



AGREEMENT FOR SALES OF FLATS/ SHOPS/ OFFICES IN

**“XPANZ BUILDCON” PROJECT AT
PIMPLE SAUDAGAR, PUNE.**

AGREEMENT TO SALE

This Agreement to sale is made and executed at Pune on this....Day of2020

BETWEEN

(1) Mr. Rajesh Pujabhai Patel, Age-42 years, Occupation-Business, residing at.....

(2) Mr. Gautam Sandipan Ubale, Age-41 Years, Occupation-Business, residing at.....

(3) Mr. Nilesh Laxman Chavan, Age-37 Years, Occupation-Business, residing at.....

(4) Mr. Vijay Somnath Unawne, Age-39 Years, Occupation-Business, residing at.....

M/S XPANZ BUILDCON, a Partnership firm registered under the Indian Partnership Act 1932 having its registered office atthrough its Partners namely

FIRM PAN NO:.....

Hereinafter referred to or called as THE DEVELOPERS/ BUILDERS (Which expression shall unless it be repugnant to the context, or meaning thereof shall mean and include the said firm, its partners for the time being and from time to time, the respective, successors, representatives, executors, administrators and assigns)

OF THE FIRST PART

AND

1. MR/ MRS/SMT.....

Age.....Years, Occupation-.....

Address.....

.....

PAN NO.....

2. MR/ MRS/SMT.....

Age.....Years, Occupation-.....

Address.....

.....

PAN NO.....

Hereinafter referred to or called as THE PURCHASER/S (Which expression shall unless it be repugnant to the context, or meaning thereof shall mean and include the Purchaser/s the said expression shall mean and include his/ her/ their heirs , executors, administrators and permitted assigns)

OF THE SECOND ,PART

WHEREAS all that piece and parcel of land bearing City Survey No. 356 of Village Pimple Saudagar known as Sub Division 10/1 being Gavthan area admeasuring 331.1 Sq. Meters was originally owned and possessed by 1) Mr. Chandrakant Raghunath Jagtap being Legal heir of deceased Raghunath Nivrutti Jagtap. (2) Smt. Reshma Jagannath Jagtap being legal heir of deceased Jagannath Raghunath Jagtap (3) Mr. Saurabh Jagannath Jagtap being legal heir of deceased Jagannath Raghunath Jagtap (4) Mr. Rohan Jagannath Jagtap being legal heir of deceased Jagannath Raghunath Jagtap (5) Ms Neha Jagannath Jagtap (Maiden Name) and Mrs. Neha Sani Kamble being legal heir of deceased Jagannath Raghunath Jagtap (6) Smt Suman Sahebrao Gaikwad (7) Mrs. Taibai alias Maya Maya Gulab Ghodke (8) Mr. Vijay Bhagwan Jagtap being legal heir of deceased Bhagwan Nivrutti Jagtap (9) Mrs. Sangita Kalidas Jagtap being legal heir of deceased Bhagwan Nivrutti Jagtap (10) Smt. Sandhya Raju Jagtap being legal heir of deceased Raju Bhagwan Jagtap (11) Mr. Aniket Raju Jagtap being legal heir of deceased Raju Bhagwan Jagtap (12) Mr. Nikhil Raju Jagtap being legal heir of deceased Raju Bhagwan Jagtap (13) Mr. Pandurang Nivrutti Jagtap (14) Mr. Ramdas Nivrutti Jagtap (15) Mr. Sambhai Nivrutti Jagtap (16) Smt. Rekha Hiranman Jagtap being legal heir of deceased Hiranman Nirvrutti Jagtap (17) Mr. Sandip Hiranman Jagtap being legal heir of deceased Heraman Nivrutti Jagtap (18) Ms Priti Hiranman Jagtap (Maiden Name) Mrs.Priti Pankaj Gaikwad (Name after Marriage) being legal heir of deceased Hiranman Nivrutti Jagtap (19) Ms Swati Hiranman Jagtap (Maiden Name) Mrs.Swati Shankar Chabukswar (Name after Marriage) being legal heir of deceased Hiranman Nivrutti Jagtap (20) Mrs. Shakuntala Pandurang Kamble (21) Mrs.Sanjana Kishor Gade (22) Smt. Pavitrabai Sayaji Jagtap being legal heir of deceased Sayaji Jayram Jagtap (23) Smt. Shakuntala Yashwant Jagtap being legal heir of deceased Yashwant Jayram Jagtap (24) Mr. Jay Yashwant Jagtap being legal heir of deceased Yashwant Jayram Jagtap (25) Mr. Amit Yashwant Jagtap being legal heir of deceased Yashwant Jayram Jagtap (26) Laxmibai Sudam Kamble (27) Mrs. Sagunabai Eknath Shelar (28) Mrs. Sarubai Dnyaneshwar Jadhav.

AND WHEREAS the above land owner parties upon discussions with the PARTY OF FIRST PART have decided to enter into Development Agreement and execute Power of Attorney in favour of the Party of First part.

AND WHEREAS all that piece and parcel of land bearing City Survey No. 365 of Village Pimple Saudagar known as Sub Division 10/1 being Gavthan area admeasuring 670.2 Sq. Meters was originally owned and possessed by Smt. Jayvant Vasant Jagtap (2) Mr. Nelesh Vasant Jagtap being legal heir of deceased Vasant Rambhau Jagtap (3) Mr. Jitesh Vasant Jagtap being legal heir of deceased Vasant Rambhau Jagtap (4) Mrs. Vidya Dilip Gaikwad being legal heir of deceased Vasant Rambhau Jagtap (5) Mr. Haribhau Rambhau Jagtap (6) Mr. Digambar Rambhau Jagtap (7) Mrs. Subhadra Narayan Jagtap (8) Smt Sheela Sanjay Jagtap being legal heir of deceased Sanjay Narayan Jagtap (9) Mr. Pralay Sanjay Jagtap being legal heir of deceased Sanjay Narayan Jagtap (10) Mr. Pranay Sanjay Jagtap being legal heir of deceased Sanjay Narayan Jagtap (11) Smt. Trushali Sandip Jagtap for self and her minor children being leagal heirs of deceased Sanjay Narayan Jagtap (12) Smt. Reshma Vilas Jagtap for self and for her minor children legal heir of deceased Vilas Narayan Jagtap (13) Smt. Sanjivani Dattatray Jagtap being legal heir of deceased Dattatray Rambhau Jagtap (14) Mr. Pankaj Dattatray Jagtap being legal heir of deceased Dattatray Rambhau Jagtap (15) Ms Megha Dattatray Jagtap being legal heir of deceased Dattatray Rambhau Jagtap (16) Mrs. Shilpa Sachin Jadhar being legal heir of deceased Dattatray Rambhau Jagtap.

AND WHEREAS the above land owner parties upon discussions with the PARTY OF FIRST PART have decided to enter into Development Agreement and execute Power of Attorney in favour of the Party of First part.

AND WHEREAS the Party of First part in consideration of the request made by owners of land City Survey Nos. 356 & 365, have made the spot inspection of these lands and found that the open land at and around City Survey Nos. 365 & 365 though exist in same city survey nos. 356 & 365 and belong to the owners of land, the actual area as shown on the property card was appearing much less than the actually existing. Therefore the owners of these lands of City Survey Nos. 356 & 365 have filed an appeal before the City Survey Officer Pimpri Chinchwad Municipal Corporation before Hon'ble Shri. Shivaji Bhosale Saheb of which final order has been received by the above land owners vide

Order No. 2233/ NB/PB10/P.Saudagar/F.S.S.R.10/2018 dated 30/11/2018 by which it has been ordered that (1) Area of land City Survey No.356 be recorded as 331.1 Sq. Meters and (2) Area of land City Survey No. 365 be recorded as 670.2 Sq. Meters. Accordingly, property cards of village Pimple Saudagar for City Survey Nos. 356 and 365 are corrected as 333.1 Sq. Meters and 670.2 Sq. Meters respectively.

AND WHEREAS, at the wish of the land owner parties of land bearing City Survey No. 356 of Village Pimple Saudagar have executed **Development Agreement** in favour of Party of First Part initially for an area of 33.1 sq. Meters on 10/08/2015 which has been registered in the office of Sub Registrar Haveli No.18 same day at Serial No. 6222/2015.

AND WHEREAS The land owner parties of C.S.T. no. 356 have executed an **irrevocable Power of Attorney** in favour of Party of First Part for an area of 33.1 Sq. Meters on _____ which also have been registered in the office of Sub Registrar Haveli No.____ at Serial No._____.

AND WHEREAS, again after correction in the actual area of City Survey No.356 as per the appeal order passed by PCMC City Survey Officer, on 30/11/2018, at the wish of the land owner parties of land bearing City Survey No. 356 of Village Pimple Saudagar have executed **Development Agreement** in favour of Party of First Part for an additional area of 300 sq. Meters on 18/09/2019 which stands registered at Sub Registrar Haveli No. 25 bearing document serial no.9924/ 2019. So also the land owner parties of city Survey No. 356 have executed an **irrevocable Power of Attorney** in favour of Party of first Part for an area of 300 Sq. Meters on 18/09/2019 which also have been registered in the office of Sub Registrar Haveli No. 25 at Serial No.9925/2019 on 21/09/2019.

AND WHEREAS, initially, at the wish of the land owner parties of land bearing City Survey No. 365 of Village Pimple Saudagar have executed **Development Agreement** in favour of Party of First Part for an area of 170.2 sq. Meters on 25/03/2015 which stands registered at Sub Registrar Haveli No. 18 bearing document serial no.2444/ 2015. So also the land owner parties of city Survey No. 365 have executed an **irrevocable Power of Attorney** in favour of Party of

first Part for an area of 170.2 Sq. Meters on _____ which also have been registered in the office of Sub Registrar Haveli No. ____ at Serial No._____/_____.

AND WHEREAS, again after correction in the actual area of City Survey No.365 as per the appeal order passed by PCMC City Survey Officer, on 30/11/2018, at the wish of the land owner parties of land bearing City Survey No. 365 of Village Pimple Saudagar have executed **Development Agreement** in favour of Party of First Part for an additional area of 270.46 sq. Meters on 02/08/2019 which stands registered at Sub Registrar Haveli No. 14 bearing document serial no.14582/2019. So also the land owner parties of city Survey No. 356 have executed an **irrevocable Power of Attorney** in favour of Party of first Part for an area of 270.46 Sq. Meters on _____ which also have been registered in the office of Sub Registrar Haveli No.____at Serial No._____/_____ on _____.

AND WHEREAS by virtue of Development Agreements and the irrevocable power of Attorneys executed by the original land owners of City Survey Nos. 356 & 365 from time to time as expressed hereinabove, the Developer/ Builder and Promoters have occupied and possessed the said lands bearing City Survey Nos. 356 & 365 for an aggregate area of admeasuring $333.1 + 270.46 + 170.2$ total **773.76 Sq. Meters.**

AND WHEREAS the Developer/ Builder and Promoters have as agreed in the Development Agreements and in the irrevocable Power of Attorneys executed from time to time, have appointed an ARCHITECT BY NAME '_____' for preparing Layout plan of the buildings to be constructed consisting various Flats /Shops/Parking Spaces.

AND WHEREAS the Developer/ Builder and Promoters have submitted Layout plan for the buildings to be constructed, to the PCMC Authorities and PCMC executive engineers have approved the Layout Plan and pursuant thereof commencement Certificate dated_____under reference No._____has been issued to the Developer/ Builder and Promoters.

AND WHEREAS while sanctioning the said plans the authority and / or the Government has laid' down certain terms, conditions, stipulations and

restrictions which are to be observed and performed by the promoter while developing the said land and the said buildings and upon due observance and performance of which only the completion and occupation certificates in respect of the said buildings shall be granted by the concerned local authority.

AND WHEREAS the Developer/ Builder and Promoters have obtained necessary other permissions within the provisions of Urban Land Ceiling Act 1976.

AND WHEREAS the Developer/ Builder and Promoters have also applied to Real Estate Regulatory Authority Maharashtra under RERA act for getting Registration Certificate from them and pursuance of the same have obtained Registration Certificate bearing No._____and have thereby agreed to abide by the terms, conditions and stipulations that are contained in the RERA ACT in Maharashtra.

AND WHEREAS the Developer/ Builder and Promoters have in pursuance of Layout Plan of buildings consisting Flats/ Shops/ Parking spaces, in accordance with the plans of specifications sanctioned by the Pimpri Chinchwad Municipal Corporation have started construction of various buildings consisting Flats/ Shops/ Parking spaces for selling the same to various purchasers and put them into possession thereof for which the Developer/ Builder and Promoters are entering into separate Agreements.

AND WHEREAS the Developer/ Builder and Promoters have given inspection to the Flat /Shop purchaser of all the documents of title the agreement to sale and the plans, specifications prepared by the promoters, architects and or such other documents as are specified under the Maharashtra Ownership Flats . (Regulations of the promotion of construction, sale, management and transfer).Act 1963 (Here in after referred as the said act) and the rules made their under.

AND WHEREAS the copies of the certificate of title issued by the advocate of the promoter, copies of the property card extract and other relevant revenue record showing the nature of the title of the 'promoter to the said land on which the proposed buildings flats/ shops/ Parking Spaces etc. are to be constructed or are constructed. All The copies of the plans and specifications of the flats/ shop agreed to be purchased, approved by the concerned local authority have

been annexed hereto and marked ANNEXURE.

AND WHEREAS the Promoter has accordingly commenced construction of the said buildings in accordance with the said plans, rules and regulations.

AND WHEREAS the Purchaser has requested the Promoter to allot and sell to him / her /them Flat No./Shop No _____situated _____ floor in the proposed building, along with allotment of Parking space bearing allotment no. _____more particularly described in the: SCHEDULE B'.

AND WHEREAS the promoter are entering into separate agreements with several persons and parties for the sale of the Flats together with undivided interest in the piece and parcel of the said land.

AND WHEREAS the purchaser/s has/have agreed to acquire the Flat No.____Shop No _____on _____floor in the _____building of **‘XPANZ BUILDCON’** Scheme, for an amount of Rs. _____(Rupees _____Only) which includes the cost of undivided interest in the land on the Terms and Conditions herein after mentioned the common areas and facilities more particularly described in the Annexure.

NOW IT IS HEREBY AGREED BY AND BETWEEN

THE PARTIES HERETO AS FOLLOWS

- 1) The Promoter shall construct said Multi- storied building on said land in accordance with the plans and -which have been seen and approved by the purchaser with only such Variations 'and modifications' as the Developer / Builder may consider necessary or as may be required by the concerned local authority / Government to be made in them or -Any -Of them. The purchaser hereby agrees and given his / her irrevocable consent to the Developer, Builder to carry out such alterations, modifications etc in the sanctioned plan as may be required from time to time The purchaser shall not be entitled to raise any objection against the Developer I Builder: if Developer/Builder exploits I enjoys additional tenements / F. S. I / Built 'up Area if and when sanctioned by concerned authorities.
- 2) The purchaser/s hereby agree/s to purchase / acquire from the Developer / Builder and the Developer / Builder agree/s to sell / allot to

3) the purchaser Flat/ Shop No._____ admeasuring _____ sq. mtrs (____Sq. fts.) in saleable build up area inclusive of Balconies (approximately) on _____ floor. In the building No._____more particularly described in Schedule -'B' (hereinafter,calied as the said flat) The said price does not include the cost of additional amenities and facilities, over and above :the normal standard-amenities & facilities as per annexure hereunder.

4) The purchaser/s hereby agree/s to pay to the Developer / Builder the aforesaid purchase price of Rs. _____(Rupees _____ only) as a consideration of the Flat /Shop apart from the other payments to be made by the purchaser, under this agreement, to the Developer/ Builder/ Promoter in the following manner.

.TERMS OF PAYMENTS

- A) Rs._____ 15% At he time of Booking /execution of agreement.
B) Rs. _____15% On completion of the plinth.
C) Rs._____ 25% on Casting of the slab on concerned Flat / Shop
D) Rs._____ 10% on Completion of walls of concerned flat./Shop
E) Rs._____10% On Completion of the Doors and Windows.
F) Rs. _____10% On Completion of the internal Plaster.
G) Rs._____10% On Completion of the Flooring of concerned flat / Shop / office etc.
H) Rs._____5% On Completion of concerned Flat/ Shop
Total Rs. _____(Rupees_____only)

It is made clear and agreed by and between the parties hereto that the Developer/ Builder/ Promoter shall not be bound to follow the chronological order of any of the aforesaid stages/ instalments. It is hereby agreed that the time for payment as specified above is the essence of the contract and upon any failure of the purchaser to pay the same on due dates, it shall be deemed that the purchaser has committed breach of this agreement and the Developer/ Builder/ Promoter shall be entitled

to such action as is entitled to take in case of such breach of agreement.

4. It is hereby agreed by the purchaser that he shall pay to the Developer/ Builder/ Promoter interest at 12 Per Cent per annum on all the amounts which become due and payable by the Purchaser to the Developer/ Builder/ Promoter under the terms of this agreement from the date the said amount is payable by the purchaser to the Developer/ Builder/ Promoter.

5. The Purchaser shall and transfer of the said fiat/ shop/office, etc., until the completion certificate in respect of the flat I shop / office, etc., is awarded and only after the Purchaser has paid the entire dues under these presents unto the Developer / Builder.

The Developer / Builder hereby declares that the floor space index available in respect of the said land is shown in the sanctioned plan. It is hereby specifically agreed that the Developer,/ Builder shall be fully and absolutely entitled to transfer development rights of the said land or portion thereof (T. D. R.) to any other land of the Developer./ Builder or which the Developer / Builder is entitled 'to develop and / or vice-versa viz,. the Developer / Builder shall be fully and absolutely entitled to use and consume F. S. I. of any other land on the said land so far as may be permissible by the Rules and bye-laws of the Town Planning Authority and D. C. Rules. Any additional F. S. I. (FAR) and / or the residual F. A. R. (F. S. I.) in respect of the said land, and / or the layout thereof, will be available to the Developer / Builder. The PurChaser and / or the ultimate common organization of the flat purchasers shall not take any objection for the same and shall not claim any such residual and / or additional FSI (FAR) and / or the benefits. In this agreement the work F. S. i. or F. A. R. shall have the same meaning as understood by the Planning Authority under its relevant building rules or bye-laws. The Developer / Builder alone shall have, full rights of disposal / alienation / transfer of flats / shops / offices. etc. construction -resulting from the said residual / additional FSI and the flat purchasers / acquire of the said flat shall be entitled to,get membership and admission into the ultimate common organization /society / societies upon the necessary instruction / nomination from the Developer / Builder.

6. The Developer / Builder hereby agrees that he shall, before handing over the possession of the flat to the Purchaser and in any event, before execution of the conveyance of THE SAID FLAT, if required, in favor of ultimate common organization, as far as practicable ensure, that the said land is free from all the encumbrances, so as to enable' him / the said Owners to convey to the ultimate common organization such absolute clear and marketable title (which is accepted by the purchaser on as where is basis, without any further objection or requisition as to title) on execution of conveyance of the said land and /or building by the Developer/ Builder/ Promoter the said agreement in favour of such common organisation, if required.

7. Without prejudice to the rights of the Developer / Builder under Clause below of this Agreement, the purchaser agrees to pay to the Developer / 1 Builder interest at 18% per annum on all the amounts which become due and payable by the Purchaser to the Developer / Builder under the terms of this aareement, from the date the said amount,becomes payable by the Purchaser to the Developer / Builder till the actual date of payment.

8. On the purchaser committing default in payment on the due date of the amount due and payable by the purchaser to the 'Developer / Builder under this agreement _(including his / her proportionate share of the taxes levied by concerned local authority and other outgoing) and on the purchaser committing breach of any of the terms and conditions, herein contained, the Developer / Builder shall be entitled at his own option to terminate this Agreement.

Provided always that the power of termination hereinbefore contained shall not be exercised by the Developer I Builder unless and until the Developer / Builder shall have given to the Purchaser 15 days prior notice in writing of his intention to terminate this Agreement. and of the specific breach or breaches of the terms & conditions in respect ofWhich it is intended to terminate the Agreement and default shall have been made by the purchaset in remedying such breach or breaches within a 15 days time after giving such notice. Providing further that upon termination of this Agreement as aforesaid, the Developer / Builder shall be liberty to dispose off and sell the flat / house I shop / office, etc., to such person and at such price as the Developer / Builder may in his absolute discretion think fit;

Thereafter receiving consideration from new purchaser the Developer / Builder shall refund and / or tender to the Purchaser the installments of sale price of the flat / penthouse / row house/ shop/ office, etc. which may till then have been paid by the purchaser to the Developer / Builder after deduction expenses and loss.caused to the Developer / Builder but the

Developer / Builder shall not be liable to pay to the Purchaser any interest on the amount so refunded / tendered and upon termination of this Agreement.

9. The Standard fixture, fittings, and amenities to be provided by the Developer / Builder in the flat are those that are set out in SCHEDULE 'C' & 'D' written hereunder. The purchaser shall not be entitled to any extra fixtures, fittings and amenities. If however, any other extra fittings, fixtures or amenities are provided by the Developer / Builder, the purchaser shall be bound to pay extra price for such additions as per bills of the Developer / Builder the bills raised by the Developer / Builder shall be final.

10. The Developer / Builder shall complete construction of entire project in three years, first phase in 18 month, second phase in 18 months before or before, date. If the Developer / Builder fails or neglects to give possession of the flat to the purchaser on account of reasons beyond the control of the Developer / Builder or his Agents as per the provisions of Sec. 8 Of the - Maharashtra Ownership Flats Act, then the Developer / Builder Act, by the aforesaid date or the dates prescribed in Sec.8 of the shall be liable on demand to refund to the purchaser the amounts already received by him in respect of the flat With simple interest at nine percent per annum from the date the Developer / Builder received the sum till the date the amounts and interest thereon is repaid and tendered, provided that by mutual consent it is agreed that the dispute whether the stipulations specified or not will be referred to the Competent Authority who will act as an Arbitrator. Provided that the Developer / Builder shall be entitled to reasonable extension of time for giving possession of flat on the aforesaid date, if the completion of the Building in which the flat is to be situated is delayed on account of :

i) Non-availability of steel, cement, other building material, water or electric supply.

ii) War, Civil Commotion or act of God.

iii) Any notice, order, rule notification of the GOVERNMENT and / or other public or competent Authority or any Decree or order of any Court.

iv) Delay or default committed by the Purchaser or other purchasers in making the timely payments of instalments, without prejudice to the right of

Developer/ Builder/Promotor to terminate the Agreement.

11. The purchaser shall take possession of the flat/ shop within seven days of the Developer / Builder giving written notice to the Purchaser intimating that THE SAID FLAT /SHOP is ready for use and occupation on execution of a proper Deed of Conveyance and / or Sale Deed in respect of the said flat, if necessary.

Provided that if within a period, of, one year from the date of handing over the flat to the Purchaser, the Purchaser brings to the notice of the Developer / Builder any defect in the flat the Building in which the flats are situated or the material used therein or any unauthorized change effected by the Developer / Builder in the construction of the said Building, then wherever possible such defects or unauthorized changes shall be rectified by the Developer/ Builder at his own cost and in case it is not possible to rectify such, defects or unauthorized changes, then the Purchaser shall be entitled to receive from the Developer / Builder reasonable compensation for such defect or change. Provided further that it is agreed that the prescribed liability. period under this agreement shall be deemed to have commenced from the date of obtaining the completion certificate in respect of the flat/ shop.

Provided further it is' also agreed that the purchaser shall not carry out any alterations of whatsoever nature in THE SAID FLAT / SHOP or any fittings therein. In particular, it is agreed that the. Purchaser shall not tamper with or make any the alteration in any of the fittings , pipes, water supply connections or any of the erections in the bathroom as this may result in seepage of water and / or affect strength of the structure. If any of such works are (carried out without the written consent of the Developer / Builder, the purchaser shall not be entitled to the warranty regarding the defect liability and the'alleged defect, liability of the-Developer / Builder shall automatically stand extinguished.

12. The Purchaser shall use the flat/ shop or any part thereof, or permit the same to be used only for the Residential / commercial purpose' and / or the purpose as specified in SCHEDULE "B" as the case may be the Purchaser shall

use the parking spaces only for the purpose of parking of his / her / their own vehicles. 'The Purchaser shall not enclose the parking area in any manner, whatsoever and shall use the parking space only for two Wheelers, Cars or Jeeps.

13. The purchaser agrees to become' member of the Common organization such as Co-op. Housing Society and / or Association of Apartment Owners as may be formed by the Developer / Builder and shall file from time to time and execute the application for membership becoming a member and return to the Developer within 15 days of the same being forwarded by the Developer / Builder to the purchaser, so as to enable the Developer / Builder to make the purchaser member of such common organization. However, the purchaser shall not be entitled to claim membership and / or become member of such common organization until the purchaser shall have paid and discharged the full dues of the Developer / Builder as per these presents. The purchaser agrees that he shall be entitled to apply for membership and / or become member of such common organization only; upon the instruction. and nomination by the Developer / Builder and not otherwise. In case the Developer / Builder decides to form one or more Apartment Association of the purchasers and acquires of the tenements in the said building, then the Developer / Builder is entitled to execute or cause to be executed Deed of Declaration through the said Owners with such provisions and reservations as to restricted areas and facilities; voting rights, proportionate share in the common areas and facilities and other rules and bye-laws as the Developer / Builder in its absolute discretion might deem fit and proper. The purchaser shall not be entitled to raise any objection and / or grievance regarding the same. No objection shall be taken by the purchaser if any changes or modifications are made in the bye laws as may be required by the Registrar of Co-Operative Societies or any other Competent Authority. The Purchaser shall do all acts ,deeds and things that are necessary for getting the conveyance if any, required ,to be executed in respect of the said flat /shop.

14) Commencing a week after notice in writing is given by the Developer / , Builder to the purchaser that flat is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the built up area of the flat) of outgoings in respect of the said

land namely, local taxes, betterment charges or such other levies by the concerned Local Authority and / or Government, water charges, insurance, 'Common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses, necessary and incidental to the management

and maintenance of the said land and building. The purchaser hereby agrees to pay per square feet Rs. 70/- of his/her /their flat area as deposit for maintenance of common premises out of this deposit. Rs. 25/- per sq. feet. would be kept in the bank, in the name of Developer/Builder/ Promoter who would maintain club house ,garden & lawns and shall have total control and management of the same till the Developer/Builder thinks necessary in well maintaining the same & his business and Rs.30/- per sq. ft. would be transferred and kept in the name of the Society/ common organization for the payment of bills of common lights, common water charges, repairs and salaries` of clerks, bill collector, Chowkidars, sweepers and other expenses necessary and incidental to the management and maintenance of the said land and said building. And Rs. 25,000/- of shop area as deposit for maintenance.

15. Before execution of Agreement to Sale of the flat/shop, the purchaser shall pay to the Developer / Builder the purchaser's. share of the stamp duty and registration charges payable, if any.

16. The . flat/ shop purchaser shall on ' or before the delivery of possession of the said flat/office/shop etc. keep deposited with Promoter/ Developer total amount of Rs._____/ - (Rupees_____only) For-

A) Legal Charges.

B) Share amount, 'Entrance fees-for member-ship of society/common Organization

C) Formation of Society/ common organization

D) Proportionate share of taxes and other charges

E) As a deposit and other installation charges for M.S.E.B. Connection i.e. (Cable connection, Transformer etc.)

F) As against common parking charges.

G) As against Municipal Water Connection Charges

H) As against Stationery Charges.

The Developer /Builder shall utilize this amount for meeting all legal costs, charges and 'expenses. including legal charges for the - Attorney at Law' / Advocates of the promoters / Builders in connection with the formation of said society/ common organization; preparing rules, regulations and bye - laws and cost of preparing and engrossing the agreement and conveyance or

Assignment of lease. And the other additional charges referred hereinabove.

17 The purchaser himself / herself /themselves with intention to bring all persons into whosoever hands the flat/ shop / office, etc., may come, doth hereby convenient with the Developer / Builder as follows.

(a) To maintain the flat/shop at Purchaser's own cost in good tenantable repair and condition from the date of possession- of the flat/shop / penthouse / row house / shop / office etc. is taken and shall not do or suffer to be done anything in or to the building in which the flat / shop / office, etc. is situated, staircase or. any passages which may be against the rules regulations or bye-laws of the concerned local authority or change / alter or make addition in or to the building in which the shop / office etc. is situated and the flat,/ shop office, ,etc. itself or any part thereof.

(b) Not to store in the .flat any goods which are hazardous combustible or of dangerous nature or are so heavy as to damage the construction or structure, of the building in which the flat / shop / office, etc. is situated or storing of which 'goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the common 'passages or any other structure of the building in which the flat/shop is situated, including the entrance of the building in which the flat/ shop is situated, and in case any damage is caused to the building in which the flat/shop is situated or the flat/shop on account of negligence or default of the purchaser in this behalf, the purchaser shall be liable for the consequences of the breach.

(c) To carry at his won costs all the internal repairs to THE SAID FLAT/SHOP and maintain the flat/shop in the same condition, state and order in, which it was delivered by the Developer / Builder to the purchaser and shall not do or suffer to be done anything in or suffer to be done anything in or to the building in which the flat/ shop is situated or the flat/shop which may be given 'the

rules and regulation and bye-laws of the concerned local authority or other public authority, and in the event of the Purchaser committing any act in contravention of the above provisions, the purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and / or

other public authority.

(d) Not to demolish or cause to be demolished the Flat/ Shop or any part thereof nor at any time make or cause to be made any addition or alteration thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the Flat/Shop is situated and shall keep the portions, severs, drain pipes, in the flat/shop and appurtenances thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the building in which the flat/shop is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or .RCC parts or other structural matters in the flat/shop without the 'prior written permission of the Developer / Builder and / or the Society.

(e) Not to do or permit to be done any act or thing which may render void or voidable any insurance : of the said land and the building in which the flat/shop is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

(f) Not to throw out rubbish rags, gabage or other refuse or permit the same to be thrown from the said flat/ shop in the compound or any portion of the said land and the buildings in which the flat/shop is situated.

(g) Pay to the Developer Builder within seven days of the demand by the Promoters, his/her/ their share of security deposit and other charges / expenses demanded by concerned local authority or Government, public Body, M.S.E.B, Semi Government Authority, etc., for giving water, electricity or any other service connection to the building in which the flat /shop is situated.

(h) 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 the user of the flat/shop by the purchaser Viz, user for any purpose other than for specified purpose.

(i) The purchaser shall not let, sublet, transfer, assign or part with the purchaser interest or benefit factor if this Agreement or part with the possession' of the flat until all the dues payable by the purchaser to the

Developer / Builder under this agreement are fully paid up and only if the

purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the purchaser has intimated in writing to the Developer/ Builder and obtained prior written consent of the Developer/ Builder for the same after paying required transfer fees to the Developer/ Builder, which consent the Developer/ Builder in his absolute discretion may grant or refuse.

j) The purchaser shall observe and perform all the rules and regulations which the society or the limited company or the association of apartment owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said buildings and the flat therein and for the observance and performance of the building rules, regulations, and the bye-laws Government and other public bodies. The purchaser shall also observe and perform all the stipulations and conditions laid down by the society or the limited company or the association of Apartment Owners regarding the occupation and the use of the flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other outgoings in accordance with the terms of this agreement.

k) The purchaser shall permit the Developer / Builder and their Surveyors and agents, with or without workmen' and others, at all reasonable times, to enter into and upon the said land and the buildings or any part thereof to view and examine the state and condition thereof.

18. Nothing contained in this agreement_ is intended to be nor shall be construed as a grant, demise or assignment in law of THE SAID FLAT and. Building or any part thereof. The purchaser shall have no claim save and except in respect of the flat hereby agreed to be sold to him / her / them and all parking spaces, lobbies, etc., will remain the plot of the Developer / Builder. The Developer / Builder is absolutely entitled to allot or transfer right to enjoy parking space / open space etc., exclusively and / or as restricted area and facility unto and in favor on any individual or other purchaser. The Purchaser

shall not be entitled to raise any objection against the Developer / Builder in the exercise of such right of the Developer / Builder.

19. The purchaser shall present this Agreement at the proper registration

Office for Registration within the time limit prescribed by the Registration Act, and the Developer / Builder will attend such office and admit the execution thereof.

20. All notices to be served or contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A. D. / Speed Post specified hereinabove. at his / her/ their address specified hereinabove.

21. The Purchaser undertakes that if any certificate order / no objection etc., that may be required to be produced by the Purchaser under any law and rules in force today and in future the same shall be produced by the purchaser within the stipulated time, under such act and rules.

22. The Purchaser shall not raise any objection in the matter of allotment, or sale of other accommodation flat / shop/ office, etc., in the said scheme to any other person's by the Developer / Builder, on any said scheme to any other person's by the Developer / Builder, on any ground whatsoever.

23. It is hereby expressly agreed between the parties hereto that the Developer/ Builder/ Promoter shall be entitled to borrow construction loan from any person or party including Banks either Government or Private or Co-operative or financial institutions etc. and for that purpose to create any mortgage or lien on the said land and/or the entire construction work put up thereon or any part thereof.

24. In case the Developer / Builder decides to have more than one common organization in the said building or project; the purchaser shall not raise any objection for the same. In any such 'event the Developer / Builder shall be entitled to execute and register separate conveyances / transfer deeds separately in favour of such' common organizations and / or individual flat/shop purchasers. The Developer / Builder shall in its absolute discretion be entitled to consolidate or amalgamate all or any' of such Common organization or from any apex common Organization. It is further agreed that the Developer/ Builder shall be entitled to retain one or more unsold flats /

shops / offices etc., and shall continue to have full and absolute rights of disposal thereof without any objection hindrance, or claim from the purchaser and / or the Ultimate Common organization and in any such case such common organization shall not be entitled to claim any compensation, contribution transfer fee from the Developer / Builder or from the transferee / assignee / acquire from the Developer / Builder. Further it is also agreed and declared that no maintenance or common charges are payable by the Developer / Builder for such unsold premises. The Ultimate common organization or members thereof shall not claim or demand any contribution from the Developer / Builder with regard to such unsold flats / shop / offices, etc. The

Developer / Builder further shall be entitled to consume and utilize or take advantage of any balance / residual / additional FSI and / or construction as may be permitted or granted by the concerned authorities without any objection and or claim and or hindrance from the purchaser or the ultimate common organisation.

25 In case any land or portion of the land described above is acquired by any Authority and / or additional FSI is granted before execution of the final conveyance, then the Developer / Builder alone shall be entitled to take compensation for the same or get F S I in lieu of compensation.

26. The area of the flat/ shop is approximate admeasuring _____Sq.Fts. Any addition or reduction ,in the area shall be accounted for and in Case of increase of the area the purchaser shall be liable to pay to the Developer / Builder proportionate amount in addition to the consideration agreed' hereunder and in case of reduction he / she / they shall be entitled for the proportionate deduction from the consideration.

27. It is further agreed that in case the purchaser desires to enclose / close the terrace of the said flat/ shop, he shall not be entitled to execute or carry out the said work on his / her / their own without the prior written permission of the Developer / Builder. In any such event, the purchaser shall intimate his / her / their intention in writing to the Developer / Builder. The Developer / Builder then subject to the permission from the concerned authorities shall be entitled to carry out and execute the said work of enclosing the balcony against the full prior payment by the purchaser as per the bill / estimate of the Developer / Builder. The purchaser shall also pay and bear separately the

amount of premium / fine, if any, as may be charged by the concerned authorities or granting the necessary permission to enclose the balconies.

28. Developer / Builder have given the rights of Advertisements (like Holdings, Neon Signs Board) to **M/S XPANZ BUILDCON**, DEVELOPERS, PROMOTERS & BUILDERS for the entire buildings and the purchasers are well aware of it and they are not going to object for it.

29. If, at any time Developer / Builder purchase any of the neighbouring property in that case Developer Builder have full right of way, right of excess, right of laying water and drainage line, electricity line or to give right of way to any neighbours property for which purchaser will never object in any case or at any time.

30. In case of any delay for providing common amenities like Club House, Landscape Garden etc , due to any unforeseen difficulties in that even Purchaser will not take any objection for delay. before compilation of the Township /Project/Scheme.

31. The purchaser agrees that the Developer / Builder shall be entitled, to provide open space and / or any part of the building to M. S. E. B. for installation of Transformer or for any other purpose of such terms and conditions as the Developer / Builder may in his absolute discretion think fit and the purchaser shall not be entitled to raise any objection for the same on the ground of inconvenience, annoyance, safety or on any other ground and the purchasers shall also not be entitled to any consideration, compensation, premium, damages etc., for the same. The Purchaser agrees to give his unconditional consent and no objection certificate for the same if required by the concerned authority.

32. The purchaser hereby agrees that the Certificate of Architects of the Developer /Builder regarding the -quality of construction and of the specifications, of the flat /shop and the building shall be binding upon him / her/them and the purchaser shall not be entitled to raise any dispute about the same.

33. The Developer / Builder shall be at liberty to sell, assign or transfer or otherwise deal with his development rights.

34. This agreement shall 'always be subject to the provisions of the Maharashtra Co-op Societies Act 1960 and or the Maharashtra Apartment Ownership Act (Mah. Act No. XV of 1971) and the rules made there under and will be always binding on purchaser and Developer / Builder.

SCHEDULE "A"

(Description of the said, land)

All that piece and parcel of a ground or land within registration sub-district Haveli, District Pune and within the limits of Chinchwad Municipal

Corporation bearing City survey No. 356 and City Survey No. 365 (part) in aggregate admeasuring **773.76 Sq. Meters..** along with _____% F.S.I. Equivalent to _____ Sq. Fts to be consumed of village Pimple Saudagar falling under Sub Division 10/1 being Gavthan area., and the said land is bounded as follows:-

On or towards East _____

On or towards South _____

On or towards West _____

On or towards North _____

SCHEDULE "B"

(Description of the Flat/ Shop constructed on above land)

Flat / Shop bearing No_____on the _____floor, of Building No_____in _____wing situate at the land described in SCHEDULE A herein above admeasuring _____Sq.Meters i.e._____Sq. Fts. Built up along with the terrace admeasuring _____Sq. Mtrs, i.e._____Sq.Fts. and parking space No._____and more particularly shown in Red Colour boundary line in the Plan annexed hereto as ANNEXURE.

SCHEDULE "C"

(SPECIFICATIONS)

1.R.C.C.Structure : Earthquake Resistant R.C.C.Structure

2. Flooring : Living Room, Bedroom, Kitchen, Passage and Toilets with Ceramic Tiles.

3. Paint : All the internal wall with oil bond distempers and good quality paint on exteriors walls.

4. Door : Designed laminated main door & other flash doors.
5. Windows : M.S.Grills and powder coated aluminium windows.
6. Kitchen : Granite Kitchen Otta with stainless steel sink and Ceramic Tiles with full height above otta.
7. Toilets : 7' Height Ceramic tiles with all Jaguar fittings and good quality sanitary fitting & C.P. fittings with concealed plumbing.
8. Electrification: 1 Phase M S E B Meter, Concealed wiring, Telephone cable, T.V. point in living room & Master Bed room, all good quality electric fittings.

9. Lift : Good quality lift if layout plan approved accordingly.
10. Generator Back up : Lift , common passage, Watchman Gate, Water Pump, Street light will be with Generator Back up.

SCHEDULE "D"

(COMMON AREAS AND AMENITIES)

- 1.Community hall
- 2.Landscape Garden
- 3.Children Play Park
- 4.Gymnasium with Steam and Sauna Bath facility
- 5.Spacious Parking (Approximately 125 Sq. Fts)
- 6.Security watchman cabin near main entrance
- 7.Shopping Complex
- 8.Internal Street Lights
- 9.Every building with Solar Heater System
10. Every building with Garbage Disposal Facility
11. Compound Wall
12. 24 Hour water supply.

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

PURCHASER/S	DEVELOPER/BUILDER/PROMOTOR
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1.Sign.	FOR XPANZ BUILDCON
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(Name_____)	(_____Partner)
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2.Sign.	(_____Partner)
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(_Name_____)	(_____Partner)
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(_____Partner)

Witness (1) Sign_____

(Name_____)

Address_____

Witness (2)_____

(Name_____)

Address_____