

// Shri Gajanan Prasannaa //
AGREEMENT TO SALE

This Agreement to Sale is made and executed on thisth day of in the year 2017, at Pune.

BETWEEN

M/S. N. G. REALTY

Registered Partnership Firm,

[PAN No.]

Having its office at:- Plot No. 4/14, B-304,
 Survey No. 34, Renuka Corner, Tapkir Chowk,
 Thergoan, Pune – 411033.

Through its Partners

1. MR. ARVIND YADAV GULUMKAR

Age - 47 Years, Occupation - Business,

PAN No. AFWPG4247E

R/at- Flat No. D-410, Aakashdeep,
 Survey No. 14, Ganeshnagar, Dhayari, Pune – 411041.

2. MR. LAXMAN DAGADU NALAWADE

Age - 47 Years, Occupation - Business,

PAN No. AFWPG4247E

R/at:- Flat No. 304, B-Wing, Renuka Corner,
 Plot No. 4/14B, Tapkir Chowk, Thergoan, Pune – 411033.

.....HEREINAFTER CALLED AS "**PROMOTER/DEVELOPER**"

(Which expression shall unless it be repugnant to the context shall mean and include themselves, their heirs, executors, members, administrators and assigns)

.....PARTY OF THE FIRST PART.

AND

MR......

Age- Years, Occupation –,

PAN No.

R/at.

.....

.....HEREINAFTER CALLED AS "**PURCHASER**"

(Which expression shall unless it be repugnant to the context shall mean and include his/her/themselves, his/her/their heir/s, executors, administrators and assigns.)

.....PARTY OF THE SECOND PART.

A N D

1. MR. DADA MANOHAR GOSAVI

Age: 31 Years, Occupation: Business,

Pan No:- AJIPG4317R

R/at:- Ambegaon, Pathar, Pune – 411046.

2. MR. SUBHASH BHOJA CHAVAN

Age: 38 Years, Occupation: Business,

Pan No:- ALJPC9934H

R/at:- Indrayaninagar, Dattanagar, Pune – 411046.

3. MR. NARAYAN TARIYA NAIK

Age: 41 Years, Occupation: Business,

R/at:- Plot No. 86, Anandnagar, Sukhsagar Nagar,
Katraj Pune – 411046.

**Through Their Developer and
Power of Attorney Holder**

M/S. N. G. REALTY

Registered Partnership Firm,

[PAN No. AALFN8576B]

Having its office at:- Plot No. 4/14, B-304,
Survey No. 34, Renuka Corner, Tapkir Chowk,
Thergoan, Pune – 411033.

Through its Partners

1. MR. ARVIND YADAV GULUMKAR

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2. MR. LAXMAN DAGADU NALAWADE

Age - 47 Years, Occupation - Business,

PAN No. AFWPG4247E

R/at:- Flat No. 304, B-Wing, Renuka Corner,
Plot No. 4/14B, Tapkir Chowk, Thergoan, Pune – 411033.

Hereinafter referred to as the **“OWNER/CONSENTING PARTY”**

(Which the expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said OWNER, their legal heirs, survivor, executors, administrators, representatives, agents and assignees)

.....PARTY OF THE THIRD PART

WHEREAS All that piece and parcel of property bearing Survey No. 51+70+71, having Plot No. 68, total area admeasuring 300 Sq. Mtrs situated at village Varale, Tal. Maval, Dist. Pune and within the local limits of Pune Zilla Parishad/Taluka Panchayat Samiti Maval and within the jurisdiction of Sub Registrar Maval.

History relating to said properties

That the property bearing survey No. 70/2/1, total area admeasuring 01 H 39 R, was originally belongs to Smt. Muktabai Tukaram Marathe, Santosh Tukaram Marathe & Saindrabai Dattatraya Karale. Accordingly their names were appeared in the record of 7/12 extract as owners thereof.

Thereafter the owners have prepared lay out of the entire Survey No. 71/2/1/1 and have got sanctioned the same from the office of Collector of Pune by its No. LND/WS/I/3800/70 on 08/01/1971. Thus as per the said layout effect of the same was given in the record of 7/12 extract by mutation entry No. 824.

That Smt. Muktabai Tukaram Marathe for herself and natural guardian of her minor son Santosh Tukaram Marathe & Saindrabai

Dattatraya Karale have sold the property bearing survey No. 70/2/1, area admeasuring 01 H 39 R, assessed to following purchasers:-

Name		Area Purchased
Bhalchandra Dattatraya Hundare	-	00 H 09 R
Taramati Kisan Marathe	-	00 H 09 R
Dadabhau Savleram Marathe	-	00 H 09 R
Bajirao Ganpat Marathe	-	00 H 09 R
Nanibai Nanasaheb Hundare	-	00 H 06 R
Kisan Jayant Murhe	-	00 H 09 R
Dhananjay Vasudevrao Jadhav	-	00 H 09 R
Shamrao Yashwantrao Sawant	-	00 F1 09 R
Ganesh Bhiku Dhore	-	00 H 09 R
Shahaji Ganpat Murhe	-	00 H 09 R
Babaji Nana Hundare	-	00 H 09 R
Tanhubai Dadabhau Marathe	-	00 H 06 R
Dattatraya Dagdu Gopale	-	00 H 09 R
Malan Tukaram Thite	-	00 H 09 R
Mahendra Nanasaheb Hundare	-	00 H 04 R

That the owners i.e. Smt. Muktabai Tukaram Marathe for herself and natural guardian of her minor son Santosh Tukaram Marathe & Saindrabai Dattatraya Karale have also kept an area admeasuring 00 H 15 R land for road, amenities space.

That Smt. Muktabai Tukaram Marathe for herself and natural guardian of her minor son Santosh Tukaram Marathe & Saindrabai Dattatraya Karale have executed sale deed in favour of Bhalchandra Dattatraya Hundare (00 H 09 R), Taramati Kisan Marathe (00 H 09 R), Dadabhau Savleram Marathe (00 H 09 R), Bajirao Ganpat Marathe (00 H 09 R), Nanibai Nanasaheb Hundare (00 H 06 R), Kisan Jayant Murhe (00 H 09 R), Dhananjay Vasudevrao Jadhav (00 H 09 R), Shamrao Yashwantrao Sawant (00 H 09 R), Ganesh Bhiku Dhore (00 H 09 R), Shahaji Ganpat Murhe (00 H 09 R), Babaji Nana Hundare (00 H 09 R), Tanhubai Dadabhau Marathe (00 H 06 R), Dattatraya Dagdu Gopale (00 H 09 R), Malan Tukaram Thite (00 H 09 R), Mahendra Nanasaheb Hundare (00 H 04 R) along with area of 00 H 15 R which is kept for common ingress and outgress road of all the plot holders who have purchased properties in Survey No. 51/1/1, 20/2/10 & 71/2/1. The said sale deed was registered in the office of Sub Registrar Maval noted at Sr. No. 6191/1989 on 15/12/1989. Accordingly as per the said sale deed name of above plot purchasers were recorded in the record of 7/12 extract as owners to their respective purchaser shares.

As the said search report is relating to the property derived from Mahendra Nanasaheb Hundare & Dattatraya Dagdu Gopale to the present owners, thus other non related history is not considered in the said search report.

That Dattatrava Dagdu Gopale & Nanibai Nanasaheb Hundare have executed Power of Attorney in respect of property admeasuring 00 H 06 R belonging to Nanibai Nanasaheb Hundare and area admeasuring 00 H 09 R belonging to Dattatraya Nanasaheb Hundare from Survey No. 71/2/1/1 in favour of Mahendra Nanasaheb Hundare. The said Power of Attorney was notarized before Advocate and Notary Atul Shivram Parulekar on 22/11/1999 registered at Sr. No. A/1026. Thus as per the said Power of Attorney Mahendra Nanasaheb Hundare has got powers to dispose of the property owned by Nanibai Nanasaheb Hundare admeasuring 00 H 06 R belonging to Dattatraya

Nanasaheb Hundare and area admeasuring 00 H 09 R from Survey No. 71/2/1/1.

Thereafter the plot holders of Survey No. 51/1/1, 70/2/1/1, 70/1/1/2, 71/2/1/1, 71/2/1/2 have again preferred layout in respect of said properties in the office of Collector of Pune, accordingly the Collector of Pune had approved the same by its No. PAR/NASR/18/2000 DATED 08/03/2000. As per the said layout the TILR has prepared Phalnibara and had divided into various small plots. As per the said Phalnibara Mr. Mahendra Nanasaheb Alais Nanaso Hundare and Dattatraya Dagdu Gopale have got plot from Survey No. 51+70+71, bearing Plot No. 68, area admeasuring 300 Sq. Mtrs. Accordingly effect of the same was given in the record of 7/12 extract by opening new 7/12 extracts by mutation entry No. 4908.

Thereafter Mr. Mahendra Nanasaheb Hundare for himself and Power of Attorney Holder of Dattatray Dagdu Gopale had sold an area admeasuring 300 Sq. Mtrs. (out of it area admeasuring 11 Sq. Mtrs. was owned and possessed by Mahendra Nanasaheb Hundare and area admeasuring 289 Sq. Fts was owned and possessed by Mr. Dattatraya Dagdu Gopale), having revised plot No. 68 to Mr. Rajkumar Kashinath Deshmukh by registered sale deed. The said sale deed is registered in the office of Sub Registrar Maval-2 noted at Sr. No. 1977/2013 on 20/04/2013. Accordingly as per sale deed name of Mr. Rajkumar Kashinath Deshmukh was recorded in the record of 7/12 by Mutation entry No. 4952.

Thereafter Mr. Rajkumar Kashinath Deshmukh had sold an area admeasuring 51+70+71, having Plot No. 68 to Dada Manohar Gosavi, Subhash Bhoja Chavhan & Narayan Tariya Naik by registered sale deed. The said sale deed is registered in the office of Sub Registrar Maval noted at Sr. No. 313/2014 on 13/01/2014. Accordingly as per the said sale deed name of Dada Manohar Gosavi, Subhash Bhoja Chavhan & Narayan Tariya Naik is recorded in the record of 7/12 of the property bearing Survey No. 51+70+71, having Plot No. 68 for an area admeasuring 300 Sq. Mtrs. by mutation entry No. 5101.

Thereafter Dada Manohar Gosavi, Subhash Bhoja Chavhan & Narayan Tariya Naik have assigned their development respect rights in respect of property bearing Survey No. 51+70+71, having Plot No. 68, area admeasuring 300 Sq. Mtrs. in favour of M/s. N. G. Reality, Registered Partnership Firm, through its Partner Mr. Arvind Yadav Gulumkar & Mr. Laxman Dagdu Nalawade by executing registered Development agreement and Power of Attorney. The said Development Agreement & Power of Attorney were registered in the office of Sub Registrar Maval-2 noted at Sr. No. 3689/2015 & 3690/2015 on 19/06/2015.

Thus by the Development agreement & Power of Attorney M/s. N. G. Reality, Registered Partnership Firm, through its Partner Mr. Arvind Yadav Gulumkar & Mr. Laxman Dagdu Nalawade have got exclusive development rights in respect of the property bearing Survey No. 51+70+71, having Plot No. 68, to the extent of area admeasuring 300 Sq. Mtrs.

That owner has carried out demarcation of the above property from concerned office on/.../.....

That M/s. N. G. Reality, Registered Partnership Firm, through its Partner Mr. Arvind Yadav Gulumkar & Mr. Laxman Dagdu Nalawade

on behalf of owners has preferred building plan on said property and got building plan sanctioned from the office of Sub - Divisional Officer, Pune, Sub- Division, Pune vide No. DP /nrE'E/'mi.damio/g.Z\$.51+70+71,^y.H«\$. 68/5.H«\$.38/5.H«\$.38/3638 on 09/03/2016 and has obtained Commencement Certificate for construction of building on the said property.

That M/s. N. G. Reality, Registered Partnership Firm, through its Partner Mr. Arvind Yadav Gulumkar & Mr. Laxman Dagdu Nalawade have filed an application before the office of Collector of Pune, Collectorate, Pune (Revenue Branch) for granting permission to make use of said property for Non-Agricultural purpose i.e. for Residential purpose and Commercial purpose. Accordingly The Collector, Pune has granted permission under order No. on .../.../

AND WHEREAS the Promoter have entered into a standard agreement with an Architect registered with the council of Architect and such agreement described by the council of Architects, the Promoter have engaged the services of **Mr. Sunil Bhamre Registered Architect** and **S. S. Patane Associates as Structural Consultants**, herein for the preparation of the structural designs of the building and Promoter accepts the professional supervision of the Architect and the structural engineer till the completion of the building.

AND WHEREAS by virtue of Development Agreement the Promoter alone have the sole and exclusive right to sell the units in the said building to be constructed by the Promoter on the said property and to enter into agreement with the Purchasers of the flats and to receive sale price.

AND WHEREAS the copy of Certificate of Title issued by Mr. Vishal Suresh Jagdale, Advocate of the Promoter & Builder, Copies of 7/12 extract of village forms and other relevant revenue record showing the nature of the title of the Promoter & Builder to the said property on which the Flats and other amenities are to be constructed as per plan etc., out of which the Flat mentioned in the schedule is agreed to be purchased by the Purchaser.

AND WHEREAS the Purchaser demanded from the Promoter and the Promoter have given inspection to the Purchaser of all the documents of title relating to the said property, the orders, the agreements, the plans, design and specifications prepared by the Promoter and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Constructions, Sale, Management and Transfer) Act, 1963 and the rule made there under.

AND WHEREAS relying on the Purchaser's representations and the assurances and subjected to the terms and conditions mentioned in this agreement, the Promoter herein has agreed to sell and the Purchaser herein agreed to purchase **Flat No. "....."** admeasuring carpet area of about **Sq. Ft. i.e. Sq. Mtr.**, with adjoining same level terrace having area about **59 Sq. Ft. i.e. Sq. Mtr.** subject to fluctuation of both areas not more than four percent on **Floor** of the **Wing No. "....."** in the project known as "....." which the flat is more particularly shown delineated and demarcated hereto, at or for mutually concluded and agreed lump sum consideration of **Rs./- (Rupees Only)** excluding expenses for stamp duty, registration fees, registration charges, service tax, VAT, LBT, GST (if applicable) or any other taxes levied which shall be paid by purchaser

separately. **The sale of the said flat is on the basis of Carpet Area only.** The Purchaser is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately two to four percent. The Purchaser consents for the same and is aware that the consideration being lump sum will not change. The purchaser agrees not to challenge the said consideration as the same having been settled on lump sum basis after considering all aspects and other terms of this agreement. Further, the purchaser is given the right of exclusive use of **One Car Parking Space** and the purchaser agrees that if for any reason it be held that allotment of the Car Park herein to the purchaser gets cancelled (due to order of the court or implementation of any law) then the purchaser shall not be entitled to ask for refund of any amount or compensation as price herein agreed is only for the flat and allotment is made Ex-Gratia for beneficial enjoyment of the same. The purchaser further agrees that he will not challenge any allotment of any parking space made by the promoter to any other purchaser/s.

AND WHEREAS the carpet area of the said Apartment/Flat is square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS the Purchaser is aware of the fact that the Promoter has entered or will enter into similar and/or different and/or separate Agreements with several other intending purchasers and/or Purchasers, persons and parties in respect of other units in the said building/project;

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

1. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE

The Promoter has made full and true disclosure of the title of the said land as well as the encumbrances, if any, known to the Promoter. The Promoter has also disclosed to the Purchaser, nature of its right/s, title and interest and right to construct and sell building/s and the tenements, flats/ Shop developed therein on the said land. The Promoter has also given inspection of all documents to the Purchaser. The Purchaser has carried out independent search and investigated of the title of the property by appointing his/her/their own Advocate in regards to the title, interest, building plans, NA orders etc. The Purchaser having acquainted and satisfied himself/ herself/ themselves with all the facts and nature of rights of the Promoter has/have entered into this Agreement. The Purchaser herein after shall not be entitled to challenge or question the title of the promoter/developer /owner and the right of the promoter/developer/owner to enter into this Agreement under any circumstances whatsoever.

2. NAME OF THE PROJECT

The name of the Project shall be **“MORYA RESIDENCY”**. The said name shall not be changed for any reason whatsoever without prior written consent of the promoter/developer/owner herein.

3. SANCTIONS

The Promoter/Owner has got sanctioned the building plans of the said project by Sub – Divisional Office, Pune, Sub – Division, Pune vide No. DP /nrE'E/'mi.damio/g.Z\$.51+70+71, ^y.H«\$. 68/5.H«\$.38/5.H«\$.38/3638 on 09/03/2016 and has obtained Commencement Certificate for construction of building on the said property.

The Promoter shall construct the said building/s consisting of Ground + Four floors on the project land in accordance with the plans, designs and specifications as approved by the concerned authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment/Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

4. ALTERATION AND MODIFICATION OF SANCTIONED LAYOUT & BUILDING PLANS

The Promoter herein shall construct the said building/s on the said land in accordance with the plans, designs and specifications approved by the concerned local authority, which have been seen and agreed by the Purchaser herein. The Purchaser hereby agrees and give his/her/their irrevocable consent to the Promoter herein to carry out such, alterations, modifications in the sanctioned layout/ building plans, as the Promoter in his sole discretion thinks fit and proper and / or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, competent authority or Government or quasi-governmental or any officer of any local authority provided that the Promoter shall have to inform in writing to the Purchaser if such alterations and modifications adversely affect the carpet area of the said flat of the purchaser. The Promoter has made the purchasers aware and the purchaser hereby gives explicit no objection and irrevocable consent to the Promoter to prepare the new/revised layout and building plans even by shifting the locations of the buildings, parking area, amenity space, garden space, recreation spaces, entrance gate, open spaces, internal roads, position of dust bins, transformer plinths, Sewage Treatment Plant/s, plumbing stations(if any) by adding new floors/building's etc.on the said land and to submit the same to the requisite authorities and obtain their sanctions and also further revise or amend the said plans as and when thought necessary by the Promoter or as and when required by the

Promoter, and for the said purposes to sign all plans, without in any manner making the Purchaser liable for any costs and affecting his/her/their interest. The Promoter herein is/may be constructing the building/s on the said land in phases and the construction/development of the said project may continue for prolonged period of time, the Purchaser is made specifically aware about the same and Purchaser herein undertakes not to raise any objection on any ground whatsoever & shall not obstruct the construction/development of the said project in any manner whatsoever.

5. CONSIDERATION

Relying on the Purchaser’s representations and the assurances, the Promoter herein has agreed to sell and the Purchaser herein agreed to purchase **Flat No. “.....”** admeasuring carpet area of about **Sq. Ft. i.e. Sq. Mtr.**, with adjoining same level terrace having area about **Sq. Ft. i.e. Sq. Mtr.** on **Floor** of the **Wing No. “.....”** in the project named and promoted as **“MORYA RESIDENCY”** which flat is delineated and demarcated in Red Colour on the plan annexed hereto an **Annexure-“B”**, at or for total lump-sum consideration of **Rs./- (Rupees Only)** including the price for proportionate share in the said land and excluding all expenses for stamp duty and registration fees, service tax VAT, LBT, GST, or any other taxes levied, (if applicable),which shall be paid by Purchaser separately as and when demanded by the promoter within 07 days of such demand being made in writing. The sale of the said flat is on the basis of the Carpet Area only. The Purchaser is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately two to four percent. The Purchaser consents for the same and is aware that the consideration being lump sum and it will not change.

The nature, extent and description of the common areas and facilities are more specifically described hereunder in **SCHEDULE-C** and the Promoter has agreed to provide specifications in the said flat which are more particularly described in the **Annexure “C”** hereto.

6. INSTALLMENTS OF PAYMENT

The Purchaser has agreed to pay the consideration of **Rs./- (Rupees Only)** in following manner;

Whereas the Purchaser/s herein has/have paid the following amount to the Promoter as a part consideration of the said flat / unit:-

Amount	Particulars

Rs./-	Paid by cheque bearing No., drawn on, Branch, on .../.../.....
Rs./-	To be paid by the Purchaser by obtaining loan and or by own contribution as per schedule given above.

Remaining amount shall be paid in the following manner:-

Sr.	Amount	Particulars
I.	Rs./-	(20%) Within 15 Days of booking including booking amount.
II.	Rs./-	(15%) On or before commencement of Plinth Work.
III.	Rs./-	(10%) On or before commencement of 1 st Slab
IV.	Rs./-	(10%) On or before commencement of 2 nd Slab.
V.	Rs./-	(10%) On or before commencement of 3 rd Slab.
VI.	Rs./-	(10%) On or before commencement of 4 th Slab.
VII.	Rs./-	(10%) On or before commencement of 5 th Slab
VIII.	Rs./-	(5%) On or before commencement of Brick Workd
IX.	Rs./-	(5%) At the Stage of Plaster + Flooring
X.	Rs./-	(5%) At the time of Virtual Possession
	Rs./-	TOTAL CONSIDERATION (100%)

It is made clear and have been agreed by and between all the parties to these presents that all the payments to be made by the Purchaser or his banker for and on behalf of the Purchaser.

It is made clear and agreed by and between the parties hereto that the promoter shall not be bound to follow, chronological order of any of the stages of the above said construction stages/installments and that the Promoter shall be at complete liberty to choose the chronology of the respective stages of the construction. The Purchaser agrees that the Promoter may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said flat is also arrived on the assurance of the Purchaser to abide by the above payment schedule only and it will not be altered by the Purchaser. The Purchaser shall make all the payments to the Promoter by Demand Draft/Pay orders/Local Cheques/CTS Cheques/NEFT/RTGS payable at Pune only. If the Purchaser makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoter and to the extent the said amount is credited by deducting the commission of the Bank and bouncing / dishonor charges, if applicable for the default. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Purchaser or Housing Finance Companies/Banks, etc.

7. It is hereby specifically agreed that the time for payment as specified above is of utmost essence of this agreement and on 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 Promoter shall be entitled to take such action as they are entitled to take in case of breach/default of this agreement, including termination of this agreement. Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of

the installments on the due date, the Purchaser shall be bound and liable to pay interest @ bank interest rate per annum with quarterly rests on all amounts which become due and payable by the Purchaser to the Promoter till the date of actual payment. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall be construed as condonation the Purchaser has agreed to pay the same before by Promoter on such delay. The amount of interest shall be calculated after completion of the said flat and the purchaser has agreed to pay the same before possession of the said flat without fail.

8. TAXES AND OTHER LEVIES

If at any time, after execution of this agreement the Central Government / State Government / Local authority / Revenue Authority / any other authority / any court / Judicial authority / quasi-judicial authority by way of any Statute / rule / regulation / notification / order / judgment / executive power etc. levies any tax / duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund / betterment tax / sales tax / transfer tax / turnover tax / works contract tax / service tax, VAT / GST / LBT, penalties etcetera and put in force or shall be in force prospectively or retrospectively, in respect of the said flat or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter then reimbursed) by the Purchaser. The Purchaser hereby indemnifies the Promoter from all such levies, taxes, outgoings, cost and consequences.

9. The parties hereto understand that there is some obscurity relating to the payment of Service Tax / Value Added Tax (VAT) / GST / LBT related to the transaction in this agreement. It is, however, agreed that the liability and responsibility to pay such Service Tax / VAT / GST / LBT, Penalties and interest thereon etc., shall solely be on the Purchaser. The Promoter shall not be liable and / or responsible for payment thereof. In the event, however if the Promoter is constrained to pay any such amount, the Purchaser shall be liable to reimburse the same to the Promoter together with penalty (if any) and interest from the date of payment by the Promoter. It is agreed that the Promoter shall have the right to claim such amount along with other claims of compensation / losses / burden undergone / undertaken by the Promoter. It is further agreed that there shall always be a charge / lien on the said flat in favor of the Promoter against the amount payable by the purchaser to the Promoter towards the Service Tax / VAT / GST / LBT and / or any other tax, duty, charge, premium, levies, cess, surcharge, interest, penalties, outgoings etc. relating to this transaction.

10. TERMINATION OF AGREEMENT

On the purchaser committing default in payment on the due dates, of any of the installments or any other amounts due and payable of the Purchaser committing breach of any terms and conditions of this agreement, the Promoter shall in its sole discretion be entitled to terminate this Agreement. Provided always that the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter has given to the Purchaser fifteen days prior notice in writing of the Promoter's intention to terminate this agreement and of the breach or breaches of the terms

and conditions in respect whereof it is intended to terminate this agreement and default shall have been made by the Purchaser in remedying such breach or breaches within fifteen days after such notice. After a period of fifteen days from the date of this notice, if even part of the dues remains unpaid, the agreement shall be terminated. The Purchaser has irrevocably agreed to the same.

11. It is agreed by and between the parties that upon termination of this Agreement, the Promoter shall make a demand Draft/Cheque of the balance amount, if any, out of the installments of the consideration which the Purchaser might have till then paid to the Promoter, without any interest and only after deducting ten percent of the total agreed consideration or Rs. 25,000/- whichever is more, towards administration and other expenses etc. After making the Demand Draft/Cheque of the balance amount the Promoter shall inform the Purchaser about the same calling upon him to collect the Demand Draft/Cheque from the Promoter. It is further agreed that the balance amount, if any, shall be paid by the promoter to the purchaser after resale of the said flat in the manner of receipt of consideration from new purchaser. The Purchaser shall have no claim except for repayment of the amount payable as mentioned above. The Purchaser hereby agrees that in that event all of his/her/their rights in the said flat stand extinguished and no separate cancellation deed and its execution and registration will be required. The information/intimation letter / notice sent by the promoter calling upon the purchaser to collect the Balance amount will in itself be considered as the cancellation of this agreement in to-to. The promoter shall be entitled to resale the said flat and/or dispose of or otherwise alienate the same in any other manner as the Promoter in its sole discretion thinks fit. The purchaser agrees to the same.

12. The Purchaser is also made aware that depending upon various promises and assurances given by the purchaser, the promoter has incurred and shall incur the expenditure and will make commitments to the third parties. In event of cancellation of the agreement by the purchaser for any reason whatsoever, the promoter in addition and without prejudice to other remedies and rights and towards reimbursements and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this agreement being cancelled by the purchaser for any reason whatsoever, the promoter shall be entitled to retain, withhold and forfeit projected amount of damage in addition to a minimum amount of ten percent of the total agreed consideration or 25,000/- whichever is more, from and out of the amount until then paid by the purchaser to the promoter and then the promoter shall be liable to repay only the balance amount (if any) from the amount received by the promoter on resale of the said flat but shall not be liable to pay any interest on the amount so paid by the Purchaser to the Promoter till the date of cancellation. In this case reduction in price of the flat will be considered as damages/loss of the promoter in addition to the loss and expenses.

12.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable

by the allottee(s) to the Promoter.

12.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 12.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, 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 Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

13. COVENANT TO SALE

The said flat/unit is agreed to be sold subject to: -

- a) Any scheme or reservation affecting the said land or any part or parts thereof made or to be made by any Authority concerned including the terms, stipulations and conditions contained in the Agreement/s relating to the said land.
- b) Its present use as residential and /or other permissible uses under the current laws.
- c) Any relevant and neces'sary covenants as may be stipulated by the Promoter for the more beneficial and optimum use and enjoyment of the said land (i.e. the said land together with the building thereon) in general and for the benefit of any or any part thereof including the absolute use and utilization as herein stated as to construct and sale for the benefit of any enhanced FSI / FAR or to absorb, consume the full FSI and full TDR / DR rights acquired on any portion/s of the said land.
- d) All rights of water, drainage, water course, light and other easements and/or quasi easements and rights of adjoining land Owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, pathways, passages, sewers, drains, gutters, fences and other like matters. The Promoter shall not be required to show the creation of or define or apportion any burden, hereof.
- e) All the terms and conditions ensuring the benefit of the said person/s as contained in the Agreement/s made between them and / or the Promoter, that is the said Order/s passed under the Ceiling Act, Order of layout and / or sub-division relating to the said land, Order of conversion, any other orders relating to the said land and all terms and conditions stipulated by the Promoter in respect of the common areas and facilities and amenities to be provided for the benefits of the said land.
- f) For the aforesaid purpose and for all purposes of and incidental thereto, and/or for the more beneficial and optimum use and enjoyment of the various portions of the said land and/or any part/s

thereof; the Promoter shall in such manner as may be desired by the Promoter, shall be entitled to grant upon or in respects of any portion/s of the said land, all rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, water electricity, telephone connections and/or installations and other services in the said land and/or any part/s thereof right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the said land and/or any part/s thereof for the more beneficial and optimum use and enjoyment of the same in such manner as may be desired by the Promoter. However, the maintenance and upkeep costs of such shall be apportioned to the interested parties and the parties enjoying the benefits of such privileges and easements.

g) It being made expressly clear that the Association of Apartment Owners transfer deed/s in respect of the said land and/or any part/s thereof with building/s thereon shall contain such provisions which shall be accordingly framed and the burden thereof shall run with the land and shall be binding upon all the persons who are the holders of their respective flats comprised in the said land as the Promoter may reasonably require for giving effect to and/or enforcing the said restrictions, covenants and stipulations.

h) It is hereby recorded that the consideration factor arrived at between the parties hereto under these presents is suitably priced keeping into consideration the rights and obligations reserved and vested unto each and therefore the Purchaser shall have no right or remedy to defer or deny any obligation or by reduction in the consideration hereunder for any reasons whatsoever.

i) The purchaser shall not do or permit to be done any act or thing that may render void or voidable any insurance of the said land/building/s or any part thereof, whereby any increased premium shall become payable or levied in respect of the insurance and if done it shall be the Purchaser/s sole responsibility to correct such act or thing and shall solely be liable to pay such losses, premiums, penalties, damages etc.

j) Any natural calamity or man-made occurrences which could not have been envisaged while designing the building for which the building is not designed any act that is detrimental to the building as a whole.

k) The Promoter shall have a first charge and/or lien on the said flat in respect of any amount payable by the Purchaser under the terms and conditions of this Agreement.

l) Provided that the Promoter does not in any way affect or prejudice the right/s hereby granted in favor of the Purchaser in respect of the said flat, the Promoter shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said entire land or under this agreement or in the said building/s.

m) It is hereby made clear that the furniture layout, colour scheme, specifications, amenities and facilities, elevation treatment, trees, garden, children's play areas, entrance gate, compound wall, lawns, open space, gymnasium, club house, etc. shown in the pamphlets, brochures, literature, films, hoardings, websites, and other promotional media are shown only for the sake of advertisement and the same are not binding on the Promoter to provide unless specifically mentioned and agreed in this agreement and subject to his

right/s and discretion to make changes in the same. The balconies as shown in the sanctioned plan may be enclosed at the promoter's discretion.

n) The Promoter shall be entitled to allot by way of lease or license any portion of the said land to any Government / Semi Government / Local authority / MSEDCL. or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, internet, dish antenna, mobile tower, cable T.V., hoardings, neon-lights etc. The Purchaser shall not be entitled to raise any objection or grievance about the same.

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

p) The promoter shall have right to any present and/or future developments / construction / Amalgamation / division / merger in / of the existing scheme with / without any other scheme of the Promoter and/or any of its associates/partners/subsidiaries / sister concern firms, etc. also the promoter and/or any of its associates / partners / subsidiaries etc. will have right to use the common area of the said scheme along with right to use internal roads and other facilities of the said Scheme for the purpose of developments / construction / Amalgamation / division as mentioned hereinbefore. The promoter shall have unfettered right to grant common use/easementary rights to any third person/firm/institution/ sister concern firms at its sole discretion without any interference from the purchaser.

q) The Purchaser is made aware of by the Promoter and the Purchaser undertakes to maintain and run Sewage Treatment Plant (STP) / Solar / Water Pumps / any other system, if provided, water recycling units located/or to be located in the present scheme from the date of handover of management of the Apartment Condominium to the Managing committee thereof in conformity with the rules and regulation governing the operation of such plant. The Purchaser together with the Apartment Condominium thus formed shall keep the Promoter/PCMC indemnified from any liability arising out of non-functioning or violation of law pertaining to the Sewage Treatment Plant/Waste Water Recycling Plant/Rain Water Harvesting located at the present scheme.

r) The various easement agreements executed by or in favor of the promoter (including its members) herein.

14. RESTRICTIONS ON PURCHASER

The Promoter has informed the Purchaser and the Purchaser is aware that the Purchase of the said premises shall be subject to all the following conditions:

a) The access to the individual flat shall be as per the sanctioned plan and/or revised plan from time to time.

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

c) The Construction of chimneys, hanging telephone, internet and

telex wires, electric connection, fax, teleprompter, computer devices and/or any other gadget which requires external wiring cables, lines, dish antennas will not be permitted except in the form prescribed by the Promoter and his/her/their Architect/ R.C.C. designer in writing.

d) Installation of any grills and/or any doors shall only be as per the form prescribed by the Promoter's Architect / promoter only after obtaining their consent in writing for the same.

e) The residential flat shall be solely utilized for the purpose of residence only and no commercial activity of any kind would be permitted therein.

f) The car parking area shall not be covered / enclosed by any way under any circumstances in any manner whatsoever.

g) The Purchaser shall not join two or more adjacent flats and shall not demolish or cause to be demolished and is denied at any time to make any addition or alteration of whatsoever nature in or to the structure or construction of the said flat without prior written consent of the Promoter.

h) The flat purchaser shall not demand any change in the existing plans.

i) In the event of the Promoter carrying out any work of additions and/or alterations as per instructions of the Flat Purchaser to keep the Promoter harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Promoter shall not be bound to obtain completion/occupation certificate as per such additions or alterations which work shall be done/ordered by the Flat Purchaser at his own costs and risk.

j) All phase wise construction has been made and executed for the convenience of the Promoter. No separate fencing and/or gate will be allowed for separating any particular phase or building for whatsoever reason. All purchasers in all phase/s and building/s shall have free access to all other phases and building/s i.e. entire project or as the promoter deems fit or decides.

k) The Purchaser shall under no condition raise any objection/dispute or resort to any legal process to disrupt or stop right of way/easementary rights/ Right to share amenities of the scheme/any other privilege/rights granted by the promoter herein to any individual/society/apartment condominium / partnership firm / proprietorship firm / company / body-corporate / sister concern.

15. USE OF FSI/TDR/FAR

It is hereby declared that all sanctioned plan/s has / have been shown to the Purchaser and the floor space index (FSI) available is shown in the said plan/s. The Promoter shall be entitled to use the present unutilized and/or additional built up area /FSI/FAR/TDR/land potential in respect of the said land in any other land by floating FSI and/or in the same land as and when the same is permitted either by way of construction of new buildings or extension of the buildings which are presently permitted. Likewise the Promoter shall also be entitled to use FSI pertaining to other land/s in this land as and when permitted by authority. In this Agreement, the word FSI or Floor Area Ratio as stated here in shall have the same meaning as understood by

the Planning Authority under its relevant Building Regulations or Bye-laws. The residual F.A.R. (FSI), if any, not sanctioned at the time of commencement certificate issued in relation to the said land shall be available exclusively to the Promoter before or after conveyance to an Association of Apartment Owners of the said land and also by virtue of amendment/s of D.C. rules and / or F.S.I. made available by way of floating F.S.I. or byway of transferable development rights (TDR) of any other land may be utilized by the Promoter in the said land as they may decide. The Purchaser has hereby given his/her/their irrevocable consent to the Promoter who shall be entitled to revise the plans, get them sanctioned from Pimpri-Chinchwad Municipal Corporation and Construct the additional units, floors, buildings permitted by Corporation and to allot/sell them to various intending purchasers. The Purchasers shall have no objection for the said new allottees to be admitted as members of the Association. The Association shall get the new transferees admitted as its members without any additional charge. Notwithstanding anything contained in this Agreement the Promoter shall be entitled to utilize any balance and/or additional FSI, FAR, and/or TDR/land potential as stated herein above on any open area and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the said land. The Promoter shall also be entitled to transfer or assign the said right/s to any other person/ party / firm / company / organization. The said land and/or building/s shall be conveyed subject to such right, always being with the Promoter or his assignees.

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 300 square meters only and Promoter has planned to utilize Floor Space Index of 300sqm by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the total Floor Space Index of 300 Sqm as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

It is also understood and agreed by and between the parties hereto that the Promoter or his assignees shall have right to construct flats on the top terrace against 1] FSI of road widening area, 2] FSI of internal roads, 3] adjoining land with or without reservation, 4] TDR / DR, or 5] any other FSI. In case the land or any portion of the said land is acquired by any authority before or after execution of the conveyance, then the Promoter alone shall be entitled to take compensation for the same or get F.S.I./F.A.R./T.D.R./D.R. in lieu of compensation. Purchaser or their association shall not have any right, title, interest in the same.

16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the

project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to 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 Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

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

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

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

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

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

17. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat/Apartment may come,

hereby covenants with the Promoter as follows :-

i. To maintain the Flat/Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Flat/Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the 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 Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the

Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments 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 Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

18. RIGHT OF CONSTRUCTION/PROJECT LOAN

It is hereby expressly agreed by and between the parties hereto that the Promoter shall be entitled to borrow construction/project loan/loan against property/flats/units/ tenements/shops, at his own cost and risk, from any person or party including any banking/financial institutions and for that purpose to mortgage the said land/building/s/units/flats/tenements/shopsand /or the entire construction work put up or to be put up thereon or any part thereof and such charge shall be cleared by the Promoter before conveyance to the purchaser.

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Flat/Apartment 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 Allottee who has taken or agreed to take such Apartment.

19. SPECIFICATIONS

The specifications of the Flat and the fixtures, fittings and the amenities to be provided by the Promoter to the said Flat or to the said building are described in the **Annexure “C”** annexed hereto, and the Purchaser shall not be entitled to any extras. The Purchaser also agrees not to make any demand to change the plans annexed herewith. The Promoter shall not refund any amount for deleting any items of specifications and/or amenities on request of the Purchasers.

20. DELIVERY OF POSSESSION

The possession of the said flat shall be delivered by the Promoter to the Purchaser on or before or after 45 days from the date of receipt of full and final payment whichever is later or subject to the terms of this agreement and receipt of completion certificate from the PMRDA or any concerned authority/competent authority, and all payments, dues, fees, late payment charges, interest, etc. are paid by the Purchaser and necessary bond, undertaking, affidavit, receipt, possession receipt etc. in respect to any such present and future payments, dues, fees, charges etc. are signed and delivered to the Promoter. At the time of handing over possession of the Flat to the Allottee/Purchaser if there is delay from the Competent Authority/PMRDA for providing completion certificate then in that case the Promoter shall provide completion certificate within 6 months from the date of possession or actual completion certificate receivable from PCMC.

If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat/Apartment with interest at the same rate as may mentioned in the clause 12.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

It is agreed by and between the parties that if the Promoter fails or neglects to handover the possession as per the terms of this agreement then the Promoter shall be liable, on demand, to refund to the Purchaser the amount already received by the Promoter in respect of the said Flat with bank interest rate per annum, from the date the Promoter received the said sum till the date the amount and interest are repaid. Till the entire amount and interest thereon is refunded by the Promoter to the Purchaser there shall, subject to prior encumbrance, if any, be a charge on the said flat.

It is agreed by and between the parties that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of the building/s is delayed on account of:

- i) Non-availability of steel, cement, other building material, water or electric supply or any service/supply related to development of the said project.
- 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 / Order of any Court/tribunal/authority.

iv) Any stay or injunction order from any Court/forum/statutory body.

v) Pendency of any litigation of any nature effecting the construction or furbishing.

vi) Delay or default in payment of any installment or dues by the Flat Purchaser. (This is without prejudice to the right of the Promoter under Clause 10 to 12 above).

vii) Delay by Local Concern Authority in issuing or granting necessary sanctions, permission to utilize DRC/TDR/DR, revised plans, plinth checking certificate, Completion Certificate or Occupation Certificate.

viii) Any other circumstances beyond the control of the Promoter or force majeure.

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

x) Delay in grant of any NOC/ permission/ license/ connection/ installment of any services such as elevators, electricity and water connections and meters to the scheme/ flat/ road etc. or completion certificate from any appropriate authority.

xi) Delay in loading / utilization of DRC / TDR / DR / revision of plan from concerned authority.

xii) Delay in grant of Environment Clearance Certificate

It is agreed by and between the parties that the Purchaser shall pay all necessary amounts, late payment charges, interest, penalty, advances, deposits, service tax, VAT, GST, LBT, any other tax (if applicable) and other dues under this agreement and take possession of the said flat within 8 days from the intimation given by the Promoter. In the event of failure on the part of the Purchaser to pay all amounts due and take possession of the said flat, without any reasonable cause, the Promoter shall be entitled, without prejudice to any other remedy available under this agreement or any enactment, and after giving a prior notice of 7 days, to terminate the said agreement and sell the said flat to any other person/firm/institution/organization/body entirely at the risk and as to cost and consequences of the Purchaser.

21. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

It is hereby agreed that subject to the terms of this agreement, the Purchaser shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the local authority, State and/or Central government including Environment Department, Forest Department, Ministry of Defense etc. at the time of sanctioning/revision of the plans or at the time of granting completion certificate. The Purchaser shall not be entitled to claim possession of the said flat until the completion certificate in respect of the said flat is received from the PMRDA / concerned authority and the Purchaser pays all dues (as mentioned herein before), advances, deposits, etc. payable under this

agreement in respect of the said flat to the Promoter and has signed the possession documents, bonds, receipts, etc. After receipt of the completion certificate/ occupation certificate from PMRDA the Promoter shall be absolved from or any liability in case any addition and/or alteration to the flat/building by the purchaser, any damage to the building by accident, any tampering with the geometrical sections of the building, lack of maintenance by the purchasers/association, any event of force majeure and any act of God.

12. FORMATION OF APARTMENT CONDOMINIUM & CONVEYANCE

After completion of the construction work and sale of all the building's/tenements/flats/Shops in the project on the said land, a separate association of apartment owners including the bye laws of the proposed association of apartment's owners of the project shall be formed and if required by the Promoter the Purchaser shall sign all necessary documents. Further, no objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws if the same are required to be made by the Promoter as per their commitments to various persons, purchasers and or any other competent authority as the case may be. This condition is the essence of this agreement.

Unless prevented by the circumstances beyond the control of the Promoter, it is agreed that the said land along with the building/s constructed or to be constructed thereon, shall be subjected to the provisions of Maharashtra Apartment Ownership Act, 1970, amendment thereof and/or laws as applicable from time to time and the land/flat will be conveyed by the Promoter herein within one year from and after

- a) Obtaining the full and final completion certificate/ occupation certificate in respect of the entire project in the layout of the entire scheme and utilization of entire FSI, FAR and TDR/DR/land potential permissible to be utilized on the entire said land as per development control rules of PMRDA (irrespective of previous sanction or not of FSI).
- b) Sale of all flats in all building/s in the layout of the scheme.
- c) Acceptance of the draft of Deed of Declaration and Deed of Apartment by the Owner and Promoter by their mutual consent; and
- d) After receiving the entire amount & all dues (as mentioned herein before) from all the purchasers including maintenance charges, outgoings, stamp duty, registration fees, service tax, GST, LBT, VAT, any other tax (if payable) etc. by all Purchasers whichever is later.

This agreement shall be construed as a Declaration by the Purchaser as provided under Maharashtra Apartment Ownership Act, 1970 read with Maharashtra Apartment Ownership Rules 1972 thereby submitting their flats to the provisions of the said act as applicable as amended from time to time.

The conveyance and/or Declaration u/s 2 of the Maharashtra Apartment Ownership Act, 1970 shall be subjected to exclusive, limited common rights of the flat purchaser and commitments of the Promoter. The Promoter shall be entitled to amend/frame the bye laws, rules, etc. of the association as per terms of this agreement and also

with a view to maintain decorum, beautification of the buildings, open grounds and common amenities, etc. The Promoter in its absolute discretion and at its option may execute and register such conveyance even before the aforesaid stipulated period.

The Promoter shall/has retained his rights in regards to utilization, construction and sale of all or any residual FSI, FAR, floating FSI, TDR/DR and land potential allowed and available to be utilized on the said land or any other land. The Promoter shall at his own discretion choose to be a part of the Association for the said purpose. The Promoter shall also be at liberty to transfer this right to any person/ organization/ body/firm/institution etc. and the purchaser in his individual capacity and as a member of the Association to be formed shall not object to the same and thereby gives his/her/their irrevocable consent to the same.

23. DEFECT LIABILITY

If within a period as per law from the date of obtaining/handing over the flat to the Purchaser, the Purchaser brings to the notice of the Promoter about any defect in the said flat and/or building in which the said flat is situated or the material used therein in the construction of the said building/flat, then, wherever possible such defects will be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter reasonable charges for repairs of the same by the third party for such defect. The word defect here means only the manufacturing defects caused on account of willful neglect on part of the Promoter and shall not mean defects caused by normal wear and tear, negligent use of flat by the purchasers, vagaries of nature etc.

It is agreed that the defect liability period under the Act shall be deemed to have commenced from the date of Completion Certificate of the flat or from the date on which the Promoter has given the necessary intimation for possession or execution of possession receipt, whichever is earlier. Provided further, it is agreed that the Purchaser shall not carry out any alterations of whatsoever nature in the said flat or in the fixtures and fittings therein, in particular it is hereby agreed that the Purchaser shall not make any alterations in any of the RCC structure, fixtures, fittings, pipes, water supply connections or any other erection in the bathroom, kitchen, toilet, WC, terrace, balcony etc. If any of such works are carried out or any heavy load are stored in the said flat, balcony, terrace etc., any liability including the defect liability automatically shall become void & the Purchaser alone shall be responsible for it. Further the Purchaser will be liable for paying damages, if any, to the Purchaser/User of flat below or any affected flat. If due to the Purchasers or any other Purchasers act or negligence, the Purchasers flat is damaged, the repairs shall be carried out by the party responsible for such an act and the Promoter shall not be liable for the same.

24. AREA OF FLAT

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

25. USE OF SAID FLAT

The Purchaser shall use the said flat and every part thereof and/or permit the same to be used only for the purpose of Residence. He / She / They shall use the parking space only for the purpose of parking the Flat Purchaser's own vehicle/s and for no other purpose what so ever.

26. RESTRICTED AREAS AND FACILITIES

It is hereby agreed that the Promoter has the exclusive right of allotment of the different parking spaces to one or more person/s /purchasers of their choice. The Purchaser further agrees that he / she / they shall not raise any objection to the Promoters about exclusive right of allotment of parking space and thereby expressly consents to such exclusive right of the Promoter till the conveyance to the purchaser and consents to any such allotments made or would be made by the Promoter. It is specifically informed to the Purchaser and the Purchaser has agreed to the fact that the Promoter / developer has reserved right to allot four wheeler / two wheeler parking/s in open / side marginal spaces of the said project / said land. It is further made clear that the promoter / Developer has the right to utilize / allot open marginal spaces / said margins to prospective purchasers for their exclusive use for parking / creation of STP Solar Panels / etc. (if applicable as per DC rules) purpose to facilitate the Purchaser in the said project.

It is hereby agreed that the areas mentioned in **Schedule-C** shall be the common areas and facilities and the Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and/or alienate and dispose-off other areas and facilities in such manner as the Promoter thinks fit at its sole discretion.

The Purchaser shall not raise any objection in the matter of allotment or sale of remaining Flat etc. in the said land on the ground of nuisance, annoyance or inconvenience or any other reason what so ever from any profession, trade or business, etc. that has been or will be permitted by law or by local authority.

The Purchasers shall have no claim save and except in respect of the said flat hereby agreed to be sold in to him/her/them and all common amenities, areas and facilities as described in **Schedule-C** herein below will remain the property of the Promoter until the said land and building/s is/are transferred to an Association of Apartment Owners. Significant risks and rewards of ownership and effective control of flat shall be deemed to have been transferred on delivery of possession though ownership and effective control of scheme shall remain with Promoter.

The Purchaser hereby gives his/her/their consent and has no objection for the use of the remaining units wholly or in parts for any other purpose as may be permitted by the Promoter. The Promoter may allow display of advertisement and/or hoarding sites/neon signs, or may allow erection of antennae or towers for cable/satellite television, wireless, mobile, internet, cellular services, on the building and shall solely derive any benefits (including financial) accruing thereon. The Purchaser shall not lay any claim over the same by any means and/or resorting to any legal process.

27. SPECIAL COVENANTS

Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat or the said land and building/s or any part thereof. The Purchaser shall have no claim save and except in respect of the said flat hereby agreed to be sold to him/her/them and all common amenities, areas and facilities as described in **Schedule-C** herein below will remain the property of the Promoter until the said building/s is/are transferred to the Association of Apartment owners as herein before mentioned. Significant risks and rewards of ownership and effective control of the flat shall be deemed to have been transferred on delivery of possession though ownership and effective control of scheme shall remain with the Promoter.

It is hereby made clear that the Promoter shall be entitled to use the marginal open spaces /Side Margins/internal roads as an access for any another building, Scheme, land and allow such access to any other person/s/ firms/ organizations/ parties/ institutions/ partners/ sister concerned firms and the Purchaser herein or the organization in which he/she/they will become a member and shall be absolved from objecting to the said use by the Promoter or its nominee/s or assignee/s and the flat shall be conveyed subject to the said right of the Promoter and this condition is also the essence of this agreement.

After the possession of the flat/premises/building is handed over or after getting the completion certificate of the building by concerned local authority if any work thereafter is required to be carried out by the Govt. or PMRDA or any statutory authority, the same shall be carried out by the Purchaser in cooperation with the Purchasers of the other flats in the said building at their own costs, risk & responsibility and the Promoter shall not be in any manner liable or responsible for the same.

The Purchaser undertake/s that if any Certificate, Order, No Objection, etc. is required to be produced by the Purchaser herein under any law and rules in force in any time, the same shall be produced by the Purchaser herein within the stipulated time at their sole cost and consequences.

Provided that the Promoter does not in any way affect or prejudice the right hereby granted in favor of the Purchaser in respect of the said flat, the Promoter shall be at liberty to sell, assign or otherwise deal with or dispose-off their right, title and interest in the said building /entire scheme / said land or under this agreement.

It has been well and sufficiently informed to the Purchaser that the Promoter and the Owner herein are in negotiations with the adjacent land owners for the acquisition thereof and the Promoter and the Owner herein plan to amalgamate the said land into the present layout and develop the same by the way of creation of additional structure on the amalgamated land. The amenities as proposed in the present layout shall be treated in common with the additional units/floors / wings / buildings so developed on the amalgamated land and the Purchaser has understood the same and have given its irrevocable consent for such future amalgamation and development of additional structure and use of the amenities as proposed by the future unit occupiers of the additional structure. The Purchaser has also been informed that the number of floors in the existing building may vary by the way of addition of floors at the sole discretion of the Promoter herein. The Purchaser herein has given its irrevocable consent for the

same. There shall not be any requirements on part of the Promoter to seek any further consent from the Purchaser with regards to the same and the consent given herein shall be treated as specific and informed consent.

28. REPRESENTATION

The Purchaser has hereby irrevocably authorized and empowered the Promoter to prepare the revised layout and building plans of the said land and to submit the same to the requisite authorities and obtain their sanction and/or to revise the plans and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Purchaser liable for any costs or affecting his/her/their interest. It is made clear that no other specific permission/authority is required from the Purchaser/ Association of Apartment Owners for this purpose. The purchaser further undertakes to remain present before the designated authority if for any reason whatsoever the designated authority governing the development of the said land requires the presence of the Purchaser herein, the purchaser further undertakes to provide consent, signature, affidavit as and when required for the effective and full development of the said land and any land amalgamated with the said land.

The Purchaser hereby irrevocably authorizes and empowers the Promoter to represent him before the concern authorities in all matters regarding the property tax, assessment and re-assessment and the decisions taken by the Promoter in this regard shall be binding on the Purchaser. The Promoter shall represent the Purchaser to do all the necessary things, acts, deeds, documents, formalities in all the departments of the PMRDA, Collector, Government, Semi-Govt., MSEDCL etc and the same shall stand ratified and confirmed by the Purchaser herein. If for any reason the Promoter requires purchaser's personal representation in the form of signature, then the Purchaser shall sign the same and shall not withhold the same for any reason whatsoever.

29. MAINTAINENCE

The monthly maintenance will start from the date of first letter of information/intimation and/or notice given to any of the Purchaser in the said Scheme that Possession of flats for Interior is ready OR first five Purchaser takes the possession of flat for interiors, or execution of possession receipt or from the date of Completion certificate by the local authority, whichever is earlier.

The Purchasers hereby agree to pay to the Promoter, or to the person nominated by the Promoter an appropriate amount per month in advance towards "advance interest free lump sum maintenance charges", exclusive of service tax, if any, prior to possession of the said unit by the Promoter to the Purchasers by separate demand letter. The promoter can utilize the said amount at its own discretion for the purposes of maintenance of the said building/s and/or scheme.

The maintenance shall include the outgoings in respect of the said land and building/buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, Water charges, Insurance, Common Lights, common lifts, elevators, cleaning, gardening, maintenance and repairs, and salaries of clerks, bill collectors, Chowkidars, sweepers, maintenance of all the recreational facilities provided, and all other expenses necessary and incidental to the Management and maintenance of the said land and building/s and/or scheme.

That after expiry of the initial period of 6 [Six] months and until the Association of Apartment Owners is formed and registered and the said land and building/s or the administration of the building/s is handed over or transferred to it, the Flat Purchaser/s further agrees that till the flat purchaser's share is so determined the flat purchaser herein shall pay to the Promoter or to such person as may be nominated by the Promoter provisional monthly contribution as decided by the promoter from time to time. The amounts so paid by the flat purchaser/s shall not carry any interest and remain with the Promoter or the concerned person as the case may be until a conveyance is executed in favor of the unit purchasers as aforesaid. During the continuance of the scheme the maintenance charges paid by the Purchaser after occupying the flat agreed to be sold to him or interest accrued from the deposit paid by him is never sufficient to cover the expenses of maintenance of the common areas and facilities and recreational areas and facilities since there are / may be some unsold apartments/ tenements/Flats/Shops from whom charges cannot be collected. If any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the Flat Purchaser/s to the Promoters or concerned person prior to the final conveyance deed as aforesaid. The flat purchaser/s undertake/s to pay such provisional yearly contribution and such proportionate share of outgoings within 07 days from demand made and shall not withhold the same for any reason whatsoever. The Flat Purchaser herein has specifically agreed to pay his contribution for running and maintaining the lifts/elevators (if provided in the said building) irrespective of the floor on which the flat is located and also irrespective of the use of the lifts/elevators by the Flat Purchaser. The Promoter is not liable to give any account of the expenses incurred for the aforesaid purposes.

The Promoter at its discretion and option shall be entitled to enter into agreement/contract with any person / company / agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof. Even after formation of Association the Purchaser and Association shall be bound by the said contract.

30. CONDITIONS FOR USE & MAINTAINENCE

The Purchaser for himself/herself/themselves with intention to bring all persons into whosoever hands doth hereby covenant with the Promoter for the said flat and also for the building in which the said flat is situated as follows;

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

b) Not to store in the said flat/building/s/surrounding area any goods which are of hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building/s or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages, lobbies or any other structure of building/s, including entrances of building/s and in case any damage is

caused to the building/s or the flat on account of negligence or default of the Purchaser shall solely be liable for the consequences of such breach.

c) To carry at his own cost all internal repairs to the said flat and maintain the said flat in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the building or the said flat violating any rules and regulations 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 said flat or any part thereof, nor at any time make or cause to be made any addition to or alteration of whatsoever nature in or to the elevation and outside colour scheme, design of safety grills, window grills, railings of the building and shall keep the sewers, drains, pipes in the said flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building shall not chisel or any other manner damage to columns, beams, walls, slabs or RCC, Partis/walls or other structural members in the flat or construct additional walls or structures in the flat without the prior written permission of the Promoter or architect of Promoter or R.C.C. designer of Promoter or an Association of Apartment Owners as the case may be.

e) Not to make any changes in elevation such as enclosures in terraces, dry balconies, addition of grills etc. and installations of dish antenna's without the prior written permission of the Promoter.

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

g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said land and the building in which the said flat is situated.

h) Not to dry or hang clothes in the terrace/balconies.

i) Pay to the Promoter within seven days from demand by the Promoter, his share of security deposit and expenses demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the said flat/accommodation is situated.

j) To bear local taxes, NA taxes, water charges, insurance and such other levies, if any, from the date of completion certificate in respect of the said flat and also any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of permitted change of user of the said flat by the Purchaser.

k) The Purchaser shall not let, sub-let, sell, transfer, assign or part with his/her/their interest or benefit occurring from this Agreement or part with the possession of the said flat until all the dues, payments, taxes, late payment charges, interest, penalties payable by the Purchaser to the Promoter under the terms and conditions stated herein

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 Promoter and obtained prior written permission/NOC from the Promoter and paid necessary administration and legal charges to the Promoter, etc.

l) The Purchaser shall observe and perform all the rules and regulations and bye-laws which 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 building and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment Owners regarding the occupation and use of the said flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

m) The Purchaser shall permit the Promoter and their representatives, surveyors, technicians, consultants, professionals, RCC designers, architects, engineers, contractors, supervisors, manager and agents, workmen and others with or without material, machinery/s and instruments, at all reasonable times, to enter into and upon the said land and building/s / flat or any part thereof to view and examine the state and condition thereof. The Promoter shall have such right to enter into and upon the said land/building/flat even after the Purchaser is put into possession of the said flat during the statutory defect liability period.

n) The Purchaser is hereby prohibited from altering, obstructing the external and internal structure of the building constructed as per the sanctioned plan.

o) It is specifically understood that the matters related to service providers such as security services, managerial services & other service appointed by the Promoter for the Association of Owners is entirely the responsibility & liability of the Association. The Apartment Association has to handle all the financial and other matters with such service providers and the Promoter shall not be financially liable towards the Association and/ or the service providers.

p) The areas described in the **Schedule-C** hereto state common areas and facilities and which shall be for the more beneficial use and enjoyment in common with other Purchasers. The Purchaser shall have no exclusive claim whatsoever in the same including all lobbies, staircases, lifts, which will always remain the property of the association and the same shall be for the common use for of all the flat purchasers.

q) Nothing contained in THESE PRESENTS shall be construed to confer upon the Purchaser any right, title or interest of any kind whatsoever into or upon the said land or the said building/s to be constructed thereon or in any part thereof. Such confirmation shall take place only upon the execution of the conveyance mentioned herein in favour of the Purchaser/s.

r) As the Promoter will be applying to the concerned authorities for giving separate water connections for buildings and electricity meters and connections for the said flat of the Purchaser, if there is delay in obtaining the water and electricity connections from the concerned department then in that case the Promoter may provide electrical connections / water supply /power supply/ generator supply through any other temporary arrangements because of which if there is any improper / in sufficient/ irregular supply of water /any damage occurring out of any irregular supply/temporarily connection of any essential amenity including but not limited to water/electricity etc. the Promoter shall not be held responsible for the same and the Purchaser hereby consents for any temporary arrangement that may be made in the said interim period. The Purchaser shall pay for the proportionate charges as demanded, determined and decided by the promoter and service tax or any related taxes (if applicable) thereon. Until receipt of this amount from the Purchaser, the Promoter shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Purchaser for the above from the outgoings/maintenance charges for which the Purchaser hereby gives his/her/their consent. The Promoter is entitled to demand charges for such temporary arrangement in advance, for 12 months, before giving possession of the said flat.

s) The Promoter shall apply for the requisite water connection to the concerned authority, however due to change in the water availability in the district of Pune/PMRDA the authorities may vary / reduce the connection to be granted to the said scheme. The promoter's liability shall be limited to making appropriate application to the PMRDA / appropriate authority for grant of the requisite water connection, the promoter shall in no way be held liable for the reduction / varying of such connection by PMRDA / appropriate authority. Further Promoter/Developer may provide a bore well for emergency or in case of no water connection sanctioned from PMRDA or any concern authority. Once the bore well has been provided, the promoter/developer shall not be held liable to provide any further water resource and shall be absolved of all the liability concerning water resource of the said scheme.

t) Till a separate electric meter or a water meter is installed/allotted by the MSEDCL/ PMRDA and any other authority, the purchaser herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her/their flats/Shops/tenements.

u) The Purchaser/s of the said flat along with other Purchaser/s of the said residential scheme shall be liable to operate and maintenance of all assets up to the best standard such as sewage treatment plant, generator set etc. which are being handed over to the society/condominium by the promoter. To install the Cooling Units/Compressors of " Split Type" Air Conditioners appurtenant to the said Unit only at such places as shall be prescribed therefor by the Promoter.

31. WAIVER

Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms of this Agreement, or any forbearance or giving of time to the Purchaser by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions, by the Purchaser nor shall the same in any manner prejudice the rights of the

Promoter.

32. REGISTRATION

The Purchaser shall present this Agreement duly stamped at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter and/or its duly constituted attorney will attend such office and admit execution thereof. The original of this agreement is given to the Purchaser. The Purchaser shall present this agreement as well as any other deeds, documents etc. which are to be executed by the parties hereto in pursuance of this present, at the proper registration office for registration within four months from the date of execution of this agreement and on intimation thereof by Purchaser the Promoter will attend such office and admit execution thereof the Promoter shall not be responsible if the purchaser fails to register the agreement as mentioned above.

33. BINDING EFFECT

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

34. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

35. RIGHT TO AMEND

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

36. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of

the [Apartment/Plot], in case of a transfer, as the said obligations go Along with the [Apartment/Plot] for all intents and purposes.

37. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

38. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

39. FURTHER ASSURANCES

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

40. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at .

41. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

42 SERVICE OF NOTICES

All notices served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser Under Certificate/courier of Posting at his / her / their address specified herein under or at the address intimated in writing by the Purchaser after execution of this Agreement.

For the Promoter/Owner:

As mentioned in the caption of this agreement

For the Purchaser:

As mentioned in the caption of this Agreement

43. ARBITRATION & JURISDICTION

The parties hereby agree that in the event of there being any dispute by and between the parties hereto in respect of interpretation of any of the terms and conditions herein contained as also in respect of any matter arising out of and/or touching upon these presents, and/or in regard to the carrying out of this Agreement, the same shall be referred to for Arbitration wherein both the parties have expressly and mutually agreed to appoint an arbitrator at the time of dispute in accordance with the provisions of the Arbitration and Reconciliation Act, 1996 and the decision of the Arbitrator shall be final and binding. In case the parties fail to appoint a sole arbitrator and the dispute remains unresolved then the Courts at PUNE shall have Exclusive Jurisdiction to entertain and try the dispute.

44. STAMP DUTY AND REGISTRATION FEES

The consideration of the said agreement between the Promoter and the Purchaser herein is as per the prevailing market rate in the subject locality. This agreement is executed by the parties hereto under the Maharashtra Ownership Flats Act, 1963 and the stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule-1, Article 25 (d). The Purchaser herein has paid stamp duty at the rate of 5% of the agreed consideration and Purchaser herein has paid 1% Levy Surcharge (LBT) under section 149A of the Maharashtra Municipal Corporation Act (Bom. LIX of 1949) and shall pay appropriate registration fees and expenses. The parties hereto shall be entitled to get the aforesaid stamp duty, adjusted, livable on the conveyance, which is to be executed by the Promoter/Owners herein in favor of the Purchaser/Purchasers Associations/organization herein. If any additional stamp duty or other charges are required to be paid at the time of conveyance the same shall be paid by the Purchaser alone. The parties are aware that the government of state of Maharashtra proposed to increase the stamp duty as levied on the registration of Agreement to Sale from current 6% of the value (5% stamp duty + 1% LBT) to 7% or higher. In case there is any requirement to pay any additional stamp duty either at the time of registration of these presents or at the time of execution and registration of Deed of Apartment or conveyance deed in favour of apartment, the same shall be borne and paid by the Purchaser herein. In case the Purchaser failed to pay the same the Promoter and the third party shall be under no liability to execute the Deed of Apartment/conveyance and the Promoter/Third Party shall be absolved of all the liability as cast upon them under Maharashtra Ownership of Flats Act. It is also agreed that in case there is any increase in the stamp duty and registration charges or any other taxes the same shall be borne and paid by the Purchaser herein.

The purchaser herein has agreed to purchase the said flat as an investor as laid down in Article 5(2) of the Bombay Stamp Act 1958 & hence it is entitled to adjust the stamp duty to the agreement against the duty payable to the agreement by the Purchaser herein to the subsequent Purchaser as per provision of the said clause Article 5(2).

45. DECLARATION BY PURCHASER

The Purchaser/s declares hereby that he/ she/ they has/ have read and fully understood and agreed to the contents of this agreement and having consulted their legal and financial advisors about the implication and effect of this agreement, the same has been executed by the Purchaser/s.

In this agreement the word 'He' shall mean and include both the genders male as well as female and vice-versa as the context may permit. Further any nomenclature which ordinarily means singular shall mean and include the plural.

46. AGREEMENT:

Any other Application/Declaration/Undertaking/Letter/consent letter/permissions Notices/Intimations executed by any of the parties to this agreement with regards to the subject matter hereof shall be treated as a part and parcel of this agreement and shall have the same effect as other clauses of the agreement herein.

47. SEVERABILITY:

Should any term, covenant or provision hereof, or the application thereof, be determined by a valid, final, non-appealable order to be invalid or unenforceable, the remaining terms, covenants or provisions hereof shall continue in full force and effect without regard to the invalid or unenforceable provision. In such event, such term covenant or provision shall be deemed modified to impose the maximum duty permitted by law and such term, covenant or provision shall be valid and enforceable in such modified form as if separately stated in and made a part of this Agreement.

48. HEADINGS:

The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.

49. GOVERNING LAW

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

All the provisions, rules, regulations, terms, conditions shall be binding on all the parties included in the said Agreement. This Agreement shall be govern under the provisions made under The Real Estate (Regulation and Development) Act, 2016.

SCHEDULE – A

All that piece and parcel of property bearing Survey No. 51+70+71, having Plot No. 68, total area admeasuring 300 Sq. Mtrs situated at village Varale, Tal. Maval, Dist. Pune and within the local limits of Pune Zilla Parishad/Taluka Panchayat Samiti Maval and within the jurisdiction of Sub Registrar Maval & which is bounded as under –

On or towards East – By Survey No. 70/2/1/1, Plot No. 67.
 On or towards West – By Survey No. 70/2/1/1, Plot No. 69..
 On or towards South – By Bhise Colony.
 On or towards North – By Internal Road.

Together with all rights, liberties, easements, privileges, hereditaments and appurtenances thereto.

SCHEDULE – B

Flat No. : “.....”
 Floor No. : “.....”
 Wing No. : “.....”
 Scheme : “**MORYA RESIDENCY**”
 Carpet Area : Sq. Ft. i.e. Sq. Mtr.
 Side Terrace Area : Sq. Ft. i.e. Sq. Mtr.
 Parking : **One Car Parking**

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE
 HERE UNTO SET AND SUBSCRIBED THEIR RESPECTIVE**

**HANDS AND SEALS ON THE DAY, MONTH AND THE YEARS
HEREIN ABOVE WRITTEN.**

PHOTO	<u>Left Hand Thumb Impression</u>	SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PROMOTER/ DEVELOPER/ OWNER M/S. N. G. REALTY Through Its Authorized Partner
		Sign..... 1. MR. ARVIND YADAV GULUMKAR Sign..... 2. MR. LAXMAN DAGADU NALAWADE
PHOTO	<u>Left Hand Thumb Impression</u>	SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PURCHASER Sign..... “.....”_
WITNESS NO. 01; Sign _____ Mr. R/at:		WITNESS NO. 02; Sign _____ Mr. R/at:

SCHEDULE - C

COMMON AREAS AND FACILITIES

ANNEXURE-A

C E R T I F I C A T E

On the basis of inspection of Index Registers, loose sheets, computer search and the documents placed before me, I can say that there is no mortgage, charge, lien or any encumbrance on the properties described in **para 2** above.

I further say that during the course of inspection of Index Registers, as aforesaid, I did not come across with any entry creating any right, title or interest adverse to that of the present owner and that of the lease right holder.

Thus considering the above stated facts, the title of M/S. N. G. Realty Through Its Authorized Partner Mr. Arvind Yadav Gulumkar & Mr. Laxman Dagadu Nalawade For Survey No. 51+70+71, having Plot No. 68, total area admeasuring 300 Sq. Mtrs situated at village Varale, Tal. Maval, Dist. Pune is clear and marketable and can be validly mortgaged. Further, the M/S. N. G. Realty Through Its Authorized Partner Mr. Arvind Yadav Gulumkar & Mr. Laxman Dagadu Nalawade have all the rights to develop the said land and construct and sell proposed tenements on the said land to the prospective unit purchasers.

Place: Pune

Dated:/...../.....

XXX

Mr. Vishal Jagdale

Advocate

ANNEXURE -“C”

Specifications of the flat