

**!!SHREE!!**  
**AGREEMENT TO SELL**

MADE AND EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, AT PALI,  
TALUKA SUDHAGAD, DISTRICT RAIGAD, STATE OF  
MAHARASHTRA.

**BY AND BETWEEN**

**1. SHRI KUNAL AVINASH KUMTHEKAR**

Age about 56 years, occupation: business/ agriculture,

Residing at A-1204, Oberoi Woods, Goregaon East, Mumbai 400  
063.

**PAN NO.:**

**2. MRS PADMAJA KUNAL KUMTHEKAR**

Age about 57 years, occupation: business/ agriculture,

Residing at A-1204, Oberoi Woods, Goregaon East, Mumbai 400  
063.

**PAN NO.:**

Hereinafter referred to in the singular as the **“OWNER/ DEVELOPER/  
PROMOTER”**, (Which expression shall unless it be repugnant to the  
context or meaning thereof shall mean and include their legal heirs,  
executors, administrators, business assigns, trustees, transferees etc.)

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

**AND**

NAME:

Age: Years            Occupation:

PAN:

NAME:

Age: Years            Occupation:

PAN:

having address

[Hereinafter for the sake of brevity referred to as **THE PURCHASER/S**, which expression shall, unless repugnant to the context be deemed to include his/ her heirs, executors, administrators and assignees.]

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

**AND**

**KPIN REAL ESTATE VENTURES**

A duly registered partnership firm having its registered offices at A-1204, Oberoi Woods, Goregaon East, Mumbai 400 063, through its partners and duly authorized signatories:

**SHRI KUNAL AVINASH KUMTHEKAR**

Age about 56 years, occupation: business/ agriculture,

Residing at A-1204, Oberoi Woods, Goregaon East, Mumbai 400 063.

**MRS PADMAJA KUNAL KUMTHEKAR**

Age about 57 years, occupation: business/ agriculture,

Residing at A-1204, Oberoi Woods, Goregaon East, Mumbai 400 063.

Hereinafter referred to in the singular as the **“CONSENTING PARTY/ DEVELOPER/ PROMOTER”**, (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its partners, their legal heirs, executors, administrators, business assigns, trustees, transferees etc.)

.....**OF THE THIRD PART**

**WHEREAS:**

- A. **DESCRIPTION OF THE LAND & PROPERTY:** The Owners/ Developers/ Promoters are absolutely seized and possessed of or otherwise well and sufficiently entitled to certain immovable property being non-agricultural land bearing old S. Nos. 64/1 and 64/2/1, present S. Nos. 64/B/1 admeasuring about 40718 square meters, present S. No. 64/B/2 [amenity space - Health Center] admeasuring about 2400 square meters and present S. No. 64/B/3 [area under road widening] admeasuring about 1582 square meters, all together admeasuring about 44700 square meters all situate at Village Pavasalwadi, Taluka Sudhagad, District Raigad, and which properties are described more fully in

Schedule E, F and G written hereinafter; and the properties as described above are collectively, for the sake of brevity, referred to as **'the said Land/ Property'**. The names of the Owners herein are duly mutated in the record of rights, and thereafter the Owners herein have introduced the said lands as the capital of the Consenting Party being a partnership firm, and in which firm the owners as specified above, are the only partners. The Owners/Developer/Promoter own number of land parcels adjacent to as well as in the vicinity of the said Land and together referred to as "Larger Property", and the same is being developed by the Owners/ Developer/ Promoter in a phased manner and sold under the name and style KENISHA RESORT RESIDENCES. KENISHA RESORT RESIDENCES CLUSTER P-Q-R; the subject matter of these presents is registered as per the provisions of the Real Estate (Regulation and Development) Act, 2017, and the Rules and Regulations of 2017 made thereunder; and ; the Certificate of Registration is annexed hereto as Annexure F and the approved layout of plots is annexed hereto as Annexure C-1, the said CLUSTER P-Q-R is marked on the said approved layout Annexure C-1, and the 7/12 Extracts for the subject Larger Property are annexed hereto as Annexure B.

**B. TITLE CERTIFICATE:** The title of the owner/ promoter/ developer is duly verified through their advocate SHRI. CHINMAY VAIDYA, who has issued his opinion dated 25.05.2023 and has certified that the title of the present owner/developer/promoter is clean clear and free from all encumbrance, with ample right of development of the said property, construction thereon, and sale of the constructed units, as well as the entire subject matter property or any part thereof, and the Title Certificate is annexed hereto as Annexure A;

**C. EXCLUSIVE RIGHT TO DEVELOP:** In the circumstances, the Owner/Developer/Promoter has the exclusive right to develop the said Land by construction of Building/s containing Holiday Homes and other permitted structures thereon and to enter into Agreements for Sale of such Resort Residences etc. with prospective purchasers thereof under the provisions of the Transfer of Property Act, or otherwise howsoever to exploit the commercial potentiality of the said Land and to receive and appropriate the sale proceeds thereof, and the Owners/ Promoter/ Developer have been granted the requisite registration of the KENISHA RESORT RESIDENCES CLUSTER Q-P-R under the

provisions of the Real Estate (Regulation and Development) Act, 2017, and the Rules and Regulations of 2017 made thereunder, under Registration No. XXXXXXXXXXXXX;

**D. APPROVAL OF BUILDING PLANS:** Pursuant to the application made in that behalf, the Collector of Raigad, with the due approval of the Deputy Director of Town Planning, Raigad at Alibag, has sanctioned building plans under approval as above, and sanctioned the Building layout, Building Plans and Specifications pertaining to the said Land for the construction of a complex to be known as “**KENISHA RESORT RESIDENCES/**” consisting of buildings containing Holiday Homes/ Units/or any other Structures thereon; (hereinafter referred to as “**the said Project/ Complex/ Layout**”) with such permissible revisions and modifications as may be deemed necessary by the Owner/ Promoter/ Developer, so as to enable the Owner/ Developer to fully utilize the entire potential of the said Land as well as Larger Property in a phased manner, it being further clarified that the present Agreement pertains to the Unit/s out of the KENISHA RESORT RESIDENCES CLUSTER Q-P-R only and only as specified on the said sanctioned plans; it is further clarified that the present Purchaser is concerned at all times with the said Cluster Q-P-R only, and not with the subsequent phases of development, and same being fully disclosed and brought to the knowledge of the Purchaser in compliance with the provisions of RERA or such other law as may be applicable from time to time.

**E. PERMISSION FOR NON-AGRICULTURAL USE:** The Office of Collector of Raigad has permitted N.A. use of the said Land for the purposes of “holiday homes” under the provisions of Section 44 & 18 of the Maharashtra Land Revenue Code, 1966 vide its Order dated 16-05-2023 under reference KRA.M.SHA/L.N.A.1 (B)/S.R.16063/2022, granting permission for construction of Resort & Tourist Homes, and attached hereto as Annexure “C1”. The Owner / Developer / Promoter shall obtain the balance approvals from various authorities from time to time so as to obtain the Building Completion Certificate or Occupancy Certificate of the Said Unit.

The Owner/ Promoter has entered into a standard Agreement with M/s D'Signature, Pune, and Shri Abhijeet Mohite, Alibag, who are registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects, and

the Promoter has appointed The Axis Consultants Pvt. Ltd., Pune, for the preparation of the structural design and drawings of the said buildings, Maitra & Raja as the Chartered Accountants, and the Owner/Developer/Promoter accepts the professional supervision of the said Architects and the said Structural Designer/Engineer till the completion of the project, provided however that the Owner/Developer/Promoter and the Consenting Party, considering the needs and exigencies of the project, reserve the right to change the said Architect and Structural Designer/Engineer at any time before the completion of the Project. and commenced construction of the said Cluster in accordance with the said proposed plans.

F. **PURCHASER AGREES TO ACQUIRE:** The Purchaser/s, after satisfying himself as regards the title of the Owner/Developer/Promoter to the said property, and after inspection of the documents of title and the layout of plots and the building plans so sanctioned by the said authority, with the express understanding that the same pertain only to the first phase, i.e., KENISHA RESORT RESIDENCES CLUSTER Q- P-R, of the larger project, has now agreed to purchase the resort residence/ holiday home as specified in Schedule J written hereinafter [hereinafter for the sake of brevity referred to as the "**said Holiday Home/ resort residence**"], on the terms and conditions as agreed to by and between the parties hereto; the Purchaser/s has/have agreed to acquire a Holiday Home admeasuring \_\_\_\_\_ square meters carpet area as defined under the provisions of the RERA Act, 2017, (equivalent to \_\_\_\_\_ square meters built up area) alongwith -----square. Meters of carpet area of covered terraces/ balconies/ sit outs, if any, together with the exclusive right to use specified open spaces admeasuring \_\_\_\_\_ square meters, appurtenant to the said Holiday Home bearing No.\_\_\_\_\_, to be constructed by the Owner/Developer/Promoter and the Consenting Party on the said Land, at or for the consideration and on the terms and conditions set out hereinafter; the said Resort Residence/ Holiday Home bearing No. \_\_\_\_ is hereinafter referred to for the sake of convenience and brevity as "**the said Unit**" and more particularly described in the Schedule A hereunder written;

G. **INSPECTION OF TITLE DOCUMENTS/ PLANS/ LAYOUTS:** The Purchaser/s has/ have demanded from the Owner/Developer/Promoter and the Owner/Developer/ Promoter

has given inspection to the Purchaser/s of all the documents of title relating to the said Land, the plans, designs and specifications in respect of the said Unit hereby agreed to be sold and of such documents as are or may be required by law, equity and the rules of prudence, and the Purchaser/s is well, sufficiently and truly aware that the development and implementation of the entire project is being carried out in a phased manner, and is further aware that the Owner/Developer/Promoter intend to carry out the development of the Larger Property, and to share all the common facilities, amenity areas, common areas and roads with the purchasers of various units of the future projects on the Larger Property; and with further due disclosure that numerous other structures as may presently not be reflected in the plans of the larger layout are to be constructed in the future.

**H. INDEPENDENT VERIFICATION OF TITLE BY PURCHASER:** The Purchaser/s has/ have, before the execution hereof, had the title of the Owner/Developer/Promoter thereto independently verified through the Legal Counsel/ Advocate of the Purchaser/s and the Purchaser/s has/have satisfied himself/ herself/ themselves that the same is free from all encumbrances, and is clear and marketable.

**I. PAYMENT:** After being satisfied with the Title and Approvals as above, the Purchaser/s herein made an offer to the Promoter herein to purchase the said Unit and with the said intention deposited a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) vide Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank, \_\_\_\_\_ Branch being the part payment out of the lump sum total Sale-price of Rs. \_\_\_\_\_ [Rupees \_\_\_\_ Only] against and in consideration of the said Unit agreed to be sold by the Owner/Developer/Promoter to the Purchaser/s, as an advance payment, the payment and receipt of which advance amount the Owner/Developer/Promoter and the Consenting Party both hereby admit and acknowledge. The Purchaser/s has agreed to pay to the Owner/Developer/Promoter or the Consenting Party, the entire balance of the sale-price in the manner as mentioned in the Schedule C hereunder written, and which payment is deemed to be the essence of these presents;

**J. DOCUMENTS PROVIDED TO THE PURCHASER:** The Schedule A

comprises a description of the subject matter Unit, the Schedule B comprises of a Floor Plan of the s Unit, a copy of the Certificate of Title issued by the Advocate of the Owner/Developer/Promoter marked as Annexure A, a copy of the Extract of the revenue record and specifically the 7/12 Extract of the said Land showing the nature of the title of the Owner/Developer/Promoter herein to the said Land as Annexure B, The Annexure C-1 comprises an authenticated copy of the present approved layout, the Annexure C-2 comprises authenticated copies of the layout as proposed by the Owner / Developer /Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for in the said Phase of the project, the Annexure C 3 comprises of the approved building plans, the Annexure D being authenticated copies of the plans and specifications of the unit agreed to be purchased by the Allottee as approved by the concerned local authority, the Annexure E being the specifications and the amenities of the said Unit, and the Annexure F being the Certificate of Registration under the provisions of the Real Estate (Regulation and Development) Act, 2017, and the Rules and Regulations of 2017 made thereunder.

**NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. PURCHASE AND SALE OF THE HOLIDAY HOME:**

- 1.1. The Purchaser/s has/have agreed to acquire and Owner/Developer/Promoter has agreed to sell the said Unit admeasuring \_\_\_\_\_ square meters carpet area (equivalent to \_\_\_\_\_ square meters built up area) along with -----square meters of carpet area of covered terraces/ balconies/ sit outs, together with the exclusive right to use specified open spaces admeasuring \_\_\_\_\_square meters appurtenant to the said Unit, , for the consideration and on the terms and conditions set out hereinafter, **and which Unit is** more particularly described in the Schedule A hereunder written;
- 1.2. The said Unit agreed to be acquired by the Purchaser/s herein shall be provided with the amenities and shall be built as per the specifications, which are set out in the Schedule D hereunder written.
- 1.3. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos \_\_\_\_ situated at \_\_\_\_\_ Basement and/or stilt

and /or \_\_\_\_podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-.

**2. PURCHASER'S DUE DILIGENCE AND SATISFACTION WITH THE TITLE OF THE OWNER/DEVELOPER/PROMOTER:**

2.1. The Purchaser/s hereby declare/s that before execution of this Agreement, the Owner/Developer/Promoter has made full and complete disclosure and the Purchaser/s has/have taken full and free inspection/disclosure of, inter-alia, the following:

- a) Nature of the title of the Owner/Developer/Promoter to the said Land along with the relevant Documents.
- b) All the plans and specifications sanctioned by the Collector of Raigad and the Deputy Director of Town Planning, Raigad, in respect of the said Complex proposed to be constructed upon the said Land, with the express understanding that the Purchaser shall be concerned with the Phase P-Q-R and with no other.
- c) Nature and particulars of fixtures, fittings, and amenities to be provided in the Unit hereby agreed to be sold.
- d) All the particulars of design and materials to be used in the construction of the said Unit hereby agreed to be sold.
- e) The nature of organization of persons to be constituted of all purchasers of Units in the said Complex as per various phases of development, and to be known as **"KENISHA RESORT RESIDENCES"** and to which title is to be passed as per completion of various phases, to one Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 or such other body as may be deemed fit by the Owner/Developer/Promoter;
- f) The various amounts that are to be paid, inter alia, towards the ground rent, revenue assessment and other taxes and water and electric charges, including water deposit and electricity deposits, maintenance charges, etc., as are applicable for the time being in force, and as may be levied or revised from time to time by the concerned authorities.

**3. ACCEPTANCE OF TITLE OF THE OWNERS:**

The Purchaser/s hereby accept/s and shall always be deemed to have accepted the title of the Owner/Developer/Promoter to the said land and he/she/ they agree/s not to raise any requisition or



objection in respect thereof.

**4. CONSIDERATION**

**4.1. LUMP SUM CONSIDERATION AND EXCLUSIONS:**

As mentioned above, the Owner/Developer/Promoter herein agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Owner/Developer /Promoter the said Unit inclusive of the proportionate price of the common areas and facilities of the said Complex Cluster P -Q-R, specified in the \_\_\_\_ Schedule at or for the mutually agreed lump sum consideration of Rs \_\_\_\_\_ Only) and the Purchaser/s shall make the payment of the same in the name of “**KPIN REAL ESTATE VENTURES**” or such other name as may be specified from time to time by the Owner/ Developer/ Promoter; and the said consideration amount is excluding expenses for stamp duty and registration fees, Service Tax [or by any such other name], GST/ VAT, and ALL other taxes, expenses, etc., and also all the other outgoings as mentioned herein below which will be paid by the Purchaser/s separately as agreed and specified. Further, if there is any additional levy, which becomes due after the date of the Agreement, rate or charge of any kind attributable to the said Property/ the Said Unit as a consequence of Government, Statutory or any other order of the Local Government, Authority, the same if applicable, shall also be paid by Purchaser/s, on the pro rata basis as per the area of the said unit.

**4.2. SCHEDULE OF PAYMENT AND STAGES OF WORK:**

4.2.1. The Purchaser/s has made following payments :

And shall make payment of the said agreed consideration amount to the Owner/Developer/Promoter according to the Schedule of Payments set out in the Schedule C hereunder written. It is clarified admitted and accepted that all common amenities of the larger project implemented in a phased manner shall be completed only and only after the completion of the final phase of the said Project, and shall become available for use of the Purchasers only after such completion of the final phase of development of the entire Project. The Owner/Developer/Promoter shall have a first charge/ lien on the said Unit to the extent of all

amounts receivable by the Owner/Developer/Promoter from the Purchaser/s under the terms hereof. It is hereby clarified that the Owner/Developer/Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Building and of the said Unit itself and the Owner/Developer/Promoter shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work., and to demand from the Purchaser/s the aggregate of the installments towards the balance agreed consideration amount mentioned in the Schedule C hereunder written to be paid on completion of such stages of construction/Items of Work. The Purchaser/s shall make payment of all instalments towards the balance agreed consideration amount to the Owner/Developer/Promoter by Demand Draft or by local Cheques, if the Branch of the Drawer Bank is situated in Mumbai. If the Purchaser/s makes payment of any of such instalments by way of Out-station Cheques, then in such event, the date of payment of the amount represented by such Cheques shall be the date when such amount is credited in the account of the Owner/Developer/Promoter after deducting therefrom the amount of commission charged for clearance of any such Cheques by the Bank to the Owner/Developer/Promoter.

4.2.2. All statutory charges, GST/ VAT, Service tax, stamp duties, registration charges, and other charges and levies as demanded or imposed by the Authorities shall be payable by Purchaser/s from the date of booking/ Application as per demand raised by Owner/Developer/Promoter.

4.2.3. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Owner/Developer/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 Allottee, which shall only be applicable on subsequent payments.

4.2.4. The Owner/Developer/Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the

Allottee by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- 4.2.5. The Promoter shall confirm the final carpet area that has been allotted to the Allottee 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 Owner/Developer/Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified as per the provisions of RERA and the in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand an additional amount from the Allottee 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 Clause 1(a) of this Agreement.
- 4.2.6. The Allottee authorizes the Owner/Developer/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 Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

**4.3. PURCHASER/S TO DEPOSIT SPECIFIED AMOUNTS BEFORE POSSESSION:**

4.3.1. On or before taking possession of the said Unit, the Purchaser/s agree/s to deposit the following amounts with the Owner/Developer/Promoter:

4.3.2. Rs.100,000/- towards the share money, entrance fee, legal and other expenses for formation of the Society/ Association/ Company/ Final Body (hereinafter referred to as “**Ultimate Body**”) and transfer of the specified land and the buildings thereon in favor of such Ultimate Body, Maharashtra State Electricity Board deposit charges, proportionate share of the Purchaser/s of the cost of installation of an electric transformer, and incidental expenses which forms part and parcel of the infrastructure charges, it being clarified that the ownership of the

club house and such other areas appurtenant thereto, and certain specified areas designated for common use or amenities, shall remain with the party of the first part or its nominees or assignees at all relevant times, and the society of purchasers shall have no claim to the same.

4.3.3. Rs.xxxxxxxx, towards advance maintenance.

4.3.4. It is hereby clarified that the amounts mentioned herein in clause 4 are mere estimates made by the Owner/Developer/Promoter and if the proportionate contribution of the Purchaser/s herein exceeds the amounts mentioned above, the Purchaser/s shall be obliged to deposit the additional amounts with the Owner/Developer/Promoter on demand. The said payment shall be made by the Purchaser/s in the name "KPIN REAL ESTATE VENTURES".

4.3.5. The Owner/Developer/Promoter / Consenting Party shall, on or before the execution of the final conveyance or handing over of charge to the proposed society whichever is earlier, provide the detailed accounts of utilization of the said advance maintenance amount received from the purchasers of Units and shall transfer balance amount, if any, from the amounts so collected in such account in the name of the ultimate body formed of all purchasers Units in the said Complex. It is clarified that a maintenance account shall be established for the benefit of the maintenance of the independent phases, and which accounts shall thereafter be merged into a unified common maintenance account for the larger complex, in order to ensure the proper maintenance thereof.

#### 4.4. **PAYMENT TO BE THE ESSENCE OF THE CONTRACT:**

4.4.1. The Purchaser/s hereby agree/s to pay all amounts due and payable under this Agreement on the stipulated dates.

4.4.2. It is hereby expressly agreed that if, for any reason whatsoever, the Purchaser/s fail/s or delay/s to make payment of any of the said dues within a period of fifteen days from the date of receipt of written intimation by the Owner/Developer/Promoter on the dates stipulated therefore, then in that event, the Owner/Developer/Promoter shall have an option to accept interest from the Purchaser/s at such rates as prescribed under the provisions of the Real Estate (Regulation and Development) Act, 2017, and the Rules and Regulations of 2017 made thereunder per annum on such unpaid/delayed amount from the time the same became payable. If the Purchaser/s fails to make

payment of any of the said dues along with interest within a period of thirty days from the date of receipt of written intimation by the Owner/Developer/Promoter on the dates stipulated therefore, then in that event, the Owner/Developer/Promoter shall have an option to terminate these presents.

- 4.4.3. If, the Owner/Developer/Promoter exercises its said option to terminate these presents on the ground mentioned above and do so terminate the same, it shall repay to the Purchaser/s such amounts paid to it (save and except a sum equal to XXX% of the total lump sum consideration, which shall stand forfeited) by the Purchaser/s without interest, within a period of 21 days after the said Unit is re-alloted by the Owner/Developer/Promoter to any other prospective purchaser and the Owner/Developer/Promoter has received the dues from the re-alloted purchaser.
- 4.4.4. In such event, the Purchaser / s shall only have a money claim simplicitor on the Owner/Developer/Promoters for refund of all such amounts due to the Purchaser / s from the Owner/Developer/Promoter.
- 4.4.5. On such termination, the Owner/Developer/Promoter shall be fully entitled to deal with and dispose of the said Unit in such manner as the Owner/Developer/Promoter deems fit and proper without recourse or reference to the Purchaser/s.
- 4.4.6. The Owner/Developer/Promoter may at its option, condone any delay in such payments and agree to receive the outstanding amounts due to together with interest from the due date of payment until the actual date of payment and levy any penalty as may be permitted under the Real Estate (Regulation and Development) Act, 2017, and the Rules and Regulations of 2017.

**4.5. OWNER/ DEVELOPER PROMOTER NOT BOUND TO DIVULGE ANY INFORMATION:**

- 4.5.1. The Purchaser/s agrees not to seek from the Owner/Developer/Promoter information such as accounting records, cost estimates, financial data, marketing strategies, pricing mechanism and any other similar information and the Owner/Developer/Promoter shall not divulge such sensitive information to the Purchaser/s, subject at all times to the making of such disclosures as may be required under the provisions of the Real Estate (Regulation and Development) Act, 2017, and the Rules and Regulations of 2017 made thereunder.
- 4.5.2. The Purchaser/s states that prior to the execution of these presents all disclosures as required under the Real Estate

(Regulation and Development) Act, 2017, and the Rules and Regulations of 2017 have been made by the Owner/ Developer/ Promoter, and she/ he has taken independent legal advice regarding the same, and only after such satisfaction has entered into this agreement.

4.5.3. The Purchaser/s hereby agrees that he will not seek any information about the transactions relating to any other third party Purchaser/s who has agreed to purchase any unit(s) or any other property in the Project and the Owner/Developer/Promoter shall not divulge any such information relating to any such third party Purchaser/s.

4.5.4. Further, if the Purchaser/s fail/s to comply with or contravenes the provisions of this agreement, he/she/they shall be liable to actions available to the Owners/Developer/Promoter under the applicable law;

#### **4.6. CANCELLATION AND REFUND OF AMOUNTS PAID:**

4.6.1. The Purchaser/s has been expressly made aware by the Owner/Developer/Promoter of the fact that the Owner/Developer/Promoter has made and will be required to make a substantial investment in the Project to be implemented on the said Land and for due completion thereof and that relying, inter-alia, on the assumption that the Purchaser/s herein and the other purchasers of Holiday Homes/ Units in the said Complex will make payment of the installments towards the balance purchase price of their respective Holiday homes/ Units at the times stipulated for payment therefore, the Owner/Developer/Promoters has undertaken statutory and contractual liabilities towards the Purchaser/s herein and the purchasers of other Holiday homes/ Units in the said Complex.

4.6.2. The Purchaser/s has been fully made aware of the fact that if the Purchaser/s herein seeks to rescind the proposed purchase of the said Unit (except on account of any undue delay on the part of the Owner/Developer/Promoter in completing the said Unit), such rescission shall adversely affect the said Project being implemented by the Owner/Developer/Promoter on the said Land as a whole.

4.6.3. Keeping the above facts and circumstances in mind, it has been agreed by and between the Owner/Developer/Promoter and the Purchaser/s that in the event of the Purchaser/s not being desirous of purchasing the said Unit and, as a consequence, the Purchaser/s seeking to rescind these presents, the

Owner/Developer/Promoter shall refund without interest all payments made by the Purchaser/s to the Owner/Developer/Promoter under the terms hereof after deducting there from the said sum equivalent to 7.5% of the entire lump sum agreed consideration shall stand forfeited. Further, the Owner/Developer/Promoter shall be liable to make such refund only after the Owner/Developer/Promoter has re-sold the said Unit and after the Owner/Developer/Promoter has received monies due from any such new prospective purchaser of the said Unit.

4.6.4. In the circumstances contemplated above, on the Purchaser/s intimating to the Owner/Developer/Promoter that the Purchaser/s is desirous of rescinding this Agreement, this Agreement shall be deemed to stand cancelled by mutual consent of the parties hereto on and from the date the Owner/Developer/Promoter receives such written intimation from the Purchaser/s. The Purchaser/s shall have a money claim on the Owner/ Developer/ Promoter to the extent of the amount to be refunded under the terms hereof by the Owner/Developer/Promoter to the Purchaser/s, and shall have no subsisting charge or claim to the said unit/ holiday home, and the Owner/ Developer/ Promoter shall be liable to refund any amount payable hereinunder only and only on the Purchaser/s executing, at the discretion of the Owner/ Promoter/ Developer an appropriate document evincing such cancellation.

4.6.5. In the event of cancellation of Agreement as aforesaid, Owner/Developer/Promoter shall be entitled to file declaration with respect to termination and cancelation of the Agreement, before the Sub Registrar of Assurances, and to execute and register such unilateral documents in order to evince such cancellation, without prejudice to the rights to enforce attendance of the Purchaser/s before the concerned authorities, and to consequently withhold payments of any amounts due or payable under these presents.

## 5. **POSSESSION:**

### 5.1. **TIME PERIOD FOR POSSESSION:**

The possession of the said Unit agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Owner/Developer/Promoter to the Purchaser/s complete in all respects by 30<sup>th</sup> June 2025 provided that the Purchaser/s shall

have made payment of the entire dues under these presents, inter alia towards the purchase price of the said Unit and other charges as agreed upon & mentioned herein without delay at the times stipulated for payment thereof.

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.

5.2. **PURCHASER TO TAKE POSSESSION:**

The Purchaser/s shall take possession of the said Unit within fifteen days of the Owner/Developer/Promoter giving written notice to the Purchaser/s intimating that the said Unit is ready for use and occupation and in that behalf comply with all necessary legal formalities. It is clarified that Owner/Developer/Promoter shall send its intimation regarding the handing over of the possession to Purchaser/s at his/her address as mentioned in the recitals hereinabove unless modified/altered by way of intimation to Owner/Developer/Promoter regarding the change of address duly sent by registered A.D. letter and/or personal receipt of letter at the office of Owner/Developer/Promoter mentioned herein.

5.3. **PURCHASER WILL SATISFY HIMSELF:**

Purchaser /s shall fully satisfy himself/herself/ itself/themselves with regard to the plumbing, electric, sanitary, water fixtures and fittings, locking devices, doors, windows, glass, tiles and other items in the said Unit and acknowledge in writing to that effect to the Owner/Developer/ Promoter and the Purchaser/s shall not at any time thereafter raise any dispute, objection or contention whatsoever in that behalf.

5.4. **FAILURE TO TAKE POSSESSION:**

In the event of failure on the part of the Purchaser/s to pay all amounts due under these presents and take possession of the said Unit, without any reasonable cause, the Owner/Developer/Promoter shall be entitled, without prejudice to any other remedy available under this Agreement or enactment, and after giving a prior notice of 30 (thirty) days to remedy the defect, to terminate this Agreement and to sell the said Unit to



any other person entirely at the risk of the Purchaser/s as to the cost and consequences thereof.

5.5. **PAYMENT OF TAXES AT THE TIME OF POSSESSION, IF ANY:**

5.5.1. The Purchaser/s hereby agree/s that they shall be responsible and liable to pay both GST/ VAT (under Maharashtra Value Added Tax Act) and Service Tax as may be applicable on transfer and sale of the said Unit by Owner/Developer/ Promoter to Purchaser/s. Purchaser/s would also be liable to pay interest/ penalty/ loss incurred to Owner/Developer/ Promoter on account of Purchaser/s' failure and/ or delay to pay GST/ VAT/Service Tax and/or such other levies, statutory charges etc. within 7(seven) days of being called upon by Owner/Developer/ Promoter.

5.5.2. The Purchaser/s further agree/s that they shall be liable to pay any duties, taxes, levies, statutory charges imposed by appropriate authorities applicable to transfer and sale of the said Unit with retrospective effect, and if any recovery proceedings in consequence thereof are initiated.

5.5.3. In addition to the above, Purchaser/s further agree/s to pay Goods and Services Tax (GST) upon effective introduction of GST in India in lieu of VAT and Service Tax by the Government of India as may be applicable on the transaction of transfer and sale of the said Unit by Owner/Developer/ Promoter to Purchaser/s.

5.6. **DELAY IN HANDING OVER POSSESSION BY OWNER/ DEVELOPER/ PROMOTER/ CONSENTING PARTY:**

5.6.1. It is agreed between the parties hereto that if the Owner/Developer/Promoter fails to give possession of the said Unit in accordance with the terms of this Agreement within the stipulated period as mentioned in Clause **5(a)** hereinabove or within further mutually agreed period and a period of three months thereafter, or if, the Owner/Developer/Promoter and/or its Agents for reasons beyond its control, are unable to give possession of the said Unit by the said date and after a period of three months if those reasons still exist, then in such case, Owner/Developer/ Promoter shall, without prejudice to its rights reserved hereunder, be liable on demand of the Purchaser/s to refund the amounts already received by it in respect of the said Unit from the Purchaser/s with interest thereon at such rates as

prescribed under the provisions of the Real Estate (Regulation and Development) Act, 2017, and the Rules and Regulations of 2017 made thereunder from the date it received the same till the date the amounts and interest thereon is refunded to the Purchaser/s. Provided that the Owner/Developer/Promoter shall be entitled to reasonable extension of time for giving delivery of the said Unit on the aforesaid date, if the completion of the said Unit is delayed on account of:

- a) War, Civil commotion or Act of God.
- b) Any notice, order, rule, notification of Government and/or Municipal or other public or competent authority which prevents the Promoters from carrying out with the work of development and construction on the said Land.

6. **MAINTENANCE OF THE UNIT AND COMPLEX:**

**6.1. PURCHASER/S TO PAY OUT GOINGS:**

6.1.1. Commencing the week after Notice in writing is given by the Owner/Developer/Promoter or the Consenting Party to the Purchaser/s that the said Unit is ready for use and occupation and intimation of the same is received by the Purchaser/s from the Owner/Developer/Promoter or the Consenting party, the Purchaser/s hereby agree/s and bind/s himself/herself/themselves to be liable to pay to the Owner/Developer/Promoter/Consenting Party, its Agencies regularly and punctually the proportionate share as may be determined by the Owner/Developer/Promoter of all outgoings and expenses in respect of the said Unit and the said Land & the said Buildings standing thereon including all the government rates, taxes, charges, collector's bill, common electricity & water charges, insurance of common facilities/installations, bills of security services, wages for watchmen, sweepers, electricians, plumbers, sanitation, sinking fund, infrastructure maintenance and development fund, etc., more particularly mentioned in the Schedule E mentioned herein and all other outgoings and expenses of and incidental to the management and maintenance of the said Land & the said Buildings standing thereon and other amounts to be paid by the Purchaser/s to the Owner/Developer/Promoter under this Agreement and the Purchaser/s shall not withhold any such payment to the Owner/Developer/Promoter. Advance Maintenance Amount collected at the time of execution of these presents and or at the time of delivery of possession will be utilized towards expenses

including but not restricted to the expenses identified above & those mentioned in Schedule E with effect from April 1<sup>st</sup> 2024. The Owner/Developer/Promoter in its absolute discretion if so desires, shall be entitled to entrust the management of the said Land and the said Complex to a third party agency or to an Ad-Hoc Committee of the Unit purchasers or any Outside Maintenance & Management Agency/Entity for looking after maintenance and management thereof only including collection and disbursement of contributions from the Purchasers of Units in the said Complex towards payment of outgoing and expenses referred to herein, then in such event, the Owner/Developer/Promoter shall not be under any obligation or liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment therefore or any matter concerning maintenance or management of the said land and liabilities in that behalf shall be that of the Ad hoc Committee of the purchasers. In the event of the management being entrusted as provided hereinabove, the right so granted to the Ad- hoc Committee or Maintenance & Management Agency/Entity shall extend only to manage the said Land and the said Complex standing thereon and the common areas thereof etc. and pay the outgoings. The entrustment of the management as aforesaid shall not affect the rights of the Owner/Developer/Promoter provided under this Agreement, nor shall such an act on the part of the Owner/Developer/Promoter be deemed be a waiver of the rights of the Owner/Developer/Promoter under this Agreement.

6.2. The Purchaser/s shall from 01-04-2024 be required to contribute towards the maintenance and upkeep of the common areas as per contribution then decided by the Owner/Developer/Promoter or the Agency so appointed by Owner/Developer/Promoter or the Ultimate Body. This shall not in any manner affect the rights of the Owner/ Developer/ Promoter to utilize the amounts paid by way of advance maintenance in accordance with these presents.

6.2.1. Advance Maintenance Amount collected at the time of execution of these presents or at the time of delivery of possession will be utilised towards expenses including expenses identified above & those mentioned in Schedule E with effect from April 1<sup>st</sup> 2024.

6.2.2. The balance amount as may remain will then be transferred to Ultimate Body, at the time of execution of the final conveyance.

6.2.3. In the event of the advance maintenance amount mentioned in this clause being found at any time to be insufficient for defraying costs of maintenance, repair and upkeep of the Common Areas and Facilities of the said Complex, then the Purchaser/s herein and all other unit Purchaser/s shall be obliged to make further contribution towards the same.

6.2.4. The Purchaser/s shall pay, as and when demanded, the maintenance charges including security deposit for providing, maintaining and up-keeping of the Complex and other deposits and charges for the various services therein, as may be determined by Owner/Developer/Promoter or ultimate body, as the case may be.

6.2.5. The Purchaser/s shall be liable to make payment of interest at such rates as prescribed under the provisions of the Real Estate (Regulation and Development) Act, 2017, and the Rules and Regulations of 2017 made thereunder on any such contributions liable to be made by him/her/them from the date the same became payable up to payment thereof. If, on account of failure on the part of the Purchaser/s and purchasers of any Units to pay such proportionate share or the deposit, any concerned authorities take any action for recovery of the same, the Owner/Developer/Promoter shall not be liable or responsible for any loss or damage which may be suffered by the Purchaser/s on account of the said action. In the event of default being committed by the Purchaser/s herein or any of the purchasers of any other Units in the said Complex, the Owner/Developer/Promoter shall not be bound to pay the outgoings for and on behalf of such defaulting person and in the event of any essential supply being disconnected, it shall be the responsibility of the Purchasers together who shall be deemed to be Managers. The Purchaser/s agree/s and understand/s that the right of entrance to the said Complex shall be subject to the payment of the maintenance charges and performance of all the covenants of these presents or as may be imposed by Owner/Developer/Promoter or ultimate body or the Maintenance Agency appointed by Owner/Developer/Promoter or ultimate body from time to time and Owner/Developer/Promoter or ultimate body on its sole discretion can disconnect any or all the services and connections if maintenance and/or consumption/usage charges are not forthcoming.

7. Without prejudice to the right of the Owner/Developer/Promoter to charge interest in terms of above, on the Purchaser committing

default in payment on due date of any amount due and payable by the Purchaser to the Owner/Developer/Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, the Owner/Developer/Promoter shall at his own option, may terminate this Agreement:

Provided that, Owner/Developer/Promoter shall give notice of fifteen days in writing to the Purchaser , by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Owner/Developer/Promoter within the period of notice then at the end of such notice period, Owner/Developer/Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Owner/Developer/Promoter shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Owner/Developer/Promoter within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Owner/Developer/Promoter.

- 7.1. The Purchaser/s shall indemnify and keep indemnified the Owner/Developer/Promoter against the aforesaid taxes and other payments and expenses.

**7.2. RIGHT OF ENTRY IN THE SAID UNIT:**

After the possession, Purchaser/s shall permit Owner/Developer/Promoter and its surveyors and agents with or without workmen and others at all reasonable times with a prior

permission to enter into and upon the said Unit or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the said Project and for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience in the said Project and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case Purchaser/s has/have failed to effect repairs despite dispatch of notice of one week contemplated above and Owner/Developer/Promoter is constrained to effect repairs at its cost, in that event such cost shall be recovered from Purchaser/s. However, in case of exigency situations like fire, short circuits, leakages etc. Purchaser/s authorize/s Owner/Developer/Promoter to break open the doors/windows of the said Unit and enter into the said Unit to prevent any further damage to the other Units / Complex.

**7.3. INTERNAL MAINTENANCE OF THE SAID UNIT:**

The scavenging of Common Areas will be carried out by Owner/Developer/Promoter/Maintenance Agency but that inside the said Unit will be carried out by Purchaser/s.

**7.4. OWNER/ CONSENTING PARTY NOT LIABLE TO PAY MAINTENANCE CHARGES FOR UNOCCUPIED UNITS:**

The Owner/Developer/Promoter shall not be liable to share any maintenance charges, electricity charges and water charges in respect of unsold Holiday Homes/Units so long as the same are vacant and unoccupied till December 2025.

**8. THE OWNER/DEVELOPER/PROMOTER AND CONSENTING PARTY DECLARE:**

8.1. The Owner/Developer/Promoter hereby represents and warrants to the Allottee as follows:

- i. The Owner/Developer/Promoter has clear and marketable title with respect to the project land as declared in the Title report and annexed to the agreement and as the

- requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Owner/Developer/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
  - iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
  - iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
  - v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
  - vi. The Owner/Developer/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
  - vii. The Owner/Developer/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Resort Residence/ Holiday Home ] which will, in any manner, affect the rights of Allottee under this Agreement;
  - viii. The Owner/Developer/Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [ Resort Residence/ Holiday Home]to the Allottee in the manner contemplated in this Agreement;
  - ix. At the time of execution of the conveyance deed of the structure to the association of allottees the

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

8.2. **CONSTRUCTION AS PER APPROVED PLANS:**

The said Complex to be constructed by the Owner/Developer/Promoter on the said Land shall be constructed by the Owner/Developer/Promoter in accordance with the plans and specifications sanctioned by the Collector of Raigad and which the Purchaser/s has/have seen and approved, and as may be revised by the Owner/ Developer/ Promoter from time to time, as per the requirement of phased development.

8.3. **UNDERSTANDING AS REGARDS THE AREA AND VARIATIONS THEREIN:**

The carpet area of the said Unit not inclusive of the exclusive right to use the appurtenant areas as specified herein, shall be\_\_\_\_\_ square meters equivalent to \_\_\_\_\_ square meters built up area(subject to the variation of 3%) as per the copy of the sanctioned Plan of the said Complex known as “KENISHA RESORT RESIDENCES”. The exclusive right of user of the appurtenant adjacent areas as specified in the plan annexed hereto has been granted “ex-gratia” by the Owner/Developer/Promoter to the Purchaser/s.



8.4. **FORMATION OF FINAL BODY OF PURCHASERS:**

The Owner/Developer/Promoter shall within the period of 36 months from the completion of the last phase of the said Complex in all respects shall form a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 such other body as may be deemed fit by the owners/promoters and Owner/Developer/Promoter of which all the purchasers of Holiday Homes/Units in the said Complex being constructed on the said land shall be admitted as members. It is clarified that the Owner/ Promoter/ Developer shall be at liberty to form a cooperative society earlier, and to transfer or convey the completed phases of the Larger Project to such society in compliance with the RERA Act, 2017.

8.5. **DEFECTS LIABILITY PERIOD:**

The Defects Liability period shall mean a period of 5 years commencing from the date of completion of the said Unit from the competent authority. During this Defects Liability Period the Owner/Developer/Promoter shall be responsible to rectify any structural construction defects arising out of defective workmanship. Any damages to the said Unit arising from War, Act of God, riots, civil commotion, theft or fire, or due to normal wear and tear arising out of usage, or caused by the Purchaser/s shall be outside the scope of defects to be rectified during this Defects Liability Period. The Owner/Developer/Promoter shall not be responsible for any defect in the building noticed after this Defect Liability Period.

9. **OWNER/ DEVELOPER/ PROMOTER AND CONSENTING PARTY TO BE ENTITLED TO:**

The Purchaser/s admits having taken inspection of all the documents required to be given by the Owner/Developer/Promoter under any applicable law, rules or equity and prudence. The Purchaser/s hereby agree/s and confirm/s that the Owner/Developer/Promoter shall be entitled to exercise the powers and authorities set out below as if the Purchaser/s had given written prior consent/permission to the Owner/Developer/Promoter as required under the any provisions of the applicable law or in equity. The Purchaser/s hereby

confer/s upon the Owner/Developer/Promoters the right and authority for the purposes set out herein below: -

**9.1. EXCLUSIVE RIGHTS TO ENTIRE BALANCE FSI/ FAR/ TDR:**

The Owner/Developer/Promoter shall be exclusively entitled to consume such F.S.I/ F.A.R. as may be available in respect of the said land or any part thereof or consume F.S.I/ F.A.R. which may be procured by the Owner/Developer/Promoter by way of Transfer of Development Rights ("TDR") or otherwise on the said land at present or in future and for the purpose of consuming such balance and/or additional F.S.I/ F.A.R. to construct extensions and/or additional structures/ floors as the Owner/Developer/Promoter may think fit and proper, and such rights shall subsist at all times even after execution of the final conveyance as envisaged herein, and the Purchaser/s as well and any association shall afford all possible cooperation for the consumption of the said FSI/ FAR/ TDR by way of additional construction. It being clarified that the existing balance or proposed additional FAR/ FSI/ TDR and the manner of consumption is well and sufficiently defined and identified for all purposes, and the Purchaser/s expressly waives the right to raise any objections to the same on any ground, inter alia that of light air ventilation view etc.

**9.2. RIGHT TO UTILISE AND SELL BALANCE FSI/ FAR/ TDR:**

After consuming such balance and/or additional F.S.I./F.A.R. by constructing extensions and/or additional floor/s containing Units, without in any manner altering the unit so agreed to be sold, the Owner/Developer/Promoter shall be entitled to sell such Units for such permissible user as the Owner/Developer/Promoter may think fit and proper to any person or persons for such consideration as the Owner/Developer/Promoter may in its absolute discretion deem fit.

**9.3. EXCLUSIVE RIGHTS TO SPECIAL FUTURE CONCESSIONS AS REGARDS FAR/ FSI/ TDR:**

The Owner/Developer/Promoter shall also be entitled to consume additional F.A.R./ FSI/ TDR and/or balance available under Building Rules or by any special concession being granted by the concerned department of the Government of Maharashtra, the

Collector of Raigad or any other authorities including the F.S.I/ F.A.R./ TDR available in lieu of road widening, set back, reservation etc., or against the amenity spaces, as may be purchased in the future.

**9.4. NO RIGHTS TO DEMAND SUB-DIVISION:**

The Purchaser/s of the Unit agreed to be sold hereunder and all the other purchasers of Units in the said Complex to be constructed on the said Land shall not have any right, title, claim or interest in respect of the amenity spaces, open spaces, terraces, parking spaces and common areas of the said Complex and the said Land and the rights of the Purchaser/s are confined only to Unit hereby agreed to be sold, without any right to sub-division of the land thereunder.

**9.5. POSSESSION OF PURCHASER NOT TO EXTINGUISH RIGHTS OF THE OWNER/ PROMOTER/ CONSENTING PARTY:**

Irrespective of the possession of the Unit being given to the Purchaser/s and/or management of the Complex being given to an Ad-Hoc Committee of the Units purchasers, the rights under this Clause and/or under this Agreement reserved for the Owner/Developer/Promoter for exploiting the potentiality of the said Land shall subsist and shall continue to vest in the Owner/Developer/Promoter till the Documents of Transfer are executed as aforesaid and the Owner/Developer/Promoter shall be entitled to execute the Document/s of Transfer reserving such rights in the said Land in favor of the Owner/Developer/Promoter as may be outstanding at the time of execution of the document/s of transfer.

**9.6. CHANGES IN PLANS/ ELEVATION:**

9.6.1. The Owner/Developer/Promoter shall be entitled to make any changes in the elevation of the units to be constructed by it on the said Land as also in the plans and specifications in respect thereof without being required to take the consent of the Purchaser/s provided however that such changes shall not substantially materially affect the internal plan and location of the Unit agreed to be sold hereby.

9.6.2. In the event there is any change in plans, specifications or location due to change of plans, permission, consent etc. as

required by statutory authorities, the same shall be fully binding on the Purchaser /s.

9.6.3.If for any reason(s), Owner/Developer/Promoter is not in a position to allot the said Unit due to revision of the building plans or for any reasons whatsoever beyond the control of Owner/Developer/Promoter, Owner/Developer/Promoter may consider allotment of an alternative unit and in case of failure to do so, Owner/Developer/Promoter shall refund only the amount actually received against consideration, without any interest however subject to deductions of taxes paid by Purchaser/s as per the relevant provision of the relevant Act, and Owner/Developer/Promoter shall not be liable for payment of any compensation on this account whatsoever. Refund of monies paid towards taxes shall be as per the applicable provisions of the scheme opted by Owner/Developer/Promoter on the date of cancellation. Should Purchaser/s not be interested in the alternate allotment then Purchaser/s shall intimate Owner/Developer/Promoter his/ her/ their non-acceptance within thirty (30) days of the dispatch of the intimation from Owner/Developer/Promoter failing which it will be presumed that Purchaser /s has/ have accepted the offer of alternate allotment.

**9.7. DEVELOPMENT OF ADJACENT PROPERTY:**

In the event the Owner/Developer/Promoter is developing any land/and or any portion adjoining to the said Land or in the vicinity of the same, the Owner/Developer/Promoter shall be entitled to lay in the said Land or pass through the said Land any roads, drains, sewers, water & electronic pipeline, other installation, etc for the development of such adjoining land or land in the said vicinity and that Purchaser/s has/ have confirmed that he/ she shall not raise any objection or make any claim any compensation from Owner/ Developer/Promoter account of inconvenience, if any, which may be suffered by him/ her/them due to such developmental/ construction activities or incidental/ related activities. It is agreed by the Purchaser/s that the development, construction and completion of the Property will be in phases due to which there will be construction activities going on the said Properties for which Purchaser/s shall have no objection during possession. Further, some of the amenities and infrastructure may not be available fully till the completion of construction of all phases of the Project. The Purchaser/s further declares that various amenities, inter alia the roads, water supply

and drainage, club house/ recreational areas, will be enjoyed in common with various purchasers of units of the future projects/ phases of development of the Larger Property as disclosed to the Purchaser/s.

**9.8. ACCEPTANCE OF RESERVED RIGHTS:**

The Purchaser/s and/or Society, or Association or Company or the Condominium of Apartment Owners of the purchasers of the Units in the said Complex shall not raise any objection on any ground as regards rights as reserved by the Owner/Developer/Promoter herein.

**9.9. OWNERSHIP AND MANAGEMENT OF AMENITIES SPACE:**

9.9.1. The Owner/Developer/Promoter shall always have all the rights on the Amenity spaces and all common areas, which will be utilized by the Owner/ Developer/ Promoter to develop a Club with a swimming pool, Gymnasium and other amenities subject to the permission/ sanctions from the statutory bodies for the purpose of social activities, and the rights of the Purchaser/s shall be restricted to rights of membership subject to the terms and conditions for the grant thereof.

9.9.2. It is agreed hereby that the Purchaser/s shall be entitled to membership of the Club for 20 years from the date of allotment along with specified other members of the Purchaser's family upon payment of all dues to the Owner/Developer/Promoter under this Agreement and monthly maintenance charges, on the separate terms and conditions for use and enjoyment of the same as may be formulated for the same from time to time, without any claim in ownership or easementary right or undivided share therein, the same being a right dependent upon compliance with a proposed future contract between the concerned parties.

9.9.3. The Owner/Developer/Promoter shall offer the Club facility to the Purchaser/s of the Adjacent properties developed by Owner/Promoter/Developer as well as to other persons who are not purchasers.

9.9.4. It is agreed hereby that further to membership of the Club, the Purchaser/s shall not be required to pay the annual maintenance charges of the Club facilities upto March 31<sup>st</sup> 2020. Such no maintenance period shall be allowed only and only if the Purchaser/s has paid all other dues to the Owner/Developer/Promoter under this agreement. After the expiry

of aforesaid period the Purchaser/s shall be liable to pay all such other charges as may be stipulated by Owner/Developer/Promoter from time to time. It is also clarified that the membership to Club will be available to the specified members of the Purchaser's family and no other person shall join Purchaser/s without prior permission of Owner/Developer/Promoter or Maintenance Agency. Entry to Club will be allowed and the facilities will be used on terms and conditions as may be stipulated by Owner/Developer/Promoter or Maintenance/ Operating Agency from time to time.

9.9.5. The Club area/s, landscaped garden and all other open areas and other facilities and utilities as may be provided by Owner/Developer/Promoter in the Project shall be managed by Owner/Developer/Promoter or its nominee(s). Purchaser/s shall not interfere in the same. In all eventualities the ownership of the landscaped garden and Club its building, etc. and rights in the land underneath shall continue to vest in Owner/Developer/Promoter irrespective of the fact that its management is with Owner/Developer/Promoter and/ or nominee(s) of Owner/Developer/Promoter or a third party appointed for the purpose. Purchaser/s shall be entitled to have access to Club and landscaped garden as per Owner/Developer/Promoter rules and regulations subject to availability and on payment of such charges as may be fixed by Owner/Developer/Promoter from time to time.

9.9.6. The Owner/ Developer/Promoter will use Club for parties, get-togethers, business meets etc. for which Owner/ Developer/Promoter will be entitled to collect property usage charges. The same facility may be made available to the occupants subject to the availability and on payment of such charges as may be determined by Owner/ Developer/Promoter or its nominee. The Owner/ Developer/Promoter, relying on this specific undertaking of Purchaser/s in the Agreement, has agreed to allot the said Unit and said undertaking shall survive throughout the occupancy of the said Unit by Purchaser/s or his/ her legal representatives, successors, administrators, executors, assigns etc.

9.10. **RIGHT TO MORTGAGE:**

9.10.1. The Purchaser/s hereby irrevocably gives his/her/their consent to the Owner/Developer/Promoter and authorize the

Owner/Developer/Promoter for raising any finance by way of mortgage of the said Land or building or any portion thereof if, as and when so deemed necessary by the Owner/Developer/Promoter, subject to no fresh charge being created on the subject matter unit by the Owner/ Developer/ Promoter, after the execution of these presents.

9.10.2. It is made clear by Owner/Developer/Promoter and agreed by Purchaser/s that all the rights including the ownership thereof of land(s), facilities and amenities, areas under stilts and roof top (other than those within the said Building and the land beneath the footprint of the said Building only), shall vest solely with Owner/Developer/Promoter and Owner/Developer/Promoter shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi government, any other authority, body, any person, institution, trust and/ or any local body(ies) which Owner/Developer/Promoter may deem fit in its sole discretion.

9.10.3. The Owner/Developer/Promoter shall not mortgage or create a charge after the Owner/Developer/Promoter executes this Agreement he shall not mortgage or create a charge on the Said Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take the Said Unit.

#### 9.11. **TRANSFER OF PROPERTY**

The Owner/Developer/Promoter reserves its right to transfer ownership of the Project in whole or in parts to any other entity, such as Partnership Firm, Body Corporate(s) whether incorporated or not, Association or Agency etc. by way of sale/disposal or any other arrangement, as may be decided by Owner/Developer/Promoter in its sole discretion, subject to such prior permissions as may be required from the concerned Authority, without any intimation, written or otherwise to Purchaser/s and Purchaser/s agrees that they shall not raise any objection in this regard, and such transfer shall be effected in compliance with the provisions of the RERA Act, 2017.

**9.12. ABANDONMENT**

9.12.1. In case Owner/Developer/Promoter is forced to abandon the Project due to Force Majeure reasons, then Owner/Developer/Promoter shall be liable to refund the amount paid by Purchaser/s without any interest or compensation within six months from the happening of such eventuality. In consequences of Owner/Developer/Promoter abandoning the scheme, Owner/Developer/Promoter's liability shall be limited to the refund of the amount paid by Purchaser/s without any interest or compensation, whatsoever.

9.12.2. Due to any operation of law or any statutory order or otherwise as may be decided by Owner/Developer/Promoter, if a portion of the present Phase or the entire scheme or the entire scheme is discontinued or truncated, then Purchaser/s, if affected by such discontinuation or truncation will have no right of compensation from Owner/Developer/Promoter.

9.12.3. The Owner/Developer/Promoter will, however, refund all the money received from Purchaser/s without any interest however, subject to deductions of taxes paid by Purchaser/s as per the relevant provision of the relevant Act on the date of discontinuation of the scheme.

**9.13. LIEN AND CHARGE**

The Owner/ Developer/Promoter shall have the first lien and charge on the said Unit for all its dues and other sums payable by Purchaser/s to Owner/ Developer/Promoter.

**9.14. TELECOMMUNICATIONS**

It is agreed between the Parties that to ensure uniformity and minimal interference with structures, ducting, internal cabling etc. in the said Project, it is agreed that Owner/Developer/Promoter shall regulate the entry of telecom agency/services in the said Project.

**9.15. OTHERS**

9.15.1. In case during the course of construction and/or after the completion of the said Project, further construction on any portion of vacant land or building or terrace becomes possible, Owner/Developer/Promoter shall have the exclusive right to take



up or complete such further construction. In such a situation, the proportionate share of Purchaser/s in said Property and/or in the Common Areas and facilities shall stand varied accordingly. Purchaser/s has no objection and they have given their consent to such construction by Owner/Developer/Promoter.

9.15.2. In the event of paucity or non-availability of any material Owner/Developer/Promoter may use alternative materials/article but of similar good quality. Decision of Owner/Developer/Promoter on such changes shall be final.

9.15.3. The Owner/Developer/Promoter shall be free to construct on the said Land, in such phased manner, at such locations as it may from time to time decide, any additional structures like substations for electricity or office for management of the said Project and build underground and overhead tanks, structures for watchman cabin, toilet units for domestic servants/watchmen, septic tank, soak pits and other structures the locations of which are not particularly marked or shown in the building plans or layout plans of the said Land and laying through or under or over the said Land or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, water harvesting arrangement, tube well and other devices etc. belonging to or meant for any of the building/s and other structures which are to be developed and constructed by the Owner/Developer/Promoter on the said Land. The Purchaser/s shall not interfere with the said rights of the Owner/Developer/Promoter or obstruct it in the exercise of such rights whether by way of any dispute raised or Court injunctions or prohibitory orders of any tribunal body or authority or under any provisions of law or otherwise howsoever. The Owner/Developer/Promoter shall always be entitled and the Purchaser/s hereby expressly authorizes it to sign on behalf of the Purchaser/s any undertakings and indemnities as may be required by the approving authority or any other State or Central Government or Competent Authorities under any law concerning construction of buildings for implementation of its scheme for development of Kenisha Holiday Homes.

9.16. **UNSOLD UNITS:**

In case the Conveyance is executed in favour of the Ultimate Body before the disposal by the Owner/Developer/Promoter of all the Holiday Homes being constructed on the said Land, then in

such case, the Owner/Developer/Promoter shall join in the Ultimate Body as members holding such unsold Holiday Homes and as and when such Holiday Homes are sold to third party at the discretion of the Owner/Developer/Promoter, the Ultimate Body shall admit as members the Purchasers of such premises without charging any premium, transfer fees, or any other extra payment. It is further declared that the Owner/ Developer/ Promoter shall not be liable to pay any amounts towards maintenance charges on such unsold units.

**9.17. EXCLUSIVE RIGHTS TO SELL OR GRANT PERMISSIONS/ LEASES/ LICENSES:**

The Owner/Developer/Promoter shall be entitled to grant the exclusive right to use, occupy and enjoy all or any of the structures in the entire Complex, including amenity spaces and roads, to be constructed by the Owner/Developer/Promoter on the said Land to one or more of the purchasers of the Units therein, or to any third party. The Owner/Developer/Promoter shall also be entitled to grant such exclusive use, occupation and enjoyment of any parts of the said Land which remain un-built upon to one or more of the Unit purchasers or to any third party, to be used as a garden or sit-out or for any other permissible user. Such open spaces or garden areas the exclusive use, occupation and enjoyment of which have been granted by the Owner/Developer/Promoter as aforesaid shall constitute restricted common areas and facilities. Before execution hereof the Purchaser/s has /have been provided with details of the exclusive right of user of certain terraces/garden/open spaces etc. already granted/agreed to be granted or to be granted by the Owner/Developer/Promoter in the said Complex prior to the date of execution hereof.

**9.18. OWNERS/ CONSENTING PARTY'S RIGHTS TO SELL/ LEASE/ GRANT LICENSE FOR AMENITIES:**

The Owner/Developer/Promoter shall be entitled to grant lease or license of any portion of the said Land to any Government/Semi-Government or Local or Municipal Body or Authority or to the M.S.E.D.C.L or to any Private Party or Parties for setting up any installations for providing services such as club houses, restaurants, spas, recreation centres, electricity,

telecommunication services, dish antennae etc. and the Purchaser/s herein shall not be entitled to raise any objection to such grant of lease or license.

**9.19. SIGNAGE & HOARDING**

It is hereby further expressly agreed that the Owner/Developer/Promoter shall be entitled to put hoarding of their Brand name, in a form of Neon Signs, MS Letters, Vinyl & Sun Boards. The Developer shall also be entitled to place, select, decide hoardings and hoardings sites. The Owner/Developer/Promoter shall be entitled to grant Lease or agree to grant Lease to any person to affix, display and place hoardings on the sites which may be selected by the Owner/Developer/Promoter as the sites for hoardings. The Purchaser/s and/or the Body of the Purchaser/s which may be ultimately formed, shall not be entitled to interfere with such hoarding sites and will allow reasonable and proper access to such lessees or licensees of such lessees for maintaining, up-keep, change of or display of hoardings.

**10. THE PURCHASER/S COVENANT:**

**10.1. USE OF THE SAID UNIT:**

The Purchaser/s or himself/themselves with intention to bring all persons claiming under them to who the title to the said Unit may derive, doth hereby covenant and declare that the said Unit hereby agreed to be sold is intended and shall be used for permissible purposes only and the Purchaser/s undertake/s that the said Unit shall not be used by the Purchaser/s for any other purpose whatsoever. Purchaser/s hereby agrees to indemnify Owner/Developer/Promoter and / or their agents against any action, damages or loss caused on account of any misuse and the same shall be at risk and responsibility of Purchaser/s and any consequences arising therefrom shall be borne by Purchaser/s alone.

**10.2. MAINTENANCE, MODIFICATIONS & ALTERATION OF THE SAID UNIT:**

10.2.1. The Purchaser/s shall be bound to carry out at his/her/their own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Owner/Developer/Promoter to the Purchaser/s

and shall not do or suffering to be done anything in or to the said Unit itself which may be against the rules and regulations and bye laws of the concerned local authority or any other public authority.

- 10.2.2. No request for modification or change in the exterior facades and no internal structural changes of the said Unit will be permitted. No reimbursement or deduction in the value of the said Unit shall be considered by Owner/Developer/Promoter in case Purchaser/s desire/s (with prior written approval/consent of Owner/Developer/Promoter) to do some works /install some different fittings/floorings etc. on their own within the said Unit and request Owner/Developer/Promoter not to do such work/install fittings/ floorings etc. within the said Unit.
- 10.2.3. Purchaser/s not to demolish or cause to be made any addition or alteration of whatsoever nature in or to the said Unit or any part thereof, nor any alteration on the elevation and outside colour scheme of the complex and shall keep the pipelines, sewers, drains in the said Unit and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said complex and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. Pardis or other structural members in the said Unit without the prior written permission of the Owner/Developer/Promoter and/or ultimate body of the Purchaser/s.
- 10.2.4. The Purchaser/s shall not be entitled to enclose the any appurtenant open areas (the exclusive right whereof has been granted hereby to the Purchaser/s) or to utilize the same for any unauthorized purpose.
- 10.2.5. The Purchaser/s not to do or permit to be done any act or thing which may render void or voidable any insurance (if any) of the said Land and the said Complex or any part thereof or whereby any increase premium shall become payable in respect of the insurance. However it is clarified that this does not cast any obligation upon the Owner/Developer/Promoter to insure the unit agreed to be sold to the Purchaser/s.
- 10.2.6. The Purchaser/s is not to store in the said Unit any goods which are hazardous, combustible or dangerous nature or are so heavy as to damage the construction of structure of the said Unit or storing of which goods is objected to by the concerned local or other authority or act in such manner as to damage or likely to cause damage to the amenities/common areas/ gardens/ lakes/ reservoirs/ club house/ passages or any other part of the complex

and in case any damage is caused on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the Breach.

10.3. **NUISANCE**

10.3.1. Purchaser/s shall not use the said Unit in the manner, so as to cause blockade or hindrance to common passages, veranda or terraces. No common parts of the said Complex will be used by Purchaser /s for keeping / Chaining Pets / Animals, Dogs, Birds or no storage of cycles, motorcycles, waste / refuse, nor the common passages shall be blocked in any manner. Further, Purchaser/s shall not be allowed to do any activity, which may be objected by the other residents, such as playing of high volume music, loudspeaker or any activity which spoils the decorum or decency or beauty of the said Complex including defacing of common walls, throwing or dumping of refuse / garbage, which could be subject to fine or penalties as per the laws of the land, as applicable from time to time.

10.3.2. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said Land and the said Complex in which the Unit is housed.

10.3.3. To take all the necessary and required pre cautions pertaining to Pet/domesticated animal/s and shall not do any act or omission which may create pollution/dirt in the premises of the said Complex and nuisance to the Other occupants/ residents thereof and shall be responsible and under the obligation of cleaning the Pet excretions/dirt spread by the Pet in the premises of the said Complex. The Purchaser/s shall observe and perform all the rules and regulations which the Ultimate Body formed of all purchasers/allottees of Units in the said Complex may adopt at its inception and the additions, alterations or amendments thereof of the said Buildings and Units therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Ultimate Body regarding the occupation and use of the Unit shall pay and contribute regularly and punctually towards the taxes, expenses or the outgoings in accordance with the terms of this Agreement.

10.4. **AESTHETICS OF THE COMPLEX:**

- 10.4.1. To install the Cooling Units/ Compressors of “Split Type” Air Conditioners appurtenant to the said Unit only at such places as shall be prescribed or earmarked therefor by the Owner/Developer/Promoter.
- 10.4.2. Not to lay/ install over the exterior of the said building or the Common Areas thereof such as staircases, landings and ducts thereof, any Electrical, Telecom Lines or Conduits except at such locations and places as may be prescribed therefor by the Owner/Developer/Promoter.
- 10.4.3. Not to install any Dish or other Antennae for reception of Radio, Telecom or Television Signals in such manner in the said Unit whereby such Dish or other Antennae Projects outside the said Unit or on any part of the exterior of the said building or any of the Common Areas thereof, including on the terrace thereof except at such locations and places as shall be reserved for installation of such Dish and other Antennae by the Owner/Developer/Promoter.
- 10.4.4. To affix grills on the Windows of the said Unit from inside the same as per the design of such Grills provided by the Owner/Developer/Promoter or its representative/Ultimate Body.
- 10.4.5. Not to affix any name plates / sign boards / other signage at any place or location in the said Complex save and except on the place earmarked and identified by the Owner/Developer/Promoter for that purpose.
- 10.4.6. Not to hang or permit any one to hang clothes / laundry out for drying in the balcony / sit-out / terraces (if any) appurtenant to the said Unit.
- 10.4.7. Not to park any vehicle in any part of the said Complex except in the places specifically provided by the Owner/Developer/Promoter.

**10.5. TRANSFER:**

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

procured the prior written permission of the Owner/Developer/Promoter for any such assignment or transfer.

10.5.2. Purchaser/s, cannot transfer the registration, booking or allotment of the said Unit in favour of a third party for twelve (12) months from the date of allotment of the said Unit by Owner/Developer/Promoter. Transfer of booking may be permissible after 12 months subject to prior approval by Owner/Developer/Promoter, who may at its sole discretion permit the same on payment of transfer charges @ 2% of the Consideration (taxes extra) for transfer of the said Unit and any other administrative charges as may be fixed by Owner/Developer/Promoter from time to time, submission of inter alia affidavit/ undertaking / request for transfer or any other document and on such terms and conditions and guidelines as it may deem fit by Owner/Developer/Promoter, subject to clearing all the sums due and payable on the date of request.

10.5.3. Not to grant tenancy rights in respect of the said Unit or permit any person or party to occupy the same on Leave and License and also not let out the said Unit without procuring the prior written permission of the Owner/Developer/Promoter and / or the Ultimate Body formed of all the Purchasers of Holiday Homes / Units in the Complex.

10.5.4. It is further agreed by Purchaser/s that he/ she/ they shall make sure that in the event the said Unit is transferred/ sold or Purchaser/s gives temporary possession to any third party, such person shall from time to time, sign all applications, papers and documents and do all the acts, deeds, which Owner/Developer/Promoter require necessary for safeguarding their interest in the said Complex.

10.6. **OTHER COVENANTS:**

10.6.1. Till a conveyance of the said Complex in which the Unit is situate is executed, the Purchaser/s shall permit the Owner/Developer/Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land and the said Complex or any part thereof to view and examine the state and condition thereof.

10.6.2. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the



Purchaser/s viz. user for any purposes other than the permissible purpose.

10.6.3. Purchaser/s shall have no right to claim partition of the said Complex and/or Common Areas / facilities, even the said Unit is not partitionable. The possession of Common Areas will always remain with Owner/Developer/Promoter and/or the Ultimate Body and is not intended to be given to Purchaser/s except a limited right to user subject to payment of all charges.

#### 11. **APPLICABILITY OF PROVISIONS**

It is clearly understood and agreed by and between the parties that all the provisions contained herein and the obligation arising hereunder in respect of the said Complex shall equally be applicable to and the enforceable against any and all occupiers, tenants, licence and/ or subsequent purchasers/ assignees/nominees of the Said Unit as the said obligations go along with the Said Complex for all intents and purposes.

#### **12. PURCHASER/S NOT TO CARRY OUT ANY STRUCTURAL MODIFICATIONS:**

12.1. Provided that the Purchaser/s shall not without the prior consent of the Owner/Developer/Promoter or Ultimate Body to be formed as the case may be, carry out any alterations of whatsoever nature in the said Unit or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. The Purchaser/s shall also not chisel or cause damage to the columns, beams, walls, slabs, R.C.C members and other structural members or damage the water proofing of the flooring of the said Unit. If any of such works are carried out without the written consent of the Owner/Developer/Promoter or the ultimate body to be formed, as the case may be, the defect liability i.e the liability of the Owner/Developer/Promoter to rectify any defects brought to the notice of the Owner/ Developer within a period of two years, automatically shall become void and Purchaser/s shall be liable to pay all costs and damages towards restoration, repairs etc. arising from such unauthorized works. The Purchaser / s shall take possession of the said Unit after inspecting the same and satisfying himself / herself / themselves that the same has been constructed in accordance with the sanctioned Building Plans in respect thereof and that the same has been provided with the Amenities agreed upon and that the

quality of the workmanship and material used is of the requisite quality.

12.2. Subject to what is stated above, the Owner/Developer/Promoter shall not be obliged to entertain any complaint or claim made by the Purchaser/s in respect of the said Unit after possession thereof has been handed over to the Purchaser/s. The work defect hereinabove states shall only mean the manufacturing defects only caused due to willful negligence of the Owner/Developer/Promoters and shall not mean defects caused by normal wear and tear or negligent use of the premises by the Unit Purchaser/s during abnormal fluctuations in the temperatures, abnormal heavy rains, acts of nature force majeure etc.

13. **PURCHASER/S TO BECOME MEMBERS OF FINAL BODY:**

The Purchaser/s of all such Units shall be admitted, as members of the said Society/Association/ Company/Condominium, as the case may be, which shall be formed with the same rights and the same benefits and subject to the same obligations as those of the Purchaser/s and other members of such Society/Condominium without any reservations or conditions. However, it is clarified that before the Purchaser/s herein is/are admitted as Members of such Society/Condominium, the Purchaser/s shall have paid/cleared all his/her/their dues under the terms hereof to the said Society/Condominium, including amounts by way of contribution towards the Common Expenses and Outgoings towards the said Holiday Home and/or the said Complex. No premium or any other amounts save and except nominal entrance fees, share money and other monies paid by all the Purchaser/s at the time of formation, shall be charged from such first Purchaser/s.

14. **PURCHASER TO PAY ALL APPLICABLE TAXES:**

The Purchaser/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge such as VAT, Service Tax and other Taxes as are or as may be levied by the State or Central Government or any other Authority before or after taking the possession of the said Unit as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Purchaser/s shall exclusively be liable for any delay in payment thereof. If any of

such taxes, duties etc. shall have already been paid by the Owner/Developer/Promoter, the Purchaser/s shall be liable to reimburse the same together with interest accrued thereon to the Owner/Developer/Promoter and the Purchaser/s hereby agree/agrees to indemnify and keep indemnified the Owner/Developer/Promoter from or against all loss or damage suffered or incurred by the Owner/Developer/Promoter as a result of non-payment by the Purchaser/s of any such taxes, duties etc.

15. **PAYMENT OF STAMP DUTY/ REGISTRATION FEES/ EXPENSES:**

It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on this Agreement and all documents executed by the Owner/Developer/Promoter pursuant hereto including the proportionate Stamp Duty payable on the Deed of Conveyance of the specified parts of the land and any building within the said Complex which may be executed by the Owner/Developer/Promoter or Consenting Party in favor of the Association/ condominium/ society of all Holiday home/Unit purchasers in the said Complex.

16. **DELIVERY OF TITLE DEEDS:**

The Purchaser/s agree/s to sign and deliver to the Owner/Developer/Promoter before taking possession of the said Unit and also thereafter all writings and papers as may be reasonably necessary and required by the Owner/Developer/Promoter for the formation of the Co-operative society or Company or Association of Persons or Condominium of unit Owners. The Purchaser at the time of execution of these presents has received and admits receipt of a verified copy of the Annexes to this instrument.

17. **OWNER/ CONSENTING PARTY TO BE AGENT OF PURCHASER FOR SPECIFIED PURPOSES:**

The Purchaser/s hereby irrevocably consents and authorize/s the Owner/Developer/Promoter to represent him/her/them it in all matters regarding property tax assessment and reassessment before the Concerned Authorities and all decisions taken by the Owner/Developer/Promoter in this regard shall be binding on the Purchaser/s. The Owner/Developer/Promoter may, till the

transfer of the said Land and Building thereon to the Ultimate Transferee, represent the Purchaser/s and his/her/their its interest and give consents, NOC's and do all necessary things in all departments of the Office of the Collector of Stamps, Pune, Road, Water, Government Department and MSEDCL, on behalf of the Purchaser/s and whatsoever acts, done by the Owner/Developer/Promoter on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s and the same shall be binding on the Purchaser/s.

18. **OWNER/ CONSENTING PARTY TO BE LIAISONING AGENCY OF PURCHASER FOR SPECIFIED PURPOSES:**

It is hereby clarified that the Owner/Developer/Promoter herein shall be deemed to be a liaisoning agency for applying for all amenities and services such as water, electricity, drainage etc. and the Owner/Developer/Promoters undertakes to comply with all statutory and other requirements of the concerned legal body or authority for the purpose. However, the Owner/Developer/Promoter shall not be held responsible or liable for any delay or non-performance on the part of any such legal body or authority or MSEDCL in providing such amenities, services or facilities to the Building on the said Land or to the Unit agreed to be sold hereunder.

19. **SUPPLY OF WATER:**

The Owner/Developer/Promoter shall comply with all the requirements of the offices of the Collector of Raigad, the Town Planning Department, and or any other local authority for sanction of a water connection of the requisite capacity for the said Complex to be constructed on the said Land, if such supply is available from a statutory body. However, the Purchaser/s herein has been made expressly aware by the Owner/Developer/Promoter that till such time as such water connection is procured and sufficient water becomes available for the said Complex through such water connection, the requirement of water for the said Complex shall be met from other sources, including the existing water reservoirs and wells, or if so required, by purchase of water from Water Tanker Agencies and that a pro-rata share of such purchase, treatment and distribution of such water shall be borne and paid by the Purchaser/s.



20. **PURCHASER TO SIGN/ EXECUTE/ DELIVER:**

The Purchaser/s agree/s and undertake/s on demand to do, execute or perform and deliver or cause to be done, things, documents, letters, writing and papers as may be reasonably required by the Owner/Developer/Promoter for further, better or more perfectly effectuating or preserving the mutual rights and interest of the Owner/Developer/Promoter or the Purchaser/s for securing the due fulfillment of the provisions thereof.

21. **REGISTRATION OF THESE PRESENTS:**

The Purchaser/s shall at his/her/their own costs lodge this Agreement for Registration with the concerned Sub-Registrar of Assurances Taluka Sudhagad, District Raigad, and forthwith inform the Owner/Developer/Promoters to enable the Owner/Developer/Promoter to admit execution of the same.

22. **NAME OF THE COMPLEX:**

The name of the said Complex under construction by the Owner/Developer/Promoter on the said Land shall always be **“KENISHA HOLIDAY HOMES/ OR KENISHA RESORT RESIDENCES”** and such name will not be changed without the prior written consent of the Owner/Developer/Promoter.

23. **DELAY OR INDULGENCE NOT TO AMOUNT TO WAIVER:**

Any delay or indulgence by the Owner/Developer/Promoters in enforcing the terms of this Agreement shall not be construed as a waiver on the part of the Owner/Developer/Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Owner/Developer/Promoter hereunder.

24. **ADDRESS FOR SERVICE:**

All letters, receipts, and/or notices issued by the Owner/Developer/Promoter dispatched by email to the following address \_\_\_\_\_,

Name of the Purchasers :.....

Notified Email ID : .....

or under Certificate of Posting to the address of the Purchaser/s mentioned hereinabove will be sufficient proof of receipt of the same by the Purchaser/s and shall effectually discharge the Owner/Developer/Promoter.

For any communication with the Owner / Developer / Promoter the following addresses to be used:

Name of the person: Mr. Vikram Kadam

Email ID: [vikram@108plexus.in](mailto:vikram@108plexus.in)

If there is any change in the said address of the Purchaser/s, the Purchaser/s shall be obliged to intimate in writing of any such change of address to the Owner/Developer/Promoter, failing which, all letters, receipts and/ or Notices dispatched by the Owner/Developer/Promoter as aforesaid at the address of the Purchaser/s given hereinabove shall be treated/ deemed to have been received by the Purchaser/s.

In case there are Joint Purchasers, all communication shall be sent by the Owner/Developer/Promoter to the Purchaser whose name appears first and the address given by him / her which shall for all intents and purposes to consider as properly served on all Purchasers.

**25. SALES MATERIAL NOT TO CONSTITUTE PART OF CONTRACT:**

25.1. The Purchaser / s has / have agreed to purchase the said Unit with knowledge of the fact that the contents of all Brochures / Hoardings / Promotional Literature pertaining to the said Complex are indicative in nature and the same should not be taken literally by the Purchaser / s herein, and there is bound to be certain deviation between the perspective drawings and the actual completed structures/ amenities.

25.2. The Purchaser/s hereby declare/s that he/she/they has/have entered into this Agreement after going through the same and with knowledge of the terms and conditions herein contained.

**26. AGREEMENT TO BE FINAL REPOSITORY OF THE CONTRACT:**

26.1. This Agreement constitutes and is the repository of the entire agreement between the parties hereto relating to the subject matter hereof and supersedes and cancels all previous

agreements, negotiations and representations in respect thereto, and there shall be no deviation in the same by any alleged or actual conduct, and any such deviation to the contract shall be brought about only and only by written contract to that effect.

26.2. The terms and conditions of this Agreement shall always be subject to the all the approvals issued by the concerned planning authorities, the local authorities, and all such applicable provisions of law.

27. **Dispute Resolution :-**

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

28. **PURCHASERS UNDERSTANDING:**

The Purchaser/s hereby declare/s that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Owner/Developer/Promoter, the Purchaser/s, with full knowledge thereof, has/have entered into this Agreement.

29. **VALUATION AND STAMP DUTIES:**

As the consideration to be paid by the Purchaser/s to the Owner/Developer/Promoter for purchase of the said Unit is greater / less than the prescribed "Market Value" thereof (which is Rs.\_\_\_\_\_/-) according to the Ready Reckoner of Property values maintained by the Office of the Collector of Stamps, Raigad, and the purchaser/s is/are stamping there presents with Stamp Duty of Rs.\_\_\_\_\_/ - with reference to the consideration agreed to be paid under the provisions of Article 25(b)(i-a) of Schedule I to the Bombay Stamp Act, 1958, on the higher amount.

30. **GOVERNING LAW:**

The rights and obligations of the parties under or arising out of this Agreement shall be constructed and enforced in accordance with the laws of India for the time being in force and the Mumbai courts will have the jurisdiction for this Agreement.





**THE SCHEDULE A**

**[BEING THE DESCRIPTION OF THE SAID UNIT/ HOLIDAY HOME]**

All that piece and parcel of immovable property being Holiday Home/ Unit No. \_\_\_\_\_ admeasuring about \_\_\_\_\_ square meters carpet area [\_\_\_\_\_ square meters built up area], along with ..... square meters of covered areas, sitouts and terraces in the Complex known as **KENISHA HOLIDAY HOMES**, together with the exclusive and sole right to use and enjoy appurtenant open lands admeasuring about \_\_\_\_\_ square meters, and all marked in red in the plan annexed hereto, together with the proportionate share in the common areas, and which holiday home is bounded as under:

ON OR TOWARDS THE EAST:

ON OR TOWARDS THE WEST:

ON OR TOWARDS THE NORTH:

ON OR TOWARDS THE SOUTH:

Together with all easements and appurtenances attendant thereto.

**THE SCHEDULE B ABOVE REFERRED TO**

**BEING THE FLOOR PLAN OF THE ABOVE UNIT**

**SCHEDULE C**  
**BEING THE PARTICULARS OF PAYMENT TO BE MADE BY THE**  
**PURCHASER**

Sr. No	Completion Levels	%	Amount
1	At the time of Booking	10%	
2	At the time of Registration of Agreement to Sell	10%	
3	At the completion of R.C.C work	25%	
4	At the completion of walls & internal plaster	15%	
5	At the completion of flooring and plumbing	15%	
6	At the completion of internal POP and one coat of painting	10%	
7	At the completion of external texture and painting	10%	
8	At the time of possession	5%	
	Total	100%	

**SCHEDULE D**  
**(SPECIFICATIONS)**

**SPECIFICATIONS OF THE UNIT**

- Structure: R.C.C. structure with R.C.C, column & beams footing as per R.C.C consultant's drawings.
- External walls: Dry wall panels or External brick work - 6"brickwork. Internal brick work - 4" or 6"brickwork or Autoclaved Aerated Concrete Blocks
- External plaster: Double coat sand faced plaster.
- Internal plaster: Rough coat sand faced plaster wherever required & 6 mm thick Plaster of Paris mounting including grooves as per design.
- Flooring: Combination of vitrified tiles and ceramic tiles.
- Toilet flooring: Anti-skid flooring / vitrified tiles. Water proofing with brick bat coba.
- Dado tiles: Ceramic tiles UPTO lintel level as per design.
- Windowsills: Engineered Granite (Full Body Granite like vitrified tile)  
with edge polished.
- Skirting: 3" Vitrified tile
- Steps: MS structure with Treads in Pine wood & polished.
- Doors: All doors in flush doors, 32 mm thick with both side laminate with necessary hardware.
- Windows: Anodized / Powder Coated Aluminium sliding windows with glass.
- Toilet windows: Aluminium windows with exhaust fan.

Railing:	MS railing with full jam width.
Door frames:	Wooden / Granite equivalent Door frame with polish
Toilet:	Water proofing with Brick-Bat-Coba.
Plumbing:	Concealed plumbing in GI/ UPVC pipes.
Electrical:	Concealed wiring of Polycab or equivalent as per electrical layout & switches in Anchor Roma or equivalent as per selection. LED External light fittings will be provided. All fans, direct and indirect lights, boilers in bathrooms will be provided.
Kitchen otta:	In Kadappa/Engineered Granite with Nirali or equivalent sink as per drawing. All trolleys and panels will be provided. HOB & Chimney will also be provided. The water point and electrical point for water purifier will also be provided.
Internal painting:	Luster Paint / Plastic emulsion or equivalent as per selection.
External painting:	Finished with apex acrylic paint or equivalent as specified.
M.S. members:	Oil paint with matt finish as per selection.
Roof:	Roof with M.S. Structure / Mangalore tiles
Retaining wall:	RCC retaining wall/UCR as per drawing
Anti-termite:	Anti-termite treatment to structure.
Fitting & Fixtures:	Commode of Asian Paint Wall-hung. Countertop / With pedestal Wash basin of Asian Paint or equivalent.
Landscape:	Minimum 2 fruit trees and patch of lawn, boundary plantation, with sprinklers and bollards / spot lights.
All taps:	Asian Paints or equivalent.
Air Conditioning:	Piping & installation for Indoor & Outdoor Units of Air-Conditioners in bedrooms of Cruise or equivalent. Piping & Electrical point for Air Conditioners in Living Room.

**SCHEDULE E**

**[BEING THE DESCRIPTION OF S. NO.64/B/1]**

All that piece and parcel of property bearing S.No.64/B/1 admeasuring 40718 square meters, situated at Village **Pavsalwadi**, Taluka Sudhagad, District Raigad, within the limits of Registration Sub-District Taluka of Sudhagad, at Pali, and Registration District of Raigad, which is bounded as under:

ON OR TOWARDS THE EAST: S. No. 71

ON OR TOWARDS THE WEST: S. No. 66

ON OR TOWARDS THE NORTH: Road and S.No.65

ON OR TOWARDS THE SOUTH: S. No. 64/A

Together with all easements and appurtenances attendant thereto.

**SCHEDULE F**

**[BEING THE DESCRIPTION OF S. NO.64/B/2]**

All that piece and parcel of property bearing S.No.64/B/2 [amenity space] admeasuring about 2400 square meters situated at Village **Pavsalwadi**, Taluka Sudhagad, District Raigad, within the limits of registration Sub District Taluka of Sudhagad, at Pali, and Registration District of Raigad, which is bounded as under:

ON OR TOWARDS THE EAST: S. No. 64/B-1

ON OR TOWARDS THE WEST: S. No. 64/B-1

ON OR TOWARDS THE NORTHS. No.64/B-1

ON OR TOWARDS THE SOUTH: S. No. 64/B-1

Together with all easements and appurtenances attendant thereto.

**SCHEDULE G**

**[BEING THE DESCRIPTION OF S. NO.64/B/3]**

All that piece and parcel of property bearing S.No. 64/B/3 [area under road widening] admeasuring about 1582 square meters, situated at Village **Pavsalwadi**, Taluka Sudhagad, District Raigad, within the limits

of registration Sub District Taluka of Sudhagad, at Pali, and Registration District of Raigad, which is bounded as under:

ON OR TOWARDS THE EAST: Road

ON OR TOWARDS THE WEST: Road

ON OR TOWARDS THE NORTH: S. No. 69/6-2

ON OR TOWARDS THE SOUTH: S. No. 64/B-1

Together with all easements and appurtenances attendant thereto.

#### **SCHEDULE H**

#### **[BEING THE DESCRIPTION OF S. NO.64/A/1]**

All that piece and parcel of property bearing S.No. 64/A/1 admeasuring about 14800 square meters, situated at Village **Pavsalwadi**, Taluka Sudhagad, District Raigad, within the limits of registration Sub District Taluka of Sudhagad, at Pali, and Registration District of Raigad, which is bounded as under:

ON OR TOWARDS THE EAST: 64/ A/2

ON OR TOWARDS THE WEST: S. No. 66.

ON OR TOWARDS THE NORTH: S. No. 64/B/1

ON OR TOWARDS THE SOUTH: S. No. 63/1/A.

Together with all easements and appurtenances attendant thereto.

#### **THE SCHEDULE I ABOVE REFERRED TO** **(COMMON EXPENSES & OUTGOINGS)**

1. Towards maintenance and repairs of common areas and facilities.
2. Bills of security services agency, wages of Watchmen, Gardeners/ Sweepers/ Electricians / Plumbers etc.
3. Insurance.
4. All other taxes, levies, charges and ceases.
5. Electricity and water charges and deposits in respect of common electrical and water pumps and other installations.
6. Sinking Fund/ Infrastructure Development & Maintenance Fund.
7. Expenses of and incidental to the management and maintenance of the said Complex known as **“KENISHA HOLIDAY HOMES/ KENISHA RESORT RESIDENCES”**.

**SCHEDULE J**  
**BEING THE DESCRIPTION OF LAND ON WHICH CLUSTER EJK IS**  
**SITUATED**

All that piece and parcel of property bearing S.No. 64/B/1 admeasuring about 3911 square meters, situated at Village **Pavsalwadi**, Taluka Sudhagad, District Raigad, within the limits of registration Sub District Taluka of Sudhagad, at Pali, and Registration District of Raigad, which is bounded as under:

ON OR TOWARDS THE EAST: S. No. 71.

ON OR TOWARDS THE WEST: S. No. 64/B/1.

ON OR TOWARDS THE NORTH: S. No.64/B/1.

ON OR TOWARDS THE SOUTH: S. No.64/B/1.

Together with all easements and appurtenances attendant thereto.

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

**SIGNED & DELIVERED BY THE WITHIN NAMED OWNER/DEVELOPER/PROMOTER:**

**SIGNED & DELIVERED BY THE WITHIN NAMED PURCHASER/S**

**SHRI./SMT. \_\_\_\_\_**

**BOTH IN THE PRESENCE OF:-**

- 1.
- 2.

**LIST OF ANNEXURE**

- Annexure “A”: Title Certificate.
- Annexure “B”: 7/12 Extract.
- Annexure “C”: Architect layout of Internal Plan of the Unit and appurtenant open spaces.
- Annexure “C1”: Orders of the Collector of Raigad.
- Annexure “C2”: NOC of the Deputy Director of Town Planning, Raigad at Alibag.
- Annexure “C 3”: Sanctioned Layout.
- Annexure “ C 4”: Approved Building Plan of CLUSTER OP [marked on the entire approved plan].
- Annexure “D”: Autheticated Plans of the Unit as per Schedule B & D.
- Annexure “E”: Specifications of Unit as per Schedule D
- Annexure “F”: Registration Certificate of the Project.
- Annexure “G”: The Common Amenities to be provided, and conveyed to society being internal pathways, open parking spaces, and landscaped garden as per Plan as per Annexure C-3 and marked in blue,