other refuse from the Flats/Shops/Offices into the compound or any portion of the project land or the building in which the Flats/Shops/Offices is situated.
 - vii. To pay to the Promoter, within fifteen days of demand, the Allotee's share of the security deposit demanded by the concerned local authority or Government for providing water, electricity, or any other service connection to the building in which the Flats/Shops/Offices is situated.
 - viii. To bear and pay any increase in local taxes, water charges, insurance, and other levies imposed by the concerned local authority, Government, or other public authority due to a change in the use of the Flats/Shops/Offices by the Allotee for any purpose other than that for which it was sold.

- ix. The Allotee shall not let, sub-let, transfer, assign, or part with the interest or benefit of this Agreement or possession of the Flats/Shops/Offices until all dues payable by the Allotee to the Promoter under this Agreement have been fully paid.
 - x. The Allotee shall observe and perform all rules and regulations adopted by the Society, Limited Company, Apex Body, or Federation at its inception, along with any additions, alterations, or amendments made from time to time for the protection and maintenance of the building and the Flats/Shops/Offices. The Allotee shall also comply with the Building Rules, Regulations, and Bye-laws of the concerned local authority, Government, and other public bodies. Furthermore, the Allotee shall adhere to all stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flats/Shops/Offices and shall pay and contribute regularly and punctually towards taxes, expenses, or other outgoings as per the terms of this Agreement.
 - xi. Until a conveyance of the structure of the building in which the Flats/Shops/Offices is situated is executed in favor of the Society/Limited Company, the Allotee shall permit the Promoter, along with their surveyors and agents, with or without workmen, to enter the project or any part thereof at all reasonable times to view and examine its state and condition.
 - xii. Until a conveyance of the project land on which the building is situated is executed in favor of the Apex Body or Federation, the Allotee shall permit the Promoter, along with their surveyors and agents, with or without workmen, to enter the project land or any part thereof at all reasonable times to view and examine its state and condition.
- 26.** The Promoter shall maintain a separate account for the sums received from the Allotees as advance or deposit, including amounts received on account of the share capital for the promotion of the Co-operative Society, Association, or Company, as well as amounts collected towards outgoings and legal charges. The Promoter shall utilize these amounts solely for the purposes for which they have been received.
- 27.** Nothing contained in this Agreement is intended to, nor shall it be construed as, a grant, demise, or assignment in law of the said Flats/Shops/Offices, the said Plot, or the Building, or any part thereof. The Allotees shall have no claim

except in respect of the Flats/Shops/Offices hereby agreed to be sold to them. All open spaces, parking spaces, lobbies, staircases, terraces, and recreation spaces shall remain the property of the Promoter until the structure of the building is transferred to the Society/Limited Company or any other designated body, and until the project land is transferred to the Apex Body/Federation, as previously mentioned.

28. MORTGAGE OR A CHARGE

The Promoter had availed financial assistance from Piramal Enterprises Limited for the construction and development of the Project. The unit, along with its proportionate undivided share in the land, was mortgaged with Piramal Trusteeship Services Private Limited under a Mortgage-cum-Charge Deed dated **13/09/2024**, bearing document no. **20673/2024**, registered with the **Sub-Registrar No. 14, Pune**.

Pursuant to the discharge of the said mortgage, Piramal Enterprises Private Limited has issued a **No Dues Certificate (NDC)** in respect of the said unit, and a copy of the same is annexed herewith to this Agreement.

Subsequently, the Promoter has cleared the requisite liabilities, and the said unit has been fully released and discharged from the aforesaid mortgage vide a Deed of Re-conveyance dated 11/08/2026, registered with the Sub-Registrar **Haveli -14 vide Document No. 22482/2026**.

After executing this Agreement, the Promoter shall not mortgage or create any charge on the said **[Flats/Shops/Offices]**. If any such mortgage or charge is created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the rights and interests of the Allotees who have taken or agreed to take the said **[Flats/Shops/Offices]**.

29. BINDING EFFECT

Forwarding this Agreement to the Allotees by the Promoter does not create a binding obligation on either party until the following conditions are met:

- 1. The Allotees sign and deliver this Agreement, along with all schedules and the payments due as stipulated in the **Payment Plan**, within **30 (thirty) days** from the date of receipt of the Agreement.
- 2. The Allotees appear for registration of the Agreement before the concerned **Sub-Registrar** as and when intimated by the Promoter.

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If the Allotees fail to execute and deliver this Agreement within **30 (thirty) days** from the date of its receipt and/or fail to appear before the **Sub-Registrar** for its registration as required, the Promoter shall serve a **notice** to the Allotees requesting rectification of the default. If the Allotees do not rectify the default within **15 (fifteen) days** from the date of receipt of such notice, the **application of the Allotees shall be treated as cancelled**, and all sums deposited by the Allotees, including the **booking amount**, shall be refunded **without any interest or compensation** whatsoever.

**30. ENTIRE AGREEMENT**

This Agreement, along with its **schedules and annexures**, constitutes the **entire agreement** between the Parties with respect to the subject matter hereof. It **supersedes** any and all prior **understandings, agreements, allotment letters, correspondences, or arrangements**, whether written or oral, between the Parties in relation to the said **Flats/Shops/Offices**, as the case may be.

**31. RIGHT TO AMEND**

This Agreement may only be **amended** through the **written consent** of both Parties.

**32. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTEES / SUBSEQUENT ALLOTEESS**

It is **clearly understood and agreed** by and between the Parties that all the provisions contained herein and the obligations arising under this Agreement in respect of the Project shall **equally apply to and be enforceable against** any subsequent **Allotees** of the **[Flats/Shops/Offices]** in the event of a transfer. These obligations shall continue to be binding upon the **[Flats/Shops/Offices]** for all intents and purposes.

**33. SEVERABILITY**

If any provision of this Agreement is determined to be void or unenforceable under the Act, the Rules, and Regulations made thereunder, or any other applicable laws, such provision shall be deemed **amended or deleted** to the extent necessary to conform to the applicable laws. The remaining provisions of this Agreement shall remain **valid and enforceable** as applicable at the time of execution of this Agreement.

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### **34. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allotees must make any payment **in common with other Allotees(s) in the Project**, the same shall be in proportion to the carpet area of the **[Flats/Shops/Offices]** relative to the total carpet area of all the **[Flats/Shops/Offices]** in the Project.

### **35. FURTHER ASSURANCES**

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

### **36. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office or at any other place mutually agreed upon by the Promoter and the Allotees. **After the Agreement is duly executed by both the Allotees and the Promoter, it shall be registered at the office of the Sub-Registrar.** Hence, this Agreement shall be deemed to have been executed at [Location].

**37.** The Allotees and/or the Promoter shall present this Agreement, as well as the conveyance/assignment of lease, at the proper registration office **within the time limit prescribed under the Registration Act.** The Promoter shall attend such office and admit the execution thereof.

**38.** All notices to be served on the Allotees and the Promoter, as contemplated by this Agreement, shall be deemed to have been duly served if sent to the Allotees or the Promoter by **Registered Post A.D., notified Email ID, or Under Certificate of Posting** at their respective addresses specified below.

**1. MR. PAWAN NIVARTI BIRADAR**

**2. MRS. RESHMA**

**R/at: FLAT NO.8, PANTNAGAR COLONY NO. 1, SAI KRUPA,  
CHIKHALI, PO: RUPEENAGAR, DIST: PUNE-411062**

**Notified Email ID: Pawanbirajdar87@gmail.com**

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**M/S. Kalpdeep Promoters and Builders**

Having Its Office at: Flat No A-204 Prathamayash Vrindawan,  
2<sup>nd</sup> floor, Alandi Pune road, Chovisawadi, Charholi Bk, Tal:Haveli, Dist.  
Pune 412105.

Notified Email ID: [kalpdeepgroups1717@gmail.com](mailto:kalpdeepgroups1717@gmail.com)

It shall be the duty of the Allotees and the Promoter to inform each other of any change in address **subsequent to the execution of this Agreement** via **Registered Post**. Failing this, all communications and letters sent to the above addresses shall be deemed to have been received by the Promoter or the Allotees, as the case may be.

**39. JOINT ALLOTEESS**

In the case of joint allottees, all communications shall be sent by the Promoter to the allottee whose name appears first in the Agreement, at the address provided by him/her. Such communication shall be deemed to be properly served on all the allottees.

**40. STAMP DUTY AND REGISTRATION: -**

The charges towards stamp duty and registration of this Agreement shall be borne by the Allottees.

**41. DISPUTE RESOLUTION: -**

Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the matter shall be referred to the competent authority as per the provisions of **the Real Estate (Regulation and Development) Act, 2016**, along with the Rules and Regulations thereunder.

**42. GOVERNING LAW:**

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India, as applicable at the time. The Real Estate Regulatory Authority shall have jurisdiction over matters related to this Agreement

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**43. OUTGOINGS EXCLUSIVELY PAYABLE BY FLAT OWNERS OF EACH BUILDING:**

1. The expenses for maintenance, redecoration, and upkeep of the main structure, including but not limited to the terrace, gutters, rainwater pipes, water pipes, and electric wires in, under, or upon the building, which are enjoyed or used by the PURCHASER in common with other occupiers of the premises/garages. This also includes the main entrances, passages, landings, staircases, lifts/elevators, boundary walls, compounds, and terraces.
2. The costs associated with cleaning and lighting the passages, landings, staircases, lifts/elevators, and other common areas of the building used by the PURCHASER.
3. The costs of decorating and maintaining the exterior of the building.
4. The salaries of sweepers, lift operators, pump operators, and other staff working exclusively for the building.
5. The costs related to the operation, maintenance, and repair of water pumps, lifts/elevators, lights, and other service charges.
6. Municipal and other taxes, charges, rates, cesses, etc.
7. The insurance of the building.
8. The cost of the water meter and/or any deposit for water.
9. Any other expenses necessary or incidental to the maintenance and upkeep of the building or buildings.

**44. OUTGOINGS PAYABLE BY HOLDERS OF ALL THE PREMISES, VIZ. OWNERS OF FLATS IN COMMON:**

1. Salaries of clerks, bill collectors, chowkidars, sweepers, pump operators, etc., who are employed for maintaining the entire complex and all common amenities.
2. Costs related to the operation, maintenance, and repair of water pumps, lights, and service charges, including garbage collection, as well as the cost of maintenance, repairs, and replacement of pick-up vans for garbage collection and other common expenses.
3. Insurance of buildings and structures of a common nature, such as watchman cabins, substations for electric supply, compound walls, etc., along with other services and conveniences provided for the common benefit of the entire complex.
4. Cost of maintenance of the clubhouse, common gardens, internal roads, streetlights, and all other common amenities.

5. Any other expenses necessary or incidental for the maintenance and upkeep of the buildings, structures, common amenities, conveniences, and services provided for the benefit of all premises holders in the entire complex.
6. Sinking fund contributions as may be required under the applicable laws.

All levies, stamp duty, and registration fees in respect of this Agreement, conveyance, or any other document required to be executed concerning the said Flat/Shop/Office and/or the transaction under this Agreement shall be entirely borne and paid by the Allottees.

## SCHEDULE OF THE PROPERTY

## SCHEDULE I

**A]** Survey No. 495, Hissa No. 6 (Old Survey No. 940/6), land admeasuring **00 H. 45 R** + Pot Kharaba admeasuring **02 R**, total area admeasuring **00 H. 47 R** as per the owner's 7/12 extract. The land admeasures a total of **00 H. 18 R**, i.e., **1,800 Sq. Mtrs.**, situated at Village Charholi Budruk, Taluka Haveli, District Pune, lying and situated within the Registration District of Pune, the Registration Sub-District of Taluka Haveli 1 to 27, the revenue limits of the Tahsil Haveli, and within the jurisdiction of the Pimpri Chinchwad Municipal Corporation, Pune.

On or towards East : 18 D.P. Road.

On or towards South : By Property Bhikuji Dasharath Kalje

On or towards West : By Property Prakash Kalje

On or towards North : 18 mtrs wide D.P. Road.

## SCHEDULE-2

**(DESCRIPTION OF THE FLAT/SHOP)**

All that

|                       |                                                    |
|-----------------------|----------------------------------------------------|
| <b>Flat</b>           | 304                                                |
| <b>Building/ Wing</b> | Austin Tower Wing -B                               |
| <b>Floor</b>          | 3th FLOOR                                          |
| <b>Area</b>           | 62.42 Sq. Mtrs. (671.89 Sq. Fts.) Carpet area      |
| <b>Parking</b>        | 1 Covered car Parking in said Project Austin Tower |

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SCHEDULE-3

|                                                                                                                                                               |                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Consideration Amount                                                                                                                                          | Rs.43,24,000/-                                                  |
| Stamp Duty and<br>Registration Fees                                                                                                                           | Rs. 3,02,700/-<br>Rs.30,000/-                                   |
| GST                                                                                                                                                           | Rs. 43,240/-                                                    |
| Amount Received Details<br>as under by:-                                                                                                                      | Amount in Rs.                                                   |
| 1) TRANSFER<br><br>DATED:-----/---/2026<br><br>UPI—-----<br><br>2) TRANSFER<br><br>DATED: -----/2026<br><br>UPI—-----                                         | Rs. -----/-                                                     |
|                                                                                                                                                               | Rs. ---/-                                                       |
|                                                                                                                                                               | Rs.-----/- Received as consideration<br>Cost                    |
|                                                                                                                                                               | Rs. 3,32,700/- Received as Stamp Duty<br>and Registration Fees. |
| Then at the time receiving possession of the said Unit the purchaser<br>will have to the Sum of Rs. 3/- per sq. ft as advance against<br>maintenance charges. |                                                                 |

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|                                                                                                              |
|--------------------------------------------------------------------------------------------------------------|
| <p align="center"><b>THE FOURTH SCHEDULE</b></p> <p align="center"><b>(Amenities and Specifications)</b></p> |
|--------------------------------------------------------------------------------------------------------------|

**SPECIFICATIONS FOR CONSTRUCTION OF THE SAID**

**FLAT**

(as enumerated in the sheet attached

THE NATURE EXTENT AND DESCRIPTION OF THE COMMON/  
EXCLUSIVE AREA AND FACILITIES: -

**(A) COMMON AREAS AND FACILITIES:**

1. Internal roads leading from the main road to the buildings.
2. The land on which the flats are located, except such portion/s thereof as are reserved for parking spaces and allotted to any allot/s and/or any portion/s thereof.
3. Main drainage line with septic tank and soak pit.
4. The foundations, columns, girders, beams, supports, main walls, roofs, foyers, corridors, passages, lobbies, stairs, stairways, lifts / elevators, fire escapes and entrances and exits of the flats.
5. The pathways, parking area, common terrace, common gardens, etc., subject to the reservations in favors of the Seller and the Developer and / or their allotted/s.
6. Installation of central services, such as power, water, drainage, solar energy system, garbage collection vans, etc.
7. The water tanks (overhead/ underground), bore-well, submersible pump, pumps, filters, ducts and in general all apparatus and installations of and incidental to the aforesaid and existing for common use.
8. All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.
9. All other amenities that may be provided by the Seller and the Developer for the common benefit of all the allotted/s.

**(B) EXCLUSIVE AREA AND FACILITY:**

1. Terraces Garden area
2. Terraces adjacent to terrace flats

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED AND EXECUTED THIS AGREEMENT TO SELL ON THE DATE AND AT THE PLACE HEREIN BEFORE FIRST MENTIONED.

## PROMOTERS/DEVELOPERS/OWNERS:

|                                                                                                                                                                 |                         |                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------------------------------------------------------------------|
| <p><b>M/S. KALPDEEP PROMOTERS AND BUILDERS, A REGISTERED PARTNERSHIP FIRM, through its Partners, MR. PRADEEP SURESH TAPKIR AND MR. KAILAS VINAYAK TONDE</b></p> |                         |                                                                                       |
| <b>Signature</b>                                                                                                                                                | <b>Thumb Impression</b> | <b>Photo</b>                                                                          |
|                                                                                                                                                                 |                         |  |
|                                                                                                                                                                 |                         |  |

.....**PARTY OF FIRST PART**

FLAT/UNIT PURCHASER/S/ALLOTEES:

|    |                              |                  |       |
|----|------------------------------|------------------|-------|
| 1. | 1. MR. PAWAN NIVARTI BIRADAR |                  |       |
|    | Signature                    | Thumb Impression | Photo |
|    |                              |                  |       |
| 2. | 2. MRS. RESHMA               |                  |       |
|    | Signature                    | Thumb Impression | Photo |
|    |                              |                  |       |

..... PARTY OF SECOND PART

|           |            |
|-----------|------------|
| Witnesses | Signatures |
|           |            |
|           |            |