



FLAT ALLOTMENT/BOOKING LETTER

Date:

To,

Sub: Allotment of Apartment No. In Wing and Parking No. on in (Building Name & Address)

Dear Sir,

We are pleased to inform you that Apartment No. in Wing and Parking No. on of
(Project Name & Address) has been allotted in your name.

Details of Unit

Flat & Wing No	
Parking No	
Carpet Area	
Open Terrace Area	

Thanks & Regards




Authorized Signatory



!! Shree Gajanan Prasanna !!

AGREEMENT TO SELL

This AGREEMENT TO SELL is made and executed at Pune on this
_____ day of April 2017.

M/S. NIRMAANN ENCON DEVELOPERS, A Registered Partnership Firm, having its address at – S.NO. 2/ 1/1, Shop No. 9, Nirman Puram Building, Kondhwa Budruk, Pune – 411048.

PAN NO:- AAJFN7246C

Represented through its authorized Partner and signatory

MR. NILEAYSH PRABHAKAR KAMTHAY

Age about – 35 years, Occupation – Business,

Address at – Kondhwa Budruk, Pune

HEREINAFTER REFERRED TO AS “THE BUILDER/ PROMOTER” [which expressions shall unless repugnant to the context mean and include its legal heirs, legal representatives, successors in title, executors, attorneys and permitted assigns etc]

--- PARTY OF THE FIRST PART.

AND

MR.

Age about –years, Occupation – Business,

PAN NO:-

HEREINAFTER REFERRED TO AS “THE PURCHASER/S” [which expressions shall unless repugnant to the context mean and include his/her/their legal heirs, legal representatives, successor in title, executors, agents, power of attorney holders, assignees, etc].

--- PARTY OF THE SECOND PART.

AND

1) Smt. Kamal Hanumant Kamthe

Age about 51 years, Occupation – Housewife

2) Mrs. Kausalya Nanasaheb Maral alias Kausalya Hanumant Kamthe

Age about 33 years, Occupation – Housewife,

3) Mrs.Vaishnavi Hemant Takke alias Alka Hanumant Kamthe

Age about 31 years, Occupation – Housewife

4) Smt. Suman Dhondiba Kamthe

Age about 65 years, Occupation – Household

5) Shri. Suryakant Dhondiba Kamthe

Age about 42 years, Occupation – Agriculturist

6) Mrs. Meena Suryakant Kamthe

Age about 38 years, Occupation – Housewife

7) Kum. Swapnali Suryakant Kamthe

Age about 20 years, Occupation – Student

8) Kum. Sayali Shashikant Kamthe

Age about 6 years, Occupation – Education

Minor Through her Mother Mrs.Meena S. Kamthe

9) Shri. Shashikant Dhondiba Kamthe,

Age about 35 years, Occupation – Agriculturist

10)Mrs. Swati Shashikant Kamthe,

Age about 30 years, Occupation – Housewife

11)Kum. Sakshi Shashikant Kamthe

Age about 6 years, Occupation – Education

Minor Through her Mother Mrs. Swati Shashikant Kamthe

12)Master. Sankat Shashikant Kamthe

Age about 4 years, Occupation – Education

Minor Through Mother Mrs. Swati Shashikant Kamthe

13)Mr.Chandrakant Dhondiba Kamthe,

Age about 40 years, Occupation – Agriculturist

14)Mrs. Ratna Chandrakant Kamthe,

Age about 35 years, Occupation – Housewife

15)Kum. Mrunali Chandrakant Kamthe

Age about 7 years, Occupation – Education

Minor Through Mother Mrs. Ratna C. Kamthe

16) Master. Anurag Chandrakant Kamthe

Age about 5 years, Occupation – Education

Minor Through Mother Mrs. Ratna C. Kamthe

17)Mrs. Vaishali Suryakant Gujar alias Vaishali Kamthe,

Age about 32 years, Occupation – Housewife

All Residing at Kondhwa Budruk, Pune.

Through their power of attorney holder

M/S. NIRMAANN ENCON DEVELOPERS,

Represented through one of its Partners

MR. NILEAYSH PRABHAKAR KAMTHAY

Age about – 35 years, Occupation – Business,

Address at – Kondhwa Budruk, Pune

HEREINAFTER REFERRED TO AS “THE OWNERS/ CONSENTING PARTY”

[which expressions shall unless repugnant to the context mean and include their legal heirs, legal representatives, successor in title, executors, agents, power of attorney holders, assignees, etc].

--- PARTY OF THE THIRD PART.

WHEREAS,

A] ALL THAT PIECE AND PARCEL of the Land bearing Survey No. 25, Hissa No. 1/3 (old Survey No.13, Hissa No.1/3) admeasuring total Land admeasuring 1H 13.93 Aars, situated at Mouje Kondhwa Budruk, Taluka Haveli, District Pune and within the limits of Sub – Registration Haveli and within the limits of Pune Municipal Corporation and which is more particularly described in Schedule I written herein under and herein after shall be referred to as the **“Said Larger Land”**

B] ALL THAT PIECE AND PARCEL of the Land bearing Survey No. 25, Hissa No.1/3 [old Survey No.13, Hissa No.1/3], admeasuring 92 Aars i.e. 9200 Sq.mtrs out of total Land admeasuring 1H 13.93 Aars, situated at Mouje Kondhwa Budruk, Taluka Haveli, District Pune and within the limits of Sub – Registration Haveli and within the limits of Pune Municipal Corporation and which is more particularly described in Schedule II written herein under and herein after shall be referred to as the **“Said Subject Land”**;

C] The Said Larger Land was originally having Old Survey No. 13, which was later on changed to New Survey No. 25 as per order of Tahsildar, Kondhwa Budruk, Pune;

D] After perusal of Old 7/12 Extract, it appears that originally the Said Larger Land was owned by one Shri. Bhiva Arjun Nimbalkar. But one Shri. Mahadu Gopal Kamathe acquired the title over the Said Land by way of “Jungle Vahivat” and therefore the name of Shri. Mahadu Gopal Kamathe came to be incorporated on 7/12 Extract of the Said Land and since the said Shri. Mahadu Gopal Kamathe acquired the title and possession over the Said Larger Land;

E] Further the said Shri. Mahadu Gopal Kamathe died on 31/12/1974 and till then the said Shri. Mahadu Gopal Kamathe was holding the title and possession over the Said Larger Land. After the demise of the said Shri. Mahadu Gopal Kamathe, he was survived by his legal heirs namely sons Shri. Dhondiba Mahadu Kamathe and Shri. Hanmant Mahadu Kamathe, daughters Sou. Taibai Yashwant Barate, Sou. Tulsbai Bhosale, Sou. Saguna Dalvi, Sou. Pramilabai Hanmant Pawar and widow Smt.Anusayabai Mahadu Kamathe and according the said legal heirs became the owners of the Said Larger Land and names of Shri. Dhondiba Mahadu Kamathe and Shri. Hanmant Mahadu Kamathe came to

incorporated on 7/12 Extract in holders coloumn and names of other legal heirs also came to be incorporated in other rights column;

F] Further, widow of Late Shri. Mahadu Gopal Kamathe i.e. Smt. Anusuyabai Mahadu Kamathe died on 04/03/1986 and was survived by his legal heirs namely Shri.Dhondiba Mahadu Kamathe, Shri. Hanumant Mahadu Kamathe, Sou. Taibai Yashwant Barate], Sou. Tulsabai Bhosale, Sou. Saguna Dalvi and Sou. Pramilabai Hanmant Pawar;

G] Further daughter of Late Shri. Mahadu Gopal Kamathe i.e. Sou. Taibai Yashwant Barate, Sou. Tulsabai Tukaram Bhosale, Sou. Sagunabai Bapu Dalvi and Sou. Pramilabai Hanumant Pawar released their undivided rights in the Said Land in favour of their brothers namely Shri. Dhondiba Mahadu Kamathe and Shri. Hanumant Mahadu Kamathe who became the sole owners of the Said Larger Land.

H] Further Shri. Dhondiba Mahadu Kamthe died on 25/08/2007 and was survived by his legal heirs namely sons Shri. Suryakant Dhondiba Kamathe, Shri. Chandrakant Dhondiba Kamathe, Shri. Shashikant Dhondiba Kamathe, daughter Sou. Vaishali Suryakant Gujar and widow Smt. Suman Dhondiba Kamathe and accordingly their names came to be mutated on 7/12 Extract of the Said Land and who became the owners of the Said Land along with the other owners referred above;

I] In the said manner the said Shri. Hanmant Mahadu Kamathe and legal heirs of Late Shri. Dhondiba Mahadu Kamathe i.e. Shri. Suryakant Dhondiba Kamathe, Shri. Chandrakant Dhondiba Kamathe ,Shri. Shashikant Dhondiba Kamathe, daughter Sou. Vaishali Suryakant Gujar and widow Smt. Suman Dhondiba Kamathe became the owners of the Larger Land and acquired the right to deal with the Said Larger Land in any manner they wished to do so.

J] Further the said Owners referred above along with their respective heirs i.e. Shri. Hanmant Mahadu Kamathe, Sou. Kamal Hanmant Kamathe, Sou. Kausalya Nanasaheb Maral, Sou. Vaishnavi Hemant Takke, Smt. Suman Dhondiba Kamathe, Shri. Suryakant Dhondiba Kamathe, Sou. Meena Suryakant Kamathe, Kumari Swapnali Suryakant Kamathe, Kum. Sayali Suryakant Kamathe both represented through Guardian Sou. Meena Suryakant Kamathe, Shri. Shashikant Dhondiba Kamathe, Sou. Swati Shashikant Kamathe, Kumari Sakshi Shashikant Kamathe, Master Sanket Shashikant Kamathe both represented through Guardian mother Sou. Swati Shashikant Kamathe, Shri. Chandrakant Dhondiba Kamathe, Sou. Ratna Chandrakant Kamathe, Kumari Mrunali Chandrakant Kamathe, Kumari Anurag Chandrakant Kamathe both represented through Guardian mother Sou. Ratna Chandrakant Kamathe and Sou. Vaishali Suryakant Gujar decided to assign the Development Rights of the Land out of Larger Land for the area admeasuring 92 Aars i.e. 9200 Sq.mtrs i.e. Land described in Schedule II in favour of M/s. Nirmaann Encon Developers and in furtherance of the same, Registered Development Agreement and Power of Attorney both dated 31/12/2012 came to be made and executed by the said Owners referred above in favour of M/s. Nirmaann Encon Developers through its Partner's Shri. Nilesh Prabhakar Kamathe and Shri. Ninad Narayan Pawar, which came to be registered with Sub – Registrar Haveli No.12, Pune vide Registration No. 568/2013 and 569/2013 respectively and in the said manner the said M/s. Nirmaann Encon Developers acquired all the Development Rights over the said Scheduled II Land as to develop the Said Scheduled II Land, float an Ownership flat Scheme, get the Plans sanctioned, construct the flat, enter into Agreement with respective tenement purchasers etc. Shri. Hanmant Mahadu Kamathe has expired intestate and Sou. Kamal Hanmant Kamathe, Sou. Kausalya Nanasaheb Maral, Sou. Vaishnavi Hemant Takke are his only legal heirs.

K] Further the owners had by addressing a letter dated 23/11/2012 to Competent Authority Urban Agglomeration, Pune, asked for the status of

ULC of the Said Larger Land including Scheduled II Land to which the said Authority replied vide letter dated 03/12/2012 stating that no proceedings were ever initiated under section 10[1], 10[3] and 10 [5] of the then Urban Land Ceiling Act, 1976 and also the entry of the Said Survey No. 25/1/3 is not found in list of matters taken for adjudication by Criminal Investigation Department;.

- L]** Thus in the said manner M/s. Nirmaann Encon Developers acquired rights of 92 Aars from its respective Owners and on the basis of the said Development Rights, the said M/s. Nirmaann Encon Developers are entitled to develop the Said Scheduled II Land.
- M]** Further Demarcation of the Said Scheduled II Land came to be carried out vide Demarcation Dated 28/10/2012.
- N]** Further Non Agricultural Permission bearing No. PMH/ NA/SR/391/2014 dated 10/10/2014 came to be issued in respect of Scheduled II Land by Collector Shop/Office, Revenue Department, Pune.
- O]** The Builder/ Promoter have proposed to construct on the Said Land multistoried building of 2 storied parking + 13 floors hereinafter referred to as 'The Said Building');
- P]** The Builder/Promoter have entered into standard agreement with Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects, whereas the Builder/ Promoter have appointed a Structural Engineer namely Spectrum Consultant for the preparation of the Structural Design and drawings of the Buildings and the Builder/Promoter accept the professional

supervision of the Architect and the Structural Engineer till the completion of the building/s;

- Q]** The Builder/ Promoter alone has the sole and exclusive right to sell the Flat in the said Building/s to be constructed by them on the Said Land and to enter into agreement/s with the Purchaser/s of the Flat and to receive the sale price in respect thereof;
- R]** The Party of the First Part is the Builder/ Promoter, Party of the Second Part herein is /are the Flat Purchaser/s and Party of the Third Part are the Owners/Consenting Party;
- S]** The Purchaser/s demanded from the Builder/ Promoter and the Builder/ Promoter have given inspection to the Flat Purchaser/s of all the documents of title relating to the said land and the plans, designs, and specifications prepared by the Builder/Promoter's Architect Shri. V. K. architechire CA/84/8465 and of such of other documents as are specified under the Maharashtra Ownership Flat (Regulation of the promotion of construction sale, management and transfer) Act 1963, (hereinafter referred to as the SAID ACT) and the rules made there under;
- T]** The copies of Certificate of Title issued by the Attorney at Law or Advocate of the Builder/Promoter, copies of the Property Card or extract of village forms VI or VII & XII or any other relevant revenue record showing the nature of the title of the Builder/ Promoter to the Said Land on which the Flat is to be constructed and plans and specification of the agreed flat to be purchased by the Flat Purchaser/s duly approved by concerned local authority i.e. Pune Municipal Corporation have been separately given;
- U]** The Builder/Promoter have got approved from the concerned local authority i.e. Pune Municipal Corporation the plans the specifications, elevations, sections and details of the Said Building/s ;

- V]** While sanctioning the said plans concerned local authority i.e. Pune Municipal Corporation, and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Builder/ Promoter while developing the said land and the said building/s and upon due observance and performance of which only the completion and occupation certificate in respect of the said building/s shall be granted by the concerned local authority;
- W]** The Builder/Promoter have acquired Commencement Certificate bearing No. CC 4106/15, Dated 15/03/2016 and accordingly commenced construction of the said building/s in accordance with the said plans;
- X]** The Builder/Promoter have obtained a project loan from the Magma Housing Finance and said mortgage deed is registered in the Registrar Haveli No. 11, Pune vide Registration No. 3843/2016 on 13/04/2016.
- Y]** The Flat Purchaser/s applied to the Builder/Promoter for allotment of the **Flat bearing No** on the **total area Sq.ft. i.e. Sq.mtrs Carpet area + attached Terrace Sq Ft i.e. Sq Mtrs** in the **Wing "A"** and on **Floor One Covered Car Parking No.** in the project which is known as "**NIRMAANN ESTRELLAA**" (along with Balconies/ Terrace area) intended to be constructed on the Said Land more particularly described in the Schedule II hereunder written;
- Z]** The Purchaser/s will pay to the Builder/ Promoter a sum of **Rs. /- (Rs. only)** towards payment of the sale price of the Flat agreed to be sold by the Builder/ Promoter to the Flat Purchaser/s as advance payment or deposit (the payment and receipt whereof the Builder/Promoter doth hereby admit and acknowledge) of the sale price of the Flat agreed to be sold to the Flat Purchaser/s, and the Flat Purchaser/s has agreed to pay to the Builder/ Promoter balance of the sale price in the manner hereinafter appearing. The consenting parties

have given their consent to the present agreement by way of these presents.

Aa] Under section 4 of the said Act, the Builder/ Promoter is required to execute a written agreement for sale of the said Flat to the Purchaser/s and also register the said Agreement under the Registration Act ;

Relying upon the said application, declaration and agreement, the Builder/ Promoter agreed to sell to the Flat Purchaser/s a Flat at the price and on the terms and conditions hereinafter appearing;

NOW THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED BY & BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1]** The Builder/ Promoter shall construct the building/s consisting of 2 storied parking + 13 on the Said Plots in accordance with the plans, designs approved by the concerned local authority, and which have been seen and approved by the Purchaser/s with only such variations, modifications as the Builder/ Promoter may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.
- 2]** The Purchaser/s hereby agrees to purchase from the Builder/ Promoter and the Builder/ Promoter hereby agrees to sell to the Purchaser/s **Flat bearing No** on the **Floor total area Sq.ft. i.e Sq.mtrs Carpet area + attached Terrace Sq Ft i.e. Sq Mtrs i.e. in the Wing "A"** and on **One Covered Car Parking No.** in the project which is known as "**NIRMAANN ESTRELLAA**" (hereinafter referred to as the Said Flats) for the total consideration of **Rs. /- (Rs. only)** out of the said total price, the Purchaser/s has paid to the Builder/Promoter, on or before execution of these presents, an aggregate amount of **Rs. /- (Rs only)** including earnest money and the same is acknowledged by the Builder/Promoter herein and the balance amount of purchase price to be

pay by the Purchaser/s to the Builder/Promoter in the following manner. For the purpose of ascertaining the market value of the said Flats and mutual understanding between the parties, the carpet area of the said Flat is mentioned separately in this Agreement–

5 lac	At the time of booking Agreement
10%	After plinth
6%	After RCC Completion of 1 st Slab
6%	After RCC Completion of 2 th Slab
6%	After RCC Completion of 3 th Slab
6%	After RCC Completion of 4 th Slab
6%	After RCC Completion of 5 th Slab
6%	After RCC Completion of 6 th Slab
6%	After RCC Completion of 7 th Slab
6%	After RCC Completion of 8 th Slab
6%	After RCC Completion of 9 th Slab
6%	After RCC Completion of 10 th Slab
6%	After RCC Completion of 11 th Slab
6%	After RCC Completion of 12 th Slab
6%	Completion of Internal Plaster
6%	Completion of Flooring
6%	At the time of Possession
100%	Total

3] The Builder/Promoter shall construct on the Said Plots the new structure/s in accordance with plans, designs and specifications seen and approved by the Purchaser/s prior to the execution of this agreement and duly approved by Pune Municipal Corporation with such variations and

modifications as the Builder/Promoter in their absolute authority may consider expedient. The Builder/Promoter shall be entitled to change the sanctioned layout plan, to add and construct one or more buildings /wings in the Said Plots and complete the scheme as per altered layout sanctioned plan without any consent of the Purchaser/s as contemplated under Section 7A of Maharashtra Ownership Flat Act, 1963. The Purchaser/s has/have expressly agreed and undertaken not to raise any objection in this behalf as long as the total area hereinafter being agreed to be sold to the Purchaser/s is not reduced by any such changes.

- 4] The Builder/ Promoter hereby agreed to observe and comply with all the terms, conditions, stipulations and restriction, if any, which will be imposed by the concerned local authority at the time of sanctioning the plan and thereafter and shall, before handing over the possession of the said Flat to the Purchaser/s, obtained from the concerned local authority, occupation and/or Completion Certificate in respect of the Said Flat.
- 5] The Builder/Promoter shall avail the entire Floor Space Index and TDR permissible on / or in respect of the Said Plots. However, the Builder/Promoter shall avail the entire Floor Space Index and TDR permissible on / or in respect of the Said Plots. However, if any additional or increased Floor Space Index or compensatory Floor Space Index or TDR [Transfer of Development Rights] is hereafter of after completion of construction of buildings of the Said Land is sanctioned by Pune Municipal Corporation or becomes available for utilization on the Said Land or if the Builder/Promoter desires to amalgamate and / or sub-divide the Said Land with any other adjoining plot/s/Land, the Builder/ Promoter alone shall be entitled to utilize such additional or increased Floor Space Index or compensatory Floor Space Index and TDR and to construct additional floor

/s on the structure/then standing on the Said Land or any part thereof for the purpose of utilizing any such additional or increased Floor Space Index or compensatory Floor Space Index and TDR which may be sanctioned by Pune Municipal Corporation for utilization of the Said Land at any time hereafter and to Sale and dispose off Flat in such additional construction on ownership basis or so to sub-divide and /or amalgamate the Said Land and / or the larger land as the case may be on such terms and conditions as the Builder/ Promoter may in their absolute discretion deem fit. The Purchaser/s herein or Condominium shall not have any claim, right, title and interest of any nature whatsoever in or in respect of any additional or increased Floor Space Index or compensatory Floor Space Index and TDR which concerned authorities for utilization on the Said Plots at any time hereafter. The Purchaser /s herein shall not be entitled to any rebate or reduction in the purchase price of the said premises on account of construction of any additional floors on the Said Plots or for any changes, additions or alterations made by the Builder/ Promoter on the Said Land and the building/s under construction thereon on account of utilization by the Builder/Promoter of any such additional or increased or compensatory floor space index and TDR or otherwise howsoever. In course of exercising the rights hereunder conferred upon the Builder/ Promoter, the Builder/ Promoter shall be entitled to utilize the existing RCC Structure, beams and coloums and walls as well as the common amenities available the structure/s then standing on the Said Land and other facilities like including water and electricity.

- 6]** 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, Local Body Tax [LBT], 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 Builder/Promoter then reimbursed by the Purchaser /s. The Purchaser/s hereby indemnifies the Builder/Promoter from all such levies, cost and consequences. The parties hereto understand that there is some obscurity relating to the payment of the Service Tax / Value Added Tax [VAT] related to the transaction in this Agreement. It is, however, agreed that the liability and responsibility to pay such Service Tax /VAT, LBT, penalties and interest thereon etc shall solely be on the Purchaser/s. Further the Tax Deductible at Source shall also be paid by the Purchaser. The Builder/ Promoter shall not be liable and/or responsible for payment thereof. In the event, however, if the Builder/ Promoter is constrained to pay any such amount, the Purchaser/s shall be liable to reimburse the same to the Builder/ Promoter together with penalty [if any] and interest from the date of payment by the Builder/Promoter. It is agreed that the Builder/Promoter shall have the right to claim such amount along with the 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 /Flats in favour of the Builder/Promoter against the amount payable by the Purchaser/s to the Builder/ Promoter towards the Service Tax /VAT and /or any other tax, duty, charge, premium, levies, cess, surcharge, penalties, etc regarding to this transaction. Further the Flat Purchaser/s has /have agreed that they are liable to pay the TDS amount upon execution of this Agreement.

- 7]** The Purchaser/s agrees to pay the Builder/Promoter interest at 21% p.a. on all amounts which becomes due and payable by the Purchaser/s to the Builder/ Promoter under the terms of this Agreement from the date of said amount is payable by the Purchaser/s to the Builder/Promoter. Further Purchaser/s shall strictly observe payment schedule and Purchaser/s will be punctual in payment. Further, Purchaser/s shall indemnify the builder/Promoter by furnishing Indemnity Bond on appropriate Stamp paper in this regards. The Builder/Promoter shall have first and permanent lien and charge upon the Said Flat and the right, title and interest of the Purchaser/s therein for all moneys due and payable by the Purchaser/s to the Builder/ Promoter under this agreement.
- 8]** On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Builder/Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoing) and on the Flats Purchaser/s committing breach of any of the terms and conditions herein, contained, the Builder/Promoter shall be entitled at his own option to terminate this agreement provided always that the power of termination herein-above contained shall not be exercised by the Builder/Promoter unless and until the Builder/ Promoter shall have given to the Purchaser/s fifteen days prior notice in writing of his intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement. Immediately upon expiry of 15 days of issuing the notice of termination, the Builder/ Promoter shall have liberty to sale this Flats to any person of his choice and as per his discretion. Provided further that upon the termination of this agreement as aforesaid, the Builder/Promoter

shall refund to the Purchaser/s the installments of sale price of the Purchaser/s out of the sale proceed of such subsequent sale and as per the amount received as part payment or in stages from the sale of the said Flat as the case may be.

PROVIDED FURTHER that upon the termination of the Agreement as aforesaid, the Builder/ Promoter shall be entitled to forfeit the earnest money of Rs. 1,00,000/- (Rs..One Lac Only) and refund to the Purchaser/s the other installments of purchase price of the said /Flat which may till then have been paid by the Purchaser/s to the Builder/Promoter but the Builder/ Promoter shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon termination of this Agreement and refund of the aforesaid amount by the Builder/ Promoter.

- 9] The fixtures, fittings and amenities to be provided by the Builder/Promoter in the said Flats are those are set out in Annexure 'D' annexed hereto.
- 10] The Builder/Promoter shall give possession of the said Flats to the Flats Purchaser/s from **24 months** from the date of Agreement which shall be extended mutually till **06 months**, if any delay occurs. If the Builder / Promoter fails or neglects to give possession of the Flat to the Flat Purchaser/s on account of reasons beyond his control and of his agents as per the provisions of section 8 of Maharashtra Ownership Flat Act, 1963 by the aforesaid date or the date or dates prescribed in section 8 of the said Act, then the Builder/ Promoter shall be liable on demand to refund to the Flats Purchaser/s the amounts already received by him in respect of the Flat with simple interest at 9 percent p.a. from the date the Builder/Promoter received the sum, till the date the amounts and interest

thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Builder/ Promoter to the Flat Purchaser/s they shall, subject to prior encumbrances if any, be a charge on the said land as well as the construction or building in which the Flat are situated or were to be situated.

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

- a. Non-availability or shortage of steel, cement, other building material, water, electric supply; shortage of workers.
- b. War, Civil commotion or Act of God;
- c. Any notice, order, rule, notification of the Government and/ or Public or Competent Authority.
- d. Stay passed by any Competent Court or Law or any Competent Authority.
- e. Any change or amendment in any law, rule or notification of the Government or Public Competent Authority.
- f. Delay in any grant of NOC permission / License installation of service such as electric connection meters / water connection/ road without any default on the part of Builder/ Promoter by Pune Municipal Corporation or any Competent Authority.

Or any other reason or cause which is beyond the control of Builder/ Promoter

NOTE: The Provisions of this proviso are not mandatory but negotiable.

- 12]** The Builder/Promoter do hereby by precisely declare that they shall be forming Legal Organization of Association of Apartment or Premises Co-operative Society as contemplated under the provisions of Maharashtra Apartment Ownership Act, 1970 or Maharashtra Co-operative Societies Act, 1960. The Purchaser/s along with other Purchaser/s of Flat in the building shall join in forming Association of Apartments or Premises Co-operative Society and the said legal entity shall be decided by the Builder/Promoter and after that the Builder/ Promoter shall from time to time send documents, papers of the formation and registration of said legal entity i.e. Condominium of Apartment or Premises Co-operative Society and the Purchaser/s herein shall sign all the papers, documents for forming Association of Apartment or Premises Co-operative Society. No objection shall be taken by the Purchaser/s, if any change or modifications are made in draft bye-laws of Association of Apartment or Premises Co-operative Society as may be required by concerned registrar. Further, it is expressly admitted by the Purchaser/s that the choice of the formation of the organization of Purchaser/s i.e. Association of Apartment or Premises Co-operative Society shall be that of the Builder/Promoter alone and same is binding on Flat Purchaser/s and the Purchaser/s shall observe rules and regulations of said Association of Apartment or Premises Co-operative Society as the case may be.
- 13]** The Builder/Promoter shall complete the construction of entire site as agreed Further the Builder/Promoter shall obtain Completion Certificate from the local authority and then subsequently shall form Association of Apartment by executing required Deed of Declaration or Premises Co-operative Society by Registering the same with concerned authority and after forming the legal entity and after fulfilling requirement of local authority, the Builder/Promoter shall prepare the Apartment Deed Draft of individual Flat or Conveyance Deed in favour of Registered Premises

Co-operative Society. Further Purchaser/s shall always be co-operative in the matter of execution of Deed of Apartment or Conveyance Deed. The Apartment Deed or Conveyance Deed as the case may be shall be done in favour of Association of Apartment or Premises Co-operative Society after completing construction of the entire scheme, fulfilling other obligations and after receiving all the monies due to the Builder/Promoter from all the Purchaser/s of the Flats in the Scheme. If such Apartment Deed or Conveyance Deed is delayed due to any factor or problem Purchaser/s or Society will not complaint about the same and this fact is explained by the Builder/Promoter to the Purchaser/s and the Purchaser/s has/have accepted the same.

- 14]** The Builder/Promoter herein acknowledges that the Builder/Promoter herein shall maintain the Said Property entirely at the expenses of the Builder/Promoter until the Builder/Promoter forms Association of Apartment or Registered Premises Co-operative Society. It is further made clear by the Builder/Promoter that the Builder/ Promoter shall not hand over the Said Land in favour of the residents of the Said Building unless and until the Completion Certificate is not obtained from the concerned authorities and the same is acknowledged by the Purchaser/s herein and the Purchaser/s shall not demand for the formation of Association of Apartment or Registered Premises Co-operative Society unless and until Completion Certificate is obtained by the Builder/Promoter.

IT IS FURTHER MADE CLEAR by the Builder/Promoter that the Flat Purchaser/s shall be liable to pay the maintenance charges to the Association of Apartment or Registered Premises Co-operative Society, whatever the case may be, after its due formation and shall not ask the Builder/Promoter to reimburse or refund it and the Builder/ Promoter shall not be responsible to maintain the same.

- 15] The Purchaser/s shall, when so demanded by the Builder/Promoter, pay security deposit for the due payment by the Purchaser/s of his/her/their proportionate share in the taxes, outgoing and expenses payable by the Purchaser/s as provided herein. The said deposit will not carry any interest and will remain with the Builder/ Promoter until the said Property with the Buildings thereon are assigned or transferred to the individual Purchaser/s or Society whereupon the Builder/Promoter shall pay over the said deposit to such Condominium or Premises Co-operative Society after deducting there from amounts, if any, due from the Purchaser/s to the Builder/Promoter and the proportionate part as may be determined by the Builder/Promoter of any deposit or deposits kept by the Builder/ Promoter with the Government, PMC, Statutory or local body or authority in connection with the said Property and the structure/s standing thereon, which deposit or deposits or a proportionate part thereof as the case may be shall be transferred to such Condominium or Premises Co-operative Society in due course.
- 16] As is mentioned hereinabove, the Purchaser/s prior to the execution hereof has/have perused all the documents under which the Builder/ Promoter is entitled to develop Said Land and to dispose of the Flat units constructed therein in the course of such development of the Said Land and all the orders, permissions and/or sanctions granted by the diverse authorities for such development of the Said Land.
- 17] If the Flat Purchaser/s resale's the said Flat purchased by him by way of registered Agreement to Sale before execution of Deed of Declaration or formation of Premises Co-operative Society, then the same shall not be done without the written permission of the Builder/Promoter and under such circumstances, the original Flat Purchaser shall be liable to pay transfer fee to the Builder/Promoter, which will be decided at the time of sale and in any condition the resale will not be done before clearing total dues, if any.

18] The Flat Purchaser/s shall on or before delivery of possession of the said premises, pay to the Builder/ Promoter for following works –

a)	For meeting Legal Expenses For Share Money, Application Entrance Fee of the Association of Apartment or Premises Co-operative Society	60,000/-
b)	for MSEDCL Meter Charges	1,00,000/-
c)	against VAT Tax at 1%	
d)	against service Tax at 4.5%	
	Total	

19] The Purchaser/s hereby expressly acknowledge and admit that some units in the said scheme may not be sold at the time even after completion of construction or issuance of completion certificate by PMC in which case the Builder/ Promoter shall have the privilege and right to sell/allot such unit/s to any person/s as per its discretion any time in future. The Purchaser/s shall always extend requisite co-operation to the Builder/Promoter for giving membership of the Condominium or Premises Co-operative Society as the case may be as is hereby envisaged to such a new Purchaser/s and such membership will be given by accepting only Membership Fee and no other consideration. Since the Builder/Promoter is holding those unsold Flat with intention to sell out the same to intending purchasers, the Builder/Promoter shall not be liable to pay any maintenance charges to the Condominium or Society, and it is only the new purchasers of the unsold Flats who shall be liable to pay the maintenance charges after purchase of the their respective Flat The Purchaser/s has/have agreed to such an arrangement and he/she/they shall scrupulously follow the same forever. This condition shall also be binding on Purchaser/s and the Condominium or Premises Co-operative Society.

20] 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 Department 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 Pune Municipal Corporation and the Purchaser pays all dues, advances, deposits etc, payable under this Agreement in respect of the said Flat to the Builder/Promoter and has signed the possession documents, bonds, receipts etc. After receipt of the Completion Certificate from Pune Municipal Corporation, the Builder/Promoter shall be absolved from or any liability in case any addition and / or alteration to the Shop/Flats/ 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 / Condominium/Society and any event of force majeure and any act of God.

21] The Flat Purchaser/s shall take possession of the said within 15 days of the Builder/Promoter giving written notice to the Flat Purchaser/s intimating that the said Flat is ready for use and occupation.

PROVIDED THAT if, within a period of 1 year, from the date of handing over the said Flat to the Flat Purchaser/s, the Flat Purchaser/s brings to the notice of the Builder / Promoter any defect in the said Flat or the building in which the Flat is situated or the material used therein or any unauthorized change in the construction of the said building, then, wherever possible such defects or unauthorized changes, then the Flat Purchaser/s shall be entitled to receive from the Builder/Promoter reasonable compensation for such defect or change. The word defect herein stated shall mean manufacturing defects caused on account

willful neglect of the Builder/Promoter. The defect caused by normal wear and tear, abnormal fluctuation in temperature, heavy rain, defect caused due to specific instructions of the Flat Purchaser/s for additions/alterations shall not be constituted as defect.

ROVIDED, 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 date of possession or from the date on which the Builder/ Promoter has given the necessary intimation under this clause, whichever is earlier.

PROVIDED further that the Flat 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 Flat Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any or the erection 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 Builder/Promoter, the defect liability automatically shall become void. Further the Purchaser/s shall be liable to pay damages, if any, to the Owner/s of the user of the Flat below or adjacent.

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

23] Commencing a week after notice in writing is given by the Builder/Promoter to the Flat Purchaser/s that the Flat is ready for the use and occupation, the Flat Purchaser/s shall be liable to bear and pay from the date of Completion Certificate or date of possession of his Flat the proportionate share [i.e. in proportion to the Floor area of the Flat or

in lump-sum monthly amount] of outgoings in respect of the Said Plots 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 clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental of the Management and maintenance of the Said Land and Building/s. For meeting the said expenses regularly the Purchaser/s shall keep with the Builder / Promoter initial deposit of **Rs. /- (Rs. Only)** which deposit or residue thereof shall be transferred by the Builder/Promoter to the Association of Apartment or Society to be formed in future. The Purchaser/s over and above the said shall also be liable to pay monthly charges towards maintenance as may be determined by the Builder/Promoter and /or thereafter by the Association of Apartment or Society. The Purchaser shall pay the said deposit amount before delivery of possession of the said Flat. The Purchaser/s shall not be entitled to demand any interest on the said deposit. The Association of Apartment or Society shall, after receipt of the said deposit from the Builder/Promoter, invest the amount in any Bank of Government Security and utilize the interest thereof for meeting the said expenses falling to the share of the Purchaser/s. After deducting the expenses for the aforesaid purposes, the remaining balance, if any, shall be held by the Association of Apartment or Society and credited to the suspense account of the Association of the Apartment or Society and if any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the Flat Purchaser/s to the Association or Society as and when called upon to do so. In the latter event Association of Apartment or Society shall be entitled to ask for increment in the deposit amount. In the event of transfer of the Flat by the Purchaser [with prior permission of the Builder/Promoter or Association of Apartment or Society as the case may be] the said deposit shall not be liable to be refunded but will be transferred in the name of the new

transferee. The Purchaser/s or persons claiming through him / her shall not be entitled to create any encumbrances or charge on the said deposit and the same shall not be non-refundable.

24] The Flat Purchaser/s shall use the said Flat or any part thereof or permit the same to be used only for the purpose of the shops or Flat as the case may be and not for residential purpose. He shall use the garage or parking space, if any, only for purpose of for keeping or parking the Flat Purchaser/s own vehicle.

25] The Purchaser/s is/are aware that depending upon various promises and assurances given by the Flat Purchaser/s, the Builder/Promoter has incurred and shall incur the expenditure and will make commitments to third parties and therefore in the event of Cancellation of the Agreement by the Purchaser/s for any reason whatsoever, the Builder/Promoter in addition and without prejudice to 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/s for any reason whatsoever, the Builder/Promoter shall be entitled to retain, withhold and forfeit a minimum amount of Rs. 1,00,000/- (Rs. One Lac Only) from and out of the amount so far then paid by the Flat Purchaser/s to the Builder/Promoter and the Builder/ Promoter shall be liable to repay only the balance amount [if any] from the amount received by the Builder/Promoter on resale of the Said Flat. In this case reduction in price of the Flat shall be considered as damages/loss of the Builder/ Promoter in addition to other loss and expenses.

26] If the Flat Purchaser/s cancels the said Flat purchased by him /them by way of Agreement to Sale is then under such circumstances, the Flat Purchaser/s shall be liable to pay Rs 1,00,000/- (Rs. One Lac Only) to

the Builder/Promoter as compensation for cancellation of the said Flat and if the Flat Purchaser/s cancels the said Flat booked by him by paying some earnest money or booking charges but before Agreement to Sale is duly made and executed and registered, then under such circumstances, the Flat Purchaser/s shall be liable to pay Rs. 1,00,000/- (Rs. One Lac Only) to the Builder/ Promoter as compensation for cancellation of the said Flat and the actual amount for extra items and changes executed on the request of the Flat Purchaser/s.

- 27]** If the Flat Purchaser/s resale's the said Flat purchased by him by way of registered Agreement to Sale, then the same shall not be done without the written permission of the Builder/Promoter and under such circumstances, the original Flat Purchaser shall be liable to pay transfer fee to the Builder/Promoter, which will be decided at the time of sale and in any condition the resale will not be done before clearing total dues, if any.
- 28]** The Flat Purchaser/s or himself/herself/themselves with intention to bring all persons into whosoever hands the said Flat may come, doth hereby covenant with the Builder/Promoter as follows:
- a. To maintain the Flat at Flat Purchaser's costs in good tenantable repair and condition from the date of possession of said Flat is taken and shall not do or suffered to be done anything in or to the buildings or to the staircase or to passage which may be against the rules, regulations or bye-laws of Pune Municipal Corporation or any other authority or changes / alter or make an addition into the said buildings in which the said Flat is situated and the said Flat itself or any part thereof.
 - b. Not to store in the said Flat any goods which are hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said building in which the said Flat is situated or storing

- of which goods are objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage upper floors or likely to damage the staircases, common passages or any other structure of the said building in which the said Flat is situated including entrance of the building, in which the Flat is situated and in case any damage is caused to the said building in which the Flat is situated or the Flat on account of negligence or default of the Flat Purchaser/s, in this behalf the Flat Purchaser/s shall be liable for the consequences of the breach.
- c. To carry at his own costs all internal repairs to the said Flat in the and maintain the Flat in the same conditions, state and order in which it was delivered by the Builder/Promoter to the Flat Purchaser/s and shall not do or suffer to be done anything in or to the said building in which the said Flat is situated or the said Flat which may be given the rules, regulations and bye-laws of the concern local and other public authority, and in the event of the Flat Purchaser/s committing any Act in contravention of the above provisions, the Flat Purchaser/s shall be responsible and liable for the consequences thereof to the concern local authority and or other Public Authority.
- d. Not to demolish or cause to be demolished the said Flat or any part thereof, not at any time make or cause to be made any addition of alteration of whatsoever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the said building in which the said Flat is situated and shall keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereto in good tenantable repair and conditions and in particulars, so as to support shelter and protect the other minor damage to columns, beams, walls, slabs or R.C.C pardis or other structural members in the said Flat without prior written permission of the Builder/ Promoter.

- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the said Flat is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- f. Not to throw dirt, rubbish, rags, garbage or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the said buildings in which the said Flat is situated.
- g. Pay to the Builder/Promoter within 15 days of demand by the Builder/Promoter his/her share of security deposit and demanded by concerned local authority or Government or giving water, electricity or any other service connection to the said building in which the said Flat is situated.
- h. To bear and pay increase in local taxes, water charges, insurance, service tax and such levies, if any, which are imposed by Government Authority or concerned local authority and/or any other public Authority, an account of changes of use of the said the said Flat by the Purchaser/s.
- I. The Flat Purchaser/s shall not let, sublet, transfer, assign or part with his interest or benefit factor of this agreement part with the possession of the said Flat until all the dues payable by Purchaser/s to the Builder/Promoter under this Agreement are fully paid and if the Flat Purchaser/s had not been held guilty of breach of or non-observance of any of the terms and conditions of this agreement and nor shall the same in any manner prejudice the right of Builder/Promoter, until the Flat Purchaser/s has intimated in writing to the Builder/Promoter.
- j. The Flat Purchaser/s shall observe and perform all the rules and regulations which the organization may adopt at its inception and the addition alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and said Flat

therein for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and/or Government and other Public Bodies. The Flat Purchaser/s shall also observe and perform all the stipulations laid down by the said Society/Apartment regarding the occupation and use of the Flat in the building/s and shall pay regularly and punctually, towards the taxes, expenses or other out goings in accordance with the terms of this agreement.

1. The Builder/Promoter will be applying to the concerned authorities for giving separate water and electricity connection and if there is any delay from concerned authority to provide water connection and electricity connection and its meters to the respective Flat Purchasers no fault at the Builder/ Promoter side and under such circumstances, if the Builder/ Promoter provide the water connection and electric connection to any Flat Purchaser/s from the Builder/ Promoter water and electric connection or from some temporary arrangement and if there is any improper supply of water or electricity, then Builder / Promoter shall not be held responsible for the same and the Purchaser/s hereby consents for any temporary arrangements that may be made in the interim period. Further the respective Flat Purchaser/s to whom such connections are provided shall pay the charges at pro-rata basis for usage of the said facilities to the Builder/Promoter within 15 days from demand to pay by the Builder/ Promoter to the respective Flat Purchasers. If the said Flat Purchaser/s does not pay the said charges, then the Builder/Promoter shall be entitled to deduct any dues of such proportionate or entire charges payable by the Flat Purchaser/s for the above from the proposed Society /Apartment Deposit Maintenance or MSEDCL Deposit Account for which the Flat Purchaser/s hereby gives unconditional consent.

29] The Purchaser/s hereby agrees that till the reins of the proposed buildings of the scheme is handed over to all Flat Purchaser/s

participating in the scheme; the Builder/ Promoter shall be responsible to look after day to day maintenance of the Buildings to be constructed on the Said Land. The Purchaser/s hereby agrees to authorize the Builder/Promoter to act as a Chief Promoter/ designated authority of the scheme, open bank account in the name of the scheme and operate the same through nominees in capacity of chief promoter/designated authority, to demand and receive amount of contribution from all Flat Purchaser/s including Purchaser/s herein for a period of six months from now and also for such further period thereafter till the entire charge of maintenance activities of the said Project is handed over to the Flat Purchaser/s, deposit the contribution amount in the bank account, to spend and apply the amount so collected from the Flat Purchaser/s for maintenance, housekeeping and essential common utilities and such other purposes the Builder/Promoter think proper from time to time, to keep accounts of the amounts spent for maintenance, to carry on all above activities even after lapse of six months from now till Builder/Promoter hand over entire charge of maintenance of the said property/ies to the Flat Purchaser/s. The Purchaser/s hereby agrees to pay the Builder/Promoter on demand additional amount payable of contribution after lapse of said six months till the Builder/Promoter hand over the entire charge of the said project to the Flat Purchaser/s.

- 30]** For the purpose of this transaction the Builder/Promoter has relied on the representations of the Purchaser that the amount of consideration in respect of the said Flat payable by the Purchaser to the Builder / Promoter or portion thereof is not originated from any proceeds of crime as envisaged under the provisions of Prevention of Money-Laundering Act, 2002 amended up-to-date, and rules there under.
- 31]** The Flat Purchaser/s hereby expressly acknowledge and admit that some units in the said scheme may not be sold/allotted at the time even after completion of the construction or issuance of Completion Certificate by

Pune Municipal Corporation in which case the Builder/Promoter shall have the privilege and right to sell/allot such unit/s to any person/s as per its discretion any time in future. The Purchaser/s shall always extend requisite co-operation to the Builder/Promoter for giving membership of the envisaged to such a new Purchasers/or allottee/s and such membership will be given by accepting only Share Money Fee and no other consideration. The Purchaser/s has/ have agreed to such an arrangement and he/she/they shall scrupulously follow the same forever. This condition shall also be binding on Purchaser/s and the Condominium.

- 32]** The Builder/Promoter has specifically stated that the top terrace of the building shall be retained by the Builder/Promoter and shall be in exclusive possession of the Builder/Promoter and the Builder/Promoter shall be at liberty to put or erect any Advertising Hoardings or any Mobile Towers without any consent from the Purchaser/s and the Purchaser/s have understood the said clause and do hereby undertake not to raise any objection in future or raise any dispute in any Court of Law or any Forum or any Authority.
- 33]** The Builder/Promoter as far as possible shall maintain the separate account in respect of sums received by the Builder/Promoter from the Flat Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the said organization or towards the outgoings, legal charges and shall utilize the amounts only for the purpose for which they have been received.
- 34]** Any delay tolerated or indulgence shown by the Builder/Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser/s by the Builder/Promoter shall not be construed as waiver on the part of the Builder/Promoter of any breach of

non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser/s nor shall the same in any manner prejudice the rights of the Builder/Promoter.

35] The Purchaser/s and the Builder/Promoter shall present this Agreement to proper Registration Flat for registering the document as prescribed under Indian Registration Act. The Builder/Promoter shall offer necessary guidance to the Purchaser/s for the Registration. All expenses i.e. Registration Expenses as well as stamp duty will have to be borne by the Purchaser/s and the Builder/Promoter liability shall be restricted to admit execution of this document after due notice received from the Purchaser/s.

36] All notices to be served on the Flat Purchaser/s contemplated by this agreement shall be deemed to have duly served if sent to the Flat Purchaser/s by Registered A.D./Under Certificate of Posting at his address specified below -

address at 250, near Bank of Maharashtra, Wagh nagar, Kondhwa Bk.,
Pune 411048

37] IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the space in front of or adjacent to the Flat, if any, in the said building, of any shall belong exclusively to the respective Purchaser/s of the Flat and such spaces are intended for the exclusive use of the respective Purchaser/s. The said space shall not be enclosed by the Flat Purchaser/s till the permission in writing is obtained from the concerned local authority and the Builder/Promoter as the case may be.

38] IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE

PARTIES HERETO that the space in front of or adjacent to the Flat in the said building shall belong exclusively to the Builder / Promoter or respective Purchaser/s of the Flat /units if so allotted by the Builder/Promoter and such spaces are intended for the exclusive use of the respective Flat/unit Purchasers. The said space shall not be enclosed by the Flats unit Purchaser till the permission in writing is obtained from the concerned local authority and the Builder/Promoter or the Association of Apartment or Premises Co-operative Society as the case may be.

39] 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 The Purchaser/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies and staircase, terraces, recreations, spaces etc. which will remain the Land of the Builder/Promoter until the Said Land and Building is transferred to individual Apartment Holders by executing Deed of Apartment or by way of Conveyance Deed in favour of Society as herein before mentioned. Further Purchaser/s admits that Builder/Promoter has/have every right to allot or allow Purchaser/s to use any car parking, gardens, terraces etc as facility exclusively and in that situation remaining Purchaser/s will not object or raise any dispute about the same.

40] The Purchaser/s have hereby irrevocably authorized and empowered the Builder/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 any manner making the Purchasers liable for any costs or affecting their / his / her interest. It is made clear that no other specific permission /

authority is required from the Purchaser for this purpose. The Purchasers hereby irrevocably authorizes and empowers the Builder/Promoter to represent them before the concern authorities in all matters regarding the property tax, assessment and re-assessment and the decisions taken by the Builder/Promoter in this regard shall be binding on the Purchasers. The Builder/Promoter shall represent the Purchasers to do all the necessary things in all the department of the Pune Municipal Corporations, Collector, Government, Semi-Government, MSEDCL etc and the same shall stand ratified and confirmed by the Purchasers herein. If for any reason the Builder / Promoter require Purchasers personal representations in the form of signature then the Purchasers shall sign the same and shall not withhold the same for any reason whatsoever.

- 41]** This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flat Act (Regulation of the promotion of construction, sale, management and transfer) Act, 1963 and the Rules made there under.
- 42]** The Purchaser/s is aware of a fact that the Flat price mentioned in clause No. 2 in this agreement is without taking into consideration of any type of taxes and duties payable to Government present and in future. The Purchaser/s agree to pay taxes payable, leviable under provisions of Act, Rules of Maharashtra Sales Tax on Transfer of Property in goods in Execution of Works Contract Act, Service Tax and/or any other taxes duties etc. payable under Central, State, Local, Self, Government or Pune Municipal Corporation Acts, rules or any other local authority which is time being in force.
- 43]** The Transaction covered by this contract at present is understood to be liable to tax under the Sales Tax, Service Tax, Value Added Tax, Local

Body Tax and Works contracts Act etc. Further by reasons of any Judgment of Court of law or amendment to the Constitution or enactment or amendment of any other Central or State Laws at present in force or under law(s) that may come in force in future, the aforesaid transaction is held liable to tax as a sell or otherwise, either wholly or in part any inputs or material or equipments used or supplied in execution or in connection with this transaction other than the present taxes, such tax(es) shall be payable by the Purchaser/s on demand at any time without rendering the Builder/Promoter liable in this behalf in any manner whatsoever. In such an event the Builder/Promoter shall have right to collect, such tax(es) by the Purchaser/s. In brief, any such type of Tax (es) becomes liable on the transaction the Purchaser/s alone shall be liable to pay the same.

- 44]** The Builder/Promoter shall not be responsible for the consequences arising out of change in law or change in Municipal and other law, rules, regulations etc.
- 45]** If the Purchaser/s is purchasing the said Flat from the Builder/Promoter for investment purpose, then Purchaser/s shall be entitled to sell the said Flat to any person of his/her choice, even during construction stage of the said Flat and the Builder/Promoter shall issue in his/their favor necessary No Objection Certificate to that effect and also shall co-operate the Purchaser/s in that regard, provided i) the Purchaser/s pays entire consideration amount to the Builder/Promoter before so selling the said Shop/s/Flats, ii) the Purchaser/s pays to the Builder Promoter transfer charges solely determined by the Builder/Promoter and iii) the subsequent purchaser of the said Flat absolutely consents to abide by all the terms and condition of this Agreement for all purposes and unconditionally agrees to stand in the shoes of the Purchaser. If the

Purchaser/s transfers/assigns the said Flat in favour of the subsequent Purchaser/s within a period of one year from this Agreement the Purchaser/s subsequent Purchaser/s will be entitled to applicable discount by way of adjustment in the stamp duty payable on the transaction, subject to prevailing provisions of the Maharashtra Stamp Act, 1958.

46] In case the said Flat is under construction and the Purchaser/s desires to carry out finishing /interior work i.e. flooring, tiling, plumbing, plastering, coloring, electrical, fabrication and/or any furniture work in the said Flat as per his choice, then the Purchaser/s shall do so at his/her own cost and risk. The Purchaser/s hereby undertakes that:-

- a) The finishing /interior work shall be carried out in day time only without causing nuisance and inconvenience of whatsoever nature to other Flat purchasers of the other Flat and their family members.
- b) The Purchaser/s and/or his workers / labours / contractors do not throw dirt, rubbish , garbage , debris or any other refuse or permit the same to be thrown from the said Flat in the compound of the building in which the said Flat is situated.
- c) The debris is dumped at the earmarked place pointed out by the Builder / Promoter or by its engineer or chairman / secretary of the Condominium proposed to be registered on the Said Land.
- d) The debris is disposed off immediately from the site.
- e) The sanitary rooms, installations i.e. bathrooms, W.C., drainage pipes, water outlets, nalni traps of the said Shop/s/Flats, common toilets provided in the building in which the said Flat is situated are not misused and/or damaged by the workers engaged by the Purchaser/s.

- f) The Purchaser/s and/or his workers / labours / contractors etc do not use elevators for carrying material i.e. sand bags, cement bags, wooden boards, planks, sheets, tiles or any heavy packages etc. to the upper floors and damage the elevators and cause inconvenience to other Flat purchasers of the Apartment or Society.
- g) Water taps are closed and electrical switches are switched off after days work.
- h) Electricity required for carrying out finishing work/interior work is not used from common electricity meter.
- i) Water required for civil work is not used from the underground/overhead water tank and /or corporation tap.
- j) In the event of any part of the said building such as walls, common passages, flooring, lift, staircase, electrical fittings, railings, entrance gate etc. getting damaged in any manner and to any extent whatsoever on account of negligence or default of the workers engaged by the Purchaser/s, the Purchaser/s shall be liable to pay damages and to reinstate such part of the building entirely at his/her own cost and consequences. While deciding the amount of damages caused to the building or any of its part, the decision of the Builder/Promoter shall be final and binding on the Purchaser/s.
- k) In case of occurrence of any accident while carrying out finishing/interior of the said Flat the Purchaser/s shall be solely liable for the cost and consequences. The Purchaser/s shall indemnify the Builder/Promoter and keep them indemnified till the Purchaser finished his said interior work / furniture work, against all damages, disputes, claims and losses arising out of the said interior work / furniture work.

47] The Purchaser/s has willingly participated in the scheme of the Builder/Promoter and Purchaser/s shall pay the Builder/Promoter the

agreed consideration and other deposits or outgoings punctually and diligently. Purchaser/s hereby indemnifies the Builder/Promoter from all losses that may be incurred by the Builder/Promoter on account of such non/delayed payment and Purchaser/s hereby indemnify to keep the Builder/ Promoter harmless and free from such losses.

- 48]** The Property is situated at Kondhwa Budruk, Pune and as per ready reckoned prescribed rate is Rs. **46,600/-** per Sq.mtrs for Flat and Flat area is **Sq.mtrs** carpet and as per said market rate, market value comes to **Rs. /-** and agreed value is **Rs. /-** Therefore for this document stamp of Rs. /- is paid herewith.
- 49]** The Purchaser/s and/or the Condominium or the Society to be formed as envisaged under this Agreement, shall follow and comply *inter alia* all rules, regulations, conditions, etc. imposed by all the laws, statutes, boards and policies, inter alia such as i) Water (Prevention and Control of Pollution) Act 1974, ii) Air (Prevention and Control of Pollution) Act 1981, iii) Environment (Prevention and Control of Pollution) Act 1986, iv) H.W. (M & H) Rules, v) Maharashtra Pollution Control Board, vi) Public Liability (Insurance) Act, 1991, vii) Maharashtra Regional and Town Planning Act, 1966, viii) Maharashtra Land Revenue Code ix] DC Rules, and all concerned laws applicable for time being in force etc. and notifications, circulars there under, published by concerned government authorities /departments.
- 50]** Any deduction of an amount made by the Purchaser/s on account Tax Deducted at Source (TDS), as may be required under the present Income Tax Act, 1961, under section 194 IA, read together with the Income Tax Rules, 1962, as per present prevailing law or such other Acts that may be introduced or substituted for the Income Tax Act, 1961 whether called the Direct Tax code or by such other name, to govern the deduction and payment of the TDS in respect of purchase of Immoveable property, while making any payment to the Developer

under this Agreement shall be acknowledged /credited by the Builder/ Promoter to the account of the Purchaser/s, only upon purchaser/s submitting the Original certificate, evidencing deduction and payment of such tax deducted at source as may be prescribed by the Law and rules governing the deduction of TDS, presently Income Tax Act, 1961 and the Income Tax Rules, 1962. Further such credit shall be subject to, confirmation of the amount so deducted reflecting in the TDS/Tax credit account of the developer, presently reflected in form 26 AS as prescribed under the present prevailing laws or such other forms/certificates that may be prescribed in future to acknowledge credit of taxes paid or deducted on behalf of the developer on the website of the Income tax Department or of any agency so appointed by the Income tax department or relevant authorities as the case may be to manage, govern or regulate the collection and deduction of Income tax. Provided further that at the time of handing over the possession of the Flats/shop etc, if any such certificate(s) has not been produced or submitted by the purchaser to the developer, the purchaser shall pay/deposit an equivalent amount as interest free deposit with the Builder/Promoter, which deposit shall be refunded by the Builder/Promoter on the purchaser producing such certificate(s) within 4 months of taking possession of unit Flat etc. Provided further that in case the purchaser/s fails to produce such certificate(s) within the stipulated period of the 4 months, the Builder/ Promoter shall be entitled to appropriate the said Deposit against the sum(s)/ dues receivable from the Purchaser/s.

- 51]** It is agreed by and between the parties herein that the provisions of Arbitration and Conciliation Act, 1996 are applicable to these presents and in the event of any disputes between the parties or their legal representatives about the interpretation of this Agreement or their respective rights and liabilities there under or any matter whatsoever, the same shall be referred to two arbitrators one to be appointed by the

First party and other to be appointed by the Second Party and the decisions of such Arbitrators shall be binding on both the parties. In the event of conflict of decision between the arbitrators, the matter will be referred for settlement to an umpire to be appointed by consent of both the Arbitrators whose decisions shall be binding on both the parties.

SCHEDULE I

DESCRIPTION OF THE LARGER LAND

THAT PIECE AND PARCEL of the Land bearing Survey No.25, Hissa No.1/3 (old Survey No.13, Hissa No.1/3), admeasuring total Land admeasuring 1H 13.93 Aars, situated at Mouje Kondhwa Budruk, Taluka Haveli, District Pune and within the limits of Sub – Registration Haveli and within the limits of Pune Municipal Corporation.

SCHEDULED II

DESCRIPTION OF THE SUBJECT LAND

ALL THAT PIECE AND PARCEL of the Land bearing Survey No.25, Hissa No.1/3 [old Survey No.13, Hissa No.1/3], admeasuring 92 Aars i.e. 9200 Sq.mtrs out of total Land admeasuring 1H 13.93 Aars, situated at Mouje Kondhwa Budruk, Taluka Haveli, District Pune and within the limits of Sub – Registration Haveli and within the limits of Pune Municipal Corporation and which is bounded as under:-

ON OR TOWARDS THE EAST :- By Shri. Ashok Sav's property.

ON OR TOWARDS THE SOUTH :- By 24 Meter DP Road and
Shri.Laxman Maral's property.

ON OR TOWARDS THE WEST :- By 40 Meter DP Road.

ON OR TOWARDS THE NORTH :- By Pushpa Steel's property

ANNEXURE 'A'

Copy of 7/12 Extract or Property Card, showing nature of the title of the Builder / Promoter and the Consenting Party, to the said land is separately given to the Purchaser/s as he/ she/ they acknowledged the same as Exhibit 'A'.

ANNEXURE 'B'

Copy of the plans will be separately given to the Flat/ Purchaser/ s. as he/ she/ they acknowledged the same as Exhibit 'B'.

ANNEXURE 'C'

Flat bearing No on the **Floor total area Sq.ft. i.e. Sq.mtrs Carpet area + attached Terrace Sq Ft i.e. Sq Mtrs i.e. in the Wing "A" and on First Floor One Covered Car Parking No.** in the project which is known as "**NIRMAANN ESTRELLAA**".

RECEIPT

RECEIVED of and from the purchaser/s above named the sum of **Rs. /-** (**Rupees Only**) as part payment of consideration including the earnest money deposit paid by the Purchaser/s to the Promoter/Developer.

I SAY RECEIVED

PROMOTER/DEVELOPER

ANNEXURE 'D'

SCHEDULE OF SPECIFICATIONS, FIXTURES AND FITTINGS INTERNAL AMENITIES

➤ **R.C.C.:**

- Framed structure of superior quality. Designed for earth quake safety.
- Minimal offsets of beams and columns in room.
- Lintel less structure, with beams upto lintel toilet earth quake protection.

➤ **MASONRY [Brick Work]:**

- High quality and eco friendly A.A.C [Siporex] 6" & 8" thick bricks [reduces overall weight and increases safety].
- Cooler homes compared to red and cement bricks.

➤ **PLASTER:**

External: Sand faced plaster.

- Finish with leak proof treatment/texture.

Internal: Smooth finish gypsum/POP plaster.

➤ **FLOORING:**

- 2'x2' vitrified tiles for living room and kitchen.
- Anti skid tiles for terrace and bathrooms.
- 2'x2' wood finish/vitrified tiles for bedroom.

➤ **PLUMBING:**

- Concealed plumbing.
- Premium quality Jaquar/equivalent C.P. fittings.

➤ **PAINTING:**

External: Elegant emulsion paint.

Internal: Elegant emulsion paint.

➤ **ELECTRICAL FITTINGS:**

- Branded concealed copper wiring.
- Premium modular switches.
- Miniature circuit breaker [MCB].

ANNEXURE 'E'

SCHEDULE OF SPECIFICATIONS COMMON AMENITIES

- Elegant design which is combination of both style and premium quality.
- Decorative Entrance lobby.
- Good quality lift with backup facility.
- CCTV Cameras in common areas.
- Security Alarm.
- A.C. provision.
- Antirust letter boxes and name board.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT AT PUNE ON THE DAY AND DATE MENTIONED FIRST HEREIN ABOVE WRITTEN.

**SIGNED AND DELIVERED by within named
BUILDER / PROMOTER M/S. NIRMAANN
ENCON DEVELOPERS through**

Authorized Signatory & Partner

MR. NILEAYSH KAMTHAY

The party of the First Part

**SIGNED AND DELIVERED by within named
Purchaser/s, the**

MR. AMOL ASHOK WAGH

Party of the Second Part

**SIGNED AND DELIVERED by With in
named the Owners / Consenting Party
through his power of attorney holder of
BUILDER/ PROMOTER M/S. NIRMAANN
ENCON DEVELOPERS**

MR. NILEAYSH KAMTHAY

The party of the Third Part

WITNESSES

1)Signature : _____

Name : _____

Address : _____

2)Signature : _____

Name : _____

Address : _____

ANNEXURE "E" GENERAL SPECIFICATIONS OF THE FLAT	
SR. NO.	DESCRIPTION
1	STRUCTURE
A	3 PARKING'S + 12 STORIED RCC FRAME STRUCTURE
B	BRICK/CONCRETE BLOCK MASONRY WALLS
C	EARTHQUAKE RESISTANT STRUCTURE
2	TOILETS
A	CERAMIC WALL TILES UP TO DOOR TOP
B	COMBINATION ANTI SKID CERAMIC FLOOR TILES
C	QUALITY SANITARY WARE (HINDWARE, PARRYWARE, RAK OR EQUIVALENT)
D	QUALITY CP FITTINGS (JAQUAR OR EQUIVALENT)
E	H & C MIXER WITH HEAD AND HAND SHOWERS
F	CONCEALED PLUMBING
G	COCKROCOACH PREVENTIVE TRAP
H	PROVISION FOR EXHAUST FANS IN ALL BATHROOMS/TOILET UNITS
I	COUNTER BASIN FOR MASTER BEDROOM TOILET
3	KITCHEN
A	GRANITE TOP KITCHEN PLATFORM WITH S. STEEL SINK
B	COCKROACH PREVENTIVE TRAP
C	3" FEET WALL TILES OVER KITCHEN PLATFORM
D	SEPARATE TAPS FOR DRINKING AND DOMESTIC WATER
E	PROVISION FOR WATER PURIFIER
4	UTILITY AREA
A	PROVISION FOR WASHING MACHINE, WATER & DRAIN LINE
5	FLOORING
A	HIGH QUALITY VITRIFIED TILES FLOORING WITH SKIRTING (SUNHEART, NITCO, ASIAN OR EQUIVALENT)
B	HIGH QUALITY ANTI SKID CERAMIC TILES FOR TERRACES
6	ELECTRICALS
A	CONCEALED COPPER WIRING
B	EFFICIENT LIGHT AND ELECTRICAL POINTS WITH MODULAR

	SWITCHES (LEGRAND OR EQUIVALENT)
C	T.V. AND TELEPHONE POINTS IN LIVING AND MASTER BEDROOMS
D	EARTH LEAKAGE CIRCUIT BREAKERS
E	PROVISION FOR EXHAUST FANS IN KITCHEN AND TOILETS
F	INVERTER / GENERATOR BACK UP IN ALL FLATS

7	DOORS, WINDOWS AND BALCONY
A	DESIGNER MAIN DOOR WITH PREMIUM FITTINGS
B	OTHER FLUSH DOORS WITH PREMIUM FITTINGS
C	EXTERNAL POWDER COATED ALLUMINIUM SLIDING OR OPENABLE DOORS FOR TERRACES (JINDAL OR EQUIVALENT)
D	POWDER COATED ALLUMINIUM WINDOWS AND MOSQUITO NET (JINDAL OR EQUIVALENT)
E	MARBLE/GRANITE WINDOW SILLS ON ALLUMINIUM DOORS AND WINDOWS
F	DESIGNER RAILING IN BALCONY
8	INTERNAL FINISH AND PAINT
A	INTERNAL WALLS FINISHED WITH SMOOTH SANALA GYPSUM PLASTER
B	ACRYLIC/SEMIACRYLIC PAINTS FOR EXTERNAL WALLS
C	EMULSION DISTEMPER PAINTS FOR INTERNAL WALLS AND CEILING

ANNEXURE “F”
PROPOSED COMMON AMENITIES

SR. NO.	DESCRIPTION
1	DESIGNER ENTRANCE GATE WITH 24X7 SECURITY CABIN
2	CLUB HOUSE WITH MULTI PURPOSE HALL AND INDOOR GAMES
3	LANDSCAPED GARDEN WITH JOGGING TRACK
4	VIDEO DOOR PHONE
5	INTERCOM FACILITY
6	STATE OF THE ART GYM
7	INVERTER/GEN SET BACKUP FOR COMMON AREAS
8	INTERNAL CONCRETE/PAVED ROADS WITH STREET LIGHTS
9	RAIN WATER HARVESTING
10	TWO STATE OF THE ART ELEVATORS IN EACH BUILDING (13 P & 8P) (OTIS, KONE OR EQUIVALENT)
11	TWO STAIRCASES FOR EACH BUILDING
12	FIRE FIGHTING SYSTEM
13	ANTI TERMITE TREATMENT FOR THE BUILDING
14	AMPLE CAR AND TWO WHEELER PARKING
15	PROVISION FOR SERVANTS' TOILETS
16	ANTI RUST LETTER BOXES, NAME PLATES AND BOARDS AT ENTRANCE LOBBY

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