

AGREEMENT TO SALE

Project Name : Namrata Gloria

Wing/Building Number :

Floor Number :

Flat Number :

Agreed Price :

Survey Number :

Village : Ravet

Postal Code :

Rera Reg. Number :

Plan Sanction No. : BP/Layput/67/Ravet, date - 19/12/2014

Date Of Possession : 31/12/2017

Annexure – A : Title Certificate

Annexure – B : Specifications & Amenities Of Building

Annexure - C : Commencement Certificate

Annexure – D : Floor Plan Of Flat

Annexure – E : 7/12 Extract

Annexure – F : Rera Certificate

**THIS AGREEMENT MADE AND EXECUTED ON THIS DAY OF ..., 2017
AT PUNE.**

BETWEEN

M/S. Namrata Construction,
A Registered Partnership Firm
having its office at Survey No. 126/2,
Avdoot Bungalow, Mohannagar,
Chinchwad, Pune 411019.
PAN NO. AAFFN3677B
Through its Partner & POA Holder

Mr. Ravindra Dhondiba Namde
Age – 44 yrs, Occ – Business,
R/At – Mohan Nagar, Chinchwad,
Pune – 411019.

Hereinafter called as “**THE PROMOTER/ DEVELOPER / BUILDER**” (Which expression shall unless be repugnant to the context or meaning thereof shall means & includes its present & future partners, executors, administrators, legal representatives, assigns of the first part)**THE PARTY OF THE FIRST PART**

AND

1. Mr.

Age – Years, Occupation –
PAN No.

2. Mrs.

Age – Years, Occupation –
PAN No.

Residing At –
.

Hereinafter called as “**PURCHASER/S**” (which expression shall unless be repugnant to the context or meaning thereof shall means & includes his / her heirs, executors, administrators, legal representatives, assigns of the first part)**THE PARTY OF THE SECOND PART**

AND

Mr. Ramchandra Mahadu Bhondve & Others
Age – 65 years, Occ – Agriculture,
All R/At –Bhondve Vasti, Ravet, Pune.

Hereinafter called as “**CONSENTING PARTY**” (which expression shall unless be repugnant to the context or meaning thereof shall means & includes his / her heirs, executors, administrators, legal representatives, assigns of the first part)

Through their Power Of Attorney Holder

M/s. Namrata Construction,

Through Its Partner

Mr. Ravindra Dhondiba Namde

Age – 44 yrs, Occ – Business,

R/At – Mohan Nagar, Chinchwad,

Pune – 411019.

WHEREAS all that piece and parcel of the land bearing S. No. 76 Hissa No. 2 area 00 Hecter 73 R out of total area 01 Hecter 97 R situated at village Ravet, Tal. Haveli, Dist. Pune was originally owned by Mr. Mahadu Genu Bhondve who was expired on 05/05/1998. Mr. Mahadu Genu Bhondve had executed the will on 20/04/1994. By the said will Mr. Mahadu Genu Bhondve bequeathed the said property to his sons 1. Mr. Ramchandra Mahadu Bhondve, 2. Mr. Dattatry Mahadu Bhondve and 3. Mr. Balkrushna Mahadu Bhondve. The name of 1. Mr. Ramchandra Mahadu Bhondve, 2. Mr. Dattatry Mahadu Bhondve and 3. Mr. Balkrushna Mahadu Bhondve recorded as owner by producing the probate on record and their names entered as owner by the mutation entry no. 6232.

AND WHEREAS the said owner of property 1. Mr. Ramchandra Mahadu Bhondve, 2. Mr. Dattatry Mahadu Bhondve and 3. Mr. Balkrushna Mahadu Bhondve has assigned the development rights to M/s. Namrata Construction, A Registered partnership firm by Development Agreement dt. 02/07/2010 which is registered in the office of Sub Registrar Haveli No. 17 at serial no. 7936/2010 and executed Power Of Attorney in favour of M/s. Namrata Construction on the same day registered at sr. no. 7937/2010 in the office of Sub Registrar Haveli No.17.

AND WHEREAS M/s. Namrata Construction have acquired the rights to develop the said property more particularly described in the Schedule and started the development of the said land. The land owner has assigned all the rights to develop the said land mentioned in schedule I and construct the residential building thereon and to sell the flats as per the choice of developer/promoter and accept the purchase price on behalf of him. The promoter hereby bind himself that he has right to accept the agreed price of this flat from the purchaser. That on the basis of assurance of the Promoter, the purchaser hereby agreed to pay agreed sale price of the said flat to the Promoter as per terms and conditions of these agreement the terms and conditions regarding consideration of Development Agreement executed between Promoter and owner will not affect these agreement.

AND WHEREAS the Promoter alone has the sole and exclusive right to construct and allot / sell flats in the building/s to be constructed or being constructed on the said land and to enter into agreements with the Purchaser/s of the flats and to receive the sale price thereof.

AND WHEREAS The Promoter has got approved from the Pimpri Chinchwad Municipal Corporation the concerned local authority the plans, building permission, the specifications, elevations; section & details of the said building by Sanction Plan No. BP/ Layout/Ravet/67/2014, on 19/12/2014. That the P.C.M.C. authorities have issued the Commencement Certificate on 19/12/2014 in respect of the said property.

AND WHEREAS the promoter/developer herein started the construction of the buildings on the said land as per the sanctioned plan and the said total project is known as “**NAMRATA GLORIA**”; (herein after referred as the ‘**said project**’) consisting of building/floors/units as tabled herein below;

Total Potential Of Project

Wing/Building	Occupation Type	Proposed number of floors	Total proposed number of units in the Building/Wing	Phase
A	Residential	11	86 Flats	Single
B	Residential	11	64 Flats	Single
C	Residential	11	64Flats	Single
D	Residential	06	24 Flats	Single

Till Date Sanctioned Details

Wing/Building	Occupation Type	Proposed number of floors	Total proposed number of units in the Building/Wing	Phase
A	Residential	11	86 Flats	Single
B	Residential	09	52 Flats	Single
C	Residential	Stilt	00 Flats	Single
D	Residential	06	24 Flats	Single

That as on today the Pimpri Chinchwad Municipal Corporation has issued sanctioned Plan upto ... Floor consisting of ... flats.
(Herein after referred to as the “**said building/s**” for the sake of brevity).

AND WHEREAS the Real Estate Regulatory Authority, Pune has granted registration of the project proposed on the said land. Vide registration No..... dated authenticated copy of the said registration is attached to this agreement at Annexure-F.

AND WHEREAS that while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter and the Flat Purchaser/s while developing and using the said land and the said building,

and upon due observance, performance then only the completion and occupation certificates in respect of the said building shall be granted by the concerned local authority.

AND WHEREAS the Promoter herein has appointed Solespace as their Architects, having License No CA/92/14807 and Ajit Gijare and Associates having License No. PMC License no .126, as their Structural Consultants and accepted the professional supervision of Architects and the Structural Consultants till the completion of the buildings but the Promoter herein has reserved the right to change such Architects and Structural Consultants before the completion of the buildings if Promoter so decide.

AND WHEREAS the Promoter has raised funds by way of Indenture of Mortgage (which is duly stamped, executed and registered at Haveli No. 17 at Serial No./201.. on from Nagar Urban Co-operative Bank Ltd. Branch Chinchwad, Pune, and has mortgaged the said land and structures thereon with Nagar Urban Co-operative Bank Ltd. The Promoter shall however ensure to obtain No Objection Certificate (N.O.C.) from such lenders in their standard format with respect to the Said Apartment. Moreover, the Promoter hereby informs that the Promoter may raise further loans in future from various lenders and shall obtain NOC from any such future lender as and when necessary.

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 plan/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; The copy of the certificate of title issued by the Advocate of the Promoter, showing the nature of the title of the Consenting Party to the said land on which the flats are constructed or are to be constructed marked annexure "A" and the common areas and specifications & amenities of the flat marked annexure "B" and the floor plan of the said flat approved by the concerned local authority marked annexure "D" and Rera Certificate marked annexure "F" respectively..

AND WHEREAS that on the request of the Promoter, the Purchaser/s has carried out independent necessary search by appointing his / her / their own Advocate regarding the title and the nature of the said land. The Purchaser/s has / have satisfied himself / herself / themselves in respect of the marketable title of the Promoter in respect of the said land and thereafter have agreed to purchase flat more particularly described in the Schedule "II" (herein referred to as "the SAID FLAT") That the Purchaser/s has read and understood all the terms and conditions of the Development Agreement between the Promoter and Land owner. Also The Purchaser/s has read and understood all the contents of the indemnity bonds/undertakings etc given by the promoter to the Collector/ Corporation or any other Authority, and terms and conditions mentioned in Commencement Certificate, N. A. Order and Completion Certificate (If any) and Purchaser/s agrees that this agreement is subject to the said terms and also binding on him / her/ them. The Promoter have applied N.A. order for construction on the property mentioned in schedule I from the Collector of Pune

and The Collector of Pune has passed the N.A. Order bearing no. PCMC/सन्तद/SR/16/2015 DT. 24/08/2015.

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

AND WHEREAS the Promoter has decided to form an Association of Apartments/Society of all flat Purchasers of the buildings/project.

AND WHEREAS the Flat Purchasers herein being desirous of purchasing a flat, applied to the Promoter for allotment of **Flat No. on the floor, in " Wing**, in the project known as "**NAMRATA GLORIA**" to be constructed on the said land.

AND WHEREAS relying on the Purchasers representations and assurances and subject to the terms and conditions mentioned in this agreement, the Promoter herein has agreed to sell and the Purchaser/s herein agreed to purchase the said **Flat No. Admeasuring carpet area about sq. meters i.e. sq. ft. alongwith adjoining terrace of sq. meters i.e. sq. ft. on the floor** subject to fluctuation of both areas not more than three to four percent on Ninth Floor, in "**Wing**", in the project known as "**NAMRATA GLORIA**" which flat is more particularly described Schedule II, at or for mutually concluded and agreed lump sum consideration of **Rs. /- (Rupees Only)** excluding expenses for stamp duty, registration fees, service tax, Vat, GST (if applicable) or any other taxes levied which shall be paid by Purchaser/s separately. The sale of the said flat is on the basis of carpet area only. The Purchaser/s is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately three to four percent. The Purchaser/s consents for the same and is aware that the consideration being lump sum will not change. The Purchaser/s agrees not to question or challenge the said consideration. The same having been settled on lump sum basis after considering all aspects and other terms of the agreement. Further, the Purchaser/s is given the right of use of Parking and allotment is made exgracias for beneficial enjoyment of the same. The Purchaser/s further agrees that he will not challenge any allotment of any parking space made by the promoter to any other Purchaser/s. The area of Parking has been allotted for the convenience purposes and to avoid the dispute between the flat Purchaser/s and same does not have any co-relation with the price of the flat.

AND WHEREAS under section 4 of the said Act, the Promoter is required to execute a written agreement for sale of the said flat to the Flat Purchaser/s 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 thereof.

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

1. The recitals mentioned herein above shall form part of this agreement and shall be binding upon the parties.

2. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:

The Promoter has made full and true disclosure of the title of the said land as well as the encumbrances, if any, known to the Promoter. The Promoter has also disclosed to the Purchaser/s nature of his right, title and interest and right to construct and sell building/s on the said land. The Promoter has also given inspection of all documents to the Purchaser/s. The Purchaser/s has carried out the search and investigated the title by appointing his own Advocate in regards to title, interest, building plan, NA order etc of the said land. The Purchaser/s having acquainted and satisfied himself/herself/themselves with all the facts and nature of right of the Promoter and has/have entered into this Agreement. The Purchaser/s herein after shall not be entitled to challenge or question the title of the owner and the right of the Promoter 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 mortgage or otherwise deal with its title and interest in the said land and buildings to be constructed without affecting the rights granted in favour of the Purchaser/s in respect of the unit agreed to be purchased by him as per the terms of the Agreements. Purchaser/s has hereby given his irrevocable consent thereof.

3. NAME OF THE PROJECT:

The name of the Project shall be '**NAMRATA GLORIA**'.

4. SANCTIONS:

The Promoter has got sanctioned the layout and building plans of the said project from Pimpri Chinchwad Municipal Corporation and obtained NA permission from The Collector, Pune.

5. ALTERATION AND MODIFICATION OF SANCTIONED LAYOUT & BUILDING PLANS:

The Promoter herein shall construct the said building/s in the project on the said land in accordance with the plans, designs and specifications approved by the concerned local authority, which have been seen and agreed by the Purchaser. The Purchaser hereby agrees and give his / her / their irrevocable consent to the Promoter herein to carry out such, alterations, modifications in the sanctioned layout/ building plans, as the Promoter in his sole discretion thinks fit and proper and / or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, competent authority or Government or any officer of any local authority provided that the Promoter shall have to inform in writing to the Purchaser if such alterations and modifications adversely affect the carpet area of the said flat of the Purchaser. The Promoter has made the Purchaser/s aware and the Purchaser/s hereby gives explicit no objection and irrevocable consent to the Promoter to prepare the new/ revised layout and building plans even by shifting the locations of the building/s, open space, internal roads, position of dust bins, transformer plinths, plumbing stations etc. by adding new floors/building/s etc of the said land and to submit the same to the requisite authorities and obtain their sanctions 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, and for the said purposes to sign all plans, without in any manner making the Purchaser/s liable for any costs and affecting his/her interest. The Promoter

herein may be constructing the building/s on the said land in phases and the Purchaser/s herein undertakes not to raise any objection on any ground whatsoever & shall not obstruct the construction in any manner.

6. CONSIDERATION:

Relying on the Purchaser/s representations and the assurances, the Promoter herein has agreed to sell and the Purchaser/s/s herein agreed to purchase **Flat No. Admeasuring carpet area about sq. meters i.e. sq. ft. alongwith adjoining terrace of sq. meters i.e. sq. ft. on the h floor in “ Wing** in the project ‘**NAMRATA GLORIA**’ which flat is more particularly described in Schedule II, at or for total consideration **Rs. Only**) including the price for proportionate share in the said land and excluding all expenses for stamp duty and registration fees, service tax, VAT (Value Added Tax) or any other taxes levied, which shall be paid by Purchaser/s separately. The sale of the said flat is on the basis of the carpet area only. The Purchaser/s is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately three to four percent. The Purchaser/s consents for the same and is aware that the consideration being lump sum will not change. The nature, extent and description of the common areas and facilities and the Promoter has agreed to provide specifications and amenities in the said flat which are more particularly described in the Annexure “B” hereto.

The Promoter shall bear the expenses of the following:

- i) The legal, consultant’s fee, typing and incidental expenses of this agreement (excluding stamp duty, registration fees and expenses, excluding service tax, GST and other taxes levied).
- ii) The charges and expenses for formation of association of apartment owners.
- iii) The MSEDCL meter deposit, transformer charges (if any), common meter installation charges.

7. PAYMENT INSTALLMENTS:

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

Stage	Amount in %	Amount
At the time of booking	20%	Rs. /-
On commencement of Plinth	10%	Rs. /-
On commencement of the 1 st Slab	10%	Rs. /-
On commencement of the 3 rd Slab	10%	Rs. /-
On commencement of the 5 th Slab	10%	Rs. /-
On commencement of the 7 th Slab	10%	Rs. /-

On commencement of the 9 th Slab	10%	Rs. /-
On commencement of 11 th slab	5%	Rs. /-
On commencement of brick work & plastering	4%	Rs. /-
On commencement of flooring of the concerned floor	4%	Rs. /-
On commencement of electrification & Plumbing of the concerned floor	4%	Rs. /-
At the Time of Possession	3%	Rs. /-
TOTAL CONSIDERATION	100%	Rs. /-

The promoter developer herein informed to the purchaser/s that aforesaid payment has to be made by the purchaser/s by cheque/demand draft, issued / drawn in the name of **"M/S. NAMRATA CONSTRUCTION"**; **Current Account No. 044412600000175** payable at Nagar Urban Co-op Bank Ltd Pune, Branch Chinchwad (IFSC: NUCB0000144).

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

It is hereby agreed that the time for payment as specified above is the essence of this agreement and on failure of the Purchaser/s to pay the same on due dates, it shall be deemed that the Purchaser/s has committed breach of this agreement and the Promoter shall be entitled to take such action as they are entitled to take in case of breach/default of this agreement, including termination of this agreement. Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due date, the Purchaser/s shall be bound and liable to pay interest @ 24% per annum with quarterly rests on all amounts which become due and payable by the

Purchaser/s to the Promoter till the date of actual payment. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall be construed as condonation by Promoter on such delay. The amount of interest shall be calculated after completion of the said flat and the Purchaser/s has agreed to pay the same before possession of the said flat.

8. TAXES AND OTHER LEVIES :

If at any time, after execution of this agreement the Central Government / State Government / Local authority / Revenue Authority / any other authority / any court / Judicial authority / quasi judicial authority by way of any Statute / rule / regulation / notification / order / judgment / executive power etc. levies any tax/duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund / betterment tax/ sales tax / transfer tax / turnover tax / works contract tax / service tax, VAT, GST penalties etc. and put in force or shall be in force prospectively or retrospectively, in respect of the said flat or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter then reimbursed) by the Purchaser/s. The Purchaser/s hereby indemnifies the Promoter from all such levies, cost and consequences. The parties hereto understand that there is some obscurity relating to the payment of Service Tax / Value Added Tax (VAT), GST related to the transaction in this agreement. It is, however, agreed that the liability and responsibility to pay such Service Tax /VAT, GST penalties and interest thereon etc., shall solely be on the Purchaser/s. The Promoter shall not be liable and / or responsible for payment thereof. In the event, however if the Promoter is constrained to pay any such amount, the Purchaser/s shall be liable to reimburse the same to the Promoter together with penalty (if any) and interest from the date of payment by the Promoter. It is agreed that the Promoter shall have the right to claim such amount along with other claims of compensation/losses/burden undergone/undertaken by him. It is further agreed that there shall always be a charge / lien on the said flat in favour of the Promoter against the amount payable by the Purchaser/s to the Promoter towards the Service Tax / VAT/GST and / or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction.

9. TERMINATION OF AGREEMENT:

On the Purchaser/s committing default in payment on the due dates, of any of the installments or any other amounts due and payable of the Purchaser/s committing breach of any terms and conditions of this agreement, the Promoter shall in its sole discretion be entitled to terminate this Agreement. Provided always that the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter has given to the Purchaser/s fifteen days prior notice in writing of the Promoter's intention to terminate this agreement and of the breach or breaches of the terms and conditions in respect whereof it is intended to terminate this agreement and default shall have been made by the Purchaser/s in remedying such breach or beaches within fifteen days after such notice. After a period of fifteen days from the date of this notice, if even part of the dues remains unpaid, the agreement

shall be terminated. The Purchaser/s has irrevocably agreed to the same, provided further that upon termination of this Agreement, the Promoter shall refund the balance, if any, to the Purchaser/s the installments of the consideration which the Purchaser/s might have till then paid to the Promoter, but without any interest and only after deducting three percent of the total agreed consideration towards administration and other expenses etc. The balance amount, if any, shall be paid by the promoter to the Purchaser/s after resale of the said flat in the manner of receipt of consideration from new Purchaser/s and on such condition the promoter shall be entitled to resale the said flat and/or dispose of or otherwise alienate the same in any other manner as the Promoter in its sole discretion thinks fit. The Purchaser/s agrees to the same. The Purchaser/s shall have no claim except for repayment of the amount payable as mentioned above. The Purchaser/s hereby agrees that in that event all of his/her/their rights in the said flat stand extinguished. No separate cancellation deed, its execution and registration will be required. The Purchaser/s is also made aware that depending upon various promises and assurances given by the Purchaser/s, the promoter has incurred and shall incur the expenditure and will make commitments to the third parties. In event of cancellation of the agreements by the Purchaser/s for any reason whatsoever, the promoter in addition and without prejudice to other remedies and rights and towards reimbursements and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this agreement being cancelled by the Purchaser/s for any reason whatsoever, the promoter shall be entitled to retain, withhold and forfeit a minimum amount of three percent of the total agreed consideration, from and out of the amount until then paid by the Purchaser/s to the promoter and then the promoter shall be liable to repay only the balance amount (if any) from the amount received by the promoter on resale of the said flat. In this case reduction in price of the flat will be considered as damages/loss of the promoter in addition to the loss and expenses.

10. COVENANT TO SALE:

The said unit is agreed to be sold, subject to:-

- a)** Any scheme or reservation affecting the said land or any part or parts thereof made or to be made by any Authority concerned including the terms, stipulations and conditions contained in the Agreement/s relating to the said land.
- b)** Its present use as residential /commercial or other permissible uses.
- c)** Any relevant and necessary covenants as may be stipulated by the Promoter for more beneficial and optimum use and enjoyment of the said land (i.e. the said land together with the building thereon) in general and for the benefit of any or any part thereof including the absolute use and utilization as herein stated as to construct and sale for the benefit of any enhanced FSI / FAR or to absorb, consume the TDR rights acquired on any portion/s of the said land.
- d)** All rights of water, drainage, water course, light and other easements and/or quasi easements and rights of adjoining land Owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, pathways, passages, sewers, drains, gutters, fences and other like matters. The Promoter

shall not be required to show the creation of or define or apportion any burden, hereof.

e) All the terms and conditions ensuring the benefit of the said person/s as contained in the Agreement/s made between them and / or the Promoter, that is the said Order/s passed under the Ceiling Act, Order of layout and / or subdivision relating to the said land, Order of conversion, any other orders relating to the said land and all terms and conditions stipulated by the Promoter in respect of the common areas and facilities and amenities to be provided for the benefits of the said land.

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

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

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

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

j) 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 detrimental to the building as a whole.

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

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

m) It is hereby made clear that the furniture layout, colour scheme, specifications, amenities and facilities, elevation treatment, trees, garden, lawns, etc. shown in the pamphlets, brochures, literature, films, hoardings, websites, and other promotional media are shown only for the sake of advertisement and the same are not binding on the Promoter to provide unless specifically mentioned and agreed in this agreement and subject to his right/s and discretion to make changes in the same. The balconies as shown in the sanctioned plan may be enclosed at the promoter's discretion.

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

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

11. RESTRICTIONS ON PURCHASER/S:

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

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

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

c) The Construction of chimneys, hanging telephone and telex wires, electric connection, fax, printer, computer devices which requires external wiring cables, lines, dish antennas will not be permitted except in the form prescribed by the Promoter and his/her Architect in writing .

d) The installation of any grills or any doors shall only be as per the form prescribed and Promoter's Architect.

e) The Purchaser/s cannot sell the said unit or transfer his rights in any ways to third party until full payment of said flat to the promoter and possession of said flat handed over to the purchaser.

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

g) The car parking area shall not be covered / enclosed under any circumstances.

- h) The Purchaser/s shall not join two adjacent flats & shall not demolish or cause to be demolished & is denied at any time to make any addition or alteration of whatsoever nature in or to the structure or construction of the said flat.
- i) The flat Purchaser/s shall not demand any change in the existing plans.
- j) In the event of the Promoter carrying out any work of additions and/or alterations as per instructions of the Flat Purchaser/s to keep the Promoter harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Promoter shall not be bound to obtain completion/occupation certificate as per such additions or alterations which work shall be done by the Flat Purchaser/s at his own costs and risk.
- k) All phase wise construction has been made and executed for the convenience of the Promoter. No separate fencing and/or gate will be allowed for separating any particular phase or building for whatsoever reason. All Purchaser/s in all phase/s and building/s shall have free access to all other phase/s and building/s i.e. entire project.

12. USE OF FSI/TDR/FAR:

It is hereby declared that all sanctioned plan/s has / have been shown to the Purchaser/s and the floor space index (FSI) available is shown in the said plan/s. The Promoter shall be entitled to use the present unutilized and/or additional built up area /FSI/TDR/land potential in respect of the said land in any other land by floating FSI and/or in the same land as and when the same is permitted either by way of construction of new buildings or extension of the buildings which are presently permitted. Likewise the Promoter shall also be entitled to use FSI pertaining to other land/s in this land as and when permitted by authority. In this Agreement, the word FSI or Floor Area Ratio as stated here in shall have the same meaning as understood by the Planning Authority under its relevant Building Regulations or Bye-laws. The residual F.A.R. (FSI), if any, not sanctioned at the time of commencement certificate issued in relation to the said land shall be available to the Promoter before or after conveyance to an Association of Apartment Owners of the said land and also by virtue of amendment/s of D.C. rules and / or F.S.I. made available by way of floating F.S.I. or by way of transferable development rights (TDR) of any other land may be utilized by the Promoter in the said land as they may decide. The Purchaser/s has hereby given his/her/their irrevocable consent to the Promoter who shall be entitled to revise the plans, get them sanctioned from Pimpri Chinchwad Municipal Corporation, construct the additional units, buildings permitted by Corporation and to allot/sell them to various persons. The Purchaser/s shall have no objection for the said new allottees to be admitted as members of the Association. The Association shall get the new transferees admitted as its members. Notwithstanding anything contained in this Agreement the Promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR/land potential as stated herein above on any open area and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the said land. The Promoter shall also be entitled to transfer or assign the said right/s to any other person. The said land and/or building/s shall be conveyed subject to the such right, always being with the Promoter or his assigns. It is also understood and agreed by and between the parties hereto that the Promoter or his assignees shall have right to construct flats on the top terrace against FSI of road widening area, FSI of internal roads, TDR or any other FSI. In case the land or any portion of the said land is acquired by any authority before

execution of the conveyance, then the Promoter alone shall be entitled to take compensation for the same or get F.S.I. /T.D.R. in lieu of compensation.

13. RIGHT OF CONSTRUCTION LOAN:

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

14. SPECIFICATIONS:

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

15. DELIVERY OF POSSESSION:

The possession of the said flat shall be delivered by the Promoter to the Purchaser/s on or beforefrom the execution of these presents, subject to the terms of this agreement and receipt of completion certificate from the PCMC, and all payments, dues, fees etc. are paid by the Purchaser/s and necessary bond, undertaking, affidavit, receipt etc. in respect to any such present and future payments, dues, fees etc. are signed and delivered to the Promoter. If the Promoter fails or neglects to handover the possession as per the terms of this agreement then the Promoter shall be liable, on demand, to refund to the Purchaser/s the amount already received by the Promoter in respect of the said Flat with simple interest @ nine percent per annum, from the date the Promoter received the said sum till the date the amount and interest are repaid. Till the entire amount and interest thereon is refunded by the Promoter to the Purchaser/s there shall, subject to prior encumbrance, if any, be a charge on the said flat. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of the building/s is delayed on account of:

- i) Non-availability of steel, cement, other building material, water, electric supply.
- ii) War, Civil Commotion or act of God.
- iii) Any notice, order, rule, notification of the Government and / or other public or Competent Authority or any Decree / Order of any Court/tribunal/authority.
- iv) Any stay or injunction order from any Court.
- v) Pendency of any litigation.
- vi) Delay or default in payment of any installment or dues by the Flat Purchaser/s. (This is without prejudice to the right of the Promoter under Clause 6 above).
- vii) Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
- viii) Any other circumstances beyond the control of the Promoter or force majeure.

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

x) Delay in grant of any NOC/ permission/ license/ connection installment of any services such as elevators, electricity and water connections and meters to the scheme/ flat/ road etc. or completion certificate from any appropriate authority. The Purchaser/s shall pay all necessary amounts, advances, deposits, service tax (if applicable) and other dues under this agreement and take possession of the said flat within 15 days from intimation by the Promoter. In the event of failure on the part of the Purchaser/s to pay all amounts due and take possession of the said flat, without any reasonable cause, the Promoter shall be entitled, without prejudice to any other remedy available under this agreement or any enactment, and after giving a prior notice of 60 days, to terminate the said agreement and sell the said flat to any other person entirely at the risk as to cost and consequences of the Purchaser/s.

16. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY:

It is hereby agreed that subject to the terms of this agreement, the Purchaser/s shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the local authority, State and/or Central government including Environment Dept.etc. at the time of sanctioning of the plans or at the time of granting completion certificate. The Purchaser/s shall not be entitled to claim possession of the said flat until the completion certificate in respect of the said flat is received from the Pimpri Chinchwad Municipal Corporation and the Purchaser/s pays all dues, advances, deposits, etc. payable under this agreement in respect of the said flat to the Promoter and has signed the possession documents, bonds, receipts, etc. After receipt of the completion certificate from Pimpri Chinchwad Municipal Corporation, the Promoter shall be absolved from or any liability in case any addition and/or alteration to the flat/building by the Purchaser/s, any damage to the building by accident, any tampering with the geometrical sections of the building, lack of maintenance by the Purchaser/s association, any event of force majeure and any act of God.

17. CONVEYANCE:

After completion of the construction work and sale of all the building/s in the project on the said land, a separate association of apartment owners including the bye laws of the proposed association of apartment's owners of the project shall be formed and if required by the Promoter the Purchaser/s shall sign all necessary documents.

a) No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and or Article of Association if the same are required to be made by the Promoter as per their commitments to various persons, Purchaser/s and or any other competent authority as the case maybe. This condition is the essence of the agreement. Unless prevented by the circumstances beyond the control of the Consenting Party and the Promoter, it is agreed that the said land along with the building/s constructed or to be constructed thereon, shall be subjected to the provisions of Maharashtra Apartment ownership Act, 1970, and the flat will be conveyed by the consenting party and the Promoter herein within one year from and after a) Obtaining the full and final completion certificate in respect of the entire project in the layout of the

entire scheme and utilization of entire FSI and TDR/land potential permissible to be utilized on the entire said land as per development control rules of Pimpri Chinchwad (irrespective of previous sanction or not of FSI).

b) Sale of all flats in all building/s in the layout of the scheme.

c) Acceptance of the draft of Deed of Declaration and Deed of Apartment by the Owner and Promoter by their mutual consent and)After receiving the entire amount & all dues from all the Purchaser/s including maintenance charges, outgoings, stamp duty, registration fees, service tax (if payable) etc. by all Purchaser/s whichever is later. This agreement itself is a Declaration by the Purchaser/s as provided under Maharashtra Apartment Ownership Act, 1970 read with Maharashtra Apartment Ownership Rules 1972, thereby submitting their flats to the provisions of the said act. Such conveyance and/or Declaration u/s 2 of the Maharashtra Apartment Ownership Act, 1970 shall be subject to exclusive, limited common rights of the flat Purchaser/s and commitments of the Promoter. The Promoter shall be entitled to amend/frame the bye laws, rules, etc. of the association as per terms of this agreement and also with a view to maintain decorum, beautification of the buildings, open grounds and common amenities, etc. The Promoter in its absolute discretion and at its option may execute and register such conveyance even before the aforesaid stipulated period. The Promoter shall/has retained his rights in regards to utilization, construction and sale of all or any residual FSI, floating FSI, TDR and land potential allowed and available to be utilized on the said land or any other land. The Promoter shall at his own discretion choose to be a part of the Association for the said purpose. The Promoter shall also be at liberty to transfer this right to any person/organization/ body etc. and the Purchaser/s in his individual capacity and as a member of the Association to be formed shall not object to the same and thereby gives his/her/their consent to the same.

18. DEFECT LIABILITY:

If within a period as per law from the date of obtaining/handing over the flat to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any defect in the said flat and/or building in which the said flat is situated or the material used therein in the construction of the said building, then, wherever possible such defects will be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter reasonable charges for repairs of the same by the third party for such defect. The word defect here means only the manufacturing defects caused on account of willful neglect on part of the Promoter and shall not mean defects caused by normal wear and tear, negligent use of flat by the Purchaser/s, vagaries of nature etc. Provided that it is agreed that the described liability period under the Act shall be deemed to have commenced from the date of Completion Certificate of the flat or from the date on which the Promoter has given the necessary intimation for possession, whichever is earlier. Provided further, it is agreed that the Purchaser/s 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 Purchaser/s shall not make any alterations in any of the RCC structure, fittings, pipes, water supply connections or any other erection in the bathroom, kitchen, toilet, WC, terrace, etc. If any of such works are carried out or any heavy load are stored in the said flat, terrace, etc., any liability including the defect liability automatically shall become void & the Purchaser/s alone shall be responsible for it. Further the Purchaser/s will be liable for paying damages, if

any, to the Purchaser/s/Owner/User of flat below or any affected flat. If due to the Purchaser/s or any other Purchaser/s act or negligence, the Purchaser/s flat is damaged, the repairs shall be carried out by the party responsible for such an act and the Promoter shall not be liable for the same.

19. AREA OF FLAT:

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

20. USE OF SAID FLAT:

The Purchaser/s shall use the said flat and every part thereof and/or permit the same to be used only for the purpose of Residence. He / She / They shall use the parking space only for the purpose of parking the Flat Purchaser/s own vehicle/s.

21. RESTRICTED AREAS AND FACILITIES:

It is hereby agreed that the Promoter has the exclusive right of allotment of the different parking spaces to one or more person/s of their choice,. The Purchaser/s further agrees that he/they shall not raise any objection to the Promoters exclusive right of allotment of parking space and thereby expressly consents to such exclusive right of the Promoter till the conveyance to the Purchaser/s and consents to any such allotments made or would be made by the Promoter. It is hereby agreed that the areas mentioned in Annexure 'B' shall be the common areas and facilities and the Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and/or alienate and dispose - off other areas and facilities in such manner as the Promoter thinks fit The Purchaser/s shall not raise any objection in the matter of allotment or sale or remaining Flat etc. in the said land on the ground of nuisance, annoyance or inconvenience from any profession, trade or business, etc. that has been or will be permitted by law or by local authority. The Purchaser/s shall have no claim save and except in respect of the said flat hereby agreed to be sold in to him/her/them and all common amenities, areas and facilities as described in Annexure 'B' herein below will remain the property of the Promoter until the said land and building/s is/are transferred to an Association of Apartment Owners. Significant risks and rewards of ownership and effective control of flat shall be deemed to have been transferred on delivery of possession though ownership and effective control of scheme shall remain with Promoter. The Purchaser/s hereby gives his/her/their consent and has no objection for the use of the remaining units wholly or in parts any other purpose as may be permitted by the Promoter. The Promoter may allow display of advertisement and/or hoarding sites/neon signs, or may allow erection of antennae/s or towers for cable/satellite television, wireless, mobile, cellular services, on the building and shall solely derive any benefits (including financial) accruing thereon.

22. SPECIAL COVENANTS:

Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat or the said land and building/s or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said flat hereby agreed to be sold to him/her/them and all common amenities, areas and facilities as described in Annexure 'B' herein below will remain the property of the Promoter until the said building/s is/are transferred to the Association of Apartment owners as herein before mentioned. Significant risks and rewards of ownership and effective control of the flat shall be deemed to have been transferred on delivery of possession though ownership and effective control of scheme shall remain with the Promoter. It is hereby made clear that the Promoter shall be entitled to use the marginal open spaces as an access for any another building, land and allow such access to any other person/s and the Purchaser/s herein or the organization in which he will become a member and shall be absolved from objecting to the said use by the Promoter or its nominee/s or assignee/s and the flat shall be conveyed subject to the said right of the Promoter and this condition is also the essence of this agreement.

It is hereby made clear by the Promoter that the terrace space in front of or adjacent to the flats in the said building including terrace above the canopy, of any, shall belong exclusively to the Promoter of respective Purchaser/s of the flat/units if so allotted by the Promoter and such terrace spaces are intended for the exclusive use of the respective flat/unit Purchaser/s. The said terrace shall not be enclosed by the flat/unit Purchaser/s. The Promoter or his assignees shall have the right to construct flat/units etc. on the terraces of the existing building and utilize any additional FSI/TDR obtained in future. It is also made clear to the Purchaser/s 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 Purchaser/s of the units to whom the same will be allotted by the Promoter as per Promoter's discretion and the said terrace space is intended for the exclusive use of the Promoter or the said unit Purchaser/ss. After the possession of the flat/ premises/ building is handed over or after getting the completion certificate of the building by concerned local authority if any work thereafter is required to be carried out by the Govt. or Municipal Corporation or any statutory authority, the same shall be carried out by the Purchaser/s in cooperation with the Purchaser/s 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. The Purchaser/s undertake/s that if any Certificate, Order, No Objection, etc. is required to be produced by the Purchaser/s herein under any law and rules in force in any time, the same shall be produced by the Purchaser/s herein within the stipulated time. Provided that the Promoter does not in any way affect or prejudice the right hereby granted in favour of the Purchaser/s in respect of the said flat, the Promoter shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said building / entire scheme or under this agreement.

23. REPRESENTATION:

The Purchaser/s has hereby irrevocably authorized and empowered the Promoter to prepare the revised layout and building plans of the said land and to

submit the same to the requisite authorities and obtain their sanction and/or to revise the plans and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Purchaser/s liable for any costs or affecting his/her/their interest. It is made clear that no other specific permission/authority is required from the Purchaser/s/Association for this purpose. The Purchaser/s hereby irrevocably authorizes and empowers the Promoter to represent him before the concern authorities in all matters regarding the property tax, assessment and re-assessment and the decisions taken by the Promoter in this regard shall be binding on the Purchaser/s. The Promoter shall represent the Purchaser/s to do all the necessary things in all the departments of the Pimpri Chinchwad Municipal Corporation, Collector, Government, Semi-Govt., MSEDCL etc and the same shall stand ratified and confirmed by the Purchaser/s herein. If for any reason the Promoter requires Purchaser/s' personal representation in the form of signature then the Purchaser/s shall sign the same and shall not withhold the same for any reason whatsoever.

24. MAINTAINENCE:

The flat Purchasers shall be liable to bear and pay from the date of offer to deliver possession of the said flat or from the date of completion/occupation certificate whichever is earlier, lump sum monthly amount, towards maintenance/ outgoings, in respect of the said flat and building/ along with proportionate share, in such other levies, payable to the concerned local authority and or Govt, which includes, NA taxes, water charges, repairs and salaries of clerks, bill collectors, security, cleaners and all expenses necessary and incidental to the management and maintenance and upkeep of the said flat building/s and its common areas etc The Purchasers hereby agree to pay to the Promoter, or to the person nominated by the Promoter an amount of Rs. 3/- (Rs. Three only) per Sq. Ft carpet per month in advance for 24 months, towards " advance interest free lump sum maintenance charges", exclusive of service tax ,if any, prior to possession of the said unit by the Promoter to the Purchasers. The said advance shall be utilized only for the common maintenance of the buildings i.e. common area of the society, common security, common electricity, common water, maintenance of common lift and pumps common cleaning etc. After completion of 24 months or before 24 months if society or any other common organization is formed then accordingly promoter will hand over the maintenance account to such organization with all list of dues and defaults if any and thereafter the said organization will have right to decide the maintenance charges and collect accordingly. However if after expiry of 24 months common organization is not formed then the Purchaser/s shall be liable to make further payment of maintenance charges to Promoter at current prevailing rate for further one year in advance and such rate shall be decided by the Promoter only, the Promoter is not liable to give any account of such expenses (charges). It is hereby agreed that the Promoter or appointed agency shall maintain the building/s out of the advance received from the flat Purchasers. The Promoter shall have the sole right to discontinue the maintenance at any time, after giving prior notice of thirty days. The Purchasers herein has/ have specifically agreed to pay his/ her/ their contribution for running and maintaining the lifts irrespective of the floor on which the said unit is located and also irrespective of the use of the lifts by the Purchasers. It is expressly agreed between the parties herein that upon completion of the entire project and/ or even upon transfer of respective tenements in favour of prospective transferees by executing appropriate deeds,

as mentioned in this agreement, the promoter herein shall not be held responsible or liable to pay maintenance charges and other outgoings in respect of tenements/flats unsold at such time and the Purchasers herein and/or his/her/their organization shall not demand maintenance charges/ outgoings in relation to the unsold flats from the promoter under any circumstances. Only upon selling of such unsold tenements by promoter, prospective Purchasers shall be held responsible and liable in respect of payment of maintenance charges and outgoings from the date of actual possession of their respective tenements. 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 Association the Purchaser and Association shall be bound by the said contract.

25. CONDITIONS FOR, USE, MAINTAINENCE:

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

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

b) Not to store in the flat / building/s surrounding area any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building/s or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of building/s, including entrances of building/s and in case any damage is caused to the building/s or the flat on account of negligence or default of the Purchaser/s shall solely be liable for the consequences of such breach.

c) To carry at his own cost all internal repairs to the said flat and maintain the flat in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the building or the flat violating any rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s 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 addition to or alteration of whatsoever nature in or to the elevation and outside colour scheme of the building and shall keep the sewers, drains, pipes in the flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building shall not chisel or any other manner damage to columns, beams, walls, slabs or RCC, Pardis (rafts) or other structural members in the flat or construct additional walls or structures in the flat without the prior written permission of the Promote or an Association of Apartment Owners as the case may be.

- e) Not to make any changes in elevation such as enclosures in terraces, dry balconies, addition of grills etc. and installations of dish antenna's without the permission of the Promoter.
- f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land, building/s and/or flat is situated or any part thereof or whereby any increased premium shall become payable in respect of insurance.
- g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said land and the building in which the flat is situated.
- h) Pay to the Promoter within seven days from demand by the Promoter, his share of security deposit and expenses demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the accommodation is situated.
- i) To bear local taxes, NA taxes, water charges, insurance and such other levies, if any, from the date of completion certificate in respect of the said flat and also any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of permitted change of user of the said flat by the Purchaser/s.
- j) The Purchaser/s shall not let, sub-let, transfer, assign or part with his/her/their interest or benefit occurring from this Agreement or part with the possession of the flat until all the dues payable by the Purchaser/s to the Promoter under the terms and conditions stated herein are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has intimated in writing to the Promoter and obtained prior written permission from the Promoter and paid necessary administration charges to the Promoter, etc.
- k) The Purchaser/s shall observe and perform all the rules and regulations and byelaws which the Association of Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the Building Rules, Regulations and Byelaws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment Owners regarding the occupation and use of the flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- l) The Purchaser/s shall permit the Promoter and their surveyors and agents, workmen and others, at all reasonable times, to enter into and upon the said land and building/s or any part thereof to view and examine the state and condition thereof. The Promoter shall have such right to enter into and upon the said land/building/flat even after the Purchaser/s is put into possession of the said flat during the statutory defect liability period.
- m) The Purchaser/s is hereby prohibited from altering, obstructing the external and internal structure of the building constructed as per the sanctioned plan.
- n) It is specifically understood that the matters related to service providers such as security services, managerial services & other service appointed by the Promoter for the Association of Owners is entirely the responsibility & liability of the Association. The Apartment Association has to handle all the financial and other matters with such service providers and the Promoter shall not be financially liable towards the Association and/ or the service providers.

o) The areas described in the Annexure 'B' hereto state common areas and facilities and which shall be for the more beneficial use and enjoyment in common with other Purchaser/s'. The Purchaser/s shall have no exclusive claim whatsoever in the same including all lobbies, staircases, lifts, which will always remain the property of the association and the same shall be for the common use for of all the flat Purchaser/ss.

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

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

r) Till a separate electric meter or a water meter is installed/allotted by the MSEDCL/P.C.M.C. and any other authority, the Purchaser/s herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her flat.

s) The Purchaser/s of the said flat along with other Purchaser/s of the said residential scheme shall be liable to operate and maintenance of all assets up to the best standard such as sewage treatment plant, generator set etc. which are being handed over to the society / condemnation by the Promoter.

26. WAIVER:

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

27. REGISTRATION:

The Purchaser/s shall present this Agreement duly stamped at the proper registration office for registration within the time limit prescribed by the

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

28. SERVICE OF NOTICES:

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

29. ESCALATION IN COST OF FLAT:

That the consideration of the flat is agreed on the basis of the cost of the building material and labour charges, taxes, octroi, Vat, etc. prevailing on the date of this agreement. In case of increase in the prices thereof the Promoter shall be entitled to proportionately increase the price of the said flat and the Purchaser/s has agreed to the same.

30. ARBITRATION:

The parties hereby agree that in the event of there being any dispute by and between the parties hereto in respect of interpretation of any of the terms and conditions herein contained as also in respect of any matter arising out of and/or touching upon these presents, and/or in regard to the carrying out of this Agreement, the same shall be referred to for Arbitration of a single Arbitrator to be appointed by the Promoter and the decision of the Arbitrator shall be final and binding.

31. Further in case the dispute remains unresolved then in that case parties to this agreement submit to the exclusive jurisdiction of Real Estate Regulatory Authority will have exclusive jurisdiction to try and entertain the dispute.

32. GOVERNING LAW :-

That the rights and obligations of parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Real Estate Regulatory Authority will have the jurisdiction for this agreement.

33. STAMP DUTY AND REGISTRATION FEES:

The consideration of the said agreement between the Promoter and the Purchaser/s herein is as per the prevailing market rate in the subject locality. This

agreement is executed by the parties hereto under the Maharashtra Ownership Flats Act, 1963 and the stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule-1, Article 25 (d). The Purchaser/s herein has paid Stamp duty and shall pay appropriate Registration fees and expenses. The parties hereto shall be entitled to get the aforesaid stamp duty, adjusted, leviable, liable on the conveyance, which is to be executed by the Promoter and the Owners/ Consenting Party herein in favour of the Purchaser/s herein. If any additional stamp duty or other charges are required to be paid at the time of conveyance the same shall be paid by the Purchaser/s. The Purchaser/s herein has agreed to purchase the said flat as on investor as laid down in Article 5(2) of the Bombay Stamp Act 1958 & hence it is entitled to adjust the stamp duty to the agreement against the duty payable to the agreement by the Purchaser/s herein to the subsequent Purchaser/s as per provision of the said clause Article 5(2). The Purchaser/s declares hereby that he/ she/ they has/ have read and fully understood and agreed to the contents of this agreement and thereafter the same has been executed by the Purchaser/s.

GENERAL :

34. The Promoter shall not be responsible for the consequences arising out of change in law or change in Municipal and other law, rules, regulations etc.

35. The PURCHASER/S is/ are hereby prohibited from raising any objection in the matter of allotment or sale of any residential unit, covered car-parking, marginal open space for parking/ garden, terrace/s or any other built-up area etc. within the said Plot and the building/s to be constructed thereon to any person/s on the ground of nuisance, annoyance or inconvenience alleged to be caused out of and in the course of carrying of any profession, trade or business etc. by any such person/s as long as the same is otherwise permitted by law or by any regulation of the Pimpri-Chinchwad Municipal Corporation.

36. Save as what is expressly provided herein, nothing, whether orally or otherwise, has or shall be deemed to have been agreed by the Promoter with PURCHASER/S in respect of the subject matter of this Agreement and further there is no implied agreement or covenant on the part of the Promoter other than the terms and conditions expressly provided under this agreement.

37. Nothing in this agreement shall be deemed to restrict or inhibit the Promoter to assign or otherwise deal with all or any of the Promoter's rights, titles interests, benefits and claims in respect of the development of the said Plot to/ with any third person/s.

38. The PURCHASER/S hereby gives his/ her/ their consent and has/have no objection for use of the remaining Units wholly or in parts for residential and/ or any purpose as may be permissible under law and required by the Promoter.

39. LOCATION: The property bearing Survey No.76 of Ravet is described in Sector 13/2, of the Ready Reckoner of the Town Planning and Valuation Department for the year 2017.

USER: RESIDENTIAL

PREScribed RATE: Rs.52520/- (additional 5% for 5th and above floors till 10th floor, 10% for 11th and above floors)

SCHEDULE 'I' OF PROPERTY

All that piece and parcel of the land bearing S. No. 76 Hissa No. 2 area 00 Hecter 73 R out of total area 01 Hecter 97 R situated at village Ravet, Taluka Haveli, District Pune, within the local limits of Registration District Pune, Sub-District Taluka Haveli and within the limits of Pimpri Chinchwad Municipal Corporation and bounded as under-

ON OR TOWARDS EAST : By remaining property of S. No. 76/2.

ON OR TOWARDS SOUTH : By property of S. No. 76/1

ON OR TOWARDS WEST : By 40' wide DP Road .

ON OR TOWARDS NORTH : By property of G.K. Associates 88 R of S. No.76/2.

SCHEDULE 'II' OF THE TENAMENT

The Purchaser/s hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser/s

FLAT NO. -

FLOOR –

WING - ,

AREA – Sq. mtrs. i.e. Sq.fts. (Carpet)

TERRACE – Sq. mtrs. i.e. Sq.fts. (Carpet)

PARKING –

The project is called '**NAMRATA GLORIA**' Along with common amenities & facilities.

IN WITNESS WHEREOF the parties hereto have set & subscribed their respective hands on the day & date written herein above.

SIGNED SEALED AND DELIVERED
BY THE PROMOTOR/BUILDER above mentioned

Mr. Ravindra D. Namde Partner
& As P.O.A Holder
For Namrata Construction& for Consenting Party

SIGNED SEALED AND DELIVERED
BY THE FLAT PURCHASER/S

Mr.

In the presence of :

1. Signature :

Name :

R/At :

2. Signature :

Name :

R/At :

ANNEXTURE A :
Title Certificate

RAMESH K. RANGAONKAR
B.S.L., LL.B.
Advocate.

Off:- Shop No. 2, Pranav
Bldg., Mohannagar,
Chinchwad, Pune-411019.
Mobile No. 9822072150

CERTIFICATE

This is to certify that all that piece and parcel of land bearing S. No. 76 Hissa No. 2 area 00 Hector 73 R out of total area 01 Hector 97 R situated at village Ravet, Taluka Haveli, District Pune, belong to 1. Mr. Ramchandra Mahadu Bhondve, 2. Mr. Dattatry Mahadu Bhondve 3. Balkrushna Mahadu Bhondve and M/s. Namrata Construction have full rights to develop the said property there are no charges and encumbrances on the same except the charge of Nagar Urban Co-operative Bank Ltd. Branch Chinchwad, Pune.

I have inspected the revenue record and other documents produced before me. From the documents, it appears that the above vendors have good and marketable title to the said piece of land.

SD/-
R. K. RANGAONKAR
ADVOCATE

ANNEXTURE 'B'

SPECIFICATIONS & AMENITIES

- **Structure**

Earthquake Resistant RCC Structure
Aesthetically Designed Elevation

- **WALL FINISH**

- **Masonry**

- 6" Thick AAC Internal & External Walls
Gypsum Finish Walls
Sand Faced Plaster Externally

- **PAINT**

Internally Premium Quality Painting
Externally Semi Acrylic Paint

- **TILES**

7' High Designer Dado Tiles In Washroom,
Toilet & Above Kitchen Platform

- **FLOORING**

Living Room, Bedroom & Kitchen

Imported 2'X 2' Vitrified Tiles

Washroom, Toilet

Branded Antiskid Floor Tiles

Terrace

Antiskid Wooden Finish Tiles

DOORS

Entrance Door

Elegant Designer Laminated Flush Door
Brass Finish Branded Accessories & Fixtures

Bedroom

Moulded Flush Door

Toilets

Granite Frame With Laminated Waterproof Flush Door

Terrace

Aluminum Sliding Door

M.S. Railing With Toughened Glass

WINDOWS

3 Track Powder Coated Aluminum Sliding

Insect Mesh

M.S. Safety Grill & Granite Silly

KITCHEN

Granite Platform With Nirali/ Equivalent

Stainless Steel Sink

Attached Dry Balcony

Provision For Water Purifiers

• ELECTRICAL

Concealed Fire Retardant Low Smoke Copper Wires

Circuit Breaker

Cable, T.V. & Telephone Point in Living & Bedroom

Premium Quality Modular Switches

Split A.C. Provision in Bedroom

Fridge, Oven & Food Processor Point in Kitchen

Provision for Exhaust Fan in Kitchen & Washrooms

Provision for Washing Machine Point in Dry Balcony

• PLUMBING

Concealed Piping

Premium Quality Sanitary & Bath Fittings

Premium Range Branded C.P. Fittings

Provision For Geyser In Master Bedroom Washroom

Amenities

Swimming pool

Club House

Land Scape Garden

Jogging Track

Children's Recreation

Outdoor Sports

Automation

Safety & Security

Green Features

COMMON FACILITIES

COMMON AREAS

1. The underground and overhead water tanks and electric motor and pump, if any
2. Staircases
3. Lobbies and landings and entrance area of all building
4. Common passages and lights points in the staircases as in the parking,

5. R.C.C. frame work structure of the buildings
6. Plants and trees planted or to be planted in the open spaces around the building.
7. Common electric meters and water meter connected to the common lights, water connections, pump sets etc.
8. All the drainage lines electrical lines, plumbing network throughout the building.

DECLARATION

I, Mr. Ravindra D. Namde do hereby declare that, a document titled Agreement has been presented in the office of the Joint Sub-Registrar Haveli No. 5.

Mr. Ramchandra Mahadu Bhondve & others have executed a Power of Attorney dated 02/07/2010 authorizing me to present this document for registration. That the executant has neither canceled the said Power of Attorney nor any of the executant dead nor the Power of Attorney otherwise invalid. The said Power of Attorney is completely valid and I am fully competent to do the above act.

If anything stated above is found to be false / untrue, I am aware that I shall be able to punishment U/s. 82 of the Registration Act, 1908.

Dt.

Name & Sign of the
Power of Attorney