

AGREEMENT TO SALE

THIS AGREEMENT TO SALE IS MADE AND EXECUTED AT PUNE ON THIS ____ DAY OF JULY 2016.

BETWEEN

UNITED REALINFRA LLP

Limited Liability Partnership Firm,
Having its Office at
S. No. 73/2, Ozone, C-Wing,
Shop No. G-13, Sant Nagar,
Lohagaon, PUNE-411 047
PAN NO. AADFU8046R

Through its authorized signatories

1)Shri. HIRAMAN TUKARAM KHANDVE

Age 48 yrs, Occu-Business and Agriculturist
Residing at S.No.105, Santnagar, Lohagaon,
PUNE- 411 047
PAN NO. AQLPK0093Q

2)Shri. NIJANAND JAGANNATH KHAMKAR

Age 35 yrs, Occu-Business
Residing at flat No.302, Dhanlaxmi Vihar,
Dhanori Pune-411 015
PAN NO.AOAPK8384D

HEREINAFTER referred to as "**THE PROMOTR**" (which expression shall unless it be repugnant to the context or meaning thereof, shall mean and include his heirs, executors, administrators and assigns etc.) – PARTY OF THE FIRST PART

AND

HEREINAFTER called as "**THE PURCHASER**" (which expression shall unless it be repugnant to the context or meaning thereof, shall mean and include her heirs, executors, administrators and assigns etc.) – PARTY OF SECOND PART

WHEREAS,

- A. ALL THAT PIECE AND PARCEL of the land situated within the Registration, Sub-District, Taluka Haveli, Dist-Pune and within the limits of the Pune Metropolitan Regional Development Authority, Pune, Survey No. 298, Hissa No.3/2/2 and Survey No.298/4B (Part), Mouje Lohagaon, Tal-Haveli, Dist-Pune totally admeasuring area an area of 68.5-R i.e. 68,500 Sq. Mtrs. and more particularly described in First Schedule hereunder is owned by the Promoter herein;
- B. HEMANT MOTADO and H.T. KHANDVE ASSOCIATES, through its Proprietor HIRAMAN KHANDAVE sold area admeasuring about 0-H 48.50-R out of S. No. 298 Hissa No.3/2/2 and area of 00-H 20-R

out of S. No. 298 Hissa no.4B, respectively to United Realinfra LLP by sale deed dt. 3/1/2014. The said sale deed dt. 3/1/2014 is registered in the office of Sub-Registrar, Haveli No. 8, Pune in the Book No. I at Sr. No.101/2014. The names of United Realinfra LLP through its partners are entered in the Record of Right as owner by Mutation Entry No.40502.

- C. No Objection Certificate issued vide COL letter MoD No. Air/HQ/S 17726/4/ATS/ (PC-MDCCXLI) Dy. No. 342/F/D/ (Air-II) dt. 31st March 2015 by Government of India/Bharat Sarkar, Ministry of Defence/ Raksha Mantralaya, New Delhi.
- D. The Promoter herein has become full and exclusive right to develop the said property by constructing a multi storied building consisting of flats/shops therein and the Promoter herein has also full right, to sell the said flats/shops to intending purchasers and to enter in to Agreement/s and to receive amounts/price thereof;
- E. The layout of the building to be constructed on the said property admeasuring 5190 Sq. Mtrs. was prepared and the said layout plans were approved and sanctioned by the Pune Metropolitan Regional Development Authority, Pune vide No. PHA/Mouje Lohagaon/ S.No.298/3/2/2 (Part)/ PK1858 dt 27/10/2015. The permissions for the non agricultural use of the said land is obtained from the Collector vide order bearing No. PMRDA/NA/SR/61/2015 Dt. 1/3/2016.
- F. The Promoter has got the plans of Wing Nos.A and B to be constructed on the said property sanctioned from Pune Metropolitan Regional Development Authority, Pune, vide No. PHA/Mouje Lohagaon/ S.No.2983/2/2 (Part)/ PK1858 dt 27/10/2015.
- G. The flat purchaser demanded from the Promoter and the Promoter has given inspection to the flat purchaser of all the documents of the title relating to the said land, the Development Agreement, the plans, designs and specifications prepared by the Promoter's Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion, Construction, Sale, Management and Transfer) Act, 1963 (Hereinafter referred to as "THE SAID ACT" and rules made thereunder;
- H. The copy of certificate of title issued by the Advocate of the Promoter, copies of extract of property register card and the village Form VII and XII showing the nature of the title of owner/ Promoter to the said land on which the flats are constructed or are to be constructed and the copies of plans and specifications of the flat agreed to be purchased by the flat purchaser approved by the concerned local authority have been annexed hereto and marked as Annexure A, B, C and D respectively;
- I. As stated above, the Promoter has got approved from the concerned Local Authority the plans, specifications, elevations, sections and details of the said Wing _____
- J. While sanctioning the said plans concerned local authority/Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter and the flat Purchaser while developing and using the said land and the said building and upon

due observance, performance of which only the Completion and occupation Certificate in respect of the said buildings shall be granted by the concerned local authority.

- K. The flat purchaser offered to the Promoter for allotment of flat No. _____ on _____ floor of the Building No. _____ to be constructed in the said plot which is more particularly described in Annexure hereunder written and which for the sake of convenience is hereinafter referred to as "THE SAID FLAT"
- L. Relying upon said offer, and subject to whatever stated herein below the Promoter agreed to sell to the flat purchaser the said flat at the price and on the terms and conditions herein after appearing.
- M. Under Sec. 4 of the said Act, the Promoter is required to execute a written statement for the sale of said flat to the flat Purchaser being in fact these presents and the parties are required to register the said Agreement under Registration Act within four months from the date of execution hereof.

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

1. The Promoter herein has obtained the sanction of the Building plans in respect of the Buildings _____ which are under construction on the said land and the Promoter herein shall continue to construct and complete the construction of the said building on the said land in accordance with the plans, designs and specifications approved by the concerned authority which have been seen and approved by the flat purchaser subject to such alterations and modifications as the Promoter in its sole discretion may think fit and necessary or may be required by the concerned local authority/ Government to be made in them or any of them.
2. The flat purchaser hereby gives his irrevocable consent to the Promoter herein to carry out such alterations, modifications in the sanctioned plans of the said buildings as the in its 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, or Government for any officer of any local authority provided that the Promoter shall have to obtain prior consent in writing of the flat purchaser if such alterations and modifications adversely affect the construction of the said flat hereby agreed to be sold. The flat purchaser herein in shall have no right to withhold such permission without any reasonable cause and shall give such permission as and when required by the Promoter herein.
3. Relying on the flat Purchaser's representation and the assurances the Promoter has agreed to sell and the flat purchaser has agreed to purchase flat No. _____ on _____ floor which flat is more particularly delineated in the red colour boundary line in Annexure annexed hereto and hereinafter he aforesaid premises are referred to or called as "THE FLAT/ACCOMMODATION" at or for the total consideration of **Rs.** _____ including all expenses such as electricity connection, society formation, open space development, legal charges, clubhouse but excluding the expenses for stamp duty and registration fee, which shall be paid by the Flat Purchaser separately. The carpet area of the flat is taken as a total covered area of the flooring measured between wall to wall before plaster and shall include all rooms, toilets,

passages, balconies of the flat,, area of structural projections, cupboards etc. The nature, extent and description of the common areas and facilities are more particularly described in the Annexure-E written hereunder and the Promoter has agreed to provide the amenities in the said flat/ accommodation which are more particularly described in the Annexure-E written hereunder. The Promoter and the flat Purchaser agree not to question or challenge the said consideration the same having been settled on the basis of carpet area and on lump sum basis after considering all aspects and other terms of the agreement. If after completion of completion work area of the flat/unit hereby agreed to be sold is found more or less (exceeding 3%) than the above mentioned agreed area then parties shall pay to each other (as the case may be) consideration for such entire additional or reduction in area as agreed herein.

The flat purchaser herein shall pay the aforesaid amount along with the service tax and such other taxes, cesses, charges etc. along with each installment on due date or within seven days from the Promoter giving a written intimation to the flat Purchaser calling upon the flat purchaser to make the payment. Payment in time is the essence of the contract.

The flat purchaser has paid _____ by two cheque bearing No. _____ dt. _____-for Rs. _____ drawn on _____ The remaining amount of Rs. _____ will be paid as per payment Schedule by the Purchaser to the Developer.

The flat purchaser herein shall pay the aforesaid agreed consideration to the Promoter herein in the following manners:-

Sr. No.	Particulars of installments	Amount Rs.
1	On application 15%	
2	On completion of the plinth 10%	
3	On completion of 1 st slab 10%	
4	On completion of 2 nd slab 10%	
5	On completion of 3 rd slab 10%	
6	On completion of 4 th slab 10%	
7	On completion of 5 th slab 10%	
8	On completion of 6 th slab 10%	
9	On completion of 7 th slab 5%	
10	On completion of 8 th slab 5%	
11	At the time of possession 5%	
	TOTAL	

4. It is hereby agreed that subject to the terms of this Agreement the Promoter and the flat purchaser shall observe and perform and

comply with all the terms and conditions, stipulations, restrictions, if any which have been or which may be imposed by the local authorities at the time of sanctioning of the plans or any time thereafter or at the time of granting Completion Certificate. The Flat Purchaser shall not be entitled to claim possession of the said flat until the Purchaser pays all dues payable under this Agreement in respect of the said flat to the Promoter and has paid the necessary deposits, maintenance amount, deposit, service tax and other taxes and signed the possession documents, bonds, receipts, etc. After receipt of the Completion Certificate from the Pune Metropolitan Regional Development Authority, Pune, the certificate issued by the Structural Consultant shall cease to be valid and shall become ineffective in case of any addition or alteration to the building, any damage caused to the building for any reason whatsoever any overloading of the building, lack of maintenance by accident, any tampering with the geometrical sections of all the buildings by the purchaser Society, any event of force major, act of GOD, any natural calamity or manmade occurrences which could not have been envisaged while designing the building for which the building is not designed, any act that is determined to the building as a whole, failure to communicate to the concerned authority about deformities in time.

5. It is hereby declared that sanctioned plan have been shown to the Flat Purchaser and the Floor Space Index (FSI) available is shown in the said plans. Similarly the floor space index, if any, utilized as floating floor space index or in any manner, i.e. to say transfer from index, if any, utilized as floating or any other property used on the said land is also shown in the plans. In this agreement, the word FSI or floor Area Ratio shall have the same meaning as understood by the Planning Authority under its relevant building regulations or bye-laws. The Promoter shall be entitled to float FSI of the property in the present scheme to any other property and vice versa if so permitted by the concerned authority. The Promoter shall also be entitled to use the FSI of the internal roads, road widening, FSI etc. on the said building and or other buildings in the layout of the said project.
6. If due to present or future legal provisions, DC Rules or orders, it becomes necessary to provide accommodation/flat/housing area for allotment thereof to the economically weaker section or such group through or without intervention of MHADA or Government or Corporation or other institution at cost or for construction cost then the Promoter shall be entitled to revise the plans for providing the said accommodation and use of FSI given in lieu thereof. The flat purchaser has given consent for the same.
7. The Promoter has made full and true disclosure of the title of the said land as well as the encumbrance, if any, known to the Promoter. The Promoter has also disclosed to the flat purchaser nature of its right, title and interest or right to construct the building. The Promoter has also given inspection of all documents to the flat purchaser as required by law. The flat purchaser having acquainted himself with all the facts and right of the Promoter has entered into this Agreement. The flat purchaser hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter in respect of the said land and to enter into this Agreement. At any stage during the implementation of the scheme, the Promoter shall be at liberty to sell, assign or transfer or enter into joint venture/partnership or mortgage or

demerge or convert itself to another entity having different name or otherwise deal with its title and interest in the said land and building to be constructed without affecting the rights granted in favour of the Promoter in respect of the unit agreed to be purchased by him as per the terms of the Agreement. The Purchaser has hereby given his irrevocable consent therefor.

8. It is hereby agreed that the time for payment as specified above is the essence of the contract and on failure of the flat purchaser to pay the same on due date, it shall be deemed that the flat purchaser has committed breach of this Agreement and the Promoter shall be entitled to take such action as it is entitled to take in case of breach of this Agreement and also to terminate this Agreement.
9. Without prejudice to the right of the Promoter to take action for reach arising out of delay in payment of the installments on the due date, the flat purchaser shall be bound and liable to pay interest @ 18% p.a. with quarterly rests on all the amounts which become due and payable by the flat purchaser to the Promoter till the date of actual payment provided that tender of the principal amount and interest or tender of the interest and expenses thereof, shall not itself be considered as waiver of the right of the Promoter under this Agreement nor shall it be construed as condonation of the delay by the Promoter. The amount of interest shall be informed to the flat purchaser on completion of the said flat.
10. On the flat purchaser's committing default in payment on the due date of any amount due and payable by the flat purchaser to the Promoter under this Agreement (including his proportionate share of taxes levied by the concerned local authority and other outgoings) and on the flat 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.

10.ii. **PROVIDED ALWAYS** that power of termination herein before contained shall not be exercised by the Promoter, unless and until the Promoter shall have given to the flat purchaser 15 days prior notice in writing of its intention to terminate the agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement default shall have been made by the flat purchaser in remedying such breach or breaches within a notice period (15 days) after giving of such notice. The agreement shall stand terminated at the elapse of the notice period if purchaser fails to remedy the breach within the notice period. It is hereby made specifically clear that in the above event for termination execution and registration of the deed of cancellation will not be necessary. However, the Promoter shall not be liable to repay the amount received unless and until the purchaser confirms the termination by execution and registration of the confirmation deed of termination.

iii. **PROVIDED FURTHER THAT** upon termination of this Agreement as aforesaid, the Promoter shall refund to the flat purchaser the installments of sale prices of the flat which may till then have been paid by the Purchaser to the Promoter but the Promoter shall not be liable to pay to the flat purchaser an interest on the amount so refunded and upon termination of this Agreement and refund or aforesaid amount by the Promoter, the Promoter shall be at liberty to dispose of and sell the flat to

such person and at such price as the Promoter may in his absolute discretion think fit.

iv. if in case of breach of the terms of the Agreement on the part of the Purchaser the Promoter suffers any loss or damages arising from or as a result of the breach then the Promoter shall be entitled to the said damages and in case the termination of the Agreement of the agreement by the Promoter due to the breach committed by the purchaser, the Promoter shall be entitled to get itself reimbursed from the amount repayable to the purchaser. In case of termination of the Agreement, the said damages shall be less than Rs.50,000/-.

v. The Promoter at its option and discretion, without terminating the agreement, shall be entitled for specific performance thereof and to recover the amount due with interest thereon and in addition the Promoter shall also be entitled to damages and losses suffered because of the delay in payment of the balance consideration. In the above event, the Promoter has opted not to terminate the agreement, the Promoter shall not be liable to refund the amount. Also the Promoter may exercise the option either to terminate or not terminate the agreement at any time after default and especially when the Promoter receives concrete offer for resale of the flat so that after termination the Promoter will be able to execute the agreement with the new purchaser.

11. The Purchaser is aware that depending upon various promises and assurances given by the flat purchaser, the Promoter has incurred and shall incur the expenditure and will make commitments to the third parties and therefore, in the event of cancellation of the Agreement by the purchaser for any reason whatsoever, the Promoter in addition and without prejudice to the other remedies and rights and towards reimbursement and damages, shall suffer great loss and hardship and work may be affected. Therefore, in the event of this Agreement being terminated by the purchaser for any reason whatsoever, the Promoter shall be entitled to retain, withhold and forfeit a minimum amount of Rs.50,000/- from and out of the amount so far then paid by the flat purchaser to the Promoter and the Promoter shall be liable to repay only the balance amount, if any, from the amount received by the Promoter on release of the said flat. In this case, reduction in price of the flat will be considered as damages/loss of the Promoter in addition to other loss and expenses. Thus in case of termination of this Agreement for any reason, taxes such as VAT etc. already paid/reimbursed shall not be refunded by the Promoter to the flat purchaser.

12. The specifications of the flat and the fixtures and the amenities to be provided by the Promoter to the said flat or to the building are described in Annexure-E annexed hereto. The flat purchaser also agrees not to make any demand to change the existing plans. The flat purchaser shall not demand any changes in the plan for the flat annexed herewith. The Promoter shall not refund any amount for deleting any item or specifications and amenities on request of the flat purchaser.

13. The Promoter herein shall give the possession of the said flat to the purchaser tentatively on or before 28 months with a grace period of six months and on payment of all dues payable by the purchaser to the Promoter if any, in pursuance of these presents, and on the purchaser fulfilling his part of the Agreement. If the Promoter fails to neglects to hand over the possession by the aforesaid date or within the period mentioned under Section 8 of Maharashtra Ownership Flats Act, 1963, then the Promoter at its

discretion and option, shall be liable on demand to either (a) refund to the flat purchaser the amount already received by the Promoter in respect of the said flat with simple interest at 12% p.a. from the date the Promoter received the said sum till the date and amount and interest are paid and such amount shall be repaid at the time the purchaser executing and registering the deed of cancellation or (b) continue the agreement and pay by way of damages for delay sum of Rs.5,000/- per month for the period of the delay in construction work.

PROVIDED THAT the Promoter shall be entitled to reasonable extension of time for giving delivery of the flat on the aforesaid date, if the completion of the building in which the flat is to be situated is delayed on account of :-

- i. Non-availability of the steel, cement, other building material, water or electric supply.
 - ii. War, civil commotion or act of the GOD.
 - iii. Any notice, order, rule, notification of the Govt. and/or the public or competent authority.
 - iv. Changes in any rules, regulations, and bye-laws of various statutory bodies and authorities from time to time then affecting the development and the project.
 - v. Delay in grant of any sanction of the plan, NOC/ permission/license connection/installation of any services such as lifts, electricity and water connection and meters to the Scheme flat road, NOC of completion certificate from appropriate authority.
 - vi. Delay or default in payment of dues by the Flat Purchaser these presents (without prejudice to the right of Promoter to terminate this Agreement under Clause 9 above).
 - vii. Pendency of any litigation.
 - viii. Any act beyond the control of the Promoter.
 - ix. Non availability of adequate labour for any reason.
 - x. Force majeure.
14. If within a period of one year from the date of obtaining Completion Certificate of delivery of possession (whichever is earlier) from the Pune Metropolitan Regional Development Authority, Pune, the Flat Purchaser brings to the notice of the Promoter any defect in the flat or the building in which the flats are situated or the material used thereon or any unauthorized changes in the construction of the said building then wherever possible such defects or unauthorized changes shall be rectified by the Promoter at its own costs. The word defect herein above stated shall mean only the manufacturing defects caused on account of willful neglect of the promoter itself and shall not mean defects caused by normal wear and tear, negligent use of the premises by the Flat Purchaser, abnormal fluctuations in the temperatures, abnormal heavy rains, and/or any modification or alteration done inside the flat etc. PROVIDED HOWEVER, that it is agreed that the prescribed liability period under the Act shall be deemed to have commenced from the date of obtaining the Completion Certificate or from the date on which the Promoter has given the necessary intimation under this clauses, whichever is earlier, provided further that the Flat Purchaser shall not carry out any alterations of whatsoever nature in the said flat or in the fittings therein, in particular it is hereby agreed that the Flat Purchaser shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erections in the bathroom as this may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

Further the Flat Purchaser shall be liable of paying damages, if any to purchaser owner user of the flat below.

15. The Flat Purchaser shall not damage take support of any RCC members like RCC slabs or make changes therein or affect the same in any manner without taking specific permission in writing from the Promoter.
16. The Flat Purchaser shall use the said flat/accommodation or any part thereof or permit the same to be used only for the purpose permitted by the local authority. He/she shall use the covered/open parking space only for the purpose of keeping or parking the Flat Purchaser's own vehicle and in manner not inconvenience to other unit holders. The Flat Purchaser is well aware that car parking area and its location may change as per technical requirements and Flat Purchaser shall not object for the same. The Flat Purchaser shall object the overhead pipelines, cables running through the parking used by him/her and shall not take objection in future for the maintenance of the said lines/cables.
17. The Flat Purchaser along with other the Purchaser of flats etc. in the building shall join in forming and registering the Association of Apartment owners or a Limited Company to be known by such name as the Flat Purchaser may decide and for this purpose 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 registration of the Association of Apartment Owners and duly or Limited Company and for becoming member, including the bye-laws of the proposed Association of Apartment owners duly fill in, sign and return to the Promoter within 15 days of the same being forwarded by the Promoter to the Flat Purchaser, so as to enable the Promoter to register the organization of the Flat Purchaser under Sec. 10 of the said Act within the time prescribed by Rule 8 of the Maharashtra Apartment Flats (Regulation of Promotion of Construction, sale, Management and Transfer) Rules, 1963. No objection shall be taken by the Flat Purchaser if any changes or modifications are in the draft bye laws or the Memorandum and/or Articles of Association as may be required by the Competent Authority as the case may be.
18. Unless prevented by circumstances beyond the control of the promoter, it is otherwise agreed by and between the parties hereto that Society will be formed and registered and property will be conveyed to the Society within one year from and after (I) completion of construction of the building in the entire scheme and utilization of entire FSI permissible to be utilized on the said plot as per the Development Control Rules (whether previously got sanctioned or not) (ii) sale of all units in the scheme, (iii) acceptance of the draft of sale deed by the parties concerned (i.e. by owner/promoter and society) by their mutual consent and (iv) after payment of all the dues, amounts and considerations including stamp duty etc. by all the members of the society (whichever is later) such conveyance shall be subject to the exclusive, limited common etc. rights of the units holders and commitments of Promoters. The Promoters shall be entitled to amend/frame bye laws, rules etc. of the society as per the terms of this Agreement and also with a view to maintain decorum, beautification of the building, open ground and common amenities.

19. It is hereby agreed that the promoter has exclusive right of allotment of different terraces or portions in the building to one or more person/s of their choice, for their exclusive use. It is hereby agreed that the areas mentioned in sub Para (A) of the Second Schedule shall be the common areas and facilities and the Promoters shall be entitled to declare all other areas and facilities in such manner as the Promoters thinks fit. Though the car park/scooter parking areas shall be of all the flat owners or their organization, it is the necessity and requirement of the flat purchasers that various parking spaces be got, specified for use among them to have orderly and disciplined use and to avoid confusion, disputes and differences among them. With this view, the promoter on the request of the flat purchaser herein is keeping a register/record of such designations/selections of parking to be done by the flat purchaser among themselves which selections are to be got confirmed by all the flat purchasers from the Society formed by them. The Promoter has not taken any consideration for such selection. It is specifically agreed by the Purchaser herein that the above work is being done by the Promoters ex-gracias on the request of the purchasers and the same is not to be deemed as allotment by the Promoter and that if for any reason it be held that such selection/designation of parking by the purchasers of the flats among themselves is not proper then the purchasers (including flat purchaser shall be entitled to use entire parking area in common with other and the flat purchaser herein shall not be entitled to ask for refund of any amount or for compensation as price herein agreed is only for the flat stack parking is provided in the car parks. The purchasers are selecting their respective car parks as mentioned in this Agreement. The purchasers shall maintain the car parking including stack parking therein selected by him/her at his/her own costs.
20. Commencing a week after notice in writing is given by the Promoter to the Flat Purchaser that the flat is ready for use and occupation, the Flat Purchaser shall be liable to pay and bear the proportionate share (i.e. in proportionate to the floor areas of the flat) of outgoings in respect of the said land and building/s namely local taxes, betterment charges or such other levies by the concerned Local Authority and/or Government water charges, insurance, common lights repairs and salaries of the clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Association of Apartment owners/Limited Company is found and the said land and building/s transferred to it, the flat Purchaser shall pay the promoter such proportionate share of outgoings as may be determined. The flat Purchaser further agrees that till the flat Purchaser's share is so determined the flat Purchaser shall pay to the Promoter the provisional monthly contribution of Rs. 200/- per month towards the outgoings. The amount so paid by the flat Purchaser to the promoter until a conveyance is executed in favour of the Association of Apartment Owners/Limited Company as aforesaid subject to the provisions of Sec. 6 of the said Act on such conveyance being executed, the aforesaid deposits (less deductions provided for this agreement) shall be paid over by the Promoter to Association of Apartment Owners/Limited Company as the case may be. The flat Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on 5th day of each and every month in advance 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, generators, inverters/ batteries (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. At the end of one year from the date of delivery of possession of the Flat, the Purchaser shall be entitled to re-evaluate the amount specified above and period required to maintain the facilities and if necessary to demand additional amounts towards the same for said year and even for one or more additional years. the purchaser herein shall pay amount of Rs. 25,000/-towards sinking fund to the promoter. This shall be hand over by the Promoter to the society after conveyance deed. Here in promoter shall not be liable to pay any interest on this sinking fund.

21.i) The Promoter at its discretion and option shall be entitled to enter into agreement 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 the Society. The Flat Purchaser and the society shall be bound by the said contract. During the continuance of the scheme, the maintenance charges paid by the Flat 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 as similar charges are not collected from the other flat unsold units. The Flat Purchaser herein agree to above fact and hence agree that he will not demand account therefor till the entire scheme is complete and maintenance is handed over to the Society.

ii. The monthly/yearly contribution towards maintenance mentioned above does not include charges towards supply of water. Water will be provided by the promoter from various sources viz. bore well, tankers, gram panchayat/corporation etc. and hence promoter shall calculate the costs that is being or will be incurred by the promoter from time to time and divide the same prorata on each building in the scheme and thus on each flat and the same will be billed and collected in advance. The collection may be on half yearly or yearly basis.

iii. It is made clear that presently period of 4 to 6 months is required for obtaining Completion Certificate from the Corporation after completion of the development and the building and filing of the application. For the said reason, the promoter shall obtain certificate of the Architect about the building work having been completed and on the request of the Flat Purchaser he promoter shall deliver possession of the flat for the purpose of interior works, pooja etc. the Flat Purchaser shall be liable to pay maintenance charges from the date of delivery of such possession.

iv. if the Flat Purchaser fails to pay the maintenance or water supply charges then the promoter shall be entitled to disconnect or stop the supply to the flat/unit until the charges are paid.

21.B.REIMBURSEMENT FOR EXPENSES OF INTERIOR WORKS:

In addition to the above the Flat Purchaser shall be liable to pay to the promoter costs that may be incurred by the Promoter on account of Flat Purchaser's user of common amenities such as water, electricity, etc. for interior works. In security thereof the Flat Purchaser shall pay to the promoter Rs.10,000/- which will repaid after completion of the interior works by the Flat Promoter after deducting therefrom costs suffered by the Promoter or penalty levied for misbehavior or improper use. Quantum of such

costs shall be calculated by the Promoter on ad-hoc basis. The Flat Purchaser shall ensure that the workers carrying out the interior works behave properly and do not cause nuisance to the promoter and others and act as per the rules that may be stipulated by the promoter for the purpose e.g. the material shall be kept in the parking of which use is specified by the Flat Purchaser for himself. If any worker misbehaves and continue to misbehave after warning, the promoter shall be entitled to stop his entry in the property.

22. Before delivery of possession of the flat, the Flat Purchaser shall pay to the promoter the Flat Purchaser's share of stamp duty and the registration charges payable, if any, and payable by the said society on the conveyance or any document in respect of the said land and the buildings etc. to be executed in favour of the society after adjustment of the stamp duty paid on this Agreement.
23. The Flat Purchaser is/are hereby prohibited from raising any objection to the matter of allotment or sale of accommodation/flat etc. by the promoter on the ground of nuisance, annoyance or inconvenience for any profession, trade, business etc. that has been or will be permitted by law or by local authority in the concerned locality.
24. That the flat Purchaser or himself themselves with intention to bring all persons into whosoever hands the flat may come doth hereby covenant with the Promoter as follows for the said flat and also for the building in which the said flat is situated:-
 - a. To maintain the flat at the flat Purchaser's own costs in good tenable repair and condition from the date of possession of the said flat is taken and shall not do or suffered to be done anything in or to the building in which the said flat is situated, staircase or any passage which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the building in which the flat is situated.
 - b. Not to store in the flat any goods which are of hazardous nature or are so heavy as to damage the construction or structure of the building in which the flat 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 whose upper floors which may damage or likely to damage the staircase.
 - c. To carry out at his own costs all internal repairs to the said flat and maintain the flat in the same condition, state and order in which it was delivered by the promoter to the flat Purchaser and shall not do or suffer to be done anything in or to the building in which the flat is situated or the flat which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority, and in the event of the flat Purchaser committing any act in contravention of the above provision, the flat Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
 - d. Not to demolish or cause to be demolished the flat or any part thereof nor at any time make or cause to be made any additions or alterations whatsoever nature in or to the said flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the flat is situated and shall keep the portions, sewers, drains, pipes in the flat and appurtenances thereto in good tenable repairs and conditions and in particular so as to support shelter and protect the other parts of the building in

which the flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or other structural members of the flat without the prior written permission of the promoter and/or the society or the limited company.

- e. Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the flat is situated or any other part thereof or whereby any insurance 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 flat in the compound or any portion of the land and building in which the flat is situated.
- g. Pay to the Promoter within seven days on demand from the Promoter his/her share of security deposits demanded by the concerned local authority or the Government for giving water, electricity or any other service connection to the building in which the said flat is situated.
- h. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned authority and/or Govt. on account of change of user of the flat by the flat Purchaser viz. user for any purpose other than for residential purpose.
- i. That the flat Purchaser/s until conveyance shall not let, sub-let, transfer, assign or part with the flat Purchaser interest or benefit factor of this agreement or part with possession of the flat until all the dues payable by the flat Purchaser to the promoter under this agreement are fully paid up and only if the flat Purchaser had not been guilty of breach of any of the terms and conditions of this agreement and until the flat Purchaser has intimated in writing to the promoter. The Flat Purchaser shall ensure and shall always be liable to ensure that miscreants will not be permitted use of the flat/unit and that peace and grandeur will be preserved. The Flat Purchaser keeps the promoter harmless and indemnified regarding the same.
- j. The flat Purchaser shall observe and perform all the rules and regulations which the Association of Apartment owners or the limited Company may adopt at its inception may be made from time to time for protection and maintenance of the said building and flats therein. The flat Purchaser shall also observe and perform all the stipulations and condition said down by the Association of Apartment owners or the Limited Company regarding the occupation and use of the flat in the building and shall pay the contribution regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- k. Till the conveyance of building in which the flat is situated is execute, the flat Purchaser shall permit the promoter and their surveyors, agent and others at all reasonable times to enter into and upon the said land and building or any part thereof to view and examine the state and condition thereof.
- l. Not to obstruct the development work for any reason and in any way.
- m. In the event of the Promoter carrying out any work or additions and/or alterations as per instructions of the Flat Purchaser he keeps 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 by the Flat Purchaser at his own costs and risk.
- n. If the Flat Purchaser shall desire to fit grills to the balconies and/or windows then he/she shall do so only after completion of the entire project and obtaining written consent of the promoter and

- at his/her own costs and responsibility and only as per the designs and specifications approved by the promoter.
- o. The Flat Purchaser shall not dry or hand clothes in the balconies.
 - p. If the unit allotted is a non residential unit then the Flat Purchaser shall use the same only for agreed/ sanctioned/ permitted purpose and shall not change the use without prior written permission of the Promoter or society as the case may be.
 - q. Till a separate electric meter or a water meter is installed. Allotted by the Maharashtra State Electricity Distribution Company Ltd./ Pune Metropolitan Regional Development Authority, Pune, the Flat 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 the flat.
 - r. If after delivery of possession of said unit, the promoter or society is required to carry out repairs including for stopping leakages of water in the toilet, then the Flat Purchaser herein shall permit the promoter or the society as the case may be to carry out such repairs without delay and shall give required help therefor. If such leakage is due to alterations made by the Flat Purchaser or due to negligence of the Flat Purchaser then the Flat Purchaser shall be liable to carry out the said repairs and pay costs therefor.
 - s. The Flat Purchaser shall keep the façade and outer surface of the building in the same condition and maintain the same to the extent of his/her unit. Flat Purchaser shall not do or cause to be done or abstain from doing any act which will affect the beauty, grandeur and peace of the building. The Flat Purchaser shall not cause any nuisance to other purchasers and occupiers and the promoter in any manner whatsoever.
 - t. The promoter advises the Flat Purchaser not to visit the site during the period of construction work for various purposes including safety. The Flat Purchaser and/or any person on his/her behalf shall not be entitled to enter the site of construction for any purpose without the prior permission of the PROMOTER. The Promoter may allow the Flat Purchaser and his/her immediate family visit of the Flat Purchased by him/her on one day in a month and on restricted basis in the presence of his/her representatives for checking the progress of the work of his flat. The Flat Purchaser and her family will arrange for their own gear viz. helmet and boots and visits the construction site at their own risk. The Promoter shall not be responsible for any accident or injury. Also if due to action or non action of the visitor any harm be caused to the site or to the men of the Promoter or any other person then Flat Purchaser shall be responsible for the same. The Promoter reserves his right to prohibit the Flat Purchaser or any person from visiting the site or his/her flat for any reason including safety, nuisance etc. and decision of the Promoter shall be final.
 - u. The Flat Purchaser shall not use elevator for transportation of material to be taken for the purpose of any work by the Flat Purchaser or his workers appointed.
 - v. The Flat Purchaser shall not erect dish or other antennae outside the flat building which shall be erected only on the roof of the building in the place designated for the same by the Promoter. If the Flat Purchaser fails to act as above, or breaches any term, the Promoter shall be entitled to terminate this Agreement.
25. 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 of the said plot and building or any part thereof. The flat Purchaser shall have no claim save and except in respect of the flat hereby agreed to be sold to him all the open spaces, lobbies,

staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the said land and the building is transferred to the Association of Apartment owners herein before mentioned. Significant risks and rewards of ownership and effective control of flat/unit shall be deemed to have been transferred on delivery of possession though ownership and flat/unit and effective control of scheme shall remain with the Promoter. It is hereby made clear that the Promoter is or will be constructing the flat or buildings or developing the land as owner and at its own costs and not for and on behalf of or as agent of the Flat Purchaser and has not agreed to transfer any goods involved in the works contract. By this agreement, the Promoter has agreed to convey in future and future immovable property.

26. 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 flat Purchaser by the promoter shall not be construed as waiver on the part of the promoter or any breach of non-compliance of terms of this Agreement by the flat Purchaser nor shall the same in any manner prejudice to right of the promoter.
27. That the agreed cost of the flat is quoted on the basis of the costs of building material and labour charges prevailing on the date of agreement of the flat. In case of increment in the prices thereof, the Promoter shall be entitled to the proportionately increase the price of the flat.
28. The original of this Agreement is given to the flat. The Flat 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 these presents, at the proper registration office for registration within four months from the date of execution of this Agreement and on intimation thereof by the Flat Purchaser, the Promoter will attend such office and admit execution thereof. The Promoter shall not be responsible if the Flat Purchaser fails to register the agreement as referred above.
29. All the notices to be served on the Flat Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchaser by registered post A.D. at his/her address specified in the title of this agreement or at the address intimated in writing by the Flat Purchaser after execution of the Agreement,
30. 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 Maharashtra Co-Operative Societies Act, 1960 and the rules made there under.
31. The Promoter has not undertaken any responsibility nor has he agreed anything with the Flat Purchaser orally or otherwise and there is no implied agreement or covenant on the part of the Promoter and the owner/s other than the terms and conditions expressly provided under this Agreement.
32. The Promoter shall bear legal charges, share money, charges for formation and registration of society, Maharashtra State Electricity Distribution Company Ltd. meter deposit. The transformer charges, if any, common meter installation charges, infrastructure

charges and misc. expenses etc. No amount for the said items is being taken by the Promoter from the Flat Purchaser and hence account thereof cannot be and will not maintained and given.

33. The Flat/unit Purchaser hereby irrevocable empower the Promoter and anyone of its partners as Power of Attorney holder of Flat Purchaser to execute any document, letter etc. thereby permitting the Promoter to utilize balance or additional FSI and for the said purpose of receive the layout and building plans from time to time, to avail of any benefits, to obtain FSI for open space and get the building plan for open space sanctioned to give consent for mortgage of the said land by the Promoter, to give consent to the draft of sale deed and to register the above documents, to permit allotment/sale of terraces and generally to do all acts, deeds and things by signature or otherwise for carrying out the said scheme at the discretion of the Promoter.
34. If any time in future the Society, flats/units purchasers decide to redevelop the said property or part thereof or to use then sanctionable unconsumed FSI potential or part thereof then the Promoter herein and all persons claiming through it shall have the first right of refusal, right of first purchase/ development or right of preemption (as the case may be) and the said right shall run with land and shall be heritable and transferrable in the hands of the Promoter.
35. The Flat Purchaser/s is/are aware that corporation may not be able to supply adequate drinking water throughout the year. In case until the conveyance, the Promoter shall help the Flat Purchaser and their organization for providing required quantity of water by purchasing the same from the market as per availability. All costs therefor shall be borne by the Flat Purchasers and their organization and the 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.
36. The Flat Purchaser hereby agrees that any amount by way of permit to the Corporation or to the State and/or Central Government or betterment charges or service tax or development tax or educational cess or value added tax or any other tax or payment of the similar nature becoming payable by the Promoter either before or after delivery of possession of the flat the same shall be paid in advance to the Promoter, as and when charged and demanded by the Promoter. The Promoter may collect the said amounts along with each installment of the consideration. If the Flat Purchaser fails to pay the amount within fifteen days from demand then the Flat/Unit Purchaser shall be liable to pay interest thereon at 20% p.a. until payment. Also in the said event there shall be charge of the amount due on the said flat/unit and income therefrom and until payment of the said dues, the Promoter shall not be entitled to assign, sell or transfer the said flat/units in any manner. Without prejudice to above the Promoter shall be entitled to terminate this Agreement for the reason of default in payment of the above amounts. It is understood that interest shall not cover the damages/losses that will be suffered by the Promoter due to non payment. Therefore, the Flat Purchaser shall be further liable to pay the damages and losses that will be suffered by the Promoter due to non-payment and the Flat Purchaser shall keep the Promoter harmless and indemnified therefrom. In case of dispute regarding above, the same shall be referred to the single arbitrator to be appointed by the Promoter. The Arbitrator shall

dispense with oral evidence, give only one date for hearing both parties which will be informed to the parties on the address given below (as deemed as valid communication) and the Arbitrator shall give award maximum within 30 days from accepting the appointment. The award given as above shall be final and binding on both the parties.

37. Any tax levied by the Government, Competent Authority or any other authority/ies on the purchase, development of the said property and/or sale of the flats etc. and/or any of the incidents of this transaction including sales tax, service tax, value added tax VAT tax on transfer of property in goods involved in works contracts, etc. then the Flat Purchaser shall be liable to pay such taxes even before or after the possession of the said flat to the Promoter, when it is demanded by the Govt. Competent Authority etc. The Promoter shall not be liable to pay the same. Until such payment there shall be the charge on the said flat and the Flat Purchaser shall not be entitled to sell or transfer the same in any way. The Flat Purchaser shall keep the Promoter indemnified from all such liabilities. The Flat Purchaser has/have hereby agreed to execute separate indemnity bonds for this purpose before taking possession of the said flat.
38. The Flat Purchaser shall make all the payments to the Promoter by demand draft only or by local cheques. The Flat Purchaser makes the payment by outstating cheques then the date of payment shall be treated as and when the same is certified to the account of the Promoter and to the extent the said amount is credited by deducting the commission of the bank. If payment is to be made by electronic transfer then the same shall be made only after obtaining prior written consent of the Promoter for each payment. Also unless Promoter gives receipt of such electronic payment the same shall not be deemed as received.
39. Provided that the Promoter does not in any way affect or prejudice the right hereby granted in favour of the Flat 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 scheme or under this Agreement or in the said building hereinafter to be constructed thereon.
40. After the possession of the 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 Government or Pune Metropolitan Regional Development Authority, Pune, or any statutory authority, the same shall be carried out by the Flat Purchaser in co-operation with the purchasers of the other flats in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.
41. The Flat Purchaser hereby gives his consent and has no objection for use of the remaining unit wholly or in part for office and/or any commercial purpose as may be permitted by the Promoter. The Promoter shall also be entitled to erect hoardings on the plot and/or buildings and to sell or let the same and to receive the income thereof and the property will be conveyed subject to the said right of the Promoter.
42. The price of the flat hereby agreed is on the basis of the carpet area of the 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/amenities provided. After delivery of possession the Flat Purchaser shall not be entitled to make any complaint therefor and all the rights regarding the same shall be deemed to have been waived.

43. The Flat Purchaser has hereby irrevocably authorized the Promoter to prepare the layout and the building plans of the said land and to submit the same to the requisite authorities and obtain their sanction, to receive the plans and for the said purpose to sign all plans, applications, statements, consents etc. without any manner making the Flat Purchaser liable for any costs.
44. In case of any dispute between the Promoter and Flat Purchaser regarding any of the terms of this agreement (excluding those mentioned in service tax clause herein above) then such dispute shall be referred to the Arbitration of the single Arbitrator to be appointed by the Promoter whose decision shall be final and binding on the parties.
45. **IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO** that the terrace space in front of or adjacent to the terrace flats in the said building including terrace above the canopy, if any, shall belong exclusively to the Promoter or respective Flat Purchaser or the terrace flat/units if so allotted by the Promoter and such terrace spaces are intended for the exclusive use of the respective terrace flat purchaser. The said terrace shall not be enclosed by the Flat/Unit Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter or the Society as the case may be. The Promoter shall have the right to construct flats/units etc. on the terraces of the existing building and utilize the FSI obtained for road widening/internal roads or any other TDR obtained by the Promoter.
46. **IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT** the terrace space above the said building, if constructed by the Promoter at their discretion shall not be a common area but shall belong exclusively to the Promoter or to the purchasers of the units to whom the same will be allotted by the Promoter as per Promoter's discretion and the said terrace spaces is intended for the exclusive use of the Promoter or the said unit purchasers. The said terrace shall not be used for making any garden, storing of any goods or material, water tanks, or any other load on the terrace. The said terrace shall not be enclosed by the said unit purchasers till the permission in writing is obtained from the concerned local authority and the Promoter or the Society as the case may be. The Promoter or his assignees shall have the right to construct flats/units etc. on the said terraces towards FSI of road widening area, FSI of internal roads or any other FSI.
47. The Promoter may allow display of the advertisement and/or hoarding sites/neon signs or may allow erection of antenna or towers for cables/satellite television, wireless, paging, mobile, cellular services on the building and derive appropriate income there from in their own rights. The Promoter shall be entitled to erect hoardings on the property and/or said building and to sell or let/lease the same and to receive income thereof and the property will be conveyed subject to the said rights of the Promoter.

48. All the Flat Purchasers in the said scheme (who have till this day booked the flats/units in the said scheme) have among themselves for the sake of orderly use and avoidance of disputes in future by their own volition selected car/scooter/ cycle parks among themselves on first come first serve basis and among themselves agreed that they shall get the said allotments confirmed from the society which will be formed by them and the same shall form part of the said deed/s. they have among themselves agreed that the said selection shall be final, irrevocable and binding amongst all of them and said rights shall be perpetual and run with their respective flats/units and shall be heritable and transferrable along with respective flats/units and shall not be separated from the flats/units. Accordingly, the Purchaser has selected for himself/herself/themselves open/covered car park as stated in Annexure-D hereto and the Purchaser agrees that the Promoter has not done the said allotments and has not taken any consideration therefor and the Promoter has given its consent for the same subject to the terms of this Agreement. The Flat Purchaser further agrees that in case of disputes among themselves regarding selection of the car parks amongst themselves, the same shall be referred to the sole arbitration of the Promoter whose decision shall be final and binding on all.
49. It is specifically agreed between the parties hereto that even if before completion of the entire scheme or sale of all units should the society be registered/formed, then for the unsold premises/ apartments/units the Promoter herein shall not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head.
50. The name of the project and the building shall be UNITED ARISE and this name shall not be changed without the written consent of the Promoter. The name of the Society shall also be decided by the Promoter at its discretion.
51. The Flat Purchaser consents and authorizes the Promoter to utilize and take connection from water electricity, sewage or drainage lines and other conveniences in the said building/project as and when they require to do so for carrying out further development and construction.
52. It is hereby made clear that furniture layout, colour scheme, elevation treatment, trees, garden, lawns, etc. shown on the pamphlet and literature are shown only for advertisement and the same are not agreed to be provided by the Promoter unless specifically mentioned and agreed in this agreement. The balconies as shown in the sanctioned plans or pamphlet may be either kept as balconies or may be enclosed at the discretion of the Promoter.
53. If any amount due and payable by the Flat Purchaser remains unpaid then the Promoter at its discretion and without prejudice to the other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Flat Purchaser or from any amount payable to the Flat Purchaser and adjust the account accordingly and in case till there are dues from the Flat Purchaser make demand accordingly.
54. Any exclusive use allotted by the Promoter shall be subject to the right of the society and its agents of use of the same for the

specific purpose and to the extent necessary of maintenance and repairs of the common amenities such as drainage, water and electrical lines etc. All areas, etc. which are not allowed for exclusive use to any other persons shall remain for the exclusive use of the Promoter and the Flat Purchaser herein shall not object to the same nor obstruct the Promoter from allowing the exclusive use to any other person/s.

55. The Promoter at its discretion shall be entitled to amalgamate the said plot described in the First Schedule hereunder written with the adjoining plots/ land and to jointly carry out the scheme and in the said event from time to time change/prepare the layout, change the locations of the buildings and open spaces if any, and internal roads, if any, and get them sanctioned from the proper authorities and to do all such other acts as may be required by the Promoter or legal provisions applicable therefor. The Flat Purchaser has given the consent for the same and if required give such consent in future.
56. If a portion of the said property adjoining the existing road or otherwise is or will be reserved for the purpose of road widening or D.P. road then the corporation may pay the compensation therefor in terms of additional FSI in respect of the said portion under the road widening to be utilized in the remaining portion of the property or in any other property by floating the FSI. In such an event and as and when such FSI is granted, the Promoter shall be entitled to use the same and additional built up area in the said property either by way of construction of new building or extension of the buildings which are presently permitted or in any other property as per the discretion of the Promoter. The Flat Purchaser has hereby given his irrevocable consent therefor and the Promoter shall be entitled to revise the plans, get the same from the Pune Metropolitan Regional Development Authority, Pune, and construct the additional units permitted by the Pune Metropolitan Regional Development Authority, Pune, and to allot/sell them to the various persons. The Flat Purchaser shall have no objection for the said new allottees to be admitted as members of the society. If the Pune Metropolitan Regional Development Authority, Pune, refused to permit the FSI in respect of the area under road widening then the Promoter alone shall be entitled to the compensation in respect thereof.
57. The Promoter shall be entitled to use the present unutilized and/or additional built up area/FSI in respect of the said property in any other property by floating the same and/or in the same property as and when the same is permitted either by way of construction or new building or extension of the building which are presently permitted. Likewise the Promoter shall be entitled to use FSI pertaining other property in this property as and when permitted by the Pune Metropolitan Regional Development Authority, Pune. The Flat Purchaser has hereby given his irrevocable consent therefor and the Promoter shall be entitled to receive the plans, get them sanctioned from the Pune Metropolitan Regional Development Authority, Pune, and construct the additional units permitted by the Pune Metropolitan Regional Development Authority, Pune, and to allot/sell them to various persons. The Flat Purchaser shall have no objection for the said new allottees to be admitted as members of the society. The society shall get a new transferees admitted as its members. Notwithstanding anything contained in this agreement to the contrary the Promoter shall be entitled to utilize any balance and/or additional FSI as stated in

above paras on any open space and/or on the terrace above the buildings either prior to or after completion of the buildings and even after conveyance of the property. The Promoter shall also be entitled to transfer or assign the said right to any other person. The property shall be conveyed subject to the said right.

58. The Flat Purchaser hereby irrevocably authorize the Promoter to represent him before the concerned authorities in all matters regarding the property tax, assessment and reassessment before the concerned authorities and the decision taken by the Promoter in this regard shall be binding on the Flat Purchaser. The Promoter may till the execution of the final conveyance represent the Purchaser to do all the necessary things/acts in all the departments of the Pune Metropolitan Regional Development Authority, Pune, Collectorate, Road, Water, Building Tax assessment, Government and Semi Govt. departments, M.S.E.D.C.L. official etc. and the same shall stand ratified and confirmed by the Purchasers herein.
59. The Promoter herein may be constructing building on the said land in phases and the Purchasers herein undertake not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner. The Purchaser hereby gives his irrevocable consent for revision/amendment of the buildings/layout or elevation plans even by shifting the locations of the building, open spaces, internal roads, position of dust bins, transformer plinths, pumping stations etc. adding new buildings and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter.
60. It is specifically agreed between the parties that even if the society or all the unit holders is formed and registered and conveyance completed the Promoter shall and will not be liable or required to pay any transfer fees, entrance fees or charges under any head and also shall and will not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any heads towards the share in common expenses in respect of unsold flats. Also the allottees of such units shall be liable to pay the maintenance from the date of allotment and deliver of possession.
61. The Promoter may develop the open space and construct Club House or other such facility, the said open space and club house shall be a common facility and the Promoter is not seeking any separate contribution for development and construction of the said facilities. However, on completion of the said facilities and the same being made available to the Flat Purchaser he shall be liable to pay contribution of charges of maintenance thereof as may be decided and levied by the Promoter until the said facilities are handed over to the organization and thereafter as may be decided and levied by such organization.
62. It is hereby made clear that the Promoter shall be entitled to use the marginal open spaces as an access for another buildings, land and allow such access to any other person and the Flat Purchaser herein or the organization in which he will become a members shall not be entitled to object the said use by the Promoter or its nominees or assignees and the flat or the property shall be conveyed subject to the said right of the Promoter and this term is the essence of this Agreement.

63. As the Promoter will be applying to the concerned authorities for giving separate water connections for the building and electricity meter and connections for the flat of the Purchasers if there is a delay in obtaining the water and electricity connections from the concerned Departments, then in that case the Promoter may provide electrical connection/water supply through any other temporary arrangements due to which if there is improper supply of water/electricity 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. The Promoter shall be entitled to deduct any dues of such proportion or entire charges payable by the Purchaser for the above from the maintenance deposit agrees for which the Purchaser hereby gives his consent.
64. The Promoter shall be entitled to transfer or give by way of sale, allotment, lease, license, hire-purchase, franchise or on any other basis various spaces like Display Unit, Show cases, counter, advertisement space or any other space in the common areas and facilities such as foyer, atrium etc. or in the other parts of the building to various persons and to receive income there from. The Purchaser shall not be entitled to raise any objection therefor. The Flat Purchaser agrees that the Promoter has entered into this Agreement relying on the above assurances of the Flat Purchaser. In case the unit purchaser raises any objection, then the same will be treated as breach of the contract and the Promoter shall be entitled to terminate this agreement at its option and discretion.
65. It is hereby made clear that the organization of all the Flat Purchaser/unit holders for the said scheme shall be Co-Operative Housing Society to be formed and registered under the provisions of Maharashtra Co-Operative Societies Act, 1960.
66. The Promoter may at its direction and option to form Society separately of each building/wing or jointly of all the buildings in the said property. In the event of separate or more than one society being formed the Promoter may decide to form a separate Organization/ Federation of such societies for the management of the common areas and facilities common between the Societies. The decision taken by the Promoter shall be final and binding on the Societies.
67. An deduction of an amount made by the purchasers on account of Tax Deducted at source (TDS) as may be required under the law for the time being in force while making any payment to the Promoter under this Agreement shall be deemed to have been paid by the purchasers and received by the Promoter and acknowledged/credited by the Promoter, only upon purchasers submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with the Income Tax Department. Such certificate shall be given by the Flat Purchaser after end of every financial year on or before 30th April regarding the payments made during the said previous financial year or before delivery of possession. Noncompliance of the terms of this clause shall be treated as nonpayment or default on the part of the Flat Purchaser and Promoter at its direction shall be entitled to exercise its rights accordingly including charging of interest as charged by the income Tax Department etc. PROVIDED FURTHER that in case the purchasers fail to produce such

certificate within the stipulated period of four months, the Promoter shall be entitled to appropriate the said deposit against the receivable from the purchasers.

68.The consideration of the said flat/accommodation as agreed between the Promoter and the Flat Purchaser herein is as per the prevailing market rate in the subject locality which is the true and fair market value of the said flat/ accommodation. The agreement is executed by the parties hereto under the Maharashtra Ownership Flats Act 1963 and stamp duty for this transaction is payable as per the Bombay Stamps Act, 1968 Schedule 1 Article 25 (b). The Flat Purchaser herein has paid the stamp duty of **Rs._____** along with appropriate registration fees herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the conveyance, which is to be executed by the Promoter herein in the name of the Society in which the Flat Purchaser will be the member in respect of the said flat/accommodation. If additional stamp duty is required to be paid at the time of conveyance the same shall be paid by the Flat Purchaser.

FIRST SCHEDULE

A. **ALL THAT PIECE AND PARCEL** of land bearing S. No. 298, Hissa No. 3/2/2 admeasuring area about 00-H 48.50-R i.e. 4850 Sq. Mtrs. situated at village Lohagaon, Tal-Haveli, Dist-Pune within the limits of Pune Metropolitan Regional Development Authority, Pune, and bounded as under:-

On or towards East	Land of Shri. Babu Gopal Khandve
On or towards South	S. No. 284
On or towards West	Land of Nyati Builders
On or towards North	land of Vista Echohome Pvt. Ltd. and Land of Kaluram Babu Khandve.

B. **ALL THAT PIECE AND PARCEL** of land bearing S. No. 298, Hissa No. 4B admeasuring area about 00-H 20-R i.e. 2000 Sq. Mtrs. situated at village Lohagaon, Tal-Haveli, Dist-Pune within the limits of Pune Metropolitan Regional Development Authority, Pune, and bounded as under:-

On or towards East	S.No.297
On or towards South	S. No. 284
On or towards West	S.No.298/3/2/2 (Part)
On or towards North	Part S.No. 298/4B

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PRESCRIBED THEIR RESPECTIVE HANDS ON THE DATE AND YEAR WRITTEN HEREIN ABOVE AT PUNE.

Signature	Thumb Impression	Photograph
1)Shri. HIRAMAN TUKARAM KHANDVE		
2)Shri. NIJANAND JAGANNATH KHAMKAR THE PROMOTER		

THE PURCHASER		

WITNESSES:-

1.Signature:-

Name:-

Address:-

2. Signature:-

Name:-

Address:-

ANNEXURE-D

FLAT NO. _____ admeasuring carpet area of _____ -
Sq.Ft. **i.e.** _____ **Sq. Mtrs.** situated on the _____ floor in
_____ Building in the project styled as UNITED ARISE being constructed
upon the plot described in First Schedule above along with terrace
adjoining flat No. _____ admeasuring _____ **Sq. Ft. i.e.**
_____ **Sq. Mtrs.** The said flat is more particularly shown in the plan
hereto annexed in Red colour boundary line. The areas mentioned above
are approximately as per para No. 48 above the purchaser has selected
for herself single covered car parking as per arrangement between the
flat holders.

ANNEXURE-E

SPECIFICATIONS

STRUCTURE

- 1.RCC Frame Structure with 6" thick walls.
- 2.Lift for each building with back up.

DOORS AND WINDOWS:-

- 1.All Doors and door frames with good quality fittings
- 2.Main door and bedroom doors with laminates
- 3.Toilet doors with laminate and marble doorframes
- 4.Sliding door for all attached terraces.
- 5. Powder coated aluminum sliding windows with mosquito net and marble sill.
- 6.Oil painted MS safety grills for windows.
- 7.Main door with night latch.
- 8.Bed room doors and toilet doors with cylindrical lock.

ELECTRICAL AND WIRING:-

- 1.Concealed copper wiring with premium quality modular switches.
- 2.TV and Telephone in living and master room.
- 3.A/C Point in Master room.
- 4.Provisino for Inverter
- 5.Miniature leakage circuit breaker (MCB)/Earth Leakage Circuit Breaker (ECB)

WALL FINISHES AND PAINTS:-

- 1.External walls, Eco Friendly bricks/blocks with sand faced plaster with Apex/Ace Paints.

2.Internal Plaster: Gypsum/POP smooth finish/neeru sanla plaster and oil bound distemper with roller finish.

KITCHEN:-

- 1.Granite kitchen platform with stainless steel sink and glazed tiles dado up to 2' height.
- 2.Light points for microwave/mixer grinder on the platform.
- 3.Provisin for Aqua Guard (Water purifier) and exhaust fan point.

TOILETS:-

- 1.Designer toilet with antiskid ceramic flooring
- 2.Cera/Jaguar or equivalent CP fitting with good quality designer sanitary ware.
- 3.Wall tiles up to 7' height
- 4.poweder coated aluminum louvers with frosted glass and provision for exhaust fan.
- 5.Concealed plumbing with hot and cold water arrangement.
- 6.marble/granite window sill for all windows and toilets.

FLOOEING:-

- 1.Virtified tiles for entire flat.
- 2.Anti-Skid Tiles for terraces and toilets.

CONVENIENCE AND COMFORT:-

- 1.Adequate electric points.
- 2.Antirust letter boxes and name plates.

AMENITIES:-

- 1.Walking/Jogging Track
- 2.Childrens' Play Area with Toddlers park and Sandpit
- 3.Senior Citizen's Sit-Out Corners
- 4.Designer Clubhouse With Gymnasium/Carom/yoga/ Mediation Space.
5. Party Lawns
6. Waiting area for school children near Entrance Gate
(Pick up and Drop Point Area)
- 7.Attractive Entrance Gate and Security Cabin.
- 8.Ample Covered and open car parking
- 9.internal Concrete/Tar/Paved Roads
- 10.C.C. T.V. for common areas.

OTHER AMENITIES

- 1.Fire Fighting System
- 2.Rain Water Harvesting
- 3.Solar Water System
- 4.Vermiculure Plants.

ANNEXURE A**GIRISH RAGHUNATH SHINDE**

B.A.LL.M.(Advocate)

Resi. Plot No.1, Ganeshmala, Sinhagad Road, Pune-411 030

Cell No. 9822596465

Office Chamber No.B/14 District Court Campus, Pune-411005

DATE 5/6/2014

TITLE CERTIFICATE

This is to certify that I have investigated the title to the property which is more particularly described in the Schedule hereunder and certify, that in my opinion the title of UNITED REALINFRA LLP, to the property described in the Schedule hereunder given is clean, clear, marketable and free from encumbrance, charges and/or claim and as detailed and the property is without any encumbrance of whatever stated in my title opinion of the even date given to United Real Infra LLP.

SCHEDULE

A. ALL THAT PIECE AND PARCEL of land bearing S. No. 298, Hissa No. 3/2/2 admeasuring area about 00-H 48.50-R i.e. 4850 Sq. Mtrs. situated at village Lohagaon, Tal-Haveli, Dist-Pune within the limits of Pune Metropolitan Regional Development Authority, Pune, and bounded as under:-

On or towards East Land of Shri. Babu Gopal Khandve

On or towards South S. No. 284

On or towards West Land of Nyati Builders

On or towards North land of Vista Echohome Pvt. Ltd. and
Land of Kaluram Babu Khandve.

B. ALL THAT PIECE AND PARCEL of land bearing S. No. 298, Hissa No. 4B admeasuring area about 00-H 20-R i.e. 2000 Sq. Mtrs. situated at village Lohagaon, Tal-Haveli, Dist-Pune within the limits of Pune Metropolitan Regional Development Authority, Pune, and bounded as under:-

On or towards East S.No.297

On or towards South S. No. 284

On or towards West S.No.298/3/2/2 (Part)

On or towards North Part S.No. 298/4B

(G.R. SHINDE)

Advocate