

VENKATESH OXY GROUP – VENKATESH ESTATE

ALLOTMENT LETTER

To,

Date

Shri _____ (Name of the Allottee)

_____ (Address of the Allottee)

_____ (Email / Phone no. of Allottee)

Respected Sir/Madam,

This is to confirm that we have provisionally allotted to you Apartment No. _____ (as per sanctioned plan) admeasuring carpet area _____ Sq. Mtr along with enclosed Balcony admeasuring _____ Sq. Mtr, attached terrace _____ Sq. Mtr and Dry Balcony _____ Sq. Mtr, on the _____ floor, in the Building '____' under the Project known as “ **Oxy GALAXY** ” located at **GAT No. 458, Kesnand Theur Road, Kesnand, Wagholi, Pune - 412207.** Pune, (hereinafter referred to as the "**Said Apartment**").

The consideration of Rs. _____/- (Rupees _____only) along with a provisionally allotted Covered/ Mechanical Car parking CP. No. _____

We acknowledge the receipt of the sum of Rs. _____/- (Rupees _____ only) as an interest free performance security deposit there against.

The provisional allotment is subject to the terms and conditions stipulated herein and in Agreement for Sale to be executed between us.

All documents/clearances such as sanctioned plans, layout plans, commencement certificate, Title Report, NA Order have been seen and inspected by you and you have satisfied yourself with the same. We have also informed you about the stage wise completion of the project including the provisions for civil infrastructure like water, sanitation and electricity.

All conditions as stipulated in any NOC/ Permission/Sanction issued by any Authority/ lenders pertaining to the said Apartment shall be binding on you.

All other expenses and outgoings such as Stamp Duty, Registration Fee, G.S.T and other applicable taxes, Legal charges, provisional maintenance charges and other applicable charges shall be to your account as per terms of Agreement for Sale to be entered between us.

Thanking you.

Yours truly,

VENKATESH ESTATE

AGREEMENT TO SALE

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

BETWEEN

I) M/s. Venkatesh Estate, (PAN No. AALFV 3176 B) Reg. Partnership Firm having its Reg. Office at : Add. Office No. 1 on First Floor "**PLATINUM CLASSIC**" Building, S. No. 50, Hissa No. 2, Plots Nos. 1+2+3 Kharadi, Tal. Haveli, Dist. Pune, **Through its Partners (1) Mr. Devidas Dnyanoba Kadam**, Age Adult, Occupation: Promoters & Builders, R/at: At Kadamwak Wasti, Tal: Haveli, Dist: Pune **(Pan No. ACEPK 2589 C) AND/OR (2) Mr. Kiran Vasant Pawar**, Age Adult, Promoters & Builders, Add: Pawar ali, Phursungi, Tal - Haveli, Dist. - Pune, **(Pan No. AJMPP 9532 H) AND/OR (3) Mr. Sandeep Kondiba Satav**, Age Adult, Occupation: Promoters & Builders, Add. : Sr. No. 46/2, Dattaprasad Society, Kharadi, Tal. Haveli, Dist. Pune - 411014, **(Pan No. AXFPS 9985 C) AND/OR (4) Mr. Sunil Dilip Deokar**, Age Adult, Occupation: Promoters & Builders, Add. : Sr. No. 47, Sunita Nagar, Wadgaonsheri, Pune - 411014, **(Pan No. ALQPD 6283 R) AND/OR (5) Shri. Rahul Kondiba Satav**, Age Adult, Occupation: Promoters & Builders, Add. : Sr. No. 46/2, Dattaprasad Society, Kharadi, Pune, **(Pan No. AXFPS 9986 B), AND/OR (6) Mrs Swati Santosh Dhekane (Pan No. ALQPD 6239 F)**, Age Adult, Occupation: Promoters & Builders, Add. : Sr. No. 47, Sunita Nagar, Wadgaonsheri, Pune - 411014 **(7) Shri. Jitendra Kanhaiyalal Newaskar**, Age Adult Years, Occupation: Promoters & Builders, Add. : 613, Nana Peth, Manibhadra Apartment, Tal Haveli, Dist. Pune, **(Pan No. AAPPN 1313 E), AND/OR (8) Shri. Shantaram Ranganath Katake** Age Adult Years, Occupation: Promoters & Builders, Add. Katakewadi, Wagholi, Tal. Havlei, Dist. Pune. **(Pan No. AMZPK 6468 K)** hereinafter referred to or called as "**THE PROMOTER / DEVELOPER / BUILDERS**".

(Which expression unless repugnant to the context or meaning thereof shall mean and include the said partnership firm, it's present partner/s, partner/s who may continue/ s as the partner of the firm and person/ s who may be admitted as the partner of the firm on reconstitution of the firm and on dissolution of the firm right, and obligation, under this agreement to whom allotted and partner/ s heirs, executors, administrators, but does not include the partner/s who ceases to be the partner of the said firm and his/her/their

heirs, executors, administrators, etc.).

..... PARTY OF THE FIRST PART

AND

1. Mr._____

(PAN No. _____)

Age: _____ Years, Occupation: _____

Residing at: _____

Hereinafter referred to or called as "**The Purchaser/s**" (Which expression unless repugnant to the context or meaning thereof shall mean and include he/she/ they/ himself/ herself/ themselves, and his/her/their heirs executors, administrators only).

..... PARTY OF THE SECOND PART

AND

(1) Mr. Dnyaneshwar alias Dyanoba Chandar Hargude, Age Adult, Occupation: Agriculture, **(PAN No. ABDPH 3473 N)**, **(2) Mr. Ganesh Pandurang Hargude**, Age Adult, Occupation: Agriculturist, **PAN No. (ADOPH 6380 D)** Both R/at – At Post. Kesnand, Tal. Haveli, Dist. Pune through its Power of Attorney holder **M/s. Venkatesh Estate, (PAN No. AALFV 3176 B)** Reg. Partnership Firm having its Reg. Office at: Add. Office No. 1 on First Floor "**PLATINUM CLASSIC**" Building, S. No. 50, Hissa No. 2, Plots Nos. 1+2+3 Kharadi, Tal. Haveli, Dist. Pune, **Through its Partners (1) Mr. Devidas Dnyanoba Kadam**, Age Adult, Occupation: Promoters & Builders, R/at: At Kadamwak Wasti, Tal: Haveli, Dist: Pune **(Pan No. ACEPK 2589 C) AND/OR (2) Mr. Kiran Vasant Pawar**, Age Adult, Promoters & Builders, Add: Pawar ali, Phursungi, Tal - Haveli, Dist. - Pune, **(Pan No. AJMPP 9532 H) AND/OR (3) Mr. Sandeep Kondiba Satav**, Age Adult, Occupation: Promoters & Builders, Add. : Sr. No. 46/2, Dattaprasad Society, Kharadi, Tal. Haveli, Dist. Pune – 411014, **(Pan No. AXFPS 9985 C) AND/OR (4) Mr. Sunil Dilip Deokar**, Age Adult, Occupation: Promoters & Builders, Add. : Sr. No. 47, Sunita Nagar, Wadgaonsheri, Pune – 411014, **(Pan No. ACLQD 6283 R) AND/OR (5) Shri. Rahul Kondiba Satav**, Age Adult, Occupation: Promoters & Builders, Add. : Sr. No. 46/2, Dattaprasad Society, Kharadi, Pune, **(Pan No. AXFPS 9986 B), AND/OR (6) Shri. Jitendra Kanhaiyalal Newaskar**, Age Adult Years, Occupation: Promoters & Builders, Add. : 613, Nana Peth, Manibhadra Apartment, Tal Haveli, Dist.

Pune, (**Pan No. AAPPN 1313 E**), **AND/OR (7) Shri. Shantaram Ranganath Katake** Age Adult Years, Occupation: Promoters & Builders, Add. Katakewadi, Wagholi, Tal. Havlei, Dist. Pune. (**Pan No. AMZPK 6468 K**) Hereinafter referred to or called as "**Vendors / Owners / Consenting Party**" (Which expression unless repugnant to the context or meaning thereof shall mean and include he/she/ they/ himself/ herself/ themselves, and his/her/their heirs executors, administrators only).

.....PARTY OF THE THIRD PART

WHEREAS

All those pieces and parcels of contiguous land admeasuring 00 H 34.575 R of owner No. (1) & 00 H 47.125 R of owner No. (2) i.e. total admeasuring area 00 H 81.70 R i.e. 8170 Sq. Mtrs. out of land bearing **Gat No. 458** lying and situated at within the limits of Village **Kesnand**, Tal- Haveli, Dist-Pune is owned by the respective owners / Consenting Party i.e. the Party of the Third Part. (Hereinafter referred to as the "**Said Land**" for the sake of brevity and convenience). The above said owners are in occupation and possession of the property and they have every right, title, interest and absolute ownership of the said land and same is more particularly described in the **Schedule - I** written hereunder. The owners have every right and authority to give the said land for Development to any party as per their wishes;

AND WHEREAS, Mr. Dnyaneshwar alias Dnyanoba Chandar Hargude & and Mr. Ganesh Pandurang Hargude have executed a Development Agreements coupled with an Irrevocable Power of Attorney with **M/s. Venkatesh Estate through it's partners Mr. Devidas Dnyanoba Kadam and others**. The said Development Agreement and Power of Attorney which are duly executed and registered on **03/03/2014** at the office of the **Sub Registrar Haveli No. 6, Pune at Sr. No. 2192/2014 and 2193/2014** respectively & Consenting Party has appointed the party of the First Part as the Promoters / Builders & Developers to carry out the construction and development on the said land and authorized and empowered to sell the flats / shop / office / parking / terraces / tenements / garden / godowns / etc. to proposed purchaser(s) in accordance with the terms and conditions contained in the development agreement;

AND WHEREAS, the said land is falling in Agricultural and No Development Zone as per the Regional Plan applicable to the said village. However the said land is within the periphery of 500 Mtrs. from the Gaonthan of village Kesnand and as such the said land is buildable under the RP / DC Rule under

the MRTP Act 1966. The provisions of the Urban Land (Ceiling and Regulation) Act 1976, (Hereinafter referred to as the, "**Said Act**") are not applicable to the said village. The said Act has been repealed by the Govt. of Maharashtra on and from 29/11/2007. Hence the provisions of the Repealing Act are applicable to the said land;

AND WHEREAS, the promoters herein are desirous of developing the said land by constructing a multistoried building(s) consisting of ground + upper floors on ownership basis consisting of flats / shops / offices / parking / terraces / tenements / garden / godowns / etc.;

AND WHEREAS, as per Zone Certificate issued by Town Planning Office the said land described in **Schedule-I** is falling in the Agricultural & No Development Zone however within the periphery of the 500 Mtrs of the Gaonthan area of village Kesnand. Therefore the developers i.e. M/s Venkatesh Estate having acquired all legal right for the development by the above mentioned registered agreement/s & applied to Collector of Pune under the provisions of MRTP Act 1966 for layout and sanction of building plan and for N.A permission u/s 44 of the MLRC Code 1966;

AND WHEREAS, the **Non-Agricultural** permission has been applied to the Collector Pune in respect of the said land and the same has been granted vide Order No. **PMH/NA/SR/403/14/Pune-1 dated 13/05/2015** subject to the conditions stipulated therein;

AND WHEREAS, the promoters herein have prepared layout and building plans over the said properties and as per the plan sanctioned by the **Pune Metropolitan Regional Development Authority, Pune under BHA/Mou.Kesnand/G.No.458./3262/dated.01/02/2016**. (Hereinafter referred to as "**The Said Plan(s)**").

AND WHEREAS, the Promoters herein being the Developers of the said land are alone entitled to develop and construct the Building/s on the said land and have exclusive right to sell, lease, mortgage the various units consisting of Flat/s, shop/s, Office/s, godown/s, tenement/s & to allot car Parking space/s, terrace/s, reserved/restricted areas, garden area, garage/outhouse, space for advertisements, space for mobile tower on the terrace of the building etc. in the building which is/are under construction or to be constructed on the said land by the Promoters and to enter into Agreements with the prospective Purchaser/s, Mortgagee/s, lessee/s, etc and to receive the sale price and deposit and other charges in respect thereof;

AND WHEREAS the Promoter have appointed **Mr. Atit Admulwar** as an **Architect**, Registered with the **Council of Architects** and also the Promoters have also appointed **Mr. R.K Randhave** as **R. C. C. consultant** for structural design and drawings of the building(s) and the Promoters accept the professional supervision of the Architects and the Structural Engineers till the completion of the building(s);

AND WHEREAS, the Promoter have the sole and exclusive right to sell the various unit/s in the said building being constructed or to be constructed by the Promoter on the said land and to enter into agreement / s with the prospective Purchaser/s of the units and other tenements and to receive the sale price in respect thereof;

AND WHEREAS, the Promoter has accordingly commenced construction of the said building/s in accordance with the said sanctioned building plans. The Promoter proposes to sell / allot the units and also rights of exclusive use pertaining to terrace / garage appurtenant or adjoining to certain units in the said building/s on ownership basis and is entering into separate agreement for sale / allotment of such premises with various Purchasers/ allottees on similar terms and conditions subject to such modification as may be desirable by the promoter with a view that ultimately all such Purchasers / Allottees together shall form and incorporate a Co-operative Housing Society / or an Apartment Condominium or Limited Company as the Promoters may decide;

AND WHEREAS, the unit Purchaser applied to the Promoter for allotment of the unit / Premises as detailed in **Clause No. 1** hereunder in the Scheme of construction being carried out by the Promoter as aforesaid on the said land;

AND WHEREAS, the Purchaser demanded from the promoter and the promoter has given inspection to the purchaser of all the documents of title relating to the said land, and the plans/s, designs and specifications prepared by the aforesaid Architects of the promoter and such other documents as are specified under the **Maharashtra Ownership Flats (Regulation of the promotion of construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "THE SAID ACT")** and the rules made hereunder;

AND WHEREAS, the copy of (i) **Title Certificate** issued by the Advocate of PROMOTER / BUILDER, (ii) copy of the **7/12 Extract** showing the nature of the title to the said land on which the flats/shops/offices etc. are constructed or are to be constructed, (iii) the copy of the **plans and specification** & (iv) the copy of **Non Agricultural Permission & Commencement Certificate**

in respect of the flats/shops/offices etc. agreed to be purchased by the purchaser and approved by the concerned local Authority are attached with these present as **ANNEXURE - I, II, III and IV** annexed hereto;

AND WHEREAS, after the Purchasers enquiry, the PROMOTER/BUILDER provided the purchaser with the copies of all documents necessary for verification of title and requested the Purchaser to carry out independent necessary search by appointing his/her/their own Advocate and to ask any queries he/she/they had regarding the title and the nature of the title and the Purchaser has satisfied himself/herself/themselves about the marketable title of the owners to the land and development rights of the Promoter/Builder in respect of the said land and therefore, agreed to purchase **flats/shops/offices** etc. constructed or to be constructed on the said land which is more particularly described in the **ANNEXURE - V** written hereunder and delineated in RED colour in plan annexed hereto, and hereunder for the sake of brevity and convenience referred to as "**THE SAID UNIT**";

AND WHEREAS, the Purchaser had read and understood all the contents of terms and condition mentioned in NA Order Cum Commencement Certificate and the purchaser agrees that this agreement is subject to the said terms and conditions are also binding on him/her/them;

AND WHEREAS, the Purchaser is aware of the fact that the PROMOTER / BUILDER has entered into or will enter into similar and/or separate agreement/s with several other person/s and / or Party/ ies in respect of the other units etc., to be constructed on the said land;

AND WHEREAS, relying upon the said application, declaration and agreement, the Promoter agreed to sell to the unit Purchaser the unit at the price and on the terms and condition hereinafter appearing;

AND WHEREAS, under Section 4 of the said Act the Promoter is required to execute a written agreement for sale of said unit with the unit Purchaser, hence in fact being these presents and also to register this agreement under the registration Act.

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

1) The Purchaser has agreed to purchase and acquire from the Promoter and the Promoter hereby agrees to sell to the Purchaser the unit along with a garage / open-space / terrace / parking space rights if any, having details as under :

- a) **Scheme** : **OXY GALAXY**
- b) **Location** : Gat No. 458(P) Kesnand, Tal. Haveli, Dist - Pune
- c) **Unit No.** : _____
- d) **Wing/Floor** : Wing No. _____ in Floor No. _____ **Floor**
- e) **Area** : Carpet Area about _____ Sq. Mtrs (i.e. ____ Sq. Ft) along with attached enclosed balcony about _____ Sq. Mtrs (i.e. ____ Sq. Ft.),, dry balcony about _____ Sq. Mtrs (i.e. ____ Sq. Ft.). & terrace admeasuring about _____ Sq. Mtrs. (i.e. ____ Sq. Ft.).
- f) **Gross Price** : **Rs. _____/-** (In words)

- g) **Stamp duty & Registration Fee** : As applicable

Note: However the actual price will be charged after measuring the exact carpet area at time of handing over the concerned unit for occupation which area shall be inclusive of the area of unit including area of balconies. The unit described above which is agreed to be purchased by the Purchaser is hereinafter referred to as “the unit”.

The common / limited areas and facilities tentatively proposed to be provided in the scheme are of the nature, extent and description given in the **Schedule - II** hereunder written, the unit Purchaser hereby agrees to pay to the Promoter the total purchase price as mentioned in **Clause No. 1 (h)**. Purchaser agreed to pay the purchase price in the following manner:

h) Mode of Payment of Consideration applicable for Residential Unit i.e. Flat:

A)	10% RS. _____/-	Within 15 Days from Booking / Before signing of the agreement
B)	35% RS. _____/-	Completion of plinth work of particular unit or building
C)	5% RS. _____/-	Completion of First floor slab pertaining to the said accommodation of particular unit or building.
D)	5% RS _____/-	Completion of Third floor slab pertaining to the said accommodation of particular unit or building.
E)	5% RS. _____/-	Completion of Fifth floor slab pertaining to the said accommodation of particular unit or building.
F)	5% RS. _____/-	Completion of Seventh floor slab pertaining to the said accommodation of particular unit or building.
G)	5% RS. _____/-	Completion of Ninth floor slab pertaining to the said accommodation of particular unit or building.
H)	15% RS. _____/-	Commencement of brick work pertaining to the said accommodation of particular unit or building.
I)	10% RS. _____/-	Commencement of flooring work pertaining to the said accommodation of particular unit or building.
J)	5% RS. _____/-	At the time of delivery of possession of the said accommodation by the Promoter to the Purchaser/s of particular unit or building
RS	Rs: _____/-	TOTAL

Note : The above said payment slab shall be applicable according to the floor on which the unit each situated.

(The Total Price above excludes Taxes GST or any other Govt. Taxes as applicable time to time shall be paid by The Purchaser

to the Govt. as and when demanded by the Promoters & any other taxes if applicable shall be paid by the Purchaser on demand)

The aforesaid consideration agreed upon and confirmed is based on the cost of raw material components & labour cost calculated and based on the District Schedule of Rates (DSR) index as on the date of this agreement. The Architect's Certificate shall be conclusive proof for justifying the increase demanded by the Promoter, if any under this clause.

2) Construction as per Approved Plans :

The Promoter shall in phases construct the said buildings on the said land in accordance with the plans, designs & specification approved by the concerned local authority and which have been seen and approved by the unit Purchaser with only such variations and modification as the Promoter may consider necessary or as may be required by the concerned local authority / the Government authority to be made in them or any of them.

However, the unit Purchaser shall not object the Promoter for making reasonable changes in the revising the layout, plans, designs, specifications and amenities including the plans of the building in which the said unit is situated for any number of times as per requirements of the Promoter, due to additional FSI available or otherwise and for completing the development in phases as per the Promoter's discretion.

The Purchaser hereby irrevocably consents and authorizes the Promoter to sign on behalf of him / her for the same and to add / delete floors, buildings, units, etc. to make suitable and reasonable changes, modifications and variations in the layout & building plans including the unit of the Purchaser as regards its location and area & to make suitable changes in the position of roads and open spaces in the layouts, parking areas, common amenities, staircases, lobbies, water tanks, transformers, water lines, septic tank, etc.

3) Observance of all conditions imposed by local authorities :

The promoter hereby agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority when

obtaining the occupation and / or completion certificates in respect of the unit. The Purchasers shall make all payments to the promoter by demand draft or by local Cheques.

4) F. S. I. :

The Promoter hereby declares that as per existing rules the Floor Space Index available in respect of the said land is as per the RP / DC Rule as applicable to the 10 K.M. peripheries from PMC & PCMC Limit. The Purchaser consents and authorizes the Promoter to float FSI of any other property i.e. TDR in the said scheme and on the building in which the said unit is situated by revising the building plans as the Promoter may deem fit and sell additionally constructed FSI to any persons of their choice. The Purchaser approves and consents for the Promoter disposing of the premises constructed in a similar manner as part of the said scheme and receiving the sale proceeds and inducting the prospective purchasers of the said floated FSI to the membership on the Co-operative Society or ultimate organization to be formed. The residual and further available F.A.R. (F.S.I.) in respect of the plot or the layout not consumed and / or available till the execution of the final Deed of Conveyance of the said land will be available to the promoter & if any additional FSI is available and claimed by the Promoter, they shall be entitled to construct additional flats / units etc. upon the said land and dispose off the same in a similar manner and get the layout and building plans changed and revised suitably, phase wise or otherwise for which consent of the Purchaser shall be deemed to have been given, and the Society whether registered and / or proposed, or the Purchaser shall not demand any share or compensation in any circumstances from the Promoter. The Purchaser hereby gives his irrevocable consent and authorizes the Developers for doing all acts and things necessary and signing on his behalf before all semi-Govt., Govt. and Municipal and local authorities, etc. for the above purposes. For this reason the plans annexed to this agreement are tentative and the Purchaser consents for changing of the record plan by the Promoter till the execution of the Sale Deed.

5) Disclosure as to title :

In case the Promoter is acting as an agent of the original owners of the said land, then the Promoter hereby agrees that they shall, before handing over possession of the unit to the unit Purchaser and in any

event before execution of the conveyance of the said land in favour of a corporate body to be formed by the Purchasers of units in the building / s to be constructed on the said land (hereinafter referred to as "The Society" / The Limited Company "or" Apartment Condominium") make full and true disclosure of the nature of their title to the said land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said land, and shall, as far as practicable, ensure that the said land is free from all encumbrances and that the original owners have absolute, clear and marketable title to the said land so as to enable them to convey to the said Society / Limited Company such absolute, clear and marketable title on the execution of the conveyance of the said land by the original Owners / Promoter in favour of the said Society / Limited Company. The Purchaser hereby consents and authorizes for the Promoters / Owners raising any finance by way of mortgage of the said land or scheme or any promotion thereof if, as & when so deemed necessary by the Promoter. At any stage during the implementation of scheme the Promoter shall be at liberty to sell, assign or transfer or otherwise deal with their right, title and interest in the said land or building / s to be constructed thereon provided that the same does not in any way affect or prejudice the rights granted in favour of the Purchaser in respect of the said unit agreed to be purchased by him / her in terms of this agreement. Having acquainted and satisfied himself / herself with all the facts and rights of Promoter regarding the said land, the unit Purchaser shall at no time be entitled to challenge or question the title of the owners / consenting party or the rights of the Promoter in respect of the said land or construction thereon.

6) Interest on Amounts due :

the unit Purchaser agrees to pay to the Promoter interest at the then prevailing lending back rate or nine percent p.a. whichever is more on all the amounts which become due and payable by the unit Purchaser to the Promoter under the terms of this agreement from the date the said amount becomes payable by the unit Purchaser to the Promoter. If the Purchaser makes the payment of outstation Cheques then the date of payment shall be treated as and when the sum is credited to the account of the Promoter and to the extent the amount as is left for credit by deduction of the commission / service charges of the bank.

7) Termination on default in payment and breach of conditions :

Time for payment of each installment and other dues in terms hereof is of essence of the contract. On the unit Purchaser committing default in payment on due date of any amount due and payable by the unit Purchaser to the Promoter under this agreement (including his / her proportionate share of taxes levied by the concerned local authority and other outgoings) and / or on the unit Purchaser committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at his own option 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 shall have given to the unit Purchaser fifteen days prior notice in writing 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, and default shall have been made by the unit Purchaser in remedying such breach or breaches within a reasonable time after giving of such notice provided that upon termination of this agreement as aforesaid the Promoter shall be entitled to forfeit 10% of the consideration amount and shall be entitled to dispose off the said unit to any other person of their choice and from the proceeds received from such resale of the said unit, shall refund to the unit purchaser the remaining installments of the sale price of the unit which may till then have been paid by the unit Purchaser to the Promoter and the Purchaser shall only have right to claim to the extent of whatever the receivable amount from the Promoter.

However the Promoter shall not be liable to pay to the unit Purchaser any interest on the amount so refunded; and upon termination of this agreement for default of the Purchaser i.e. after expiry of 15 days notice period the Promoter shall be at liberty to dispose off and the unit to any other person and at such price as the Promoter may in his absolute discretion think fit without any hindrance or objection from the Purchaser who shall be deemed to have given his consent for such resale. The Promoter may at their discretion alone accept the installments / other dues in default together with compensation by way of interest at prevailing lending bank rate so as to cover his losses.

8) Amenities provided :

The **fixtures, fittings, specifications and amenities** tentatively proposed to be provided by the Promoter in the said building and the unit / s are only those that are set out in **Schedule - II and III** annexed hereto. However, the same may be changed suitable by the Promoter depending on the availability of building materials and / or changes in Government policies or laws or rules for which changes or laws or for doing, providing or performing any acts, matters, services, amenities or extra works for the Purchaser other than those expressly appearing in this agreement. Whatever design, elevation, layout, tress lawns colour scheme etc. shown in the brochure and pamphlet are only for aesthetic value and advertisement and the Promoters are not bound to provide the same. The Promoter shall be entitled to grant rights of exclusive use of all or any of the limited common areas and facilities enumerated and set out in the schedule to any of the unit Purchasers as the Promoter any determine and such area or facility so reserved for exclusive use by that Flat / Unit Purchaser shall not be a restricted facility and area for the other unit Purchasers and shall be available for use and enjoyment to the concerned flat Purchaser to the exclusion of the other flat Purchasers.

- 9)** The Promoter have disclosed to the purchaser that the Promoters are holding Development rights in the Schedule I land under construction as well as other land in the same Gat No. 458 from other owners & developer have decided & proposed to construct in Phase wise i.e. Phase No. I & Phase No. II. The Amenities shown & to be provided shall be for both the phases of construction. Out of which Amenities of **Swimming Pool & Temple** will be facilitated & made available to the present purchaser of Project OXY GALAXY PHASE I & future purchaser of the OXY GALAXY PHASE II of both the project at the time of final completion of Phase II project & the present purchaser is hereby agreed, confirmed & indemnified to the Promoters that Amenities of Swimming Pool & Temple shall not be ready for use until Completion of work of both the Phases. The purchaser shall have no right to demand & made available such amenities at the time of actual delivery of vacant & peaceful possession of the unit & purchasers shall not refrain himself from accepting possession on the ground of non-availability of the Amenities of **Swimming Pool & Temple**.

10) Possession & delay / failure to give possession on due date :

The Promoter shall give possession of the unit to the unit Purchaser on obtaining the occupancy / completion certificate (part / Final) of the unit within 30th June 2018 from the date of actual commencement of the construction of the building in which the unit is situated. If the Promoter fails or neglects to give possession of the unit to the unit Purchaser on account of reasons beyond his control and of his agents the time agreed upon and the same is accepted by the Promoter, then the Promoter shall be liable to refund to the unit Purchaser the amount already received by them in respect of the unit by way of simple interest at @ nine percent p.a.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of unit on the aforesaid date, and status quo shall be maintained the completion of the building in which the unit is to be situated is delayed on account of :-

- (i) Non availability of steel, cement, other building material, water or electric supply, labour problems etc.
- (ii) War, Civil Commotion or act of god.
- (iii) Any notice, order, rule, notification of the Government and / or other public or competent authority including the authorities under the Urban Land (Ceiling & Regulation) Act, 1976, Collector, or any disputes or matters relating to the property pending final determination by the Courts or any other authorities.
- (iv) Changes in any rules, regulations & byelaws of various statutory bodies and authorities from time to time then affecting the development and the project.
- (v) Delay in grant of any NOC / Permission / License Connection / Installation of any services such as lifts, electricity & water connections and meters to the scheme / unit road, NOC etc.

11) Defects or unauthorized change in unit :

The unit Purchaser shall take possession of the unit within 10 days of the Promoter giving written notice to the unit Purchaser intimating that the said unit is ready for use and occupation provided however that the Purchaser has observed and complied with the terms of this agreement and paid the amount of consideration and other dues and

deposits as mentioned herein.

Provided that if within a period of twelve months from the date of intimation by Promoter that unit is ready for use to the unit Purchaser, the unit Purchaser brings to the notice of the Promoter any material defect in the unit or building in which the unit or building in which the unit is situated and on the Promoter's accepting the same, they shall rectify such defect if possible, at their own cost. The word 'defect' shall mean only defects in RCC work and caused on account of willful neglect of the Promoter themselves and shall not include defects caused by normal wear and tear, negligent use of the premises by the Purchaser, abnormal temperature fluctuations, heavy rains and weather conditions etc.

It is further made clear that the Purchaser shall not carry out any alterations in the unit or the amenities / fittings provided therein, pipes, water supply connections, tiling, bathroom renovations which may result in seepage of water and the defect liability of the Promoter shall automatically cease and become void if any such work is carried out by the Purchaser and caused material alterations.

12) Purposes of the unit / Garages / Parking Space :

The unit Purchaser shall use the unit or any part thereof or permit the same to be used only for the purpose allowed as per plan sanctioned by local authority. The Purchaser shall use the garage or parking space only for the purpose of keeping or parking his / her own vehicle and shall park his vehicle in the specific parking allotted to him / her and shall not disturb the parking facilities allotted to the other Purchasers or claim any rights on the un-allotted parking space / s.

13) Formation of One or more Society or Apartment Condominium or Ltd. Company :

Within six months from all the units in the scheme being disposed off by the Promoter, the unit Purchaser along with other Purchasers of units in the building / s shall join in forming and registering the society or a Limited Company or Apartment Condominium or any other body to be known by such name as the Promoter may decide and for this purpose and also from time to time sign and execute the application for registration and / or membership and other papers and documents necessary for the formation and the registration of the Society or

Limited Company or Apartment Condominium and for becoming a member thereof including the byelaws of the proposed society, and shall duly fill in, sign and return to the Promoter within 8 days of the same being forwarded by the Promoter to the unit Purchaser, so as to enable the Promoter to register the organization of the unit Purchasers under section 10 of the said Act. The Promoter shall have the right and discretion to form one or more Societies or subject the scheme to Apartment Act by giving one or more declaration shall be taken by the unit Purchaser if any changes or modifications are made in the draft byelaws or the Memorandum and / or Article of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of the Companies, as the case may be, or any other competent authority.

14) Conveyance to Society / Ltd. Co. / Apartment Owners :

The Promoter shall, only after completion of the entire project in all respects and obtaining completion certificate and after all the unit being occupied by the individual Unit Purchaser as aforesaid, but in any case within one year from the date of completion of the construction work of the last building or sale of the last unit or receiving all dues from all the Purchasers, whichever is cause to be transferred to the Society or Limited Company all the right, title and the interest of the original Owners / Promoters and / or the owners in the aliquot part of the said land together with the building / s by obtaining or executing the necessary conveyance / s of the said land or phase wise part / s thereof (or to the extent as may be permitted by the authorities) and the said building / s in favour of such Society or Limited Company or Apartment Owners as the case may be and such conveyance / s shall be in keeping with the terms and provision of this agreement. However, for the sake of the convenience and better management, the society or organization of the unit Purchasers may be registered earlier and the Promoter shall not be held responsible if the conveyance / s is delayed on part of the Society and its members or apartment owners including the unit Purchaser. Even though after registering the Co-operative Society or organization as per the **Maharashtra Ownership Flat Act (MOA) 1963** the conveyance is to be executed within 24 months, the Purchaser hereby consents to the Promoter that it shall not be practical unless and unit the full scheme is completed, in all respects and hence the Purchaser hereby gives his NOC for execution of sale deed only after entire

construction work and scheme is completed and occupation by Purchaser in all respects. For all purposes, the scheme shall be said to have been completed only on execution of the sale deed.

15) Outgoings and proportionate contributions :

On a notice in writing being given or by electronic media by the Promoter to the unit Purchaser the unit is ready for use and occupation, the unit Purchaser shall w. e. f. the date of occupation certificate of the said unit issued by the municipal authorities or Local Authorities or from the date of notice by the Promoter which ever is earliest, be liable to bear and pay common lights and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said buildings. Before taking possession of the unit, Purchaser shall keep with the Promoter his share of such charges and outgoings in advance for One year i.e. Rs. 50/- per Sq. Ft. per year.

16) Payment of Deposits :

The unit Purchaser shall on or before taking delivery of possession of the said unit keep deposited with the Promoter the amounts - The fixed maintenance charges for One years i.e. Rs. 50/- per Sq. Ft. per year in advance towards proportionate expenses and M.S.E.D.C.L. Light Bill / water deposits, incidental expenses and proportionate charges.

17) Stamp duty & registration charges :

The Purchaser shall pay the stamp duty as for conveyance on this agreement and / or before taking the possession the unit Purchaser shall pay to the Promoter the unit Purchaser's share of stamp duty and registration charges payable, if any by the said society or the limited company on the conveyance or any document or instrument of transfer in respect of the said land and the buildings to be executed in favour of the society or limited company or apartment owners. Till the final Conveyance / s of the said land and building / s is executed this amount shall remain with the Promoter. The Purchaser further undertakes to pay any additional difference in stamp duty or registration fees or taxes that may arise due to change in government rules and laws till final conveyance deed is executed and regarding the same.

18) Covenants as to use and maintenance of unit by Unit Purchaser:

The unit Purchaser for him / herself and with the intention to bring all persons into whosoever hands the unit may come, hereby covenant with the Promoter as follows :-

- a) To maintain the unit at the unit Purchaser's own cost in good tenantable repair and condition from the date the possession of the unit is taken and not to do or suffered to be done anything in or to the building in which the unit is situated, staircase or any passage which may be against the rules, regulations or bylaws of the concerned local or any other authority or change / alter or make addition in or to the building in which the unit is situated and the unit itself or any part thereof
- b) Not to store in the unit 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 unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may be damage or are likely to damage the staircase, common passages or any other structure of the building in which the unit is situated. Any damage caused to the building in which the unit is situated or the unit on account of negligence or default of the unit Purchaser in this behalf, shall be made good by him / her and the unit Purchaser shall be responsible and liable for the consequences arising there from.
- c) To carry at his own cost all internal repairs to the said unit and maintain the unit in the same conditions, state and order in which it was delivered by the Promoter to the unit Purchaser and not to do or suffered to be done anything in or to the building in which the unit is situated or the unit which may be detrimental to the rules regulations and byelaws of the concerned local authority or other public authority. And in the event of the unit Purchaser committing any act in contravention of the above provision, the unit Purchaser alone shall be responsible and liable for the consequences thereof and to the concerned local authority and / or other public authority.
- d) Not to demolish or cause to be demolished the unit or any part thereof, not at any time make or cause to be made any addition or

alteration of whatever nature in or to the unit or any part thereof, or any alteration in the elevation and outside colour scheme of the building in which the unit is situated and shall keep the portions, sewers, drains, pipes in the unit and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the unit is situated and shall not chisel or in any other manner cause damage to column, beams, walls, slabs or R.C.C., partition or other structural members in the unit without the prior written permission of the Promoter and / or the Society or the Limited Company.

- e) Not to do or permit to be done any not or thing which may render void or voidable any insurance of the said land and the building in which the unit is situated or any part thereof or whereby any increased creased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said unit in the compound or any portion of the said land and the building in which the unit is situated.
- g) Pay to the Promoter within 8 days of demand by the Promoter, his / her share of security deposit when demanded by the concerned local authority or Government for giving water, electricity or any other service connections to the building in which the unit is situated.
- h) The Purchaser/s is/are aware that water is available through natural resources and which is made available to the citizen by the concerned local authority. There is a shortage / shortfall for providing the water and due to restriction, local authority (Municipal Council / Grampanchayat) may not be able to supply adequate drinking & potable water throughout the year. In that case until the conveyance, the Promoter shall help the Flat Purchasers and their organization for providing required quantity of water by purchasing the same from the market as per availability. All costs there for shall be borne by the Purchasers and their organization and Promoter shall not be liable to bear the costs thereof. In this respect the role of the Promoter shall be of giving required help and making adequate arrangements
- i) To bear and pay any 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 public authority, on account of change of user of the unit by the unit Purchaser viz. or on

any other account user for any purposes other than for residential purposes.

- j) the unit Purchaser shall not let, sublet, transfer, assign or part with the possession of the unit until all the dues payable by the unit Purchaser to the Promoter are fully paid and subject to the condition that the Purchaser is not guilty of breach of any terms or is not guilty for non observance of any terms and conditions of this agreement and until the unit Purchaser has obtained prior consent in writing of the Promoter.
- k) the unit Purchaser shall observe and perform all the obligations under the rules and regulations which the society or the limited company may adopt at its inception and as it may be in force from time to time for protection and maintenance of the said buildings and the units therein, & shall be responsible for the observance and performance of the building rules, regulations and byelaws for the time being of the concerned local authority and of the Government and other public bodies. The unit Purchaser shall also observe and perform all the stipulations and conditions laid down by the society / limited company regarding the occupation and use of the unit and 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.
- l) The unit Purchaser shall at all reasonable times 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 land and buildings or any part thereof to view and examine the state and condition thereof.
- m) Any obstruction, objection, nuisance, etc. created or caused by the Purchaser shall forthwith be removed as asked for by the Promoter, society / association or any members thereof suffering inconvenience on account of such cause.

19) No grant till conveyance :

Nothing contained in this agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said unit or of the said land and building or any part thereof. the unit Purchaser shall have no claim save and except in respect of the unit hereby

agreed to be sold to him and all open spaces, parking spaces, lobbies, roads, staircases, terraces, recreation spaces etc. Rights unless specifically allocated to any person / s will remain the property of the Promoter until the sale deed of the said land and buildings is transferred to the society / limited company as hereinafter mentioned. The Promoter shall till the execution of the final conveyance be entitled at his discretion to declare such areas or facilities as restricted, common, limited or reserved and cause changes therein or allot any of the same to any person / s for such extra charge as they may deem fit for which the Purchaser hereby irrevocably consents and shall not object.

20) Forbearance not to be constructed as waiver :

Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the unit Purchaser by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or noncompliance of any of the terms and conditions of this agreement by the unit Purchaser nor shall the same in any manner prejudice the rights of the Promoter, Pune courts alone shall have jurisdiction in all matters arising or concerning this agreement.

21) Registration of Agreement and conveyance :

The unit Purchaser shall present this agreement at the proper registration office for registration within the time limit prescribed by the registration act and on intimation, the Promoter will attend such office and admit execution thereof.

22) Unit Purchasers address for service of notice :

All notices to be served on the unit Purchasers as contemplated by this agreement shall be deemed to have been duly served if sent to the unit Purchaser, by courier / registered post / under certificate of posting / ordinary post at his / her address first hereinabove mentioned.

23) Use of Terraces & Open spaces / gardens :

It is also understood and agreed by and between the parties hereto that the terrace space or open space / s in the layout or in front of or side areas adjacent to the unit / s in the said building, if any, shall not be enclosed by the unit Purchaser till the permission in writing is

obtained from the concerned local authority and the Promoter or the society, or limited company as the case may be, as some of the units in the scheme / building / s are designed to be as terrace / garden flats / units for aesthetics space or side areas or road rights shall not vest in the Purchaser or society as the case may be till the specific and exclusive rights of that particular terrace or open space or side areas of the unit have been allocated to him / her under this agreement. The rights of exclusive use of terraces and open garden / spaces areas / parking areas specifically allocated to the particular unit holder shall exclusively be used by the concerned unit holder and the same shall be a restricted area for any other unit holder. For this purpose these terms are not included in the common areas and facilities provided for all the unit Purchasers but are restricted in use and also that the Promoter having incurred costs for making provision of the same by way of fixing chequered tiles, construction of WBM road, laying RCC slab and / or stilts for covering parking areas, landscaping, marking etc. is entitled to recover his costs by selling exclusive rights for use of such parking space / garden, open area / terrace etc. For which the purchaser consents irrevocably. The Purchasers shall be entitled to erect TV Antennas only at such places as the Promoter shall allow, dish antennas shall specifically not be erected without the prior written consent of the promoter. The Purchaser shall not have any grievances as regards internal road / s which can only be completed after all the buildings in the scheme are duly constructed. All un-allotted terraces / parking spaces or open garden / spaces / areas etc. shall remain exclusively owned by the Promoter unless specifically allotted to any unit Purchaser and the unit Purchaser shall not object and consent to the promoter for allotting or using the same in any manner as they may deem fit. The Purchaser consent and has no objection for the Promoter exclusively retaining an and / or constructing upon the compulsory open space from the said layout of the said land if permissible as they may in their absolute discretion deem fit and the Purchaser shall not have any right, claim or interest in the construction made thereon by the promoter if any.

The Promoter shall be entitled to sell or otherwise dispose off the right to put up hoardings and or advertisement / s in any part of the said land and / or on the buildings being constructed thereon.

24) M. O. F. Act :

This agreement shall always be subject to the provisions of the **Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963** and the rules made there under and amendments thereto.

25) Payment of Sales Tax and other Taxes :

The unit Purchaser shall be liable to pay all and any other taxes such as sales tax, service tax, vat and other taxes as are or as may be levied by the State or Central Government or any other local authority before or after the possession of the said unit as and when such taxes become due and such payment shall be effected within seven days of demand, and the Purchaser shall exclusively be liable for any delay in payment thereof.

26) Consent to represent Purchaser :

The Purchaser hereby irrevocably consents and authorizes the promoter to represent him / her in all matters regarding property tax assessment and reassessment before the municipal authorities and decisions taken by the Promoter in this regard shall be binding on the Purchaser. The Promoter may till the execution of the final conveyance represent the Purchaser and his / her interest and give consent, NOC and do all necessary things in all departments of the Municipal Corporation, Collectorate, Road, Water, Building tax assessment department, Govt. & Semi Govt. Departments, M.S.E.D.C.L., U.L.C. Officials etc. on behalf of the Purchaser and whatever acts done by the Promoter on behalf of the Purchaser shall stand ratified and confirmed by the Purchaser.

The unit Purchaser confirms and accepts that the plans annexed to this agreement and place & elevations approved by the municipal corporation and shown on brochure and tentative and the Promoter may change it from time to time till the final conveyance deed is executed as per their requirement and the unit Purchaser has not objection for the same.

The unit Purchaser hereby authorizes and allows the Promoter to represent him / her for applying to concerned authorities and departments for separate water and electricity matters, and / or changing the position of roads, open spaces, parking lots, other

common amenities, staircases, lobbies, underground / overhead tanks, transformers, garbage, dust-bin, septic tank, sewage line, water lines etc. As per their requirement and will not take any objection for the same.

The Purchaser consents and authorizes the promoter to utilize and take connections for water, electricity, sewage or drainage lines and other conveniences in the said scheme / building / s as and when they require to do so for carrying on further development.

The unit Purchaser is also aware that, if the Promoter have not consumed the full FSI or revision on plans is required as per Promoter opinion then the revised plans will be submitted as per their requirement and they will be entitled to change the entire plans & layout. Also, they may increase number of units & floors in the building / s in which the unit Purchaser has booked his unit or any other building / s and / or construct upon the open space in the layout as per the requirement of the Promoter. The Promoter is allowed to change the elevation and plans for any number of times upto execution of the sale deed / s of all buildings, including the building wherein the unit Purchaser has booked his unit and the unit Purchaser will not take any objection for the same. the unit Purchaser hereby gives consent to the Promoter for representing him / her for doing the same. The Purchaser consents and agrees for the Promoter raising finance for and in the course of completing the development and construction work on the said land by creating charge / mortgage thereof or any part there from, to any person / s or instructions as the Promoter may deem fit or require.

In future, if there is any increase in FSI upto sale deed, Promoter shall have the sole rights to claim utilize, develop and dispose off the same in a similar manner and unit Purchaser will not ask for any compensation for the same and the Promoter is authorized to submit the plans and sign on behalf of Unit Purchaser if his / her signatures are required for this purpose.

The Promoter is allowed to make suitable and necessary representations and changes in all Government, semi Government or any other departments to execute the scheme property as they may deem fit. All activities done by Promoter will be binding on unit Purchaser and he / she will not take any objection for the same.

27) Right to dispose off premises constructed on terrace :

The Promoter may allow display of advertisements and hoarding sites on the said building / s and derive an appropriate the income there from in their own rights. The terraces on the building and / or attached to any units or premises which are not exclusively allotted to any particular Purchaser shall always belong to the Promoter and they shall be entitled to deal with and dispose off rights pertaining thereof in such manner as they may deem fit. In the event of the Promoter obtaining permission from the Municipal Corporation for construction of any type of premises on the terrace, then the Promoter shall be entitled to deal with and dispose off in any manner whatsoever such premises constructed by them to such person or persons or parties at such rate and on such terms and conditions as the Promoter, may deem fit. The Promoter shall be entitled in that event to allot the entire terrace to the buyers of such premises constructed on the terrace. the unit Purchaser shall have no objection to the said Society accepting the buyers of the premises that may be constructed on the terrace as its member / s. In the event of any water shortage tank being constructed on the terrace of the said building or lifts being installed for the benefit and use of the various holders of unit or other premises then the Promoter / Society shall be entitled to depute its representative to go to the terrace for the regular check up and upkeep, maintenance and repairing the tanks and lifts at all reasonable time as may be mutually agreed to between the Promoter and the buyer of terrace premises.

28) Electricity and Water Supply :

That in case there is any liability of installing the meters, cables or transformers or any other additional and incidental charges levied by the M.S.E.D.C.L. such as ORCS / SLC and other M.S.E.D.C.L. deposits, installations, consultation and service charges of meter sanction, cables upto individual meters, feeder pillars, bus-bar, laying cable and its pipeline, transformer plinth, LT room, construction, cable inspection charges, consultation charges etc from time to time for getting proper electricity supply whether in the premises where the building / s and unit is situated or outside, including common meter the same shall be proportionately borne by the unit Purchaser and shall be paid to the Promoter within 8 days from such intimation. Whatever electric meter deposit and expenses and monthly electricity bills due will be paid by

the unit Purchaser to the Promoter on demand. Due to any reason if the electrical work is delayed and proper supply is not available to the unit Purchaser, in the interim period, for the unit Purchaser / s convenience a few temporary meters will be availed for which the Purchaser shall have no complaints. As the Promoter will be applying to the concerned authorities for giving separate water and electricity meters and as authority holder of the Purchaser, if there is any delay in obtaining separate water and M.S.E.D.C.L. Supply connections from the concerned department due to which or if there is improper supply of water the Promoter shall not be held responsible for the same and the Purchaser consents for any temporary arrangements that may be made in the interim period. The Purchaser shall pay the proportionate charges as demanded, determined and decided by the Promoter. The Promoter shall be entitled to deduct any dues of such proportionate or entire charges payable by the Purchaser for the above from the society deposit, maintenance deposit or M.S.E.D.C.L. Deposit accounts for which the Purchaser hereby gives consent.

29) Promoter to have charge till all amounts paid :

That the Promoter shall have necessary lien and first charge on the unit for all amounts that the Purchaser is liable to pay to them under this agreement and the Promoter shall be entitled to recover and receive the same from the Purchaser and shall be entitled to withhold giving possession subject to the payment thereof and of the other liabilities relating to taxation or otherwise.

30) Change in Area or Additions :

It any change in area, walls site plan or room, portion of unit etc. are required to be made before handing over possession by the Promoter to the Purchaser, due to peculiar site condition, or as per the direction of municipal corporation or any other state, central or local authority, or on account of utilizing the remaining or additional F.S.I. if any, or if the Promoter may so deem necessary and convenient the Promoter shall have deemed to have given his / her consent. In such an event if there is any change in area of the premises of the Purchaser the Promoter shall calculate the price of the premises based on its saleable area by the agreed rate and accordingly the price to be paid will be adjusted. The unit Purchaser shall allow the dry duct to be opened with a view to clean the same.

31) Purchaser not to claim partition of share :

The Promoter will be entitled to make alterations or modifications in the places, structures, floors or buildings and to amalgamate it with the adjoining property / property or vice-versa or to sub divide the same and this exclusive right of the Promoter shall not be objected to by the Purchaser for whatsoever reasons. The Purchaser shall not be entitled to claim partition in his / her / their share in the said land and building and the same shall always remain undivided and importable. The Purchaser shall not be entitled to carry out any external changes, modifications, alterations which will affect the external elevation of the buildings without the written consent of the Promoter and / or their architect.

32) Use of Unit :

The Purchaser shall use the said unit etc. for the purpose for which it is given as sanctioned by the municipal & respective authorities and the Purchaser shall be answerable and responsible for any deviation in use of the same. The Purchaser is entitled only to the unit etc. hereby agreed to be sold to him and shall not use any open space, passage etc. un-authoritatively for such purpose that may cause inconvenience or is objected to by the society / association or any of its members and also by the Promoter till the final conveyance.

33) Set Back Compensation :

The Promoter alone shall be entitled to claim and receive compensation for any portion of the land / building that may be notified for set back and claim the FSI, benefits and compensation available for areas under reservation for community center, D. P. Road / s prior to the final conveyance in favour of the proposed society / apartment owners / Ltd. Co.

34) Consent by the Consenting Party :

The Consenting party being the owners of the said land has joined this agreement as the party of the second part and they have given their formal consent for this agreement without receiving any consideration except the consideration as stated in their aforesaid agreement with the Promoter.

SCHEDULE - I

Description of the property referred to above:-

All that piece and parcel of land bearing **Gat No. 458** an area admeasuring **00 H. 81.70 R** out of entire area 03 H 89 R +00 H 04 R i.e. total an area 03 H 93 R assessed at 03 Rs. 87 Paisa situated at Revenue Village & Grampanchayat **Kesnand**, Tal. Haveli Dist. Pune within the limits of Sub-registrar Haveli No. 1 to 27 & within the limits of Zilha Parishad Pune Taluka Panchayat Samiti Haveli, and bounded as follows:-

ON OR TOWARDS THE

East : By Kesnand Kolwadi Road

South : By remaining land out of same Gat Number

West : By land out of Gat No. 459

North : By remaining land out of same Gat Number

SCHEDULE - II
(Specifications & Common Amenities)

SPECIFICATIONS

STRUCTURE & MASONRY	❖ Earthquake resistant RCC frame structure ❖ Internal gypsum finish
ELECTRICAL FITTINGS	❖ Concealed wiring and modular switches ❖ Provision of points for split A/C, Lights, Fans, TV & Cable connection ❖ Fire resistant cabling for the entire flat ❖ Adequate electrical points in all rooms ❖ Telephone points in living room ❖ Single phase meter ❖ Earth leakage circuit breaker (ELCB)/RCB
FLOORING	❖ 24" X 24" vitrified tile flooring in flat with skirting ❖ Anti-skid tile flooring in attached terraces, dry balcony and toilets
DOORS	❖ Attractive laminated main entrance door ❖ Internal laminated flush door ❖ Laminated flush doors to toilets ❖ 3 track powders coated aluminium sliding doors for terraces
TERRACE	❖ Spacious terraces to each flat ❖ High parapet / railing for safety
WINDOWS	❖ 2/3 tract powder coated aluminium sliding windows with mosquito net & safety grills ❖ Marble sills for all windows ❖ Low sill windows
FINISHES	❖ Gypsum finishing to all internal walls ❖ Oil-bond distemper paint to internal walls ❖ ACE paint for external walls
KITCHEN	❖ Granite kitchen platform with stainless steel sink ❖ Decorative dado tiles above platform up to lintel level. ❖ Dry terrace with provision for washing machine (inlet & outlet) ❖ Provision for exhaust fan
BATHROOMS	❖ Concealed branded plumbing with premium quality CP fittings with hot & cold mixers ❖ Commode with flush tank ❖ Provision for water boiler ❖ Designer glazed dado tiles up to lintel level in all bathrooms ❖ Anti skid ceramic flooring ❖ Solar water system for common bathrooms ❖ Provision for exhaust fan

AMENITIES

- ❖ Designer entrance gate
- ❖ Gymnasium
- ❖ Community celebration party lawn
- ❖ clubhouse
- ❖ Multipurpose area
- ❖ Senior citizen area
- ❖ Children's play park
- ❖ Landscape garden with flower beds
- ❖ 24 X 7 security system with CCTV footage for gate
- ❖ Provision for solar water heating
- ❖ Energy saving lights for common areas
- ❖ Generator backup for lift and common areas
- ❖ Timer circuits for all common electrical points
- ❖ Power efficient automatic water plumbing system
- ❖ (WTP) Water Treatment Plant for drinking
- ❖ (STP) Sewage Water Treatment plant for drainage
- ❖ Rain water harvesting
- ❖ Fire fighting systems
- ❖ Internal driveways
- ❖ Two high speed automatic elevators

THE FOLLOWING AMENITIES SHALL BE READY & AVAILABLE TO THE UNIT PURCHASER/S UPON COMPLETION OF OXY GALAXY PHASE II TO BE CONSTRUCTED IN THE SAID GAT NO. 458

- ❖ Swimming pool
- ❖ Temple

Note: The amenities & Specifications mentioned in the Agreement may be changed or replaced in peculiar circumstances of non-availability of the materials and skilled persons and also may be changed due to revised layout.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and sealed on the day month and year first hereinabove written.

I) Signed, Sealed and Delivered
by within the Promoter

M/s. Venkatesh Estate
Through its Partners

1) Mr. Devidas Dnyanoba Kadam,
OR

2) Mr. Kiran Vasant Pawar,
OR

3) Mr. Sandeep Kondiba Satav,
OR

4) Mr. Sunil Dilip Deokar,
OR

5) Mr. Rahul Kondiba Satav,
OR

6) Mrs. Swati Santosh Dhekane,
OR

7) Mr. Jitendra Kanihalal Newaskar,
OR

8) Mr. Shantaram Rangnath Katake
(Any two out of 8 partners)
(Promoter / Builder for themselves & duly constituted
Power of Attorney Holder for Owners /Consenting Party)

II) Signed, Sealed and Delivered
by within the Purchaser/s

Mr._____

IN THE PRESENCE OF:-

- 1)

Signature

Name

Address

:

:

:
- 2)

Signature

Name

Address

:

:

:

ANNEXURE – I
RAUT – TAMBE ADVOCATES

Rajendra D. Raut

M. Com., D.B.M., LL.B.

Anil T. Tambe

B. Com., LL.B. DLL & LW

Office : Shree Towers, Office No. 3, Pune-Solapur Road, Hadapsar, Pune – 28,
Tel. : 26871210

Court : Table No. 63, Table Space Hall, Shivajinagar Court Compound, Pune 5

T I T L E - C E R T I F I C A T E

This is to certify that I have perused the documents of the properties more particularly described in the schedule here in under written and perused title deeds and in that in my opinion the title of owners **1) Mr. Dnyaneshwar alias Dyanoba Chandar Hargude** and **(2) Mr. Ganesh Pandurang Hargude** is clean, clear and marketable. The said owners by virtue of **Development Agreement dated 03/03/2014** has granted the Scheduled land for development purpose to **M/s. Venkatesh Estate (Promoters / Builders & Developers)**. The title of the owners to the said land is having clean & clear marketable title free from all encumbrances, charges and claims of whatsoever nature and **M/s. Venkatesh Estate** are having valid and subsisting development rights to develop and sale the units to the intending purchasers.

SCHEDULE

Description of the property referred to above:-

All that piece and parcel of land bearing **Gat No. 458 an area admeasuring 00 H 81.70 R** out of entire area 03 H 89 R +00 H 04 R i.e. total an area 03 H 93 R assessed at 03 Rs. 87 Paisa situated at Revenue Village & Grampanchayat **Kesnand**, Tal. Haveli Dist. Pune within the limits of Sub-registrar Haveli No. 1 to 27 & within the limits of Zilha Parishad Pune Taluka Panchayat Samiti Haveli, and bounded as follows:-

ON OR TOWARDS THE

East : By Kesnand Kolwadi Road

South : By remaining land out of same Gat Number

West : By land out of Gat No. 459

North : By remaining land out of same Gat Number

Pune

Date :

Sd/- X X X
RAUT-TAMBE ADVOCATES

ANNEXURE – II
7/12 extracts

ANNEXURE – III
Floor Plans

ANNEXURE – IV
N. A. Order & Commencement Certificate

ANNEXURE – V
DETAILS OF THE SAID ACCOMMODATION
(Description of FLAT)

- 1) Flat No. : _____
- 2) Floor No. : _____ **Floor**
- 3) In "**OXY GALAXY**" Building / Wing No. : "____"
- 4) Carpet Area about _____ Sq. Mtrs (i.e. ____ Sq. Ft) along with attached enclosed balcony about _____ Sq. Mtrs (i.e. ____ Sq. Ft.), dry balcony about _____ Sq. Mtrs (i.e. ____ Sq. Ft.). & terrace measuring about _____ Sq. Mtrs. (i.e. ____ Sq. Ft.).
- 5) One Car Parking being **CP No.** _____ as exclusive right to use.

DECLARATION

The Purchaser/s declare/s that he / she / they has / have read the agreement got translated the same and fully understood the contents of the agreement and there after same have been executed by all the parties and Purchaser / s has / have received the Original Stamp Copy of this Agreement.

The Purchaser / s further undertake / s to pay the following other charges.

- 1) 12 Months Maintenance & society formation charges : _____/-
- 2) Lawyers Fee for Agreement : _____/-
- 3) Other Government taxes including GST to be paid at the prevailing rate.

For M/s. Venkatesh Estate

Through Partner

Mr. Sunil Deokar

Mr._____

(Through its Promoter's/Builder's)

(Purchaser)

ANNEXURE – VI
DECLARATION
CONSENT LETTER OF PURCHASER/S

From:

Mr._____

(PAN No. _____)

Age: ____ Years, Occupation: _____

Residing at: _____

To:

M/s. Venkatesh Estate,

Add. : Add. Office No. 1 **on** First Floor

"PLATINUM CLASSIC" Building,

S. No. 50, Hissa No. 2, Plots Nos. 1+2+3

Kharadi, Tal. Haveli, Dist. Pune

Sub: Consent for changes in the building plan of the property bearing
Contiguous block of land Gat No. 458 Mouje - Kesnand, Taluka -
Haveli, Dist. – Pune.

Dear Sirs,

I/We have booked with you **Flat No.** _____ in **Wing “____”** of project
“OXY GALAXY” in the above referred scheme. I/We hereby give my/our
consent for making changes in the layout and building plan and to get the
revised or new plans sanctioned from Town planning/collector and other
proper authorities. I/We have assured you that I/We shall not revoke this
consent and challenge the revised or corrected plans or changes made in the
plans.

Thanking you

Yours faithfully,

MR._____