

AGREEMENT FOR SALE

This Agreement for Sale is made at CHIKHALI, Taluka-Haveli, District-Pune on this _____ Day of the month _____ in the year **2016**.

BETWEEN

MESSERS SHREE SAI VISION CONSTRUCTION, a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having its office at: Mahalaxmi Heritage, Shop No. 4 & 5, Plot No. 76 and 77, C.D.C., Purnanagar, Pradhikaran, Chikhali, Pune- 411019, **PAN: ACBFS7661J**, represented through its partners:-

1] **MR. LAXMAN SIDDHU TAKKEKAR**, Age: 53 years, Occupation: Business, Residing at: Laxmivilas Co-operative Housing Society Limited, Rowhouse No. 11, Plot No. R.M. 92, G Block, M.I.D.C., Shahunagar, Chinchwad, Pune – 411 019 **PAN : AAFPT1373G**

OR

2] **MR. HARESH HARIRAM MADNANI**, Age: 46 years, Occupation: Business, Residing at: B Block, 14/2, Pimpri Colony, Pune - 411017 . **PAN : AEGPM9681M**

OR

3] **MR. OM MEVALMAL MULCHANDANI**, Age: 50 years, Occupation: Business, Residing at: Plot No 252, Flat No 5/6, Trimurti Apartment, Link Road, Pritam Nagar, Pimpri, Pune - 411017, **PAN : AAVPM0949F**

OR

4] **MR. VIKAS NAMDEO SANE**, Age: 43 years, Occupation: Business, Residing at: Chikhali, Tal Haveli, Dist Pune, 412114, **PAN :AWJPS5242B**

OR

5] **MR. NAGNATH PRABHAKAR WAGHMARE**, Age: 53 years, Occupation: Business, Residing at: Gandharva Park, RH-93, Flat No 7, MIDC, G Block, Shahunagar, Chinchwad, Pune 411019 **PAN : AAHPW5915H**.

Hereinafter shall be referred to as the **OWNER-PROMOTER/VENDOR** (which expression shall unless repugnant to the context or meaning thereof be deemed to include the partner or partners for the time being of the said partnership firm, the survivor or survivors of them and the heirs, legal representatives, successors, executors, administrators of the last surviving partner and assigns) PARTY OF THE FIRST PART.

AND

1. MR. _____, Age: _____ years,
Occupation: _____, Residing at: _____
. PAN :

2. MRS. _____, Age: _____ years,
Occupation: _____, Residing at: _____
. PAN :

Hereinafter shall be referred to as the **PURCHASER** (which expression shall mean and include the male and/or female gender and also mean and include singular or plural Purchasers as the case may be, and unless it be repugnant to the context or meaning thereof be deemed to mean and include the Purchaser and his/her/their heirs, legal representatives, successors, executors, administrators and permitted assigns and in case of a partnership firm the parties for the time being thereof, the survivor or survivors of them and the heirs, legal representatives, successors, executors, administrators of the last surviving partner and permitted assigns, in case of a company its successors and permitted assigns, and in all cases all person claiming by under or through such Purchaser including his/her/their/its successors-in-interest only) PARTY OF THE SECOND PART.

WHEREAS originally the land Gut No. 1599 having total area admeasuring 02 Hector 28 Are, assessed at Rs. 10=31 paise lying and situated at village Chikhali, Taluka Haveli, District Pune was owned by Mr. Dharma alias Dharmaji Laxman More and his name was recorded in the Record of Rights as an owner and occupant of said Gut No. 1599.

AND WHEREAS, on 06/11/1988; Mr. Dharma alias Dharmaji Laxman More expired leaving behind his next kin namely Mr. Sayaji Dharmaji More, Mr. Vitthal Dharmaji More and their names were recorded in the Record of rights as an owner and occupant of the above said land Gut No. 1599 vide mutation entry No. 1856.

AND WHEREAS, on 06/03/2012; Mr. Sayaji Dharmaji More and Mr. Vitthal Dharmaji More had sold, conveyed and transferred a portion of land area admeasuring 20990 Square Feet i.e. 00 Hector 19.50 Are out of area admeasuring 01 Hector 08 Are out of the above said land Gut No. 1599 to MESSERS SHREE SAI VISION CONSTRUCTION a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having its office at: Mahalaxmi Heritage, Shop No. 4 & 5, Plot No. 76 and 77, C.D.C., Purnanagar, Pradhikaran, Chikhali, Pune-411019, i.e. **OWNER-PROMOTER/VENDOR** herein with consent of Mrs. Sulochana Sayaji More, Mr. Yogesh Sayaji More, Mrs. Shubhada Yogesh More, Miss. Swarangi Yogesh More, Mr. Hari Sayaji More, Mrs. Gitanjali Ashok Bhalekar, Mrs. Ganga Vitthal More, Mr. Deepak Vitthal More, Miss. Jayashree Vitthal More, Master Nirmalkumar Vitthal More and Mr. S.S. Varma and executed a Sale Deed.

The said sale deed duly registered in the office of Sub Registrar Haveli-5 under Serial No. HVL-5/2444/2012; by virtue of the said sale deed OWNER-PROMOTER/VENDOR became the absolute owner of a portion of land area admeasuring 20990 Square Feet i.e. 00 Hector 19.50 Are out of the above said land Gut No. 1599 and its name is recorded as a owner and occupant in the Record of Rights of the said land Gut No. 1599 vide mutation entry No. 23883.

AND WHEREAS, on 05/03/2012; Mr. Sayaji Dharmaji More and Mr. Vitthal Dharmaji More had sold, conveyed and transferred a portion of land area admeasuring 21528 Square Feet i.e. 00 Hector 20 Are out of area admeasuring 01 Hector 08 Are out of the above said land Gut No. 1599 to OWNER-PROMOTER/VENDOR with consent of Mrs. Sulochana Sayaji More, Mr. Yogesh Sayaji More, Mrs. Shubhada Yogesh More, Miss. Swarangi Yogesh More, Mr. Hari Sayaji More, Mrs. Gitanjali Ashok Bhalekar, Mrs. Ganga Vitthal More, Mr. Deepak Vitthal More, Miss. Jayashree Vitthal More, Master Nirmalkumar Vitthal More and Mr. S.S. Varma and executed a Sale Deed.

The said sale deed duly registered in the office of Sub Registrar Haveli-5 under Serial No. HVL-5/2436/2012; by virtue of the said sale deed OWNER-PROMOTER/VENDOR became the absolute owner of a portion of land area admeasuring 21528 Square Feet i.e. 00 Hector 20 Are out of the above said land Gut No. 1599 and its name is recorded as a owner and occupant in the Record of Rights of the said land Gut No. 1599 vide mutation entry No. 23884.

AND WHEREAS OWNER-PROMOTER/VENDOR have prepared multistoried building plan on the aforesaid portion of land area admeasuring 00 Hector 39.50 Are i.e. 3950 square meter out of land bearing Consolidated Block/Gut No. 1599 having total area admeasuring 02 H. 28 Are and submitted to the Pimpri Chinchwad Municipal Corporation, Pimpri, Pune. The said building plan sanctioned by the City Engineer, Pimpri Chinchwad Municipal Corporation and issued Commencement Certificate vides their order No. **B.P./CHIKHALI/44/2016 dated 25/04/2016**; by virtue of above said sanctioned Building Plan and Commencement Certificate, the Collectorate, Pune granted N. A. Use permission

vide their order No. **PCMC/NOC/SR/41/2016** dated **30/05/2016** and the Collectorate Pune (Revenue Branch) issued **SANAD** under their order No. **PMC/SANAD/SR/41/2016** dated **20/08/2016** in respect of aforesaid portion of land area admeasuring 00 Hector 39.50 Are i.e. 3950 square meter out of land bearing Consolidated Block/Gut No. 1599, lying and situated at village **CHIKHALI**, Taluka Haveli, District Pune (hereinafter called the 'said land', which is more particularly described in **Schedule-I** of the property herein underwritten).

As per the sanctioned Building Plan, Commencement Certificate and Non-Agriculture use permission, OWNER-PROMOTER/VENDOR have started a composite scheme of construction of multistoried buildings consisting of Flats and Shops and to be sold on ownership basis. The said project known as **"ABHANG VISHWA PHASE-II"**

AND WHEREAS for the Development of the said land, the Owner-Promoter/Vendor have entered into a Standard Agreement with an Architect of repute, registered with the Council of Architects and such agreement described by the Council of Architects. The Owner-Promoter/Vendor have appointed a structural engineer for the preparation of the structural design and drawings of the buildings and Owner-Promoter/Vendor accept the professional supervision of the Architects and the structural engineer till the final completion of the buildings, proposed for the project.

AND WHEREAS as per Development schedule of the entire project and as per guidance from the Competent Architect appointed for the said Project, the Owner-Promoter/Vendor have got approved from the Competent Concerned Local Authority, the plans and

specifications elevations, sections and details of the said building to be constructed, By virtue of the aforesaid Agreements and related deeds and documents, the Owner-Promoter/Vendor alone has the sole and exclusive right to develop, construct building and allot/sell Flats/Units in the said building to be constructed or being constructed on the said land and to enter into agreement/s with the Purchaser/Allottee/s and/or Allottee/s of the Flats/Units and to receive the sale price thereof

AND WHEREAS the Purchaser/Allottee approached to the Owner-Promoter/Vendor for booking of a residential Flat in the building to be constructed on the said land and demanded from the Owner-Promoter/Vendor and the Owner-Promoter/Vendor has given inspection to the Purchaser/Allottee of all the documents of title relating to the said land and the plans, designs and specifications prepared by the Promoter's Architects Messrs..... and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; and the Purchaser/Allottee is satisfied about the marketable title of the Owner-Promoter/Vendor to the said land.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Owner-Promoter/Vendor, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Owner-Promoter/Vendor to the project land on which the Flats/Units/Apartments are constructed or are to be constructed

have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C**.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Owner-Promoter/Vendor and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure D**,

AND WHEREAS the authenticated copies of the plans and specifications of the Flats/Units/Apartments agreed to be purchased by the Purchaser/Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure E**.

AND WHEREAS the Owner-Promoter/Vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no_____; authenticated copy is attached in **Annexure F**;

AND WHEREAS the Owner-Promoter/Vendor has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the Building Plan and Commencement Certificate by City Engineer, Pimpri Chinchwad Municipal Corporation has laid down certain terms and conditions, stipulations and restrictions, which to be observed and performed by the Promoter/Vendor, while developing the said land and upon due observance and performance of which only the completion and occupation certificate in respect of the building to be constructed on the said land shall be granted by the Pimpri Chinchwad Municipal Corporation.

AND WHEREAS the Purchaser/Allottee has applied to the Owner-Promoter/Vendor for allotment of an Flats/Units/Apartment No. _____ on _____ Floor in Wing _____ situated in the Building No. _____ being constructed in the said Project (hereinafter called the 'said Flat/Unit/Apartment', which is more particularly described in **Schedule-II** of the property herein underwritten),

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

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this

Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS prior to the execution of these presents the Purchaser/Allottee has paid to the Owner-Promoter/Vendor a sum of Rs._____/ - (Rupees _____) only, being part payment of the sale consideration of the said Flat/Unit/Apartment agreed to be sold by the Owner-Promoter/Vendor to the Purchaser/Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser/Allottee has agreed to pay to the Owner-Promoter/Vendor the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS under section 13 of the said Act the Owner-Promoter/Vendor is required to execute a written Agreement for sale of said Flat/Unit/Apartment with the Purchaser/Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner-Promoter/Vendor hereby agrees to sell and the Purchaser/Allottee hereby agrees to purchase the said Flat/Unit/Apartment and the garage/covered parking (if applicable).

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

1] CONSTRUCTION AS PER SANCTIONED PLAN:-

The Owner-Promoter/Vendor shall construct the building consisting of Flats/Terrace Flats/Shops on the above said land in accordance with the plans, designs and specifications approved by the Statutory Authority and with

only such alteration, variations and/or modifications as the Owner-Promoter/Vendor may be required or as may be required by an authority to be made in them or any of them.

Provided that the Owner-Promoter/Vendor shall have to obtain the prior consent in written of the Purchaser/Allottee in respect of any alteration, variations and/or modifications in the said plans, designs and specifications, of the structure described therein in respect of the said Flat.

2] **TOTAL CONSIDERATION:-**

The Purchaser/Allottee hereby agrees to purchase from the Owner-Promoter/Vendor and the Owner-Promoter/Vendor hereby agrees to sell to the Purchaser/Allottee the said Flat/Unit/Apartment for the consideration of Rs. _____/- (RUPEES _____ ONLY) including Rs. _____/- (RUPEES _____ ONLY) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the clause 12 hereinunder. Moreover, The Purchaser/Allottee hereby agrees to purchase from the Owner-Promoter/Vendor and the Owner-Promoter/Vendor hereby agrees to sell to the Purchaser/Allottee covered parking spaces bearing Nos. situated at Basement and/or stilt and /or being constructed in the layout for the consideration of Rs. _____/- (RUPEES _____ ONLY). The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. _____/- (RUPEES _____ ONLY) and Purchaser/Allottee hereby agree/s and undertake/s to pay to the Promoter agreed purchase price, in the following manner:-

SR. NO.	%	PARTICULARS
1	10%	At the time of booking.
2	10%	At the time of execution of this Agreement.
3	10%	Immediately after completion of Plinth.
4	5%	Immediately after completion of 1 st R.C.C. Slab
5	5%	Immediately after completion of 3 rd R.C.C. Slab
6	5%	Immediately after completion of 5 th R.C.C. Slab
7	5%	Immediately after completion of 7 th R.C.C. Slab
8	5%	Immediately after completion of 9 th R.C.C. Slab
9	5%	Immediately after completion of 10 th R.C.C. Slab

10	5%	Immediately after completion of 11 th R.C.C. Slab
11	5%	Immediately after completion of 12 th R.C.C. Slab
12	5%	Immediately after completion of the walls, internal plaster, floorings, doors and windows of the said Flat/Unit/Apartment.
13	5%	Immediately after completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Flat/Unit/Apartment.
14	5%	Immediately after completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat/Unit/Apartment is located.
15	10%	Immediately after completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement for sale of the building or wing in which the said Flat/Unit/Apartment is located.
16	5%	At at the time of handing over of the possession of the said Flat/Unit/Apartment to the Purchaser/ Allottee on or after receipt of occupancy certificate or completion certificate.

It is made clear and agreed by and between the parties hereto that the OWNER-PROMOTER/VENDOR shall not be bound to follow, chronological order of any of the stages of the above said stages/instalments and that the OWNER-PROMOTER/VENDOR shall be at complete liberty to choose the chronology of the respective stages of the construction. The Purchaser/Allottee agrees that the OWNER-PROMOTER/VENDOR may merge or consolidate two or more instalments in their discretion by simultaneously executing the contemplated work in the said instalment. The consideration of the said flat is also arrived on the assurance of the Purchaser/Allottee to abide by the above payment schedule only and it will not be altered by the Purchaser/Allottee.

As per prescribed guidelines under RERDA and RULES made thereunder, the Owner-Promoter/Vendor shall receive the Periodical Work Stage Completion Reports from the Project Architect and Project Engineers. Based upon their Certificates and Ratification, the Owner-Promoter/Vendor shall raise the abovementioned Installments of Consideration and accordingly issue a Payment Demand Notice for demanding the due installment from the Purchaser/Allottee. The Purchaser/Allottee agreed to pay the due installment within 07 days from the receipt of said Installment Payment Demand Notice, without any delay or demure.

The total consideration Price is escalation-free, SAVE AND EXCEPT escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Owner-Promoter/Vendor undertakes and agrees that while raising a demand on the Purchaser/Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Owner-Promoter/Vendor shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser/Allottee, which shall only be applicable on subsequent payments be applicable on subsequent payments.

The Purchaser/Allottee shall make payment to the Owner-Promoter/Vendor by Demand Draft or Local Cheques or an Authenticate mode of Money Transfer like RTGS or Online Money Transfer. If the Purchaser/Allottee makes the payment by outstation cheques, then the date of payment shall be treated as and when the amount is duly credited to the account of the Owner-Promoter/Vendor and to the extent the amount as is left for the credit after deduction of the commission/service charges of the bank, if any.

3] TAXES:-

- a) The Purchaser/Allottee hereby agrees that, the Purchaser/Allottee shall be responsible and liable to pay both VAT (under Maharashtra Value Added Tax Act) and Service Tax and/or such other levies, statutory charges etc., as may be applicable on transfer and sale of said Flat by Owner-Promoter/Vendor to the Purchaser/Allottee. The Purchaser/Allottee shall also be liable to pay interest/penalty/ loss incurred to Owner -Promoter/ Vendor on account of the Purchaser's failure and/or delay to pay the VAT/ Service Tax and/ or such other levies, statutory charges etc. within 7 (seven) days of being called upon by Owner-Promoter/Vendor, without assigning any reasons for the same.
- b) The Purchaser/Allottee hereby agree that the Purchaser/Allottee shall be liable to pay any taxes, levies, statutory charges imposed by Appropriate Authorities applicable to the transfer and sale of said

Flat with retrospective effect, and if any recovery proceedings in consequence thereof are initiated.

- c) It is further agreed by the Purchaser/Allottee that the Purchaser/Allottee shall before registration of this deed pay the requisite amount of Value Added Tax, Service tax and any other tax (if applicable) for construction/sale of the Flat to Owner-Promoter/Vendor.
- d) In addition to the above, the Purchaser/Allottee further agrees to pay Goods and Services Tax (GST) upon effective introduction of GST in India in lieu of VAT and Service Tax by the Government of India as may be applicable on the transaction of transfer and sale of said Flat by Owner-Promoter/Vendor to the Purchaser/Allottee.

4] DEFAULT:-

If the Owner-Promoter/Vendor fails to abide by the time schedule for completing the project and handing over the said Flat/Unit/Apartment to the Purchaser/Allottee, the Owner-Promoter/Vendor agrees to pay to the Purchaser/Allottee, who does not intend to withdraw from the project, interest as specified in the Rules, on all the amounts paid by the Purchaser/Allottee, for every month of delay, till the handing over of the possession. The Purchaser/Allottee agrees to pay to the Owner-Promoter/Vendor, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/Allottee to the Owner-Promoter/Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser/Allottee to the Owner-Promoter/Vendor. Provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Owner-Promoter/Vendor under this Agreement nor shall it be construed as condonation of the delay by the Owner-Promoter/Vendor. The amount of interests on delayed payments shall be informed to the Purchaser/Allottee on specified Payment Installments or before the completion of the said Flat/Unit/Apartment. The amount of interest shall be calculated by the Owner-Promoter/Vendor as agreed under this Agreement and the Purchaser/Allottee has agreed to pay the same before receiving the possession of the said Flat/Unit/Apartment, without any delay or demure. It is well

understood and acknowledged by the Purchaser/Allottee that the delay in payment on part of Purchaser/Allottee, in paying all such charges and amounts shall ipso-facto extends the construction schedule of subject Flat/Unit/Apartment and which is going to extend the period of Possession of said Flat/Unit/Apartment and for such period for delay of possession due to delay in payments by the Purchaser/Allottee, shall be considered as default on part of the Purchaser/Allottee and the Purchaser/Allottee shall be solely responsible and liable for such issue of delay in possession on his/her/their own default for timely payments. As a contractual obligation, the Purchaser/Allottee shall not be entitled to claim or demand possession, without paying said amount/s along with applicable interests, if any, thereon entirely. If any amounts found to be unpaid balance, then the Owner-Promoter/Vendor has absolute right to demand the same from the Purchaser/Allottee, after handing over the possession of the said Flat/Unit/Apartment to Purchaser/Allottee. Such unpaid balance amounts shall be considered as lien / Charge over the said Flat/Unit/Apartment, till Purchaser/Allottee pays the same entirely and in such situation the Owner-Promoter/Vendor shall have lawful right to recover the same along with expenses required, from the Competent Court of Law of appointed Authority under prevailing Laws.

Without prejudice to the right of Owner-Promoter/Vendor to charge interest in terms mentioned above, on the Purchaser/Allottee committing default in payment on due date of any amount due and payable by the Purchaser/Allottee to the Owner-Promoter/Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other entire outgoings agreed under this Agreement) and on the Purchaser/Allottee committing three defaults of payment of installments, the Owner-Promoter/Vendor shall at his own option, may terminate this Agreement :

Provided that, Owner-Promoter/Vendor shall give notice of fifteen days in writing to the Purchaser/Allottee, by Registered Post AD at the address provided by the Purchaser/Allottee and/or by forwarding E-mail at the e-mail address provided by the Purchaser/Allottee in this Agreement, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If

the Purchaser/Allottee fails to rectify the breach or breaches mentioned by the Owner-Promoter/Vendor within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Owner-Promoter/Vendor shall refund to the Purchaser/Allottee (subject to adjustment and recovery of agreed liquidated damages i.e. Rs. 1,00,000/- or any other amount which may be payable to Owner-Promoter/Vendor) within a period of THIRTY DAYS of the termination, the installments of sale consideration of the Flat/Unit/Apartment which may till then have been paid by the Purchaser/Allottee to the Owner-Promoter/Vendor.

5] TITLE:-

The Purchaser/Allottee has fully satisfied him/her/themselves prior to the execution of this Agreement about the title of the Owner-Promoter/Vendor in respect of the said Flat and the said land, and the said land is free from encumbrances and the Owner-Promoter/Vendor has a good, clean and marketable title, right and interest to the same.

As such no further quarries shall be raised by the Purchaser/Allottee on account of title of the Owner-Promoter/Vendor to the said Flat or to the said land and any installments towards consideration shall not be withheld by the Purchaser/Allottee on account of alleged defect in the right, title and interest of the Owner-Promoter/Vendor to the said land.

6] POSSESSION:-

- a) The Owner-Promoter/Vendor shall give possession of the said Flat to the Purchaser/Allottee on or before **31th OCTOBER 2018**. If the Owner-Promoter/Vendor fails or neglects to give possession of the said Flat to the Purchaser/Allottee on account of reasons beyond the control of the Owner-Promoter/Vendor and its agents, by the aforesaid date or the date or dates prescribed said Act, then the Owner-Promoter/Vendor shall be liable on demand by the Purchaser/Allottee to refund to the Purchaser/Allottee the amounts already received by it in respect of the said Flat (but excluding the amount of interest paid by the Purchaser/Allottee for delayed payment of any instalment or other

payments), with interest provided in rule, from the date/s the Owner-Promoter/Vendor received the amounts till the date the amounts and interest thereon are repaid, provided that by mutual consent it is agreed that any dispute as to whether the stipulations specified in said Act have been satisfied or not, will be referred to the Competent Authority as specified in the said Act, who will act as the Arbitrator. Till the entire amount and interest thereon are refunded by the Owner-Promoter/Vendor to the Purchaser/Allottee, they shall, subject to prior encumbrances if any, be a charge on the said Flat as well as the construction or building in which the said Flat is situated or was to be situated.

PROVIDED THAT the Owner-Promoter/Vendor shall be entitled to reasonable extension of time for giving delivery of the said Flat after the aforesaid date, if the completion of the said building in which the said Flat is to be situated is delayed on account of all or any of the following reasons:-

- (i) Non-availability of steel, cement, other building materials, water or electric supply;
- (ii) War, civil commotion or act of God;
- (iii) Any legislation, ordinance, notice, order, rule, notification or directive of the Government and/or any local or public body or authority or any other competent authority or Court or Tribunal or any quasi-judicial body or authority;
- (iv) Force majeure circumstances or conditions, or other causes beyond the control of or unforeseen by the Promoter, including strikes or other agitation by the workers, employees or labourers of the Promoter or the contractors or suppliers; and/or
- (v) Delay in issue of the Occupation Certificate, Completion Certificate and/or any other Certificate as may be required in respect of the said building, by the said local authority or any other concerned authority.
- [vi] Changes in any rules, regulations and bye-laws of various statutory bodies and authorities from time to time then affecting the development and the scheme.

- [vii] Delay or default in payment of dues by the Flat Purchaser/Allottee under this presents (without prejudice to the right of Owner-Promoter/Vendor to terminate this agreement under clause-4 above).
- b) Under no circumstances the possession of the said Flat shall be given/handed over by the Promoter/Vendor to the Purchaser/Allottee unless and until all payments in full required to be made by the Purchaser/Allottee under this agreement have been made by him to the Owner-Promoter/Vendor.
- c] The Purchaser/Allottee shall check-up all the facilities provided in the said Flat/Unit/Apartment, before accepting possession of the same. Thereafter, the Purchaser/Allottee shall have no claim against the Owner-Promoter/Vendor in respect of any item or work carried out in the said Flat/Unit/Apartment or in the said building or in the said scheme, which may be alleged not to have been carried out and/or completed and/or being not in accordance with the specification and/or this agreement and/or otherwise in relation thereto.
- d) Upon receiving a written intimation from the Owner-Promoter/Vendor as per this clause, the Purchaser/Allottee shall take possession of the said Flat/Unit/Apartment from the Owner-Promoter/Vendor within FIFTEEN days by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owner-Promoter/Vendor shall give possession of the said Flat/Unit/Apartment to the Purchaser/Allottee. In case the Purchaser/Allottee fails to take possession within the time provided herein, the Purchaser/Allottee shall continue to be liable to pay maintenance charges as applicable. Upon accepting the possession of subject Flat/Unit/Apartment, the Purchaser/Allottee agrees to pay the management and maintenance charges as determined by the Owner-Promoter/Vendor or association / society of Purchaser/Allottee, as the case may be.

Provided that, if within a period of FIVE years from the date of handing over of possession of the said Flat/Unit/Apartment to the Purchaser/Allottee, if

Purchaser/Allottee brings to the notice of the Owner-Promoter/Vendor, any structural defect (except normal wear and tear due to natural phenomena which never be considered as defect), quality or provision of services or any other obligation of the Owner-Promoter/Vendor as per this Agreement, the same shall be rectified by the Owner-Promoter/Vendor at their own cost and within 30 days and in case it is not possible to rectify such defects then, the Purchaser/Allottee shall be entitled to receive from the Owner-Promoter/Vendor reasonable compensation, as may be calculated and decided by the Project Architect for such defect. Provided further that it is agreed that the prescribed liability period under this agreement shall be deemed to have commenced from the date on which the Owner-Promoter/Vendor has given the necessary intimation about giving possession of the said Flat/Unit/Apartment under this clause.

However if the Purchaser/Allottee makes any changes/alterations/additions in the said Flat/Unit/Apartment (with or without consent of the Promoter) or cause leakages or cracks or other structural damages during this period, which affects the said Flat/Unit/Apartment or the other Flat/s/Unit/s/Apartment/s in the said Project building directly or indirectly, the Purchaser/Allottee has/have to rectify the same at his/her/their own responsibility and costs and the Owner-Promoter/Vendor shall not be then held anyway liable for such defect liability as contemplated in these presents or under said act and rules and further the Purchaser/Allottee shall be liable to the other Purchaser/Allottee whose premises have been damaged due to such changes, alterations, leakages etc. together with cost, interest and damages.

Provided that, within the Project wherein glass / delicate railings / doors / partitions are provided (if any), and if any damage to such glass / delicate railings / doors / partitions is caused by the occupants/ residents of the said Flat/Unit/Apartment, the same shall be replaced immediately by the occupants/residents of the said Flat/Unit/Apartment. Moreover, if any accident or mishap takes place / happens due to such damage to the glass / delicate railings / doors / partitions, the Owner-

Promoter/Vendor shall not be held responsible for any such accident or mishap.

- e) Once the said Flat/Unit/Apartment is ready for use and occupation, the Purchaser/Allottee shall be solely liable to pay for the management and maintenance cost for said Flat/Unit/Apartment and the said Land and other taxes, as may be made applicable by the concerned local authority. If, the maintenance charges are taken in advance by the Owner-Promoter/Vendor, for any specified period, then the Owner-Promoter/Vendor shall be entitled to use the same against said Flat/Unit/Apartment, as per descriptions enumerated in this Agreement.

7] USE OF THE SAID FLAT:-

The Purchaser/Allottee hereby expressly agrees to use the said Flat only for the purpose of residence and not for any other purpose. The Purchaser/Allottee hereby expressly further agrees that the Purchaser/Allottee shall not carry out any commercial activity in any manner, in the said Flat.

8] ALLOTMENT OF PARKING LOTS:-

- a) The OWNER-PROMOTER/VENDOR has specifically declared and confirmed to the Purchaser/Allottee that, the OWNER-PROMOTER/VENDOR has made planning and provision for parking lots in the said scheme in such a manner that, each Flat will get a use and occupy a specific covered or uncovered parking lot. The OWNER-PROMOTER/VENDOR hereby agree that, **THE SINGLE COVERED** shall be allotted to Purchaser/Allottee with the said Flat. Purchaser/Allottee will not sell, transfer or assign the parking lot independent of the said Flat. The Purchaser/Allottee of the concerned flat will be able to park a car and a two wheeler and a cycle in a parking lot and said parking lot shall be used and occupied by the Purchaser/Allottee for parking his own vehicles as aforesaid subject right of access of society (proposed) on such parking lots to manage, maintain and repair the common areas and facilities of the said scheme.
- b) The OWNER-PROMOTER/VENDOR has also made it clear to the Purchaser/Allottee that, such parking lots will be allotted to the Purchasers of the flats, subject to

the availability thereof and on first come first served basis.

- c) The OWNER-PROMOTER/VENDOR has also declared and confirms that; such parking lots are being allotted by them as an additional facility for the beneficial use and enjoyment of the flats by the respective purchasers thereof.
- d) The Purchaser/Allottee has well understood the planning and provision made by the OWNER-PROMOTER/VENDOR in respect of the parking lots in the said scheme. The Purchaser/Allottee therefore shall not raise any objection in respect of parking lots or allotment thereof done by the Promoter/Vendor.

9] ADJACENT TERRACE:- (if applicable)

The Owner-Promoter/Vendor has agreed to grant exclusive right in respect of adjacent terrace, in favour of the Purchaser/Allottee herein and the said adjacent terrace shall be treated as restricted area, as defined in the Maharashtra Ownership Flats Act. None of the other Purchaser/Allottee shall be entitled to claim any rights in whatsoever manner, in respect of the said adjacent terrace.

10] TOP TERRACE:-

Top terrace of the said buildings shall remain in common amongst all the Purchaser's of the Flat/Unit/Apartments in the said building. Top terrace will be used for the common purpose as permissible in law and none of the Purchaser/Allottee shall be entitled to claim any exclusive right, in respect of the top terrace. The Owner-Promoter/Vendor shall be entitled to fix neon signs advertisement board on the top terrace and the Purchaser/Allottee/proposed Organization shall not raise any objection for the same.

11] SPECIFICATIONS:-

The fixtures, fittings and amenities to be provided by the Owner-Promoter/Vendor in the said Flat and in the said building are those that are set out in **Annexure "G"** hereto.

12] COMMON AREAS:-

- a) The Purchaser/Allottee hereby agree that, the Promoter/ Vendor has permitted to commonly use the common areas and facilities of the said scheme to the

all Purchasers, the said common areas and facilities are as follows:-

- i] Partition walls between the two flats.
 - ii] Staircases leading from ground floor to upper floors and landing space.
 - iii] Path leading to the staircase on the ground floor
 - iv] Common drainage and water lines.
 - v] Common ground water storage tanks and overhead water reservoirs and plumbing network, pump sets, motor, meters etc
 - vi] Electrical Meters and Transformers, wires etc.
 - vii] Upper Floor common Terrace area.
 - viii] Common Parking
 - ix] Compound walls, fencing and the gates.
 - x] Land around buildings and open areas.
- b) The Purchaser/Allottee shall not have any claim, right or interest in respect of any common areas, amenities and facilities whatsoever in the said building, including the common areas, save and except the right of user thereof hereby expressly given to the Purchaser/Allottee in respect thereof, and all such common areas, amenities and facilities shall remain the property of the Owner-Promoter/Vendor until the Deed of Conveyance/Transfer is executed in favour of the said Organization/Society as mentioned herein.
- c) The common areas, amenities and facilities in the said building, shall be used in a reasonable manner and only for the purposes for which the same are provided, and the same shall be used in accordance with the rules and regulations as may be framed in this regard by the Owner-Promoter/Vendor or the said Organization/Society.
- d) The Purchaser/Allottee shall not use the common areas, amenities and facilities, or permit the same to be used for any purpose other than the purposes for which the same are intended, and the Purchaser/Allottee shall not commit any nuisance or do anything, which may cause disturbance or annoyance to the owners/occupants of the buildings.

13] OTHER CHARGES AND MAINTENANCE:-

- a) The Purchaser/Allotee hereby expressly agree to pay **Rs. 1,00,000/-** for development charges (includes M.S.E.D.C.L. Electric Supply charges, formation and registration of Society & site development charges) and **Rs. 10,000/-** For legal charges (including professional charges of Advocates of the Promoter/ Vendor in connection with the cost of preparing and engrossing these agreement) to the OWNER-PROMOTER/VENDOR at the time of execution of this deed.
- b) Commencing a week after notice in writing is given by the OWNER-PROMOTER/VENDOR to the Purchaser/Allotee that the said Flat/Shop is ready for use and occupation, the Purchaser/Allotee shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Flat of the outgoings in respect of the said land and the building/s constructed thereon, namely local taxes, cesses, betterment charges or such other levies by the concerned local authority and/or by the Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society is formed and the said land and the building/s transferred to it, the Purchaser/Allotee shall pay to the OWNER-PROMOTER/VENDOR such proportionate share of the outgoings as may be determined. The Purchaser/Allotee further agrees that till the Purchasers' share is so determined, the Purchaser/Allotee shall pay to the Owner-Promoter/Vendor provisional contribution of **Rs. 1.5/-** per square feet per month towards the annual outgoings i.e. Common Security, Common Electricity, Maintenance of Common Lifts and Pumps, Common Cleaning, Government N.A. Taxes, Water Charges, Repairs, Salaries of Clerk, Bill Collector, Security, Cleaner and all expenses necessary and incidental to the management and maintenance and upkeep of the said flat and building and its common areas. The amounts so paid by the Purchaser/Allotee to the OWNER-PROMOTER/VENDOR shall not carry any interest and remain with the OWNER-PROMOTER/VENDOR until a conveyance is executed, subject to the provisions of Section 6 of said Act, on

such conveyance being executed, the aforesaid deposits, if any, (less deductions provided for this agreement) shall be paid by the OWNER-PROMOTER/VENDOR to the Society as the case may be.

- c) The Purchaser/Allottee hereby agree that in the event of any amount by way of premium to the Municipal Council or the State Government or any other tax or payment of a similar nature becoming payable by the OWNER-PROMOTER/VENDOR the same shall be reimbursed by the Purchaser/Allottee to the OWNER-PROMOTER/ VENDOR in proportion to the area of the Flat agreed to be purchased by the Purchaser/Allottee and in determination of such amount the decision of the OWNER-PROMOTER/VENDOR shall be final, conclusive and binding upon the Purchaser/Allottee.
- d) That in case any additional Security Deposit or any other charges are demanded by the Municipal Council or said Electricity Board or concerned Authority before giving water and electric connection respectively to the said building the Purchaser/Allottee shall contribute proportionately toward the payment of the said deposit & such proportion shall be determined by the OWNER-PROMOTER/VENDOR.
- e) Wherever in this Agreement it is stipulated that the Purchaser/Allottee has to make any payment, in common with other Purchaser/Allottee in Project, the same shall be in proportion to the carpet area of the Flat/Unit/Apartment to the total carpet area of all the Flat/Unit/Apartment in the Project.

14] FIRST LIEN OF THE OWNER-PROMOTER/VENDOR:-

The OWNER-PROMOTER/VENDOR shall in respect of any amount to be paid by the Purchaser/Allottee under the terms and conditions of this agreement have first lien and charge on the said Flat agreed to be purchased and acquired by the Purchaser/Allottee.

15] REPRESENTATIONS AND WARRANTIES OF THE OWNER/PROMOTER-VENDOR:-

The Owner/Promoter-Vendor hereby represents and warrants to the Purchaser/Allottee as follows:

- a) The Owner/Promoter-Vendor has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- b) The Owner/Promoter-Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- c) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Owner/Promoter-Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- f) The Owner/Promoter-Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/Allottee created herein, may prejudicially be affected;
- g) The Owner/Promoter-Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat/Unit/Apartment which will, in any manner, affect the rights of Purchaser/Allottee under this Agreement;
- h) The Owner/Promoter-Vendor confirms that the Owner/Promoter-Vendor is not restricted in any manner whatsoever from selling the said Flat/Unit/Apartment to the Purchaser/Allottee in the manner contemplated in this Agreement;

- i) At the time of execution of the conveyance deed of the structure to the association of purchaser/allottees the Owner/Promoter-Vendor shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/Allottees;
- j) The Owner/Promoter-Vendor has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Owner/Promoter-Vendor in respect of the project land and/or the Project except those disclosed in the title report.

15] PURCHASER/ALLOTEE'S COVENANTS:-

The Purchaser/Allotee for himself and with intention to bring all persons into whosoever hands the said Flat may come, doth hereby covenants with OWNER-PROMOTER/VENDOR as follows:-

- a) To maintain the said Flat at the Purchaser's own cost and keep it in good tenantable repairs and condition from the date of taking possession of the said Flat and shall not do or suffer to be done anything in or to the building in which the said Flat is situated, staircase or any passages which may be against the rule, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the building in which the said Flat is situated and in the said Flat itself or any part thereof.
- b) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the

building in which the said Flat is situated, including entrances of the building in which the said Flat is situated and in case any damage is caused to the building in which the said Flat is situated or to the said Flat on account of negligence or default of the Purchaser/Allottee in this behalf, the purchaser shall be liable for the consequences thereof.

- c) To carry, at his own cost, all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the OWNER-PROMOTER/VENDOR to the Purchaser/Allottee and shall not do or suffer to be done anything in or to the building in which the said Flat is situated or to the said Flat which may be in breach of the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/Allottee committing any contravention of the above provision, the Purchaser/Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat is situated and shall keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereto in good tenantable repairs and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat is situated and shall not chisel or in any other manner do damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Flat without the prior written permission of the OWNER-PROMOTER/VENDOR and/or the Society.
- e) Not to make any changes in elevation such as enclosures in terraces, dry balconies, addition of grills etc., and installation of dish antennas or compressor of Air Conditioner System without the permission of OWNER-PROMOTER/VENDOR.
- 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 and the building in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of insurance.

- g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the building in which the said Flat is situated.
- h) The Purchaser/Allotee shall not let, sublet, transfer, assign or part with the Purchaser's interest in or benefits of this Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser/Allotee to the OWNER-PROMOTER/VENDOR under this Agreement are fully paid up and only if the Purchaser/Allotee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/Allotee has intimated in writing to the OWNER-PROMOTER/VENDOR, of his said intention.
- i) The Purchaser/Allotee shall observe and perform all the rules and regulations which the Society 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 building and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/Allotee shall also observe and perform all the stipulations and conditions laid down by the Society, regarding the occupation and use of the said Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- j) Till a deed of conveyance of the land and the building in which the said Flat is situated is executed the Purchaser/Allotee shall permit the OWNER-PROMOTER/ VENDOR and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

k] The Purchaser/Allotee shall not use the said Flat for any purpose other than the purpose for which the said Flat is agreed to be purchased and acquired by them except with the prior written permission of the OWNER-PROMOTER/VENDOR. The Purchaser/Allotee shall use the parking space if any allotted to him only for the purpose of keeping or parking the Purchaser's own vehicle.

16] ADDRESS FOR SERVICE :-

All letters, receipts and/or notices issued by the OWNER-PROMOTER/VENDOR dispatched under by Reg.A.D or by courier to the address mentioned below will be sufficient proof of receipt of the same by the Purchaser/Allotee and shall comply and effectually discharge the OWNER-PROMOTER/ VENDOR.

17] WAIVER:-

Any delay tolerated or indulgence shown by the OWNER-PROMOTER/VENDOR in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance or giving of time to the Purchaser/Allotee by the OWNER-PROMOTER/VENDOR, shall not be treated/ construed as a waiver on the part of the OWNER-PROMOTER/VENDOR of any breach, violation, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement by the Purchaser/Allotee, nor shall the same in any manner prejudice the rights of the OWNER-PROMOTER/ VENDOR.

18] NO GRANT, DEMISE OR ASSIGNMENT OF THE UNIT:-

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said land and buildings or any part thereof. The Purchaser/Allotee shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him towards all common areas, amenities and facilities etc.

19] ORGANISATION:-

The Purchaser/Allottee along with other purchasers of Flat/Unit/Apartments in the building shall join in forming and registering a Co-operative Housing Society or organisation to be known by such name as the Owner-Promoter/Vendor may decide and which will be approved by the Registrar of Co-operative Societies or concern authority, and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the society and for becoming a member, including the bye-laws of the proposed Society or organisation and duly fill in, sign and return to the Owner-Promoter/Vendor within SEVEN days of the same being forwarded by the Owner-Promoter/Vendor to the Purchaser/Allottee, so as to enable the Owner-Promoter/Vendor to register the Society or organisation of the Purchasers under the said Act within the time limit prescribed by the Rules therein. No objection shall be taken by the Purchaser/Allottee if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies as the case may be, or any other Competent Authority. This agreement shall be treated as an application by the Purchasers for the allotment of shares of membership of the Society or the organisation.

20] CONVEYANCE:-

The Owner-Promoter/Vendor shall execute a conveyance, assignment of the said plot of land and the Flats constructed thereon in favour of the said society or organization as the case may be, within THREE months from the formation and registration of the said society or organization as the case may be or from the date on which the Flat/Unit/Apartments intended to be put up on the said land is completed and is ready and possession of all the tenements therein is given to the respective Purchasers thereof paid and have received full consideration equivalent to the total of the sale price payable by all the Flat/Unit/Apartment holders as per their respective agreements.

PROVIDED THAT the Purchaser/Allottee/s shall pay to the Owner-Promoter/Vendor his/her/their/its share of the stamp duty and registration fees payable in respect of the Deed of Conveyance/Transfer of the said land and the new buildings and structures constructed thereon and all other related/ incidental deeds, documents, instruments and

writings, to be executed by the Owner-Promoter/Vendor in favour of the said Organization/ Society.

If the said land and the new buildings and structures are submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970, then the Purchaser/Allottee shall bear and pay the stamp duty and registration fees payable in respect of the Declaration, and the Deed/s of Apartment of the said Flat to be executed in his/her/their/its favour.

It is expressly clarified, agreed and understood that if the amounts deposited by the Purchaser/Allottee/s hereof towards payment of the stamp duty and registration fees payable in respect of the Deed of Conveyance/Transfer or the Declaration and Deed/s of Apartment, is found to be insufficient for this purpose for any reason, the Purchaser/Allottee shall within 7(seven) days from receiving the written intimation in this regard from the Owner-Promoter/Vendor or the said Society/Organization, pay the balance amount payable towards such stamp duty & registration fees to the Owner-Promoter/ Vendor or the said Society/Organization, (as the case may be). Unless prevented by circumstances beyond the control of the Promoters, it is agreed that the said property or any part thereof along with building being constructed or to be constructed thereon shall be conveyed by the Owner-Promoter/Vendor herein within one month from the completion of the project

21] RIGHTS OF ADVERTISEMENT:-

The Owner-Promoter/Vendor herein shall have a right to fix their advertisement board, may be in any form, such as neon signs etc. and the Owner-Promoter/Vendor shall be absolutely entitled to fix or erect the same in any part of the said land or proposed scheme and the Purchaser/Allottee herein shall not raise any objection for the same. The Owner-Promoter/Vendor shall be entitled to fix neon signs advertisement board on the top terrace and the Purchaser/Allottee/proposed Organisation shall not raise any objection for the same. The Purchaser/Allottee or their proposed organisation shall not be entitled to claim any charges on this account from the Owner-Promoter/Vendor.

22] OWNER-PROMOTER/VENDOR'S EXCLUSIVE RIGHT:-

a] The Owner-Promoter/Vendor shall be fully entitled and at liberty to sell any of the Flat to any person or

persons of their choice and that the Purchaser/Allottee shall not raise any type of objection/s whatsoever in the dealings of the Owner-Promoter/Vendor with any of the other Purchaser/Allottee of the remaining Flat.

- b] The Owner-Promoter/Vendor specifically reserves its right to offer the said land along with the construction thereon or any part thereof (save and except the said Flat), as security (including by way of a mortgage or charge) to any credit/financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the Owner-Promoter/Vendor, & the Purchaser/Allottee has given & granted his/her/their/its specific & unqualified consent & permission to the Owner-Promoter/Vendor for doing the same.
- c] The Owner-Promoter/Vendor specifically reserves its right to the said land along with the construction thereon or any part thereof (save and except the said Flat) to utilize the same for purpose of development or accumulate adjacent land by the Owner-Promoter/Vendor, & the Purchaser/Allottee has given & granted his/her/their/its specific & unqualified consent & permission to the Owner-Promoter/Vendor for doing the same and that the Purchaser/Allottee/proposed Organization shall not raise any type of objection/s vis-à-vis the same.
- d) It is hereby made clear that furniture lay-out, color scheme, specifications, amenities and facilities, elevation treatment, trees, garden, lawns etc. shown on the pamphlet brochures, literature, film, hoardings, web site and any other promotional medias are shown only for advertisement and the same identical features are not agreed to be provided by the Owner-Promoter/Vendor unless specifically mentioned and agreed in this Agreement. The balconies as shown in the sanctioned plan or pamphlet may be either kept as balconies or may be enclosed at the discretion of the Competent Development Authority and, subject to approval of Development Authority. Hence it is specifically understood by the Purchaser/Allottee that the brochure's, advertisements published by the Owner-Promoter/Vendor from time to time in respect of the said project is just an photographic advertisement material and contains various features

such as furniture layout in the tenement, vegetation and plantations shown around the building/schemes, vehicles etc. to increase the aesthetic value only and are not facts, against which amounts are charged under this Agreement. These Photographic features/amenities are not agreed to be developed/provided unless specifically mentioned and agreed in this Agreement. Also Owner-Promoter/Vendor has discretion to alter and cancel the amenities provided in the brochure/sample Apartment without assigning any reason therefor. In case of any delay in providing any of the common amenities mentioned herein due to unforeseen difficulties or development of the project in various phases, the Purchaser/Allottee undertakes, not to raise any objection and claim compensation, damages etc. for such delay, if caused. Also any oral dialogue with any representative of the Owner-Promoter/Vendor, as to any fact, shall not be considered as legal offering/commitment. This agreement supersedes and nullifies all other offers, representations and this point is clearly and expressly understood and agreed by the Purchaser/Allottee, without requiring any further explanation for the same.

23] UNSOLD UNITS:-

In the event of the society or organization being formed and registered before the sale and disposal by the Owner-Promoter/Vendor of all the Flat/Unit/Apartments in the said scheme, the powers and authority of the society or organization so formed shall be subject to the overall authority and control of the Owner-Promoter/Vendor over all or any of the matters concerning the said Flat and completion thereof and all amenities pertaining to the same and in particular the Owner-Promoter/Vendor shall have absolute authority and control as regards the unsold premises and the disposal thereof. The Owner-Promoter/Vendor shall not be liable to share the maintenance charges and electricity charges in respect of the unsold Flat/s. The Owner-Promoter/Vendor will bear the taxes payable to local governing authority, in respect of unsold tenements, if any, payable till all such unsold Flats are sold.

24] NAME OF THE SCHEME:-

The name of the said scheme/Building shall be **“ABHANG VISHWA PHASE-II”** and the Purchaser/Allottee and/or other Purchasers of the flats and/or the society as the case may be shall not be entitled to change the name of the scheme, the name of the society shall also include the words **“ABHANG VISHWA PHASE-II”**.

25] F.S.I. (FLOOR SPACE INDEX):-

- a) The Owner-Promoter/Vendor herein, is absolutely entitled to utilize/consume the entire FSI (Floor Space Index) in respect of the said land. The Owner-Promoter/Vendor shall be entitled to use and consume the entire available FSI, that may be available in future on any account and separate consent of the Purchaser/Allottee for the same will not be required. In short, the Owner-Promoter/Vendor shall be absolutely entitled to use and consume available FSI in respect of the said land, on any account without obtaining consent of the Purchaser/Allottee.
- b) The Owner-Promoter/Vendor hereby declares that the Floor Space Index available as on date in respect of the said land is **3950.00 Square Meter** only and Owner-Promoter/Vendor has planned to utilize Floor Space Index of _____ **Square Meter** by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Owner-Promoter/Vendor has disclosed the Floor Space Index of _____ **Square Meter** as proposed to be utilized by him on the project land in the said Project and Purchaser/Allottee has agreed to purchase the said Flat/Unit/Apartment based on the proposed construction and sale of apartments to be carried out by the Owner-Promoter/Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

26] T.D.R. (TRANSFERABLE DEVELOPMENT RIGHTS):-

If TDR is permissible to be consumed on the said land at any time, the Owner-Promoter/Vendor shall be entitled to

purchase TDR at their own cost and also to consume the same by constructing premises on any part of the said land or even on the existing buildings and the Owner-Promoter/Vendor shall also be entitled to sell premises to different persons on Ownership basis and the Purchaser/Allottee shall not raise any objection for the same. The Owner-Promoter/Vendor shall be absolutely entitled to submit revised building plans to appropriate authority in order to consume TDR and shall be entitled to obtain necessary sanction for the same from appropriate authority and no separate consent of the Purchaser/Allottee shall be required for the same. The Owner-Promoter/Vendor shall also be entitled to construct premises in order to consume TDR even after completion of the buildings and the Purchaser/Allottee shall not raise any objection for the same and no separate consent of the Purchaser/Allottee is required.

27] EXPRESS CONSENT OF THE PURCHASER/ALLOTTEE FOR ADDITIONAL CONSTRUCTION OR TO MAKE CHANGES IN SANCTIONED BUILDING PLAN :-

- a) The Purchaser/Allottee hereby agrees that the Owner-Promoter/Vendor shall be absolutely entitled to revise the building plan from time to time on any account, as mentioned earlier, may be on account of additional FSI or on account of consumption of TDR etc., and the Purchaser/Allottee shall not raise any objection for the same nor separate consent of the Purchaser/Allottee shall be required. The Purchaser/Allottee hereby expressly further agree that, even if the Purchaser/Allottee is in possession of the Flat agreed to be sold to the Purchaser/Allottee by virtue of this Agreement, then also separate consent of the Purchaser/Allottee in order to obtain sanction to the revised building plan on any account, shall not be required and similarly, the Purchaser/Allottee shall not raise any objection in order to carry out additional construction by the Owner-Promoter/Vendor on account of revised sanctioned building plan or sell the T.D.R. In short, the Purchaser/Allottee hereby expressly agrees that the Owner-Promoter/Vendor shall at all the time be entitled to revise the building plan, on any account and accordingly, shall be entitled to carry out construction and the Purchaser/Allottee/Proposed Organization shall not raise any objection nor separate consent of the

Purchaser/Allottee shall be required. The Owner-Promoter/ Vendor shall be absolutely entitled to sell or transfer premises constructed due to availability of such additional FSI, or due to availability of TDR, in any manner and at any consideration and the Purchaser/Allottee herein, shall not raise any objection for the same nor shall the consent of the Purchaser/Allottee be required.

- b) The Purchaser/Allottee shall not be entitled to raise any objection or claim, any reduction in price of the said Flat agreed to be acquired by him and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever.
- c) The Purchaser/Allottee agree and undertake to permit and give the Owner-Promoter/Vendor all facilities for making any additions, alterations, or to put up any additional structures or floors, on the said plot, even after the Co-operative Housing Society is formed and registered and the said plot and the building constructed thereon is transferred in favour of the proposed society. The Purchaser/Allottee agree and undertake not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons.
- d) The Purchaser/Allottee shall not be entitled to any rebate and/or concession in the price at his/her Flat on account of the construction of additional floor/s and or any other building and/or structure and/or the changes, alterations and additions made in the building or buildings or structures without changing location, size, shape, areas and specifications of the said Flat or on account of any advertisement hoarding satellite etc., put up on the said plot and/or on the building.

28] ELECTRONIC/ELECTRICAL EQUIPMENTS :

The Owner-Promoter/Vendor hereby agrees to provide certain electronic equipments by way of facilities to the said Flat/to the proposed building, such as Lift, Generators etc. The Owner-Promoter/Vendor shall try to provide all the said equipments of standard company. However, the Owner-Promoter/Vendor shall not be held responsible or liable for the performance of such equipments as well as for maintenance of such equipments. In case of any failure in

the performance of such equipments as well as for maintenance of such equipments, the Owner-Promoter/Vendor shall not be held responsible or liable for the same, in any manner. Similarly, the Owner-Promoter/Vendor shall not be held responsible or liable for maintenance charges of such equipments. In short, the Owner-Promoter/Vendor has merely agreed to provide such equipments at their own cost, but the Owner-Promoter/Vendor shall not be held responsible or liable for the performance of such equipments or failure of such equipments as well as maintenance of any of such equipments.

29] BINDING EFFECT:-

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

30] REGISTRATION:-

The Owner-Promoter/Vendor have made it known to the Purchaser/Allottee that this document is compulsorily registerable and Owner-Promoter/Vendor after due execution has handed it over to the Purchaser/Allottee at their instance to present and get it registered.

31] EXPENSES:-

All the expenses for the execution and registration of these presents, viz., stamp duty, registration fees, miscellaneous charges are incurred and paid by the Purchaser/Allottee.

32] INDEMNITY:-

The Purchaser/Allottee is/are aware and understand that the Owner-Promoter/Vendor has entered into this transaction and has agreed to sell the said Flat to the Purchaser/Allottee, relying solely on the Purchaser/Allottee agreeing, undertaking and covenanting to strictly observe, perform, fulfil and comply with all the terms, conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on the part of the Purchaser/Allottee to be observed, performed, fulfilled and complied with, and therefore, the Purchaser/Allottee hereby jointly and severally (as the case may be) agrees, undertake and covenant to indemnify, save, defend and keep harmless at all times hereafter, the Owner-Promoter/Vendor and its successors and assigns, from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties, which they or any of them may have to bear, incur or suffer, and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser/Allottee.

33] INVESTOR CLAUSE:-

The Parties hereto confirm that the Purchaser/Allottee has agreed to Purchase the said Flat/Unit/Apartment as an Investor / Investment Purpose and hence the Purchaser/Allottee reserve his/her/their right to claim stamp duty set off / adjustment of the amount already paid on these presents (if provided by such competent authority) in the event the Purchaser/Allottee resells the said unit to subsequent Purchaser/Allottee.

34] PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/ALLOTTEE / SUBSEQUENT PURCHASER/ALLOTTEE:-

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

subsequent Purchaser/Allottee of the Flat/Unit/Apartment, in case of a transfer, as the said obligations go along with the Flat/Unit/Apartment for all intents and purposes.

35] SEVERABILITY:-

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

36] DISPUTE RESOLUTION:-

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder

37] GOVERNING LAW:-

This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act 1970, Maharashtra Ownership of Flats Act, 1963 or Maharashtra Co-op Societies Act, 1960, Real Estate (Regulation and Development) Act 2016 and the rules made there under.

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

38] All the payments should be drawn on “SHREE SAI VISION CONSTRUCTION”, Account No. 60245220237 at Bank of Maharashtra, Akurdi branch Pune.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at *CHIKHALI*

in the presence of attesting witness, signing as such on the day first above written.

THE SCHEDULE-I

(OF THE PROPERTY ABOVE REFERRED TO)

All that piece and parcel of vacant **portion of land area admeasuring 3950 Square Meter** out of land bearing Consolidated **Block/Gut No. 1599** having total area admeasuring 02 Hector 28 Are, assessed at Rs. 10=31 Paisa lying and situated at village **CHIKHALI**, Taluka Haveli, District Pune, within the limits of Pimpri Chinchwad Municipal Corporation and in the Registration District Pune and Sub- Registration Taluka Haveli, which land is collectively bounded as follows :

On or towards East : By Consolidated Block/Gut No. 1598

On or towards South : By Dehu- Alandi road

On or towards West : By road

On or towards North : By Remaining portion of Consolidated Block/Gut No. 1599.

THE SCHEDULE-II

(OF THE RESIDENTIAL FLAT ABOVE REFERRED)

RESIDENTIAL **FLAT No.** _____ on _____ **Floor** having total saleable carpet area admeasuring _____ **Sq.Mtr.** (i.e. _____ square feet) + adjoining same level Terrace area admeasuring _____ **Sq.Mtr.** (i.e. _____ square feet) including same level area of Balconies of **Wing** ____ in the Scheme known as **“ABHANG VISHWA PHASE-II”** to be constructed on the above said portion of land area admeasuring 3950 Square Meter out of land bearing

Consolidated Block/Gut No. 1599 described in the Schedule-I written hereinabove along with the right to use common areas and facilities as stated hereinabove.

SIGNED AND DELIVERED BY THE WITHIN NAMED

OWNER-PROMOTER/VENDOR				
Sr. No	Name	Photo	Thumb	Sign
1]	MESSERS SHREE SAI VISION CONSTRUCTION represented through its partners:- MR. LAXMAN SIDDHU TAKKEKAR OR MR. HARESH HARIRAM MADNANI OR MR. OM MEVALMAL MULCHANDANI OR MR. VIKAS NAMDEO SANE OR MR. NAGNATH PRABHAKAR WAGHMARE			

WITNESSES

1]
Name:
Address:

PURCHASER				
Sr. No	Name	Photo	Thumb	Sign
1]				
2]				

WITNESSES

2]
Name:
Address:

RECEIPT

RECEIVED of and from the withinnamed Purchaser to the OWNER-
PROMOTER/VENDOR of **Rs.** _____/- **(RUPEES**

ONLY) out of total consideration amount as follows:-

Sr. No.	Amount Rs. Ps.	Particulars
1]	_____=00	(Rupees _____ only) paid by the Purchaser to the Owner/Promoter-Vendor towards booking amount by cheque bearing no. _____ on ____/____/2015 drawn on _____ _____ branch.
Rs. _____=00		(TOTAL RUPEES _____ ONLY)

WE SAY RECEIVED,

WITNESSES:

MESSERS SHREE SAI VISION CONSTRUCTION
through its partners:-

MR. LAXMAN SIDDHU TAKKEKAR
OR
MR. HARESH HARIRAM MADNANI
OR
MR. OM MEVALMAL MULCHANDANI
OR
MR. VIKAS NAMDEO SANE
OR
MR. NAGNATH PRABHAKAR WAGHMARE

SPECIFICATIONS

➤ **Structure**

- Earthquake resistant R.C.C. framed structure.

➤ **Masonry**

- External walls in 6" thick fly ash bricks.
- Internal walls in 6" / 4" thick fly ash bricks.

➤ **Plaster**

- Nerru/ Gypsum finish plaster for internal walls.
- Sand faced cement plaster for external walls.

➤ **Doors**

- Decorative both side laminated door for main entrance.
- Brass fittings with night latch for main door.
- Laminated or designer molded doors for all bedrooms with knob.
- 100% waterproof F.R.P/ P.V.C. doors for bathrooms.
- French door with inbuilt safety grills for terraces.
- Wooden door frames for all rooms.
- Granite frames for bathrooms.

➤ **Windows**

- 3 track powder coated aluminum sliding windows with mosquito screen.
- M.S. grills for safety.
- Marble window Sill for all windows.

➤ **Plumbing**

- Branded CPVC/ UPVC concealed piping.
- Hot & cold mixer unit with shower.
- Jaguar/equivalent fittings.

- Washing machine inlet/outlet with electrical point.

➤ **Electrification**

- Adequate concealed electrical points with branded copper wiring (Finolex/Polycab etc)
- Branded switches (Legrand/Havells/Anchor etc.)
- Each flat with earth leakage circuit breaker for electrical safety.

➤ **Kitchen**

- Premium quality granite for kitchen platform.
- L- Shaped platforms or with extra service platform in granite.
- Good quality stainless steel Sink.

➤ **Flooring & Tiling**

- 24"x 24" good quality branded vitrified tiles for all rooms with skirting.
- Designer concept wall tiles up to lintel level in bathroom.
- Designer concept wall tiles up to window sill level in W.C.
- Dado up to window top level in kitchen.
- Antiskid or rust finish floor tiles for bathroom, W.C., & terraces.
- Checkered tiles flooring in parking/Trimix concrete.
- Wash basin with 2' height. dado.

➤ **Painting**

- Internal plastic emulsion or oil bond paint in entire flat.
- External acrylic & semi acrylic paint for entire building

AMINITIES

- Landscaped garden with party lawn
- Informal sit outs
- CCTV surveillance to all campus
- Intercom system or video door phone
- Fire fighting system
- Lightening arrestor system for buildings
- Decorative compound walls
- Grand main entrance gate with security cabin
- Rain water harvesting system.
- D2H connection for every flat
- T.V. & Telephone point in living room
- Power back-up for every flat _____Amp.
- Exhaust fan point in kitchen
- individual letter box
- Name plates on main door & at building entrance lobby
- Bore wells for additional water for domestic use
- Solar Heating System
- Elegant building elevation
- Branded elevator with Generator back-up
- Designer entrance lobbies and passages
- Internal Paved or Concrete road.
- Convenient Shops for daily needs.
- Kids play area with equipment
- Sand pit.