

II SHRI GAJANAN PRASANNA II

AGREEMENT FOR SALE OF FUTURE IMMOVABLE PROPERTY

This AGREEMENT is made and executed at Pune on this _____ day of _____ in the year 2017.

BETWEEN

M/s MIA PROPERTIES, (PAN No. – AAVFM1878R) a Partnership firm duly registered under the provisions of Indian Partnership Act, 1932, having its office at 7th Floor, City Square Building, Behind The Pride Hotel, Pune 411005 through its Partners **1)SHRI SACHIN ASHOK AGARWAL**, age about 37 years, occupation: business, **OR 2) SHRI. ASHISH MURLIDHAR GAIKWAD**, age about 40 years, occupation: business carrying on business as above.

Hereinafter referred to as **“THE FIRST PARTY/DEVELOPER/PROMOTER”** (which expression shall unless it be repugnant to the context or meaning thereof shall always deem to mean and include the present & future owners, their survivor or survivors, and the heirs, executors, administrators and assigns of such last survivor) of the First Part

...PARTY OF THE FIRST PART

AND

Age about _____ **years, Occupation :** _____

PAN : _____

Residing at - _____

HEREINAFTER referred to as the **“THE PURCHASER/S”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her / their heirs, executors, administrators and assigns)

... PARTY OF THE SECOND PART

AND

1. **SOU. JAYASHRI ASHOK PALANDE** (PAN – DFDPP0061L)
Age – 46 Years, Occupation – Agriculturist/ Housewife,
R/at – Bunglow No. 21, Gera Green Villa, S. No. 64, Kharadi, Pune-14
2. **SHRI. DILIP GOVIND DEVKAR** (PAN – AJZPB7394J)
Age – 53 Years, Occupation – Agriculturist & Business,
R/at – S. No. 29, Krupasagar, Devkar Sadan Ramwadi, Pune Nagar Road, Pune
-411014
3. **SOU. NANDA SHANKARRAO DEVKAR** (PAN – AMVPD5526B)
Age –65 Years, Occupation –Business,
R/at – Krupasagar,Devkar Sadan, Ramwadi Nagar Road, Pune-411014
Through Their Power of Attorney Holder for No. 1 & 3

M/s MIA PROPERTIES, (PAN No. – AAVFM1878R) a Partnership firm duly registered under the provisions of Indian Partnership Act, 1932, having its office 7th Floor, City Square Building, Behind The Pride Hotel, Pune 411005 through its Partners 1) **SHRI SACHIN ASHOK AGARWAL**, age about 33 years, occupation: business, **OR 2) SHRI. ASHISH MURLIDHAR GAIKWAD**, age about years, occupation: business carrying on business as above.

Hereinafter jointly referred to as “**OWNERS/CONSENTING PARTY**” (which expression shall unless it be repugnant the context or meaning thereof mean and include the said firm, the present and future partners constituting the said firm and their respective heirs, successors, executors, administrators and assigns) of the Third Part.

PARTY OF THE THIRD PART

WHEREAS All the piece and parcel of land situated at Gat No. 751, admeasuring about 00 Hectors 85 Ares out of total land admeasuring 01 Hectors 05 Ares having assessment at RS. 2-56 Ps., situate lying and being at Village Lonikand, Taluka Haveli, District Pune, within the jurisdiction of Sub Registrar, Haveli No. 1 to 23 and within the limits of Zilla Parishad, Pune which is more particularly described in the **SCHEDULE I A** written hereunder

WHEREAS All the piece and parcel of land situated at Gat No. 751, admeasuring about 00 Hectors 20 Ares out of total land admeasuring 01 Hectors 05 Ares having assessment at RS. 2-56 Ps., situate lying and being at Village Lonikand, Taluka Haveli, District Pune, within the jurisdiction of Sub Registrar, Haveli No. 1 to 23 and within the limits of Zilla Parishad, Pune which is more particularly described in the **SCHEDULE I B** written hereunder (hereinafter severally referred to and called as the "**SCHEDULE I A** **PROPERTY**" and "**SCHEDULE I B** **PROPERTY**", are collectively referred to as the **SAID PROPERTY** are owned by the Consenting Party herein.

AND WHEREAS, by an Articles of Agreement dated 20/11/2012 the Consenting Party agreed to develop the Schedule I A property , with the Developer by way of joint ventures herein and also executed a Power of Attorney dated 20/11/2012 in favour of the partners of the Developer. The said Articles of Agreement and the Power of Attorney are registered at Sr. Nos. 8831/2012 and 8832/2012 respectively on 20/11/2012 at the office of Sub Registrar, Haveli No. 9, Pune.

AND WHEREAS, by an Articles of Agreement dated 31/10/2012 the Consenting Party agreed to develop the Schedule I B property , with the Developer by way of joint ventures herein and also executed a Power of Attorney dated 31/10/2012 in favour of the partners of the Developer. The said Articles of Agreement and the Power of Attorney are registered at Sr. Nos. 11962/2012 and 11963/2012 respectively on 31/10/2012 at the office of Sub Registrar, Haveli No. 10, Pune. By the virtue of the said Articles of Agreements and the Power of Attorneys, the Developer herein has every right to develop the said property with the Consenting Party under the name and style "**AAPLA GHAR LONIKAND**".

AND WHERAS, a supplementary agreement was executed between the consenting Party No 1 & 2 and the developer at serial no 1275/2014 dated 12/2/2014

AND WHEREAS, the said property was not the subject matter in any proceedings under the Urban Land (Ceiling and Regulations) Act, 1976 and now the said Act has been repealed and therefore there is no impediment of any of the provisions of the said Repealed Act.

AND WHEREAS, a necessary N.A. Permission for the subject land has also been obtained from the Additional Collector, Pune Vide his **PMH/NA/SR/97/2013** dated **31/12/2013** Revised Order No. **PMH/NA/SR/986/2014** dated **5/12/2014**.

AND WHEREAS, PUNE METROPOLITAN REGION DEVELOPMENT AUTHORITY (PMRDA) has granted a Commencement Certificate for the said project vide No. PHA/MOUJE-LONIKAND/GAT NO. 751, P.NO. 3280 dated 3/02/2016.

AND WHEREAS, The Developer and the Consenting Party shall be entitled to amalgamate the said property with the adjoining other properties and shall be entitled to develop such amalgamated properties to the full potential and also such amalgamated property can use the common facilities and amenities as one whole project.

AND WHEREAS, the Developer is developing the said Property “**AAPLA GHAR LONIKAND**” will be developed on Gat No.751. The Developers shall have right to change, amend and revised the sanctioned plans without any consent from the Flat Purchaser/s. The Developer shall form the co-operative housing society of unit purchasers in the building wise manner or of two or more building on or per discretion of developer. The Purchaser/s herein has/have demanded from the Promoters/Developer and the Promoters/Developer has given inspection to the Purchaser/s of all the documents relating to the said land and the plans, designs and specifications prepared by the aforesaid Architects of the Promoters/Developers and such documents are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, the Real Estate (Regulation & Development) Act, 2016 and the rules made there under. The Purchaser has satisfied himself regarding sanction plans, title of said land and other related things in respect of said land.

AND WHEREAS, the Developer has got approved from the concerned local authority/Town Planning Department the plans and specifications, elevations, sections and details of the said building/s, to be constructed on the said subject land;

AND WHEREAS, the Developer intend to develop multiple buildings on the said property in phases. In First phase the Developer intend to construct as their real

estate project for two buildings namely A and B (hereinafter referred as **“AAPLA GHAR LONIKAND PHASE I”**

The Promoter has registered the said Project under the provisions of the Act with the Real Estate Regulatory Authority (**“RERA”**) at ____no. ____, as per the applicable rules;

AND WHEREAS, the Promoters have completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The Developer has further disclosed to the Purchaser that the development of the said land shall be phase wise and the Developer shall have right to change, amend and revise the sanctioned layout plans, construction plans and the Purchaser shall not withhold his consent without any reasonable objection. The Developer has annexed the proposed layout plan to this Agreement as an **“ANNEXURE G”** but without disturbing the area and the location of the said unit, the Developer shall have right to change, amend and revised the said proposed layout plan, the proposed construction plans and got the same sanctioned and the Purchaser/s shall not withhold his / her / their consent for the same. The Developer shall form the co-operative society as the case may be of the Purchasers as per the wings and when the units are sold and buildings are completed then the Condominium shall be formed.

AND WHEREAS by virtue of the above referred the Developer and the owner have the sole & exclusive right to sell the tenements, Flats, Units, Garages and the sole & exclusive right to allot Parking places, Terrace places in the said various building/s to be constructed by the Developer on the said subject land and enter into Agreement/s with the purchaser/s of the tenements, Flats, Units and to receive the consideration in respect thereof.

AND WHEREAS, the copies of Certificate of Title issued by the Advocate of the Developer is annexed hereto as **“ANNEXURE A”**, floor plans of the unit/s agreed to be purchased by the Unit Purchaser approved by the PMRDA is annexed hereto as **“ANNEXURE B”**, N.A Order is annexed hereto as **“ANNEXURE C”**, the Commencement Certificate issued by PMRDA is annexed hereto as **“ANNEXURE D”**, Details of the said accommodation are mentioned in **SCHEDULE II**, Amenities of the flat and common

amenities are mentioned in **SCHEDULE III**, the specifications of the said accommodation are mentioned in **SCHEDULE IV**, 7/12 extract of said property showing the title of the Owner and Developer is annexed hereto as “**ANNEXURE E**” and the consent letter of the Purchaser is annexed hereto as “**ANNEXURE F**”. Any other relevant revenue records showing the nature of the title of the Developer to the said property, on which the units are constructed, are separately shown to the Purchasers.

AND WHEREAS, the Developer herein has entered into a standard agreement with Architect Viinod and Associates, having his office at Sankala Arcade, Office No. 103, final Plot No.70, CTS No. 41/2, Erandwana, Pune – 411004 and the Developer has appointed a Structural Engineer **G. A. Bhilare Consultants Pvt. Ltd.** having office at “**Gauri Nandan**”, **Plot No 13, Shanti Sheela Society, Near FTII, Law College Road, Erandwane, Pune – 411 004** for the preparation of the structural design and drawings of the building and Developer accept the professional supervision of the Architects and the Structural Engineer till the completion of the building/s to be constructed on the said subject land. The Developer has reserved the right to change the aforesaid Architect and Structural Engineer during the course of said construction scheme.

AND WHEREAS, the Purchaser has applied to the Promoters for allotment of an Flat No. _____ on _____, floor, Wing “_____” situated in Phase I being constructed in the said project.

AND WHEREAS the Purchaser has before execution of these presents independently scrutinized the foregoing/ necessary documents with the help of its Advocate and of such other documents as mentioned in the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963 (MOFA) and in the Real Estate (Regulation and Development) Act, 2016 and the Rules made there under as demanded by the Purchaser. The Purchaser has been completely satisfied itself in respect of the title of the Promoter to the Schedule I land and his right to construct a building project thereon and his right to sell the constructed Flats/ Units and of the due compliance by the Promoter;

AND WHEREAS the Developer herein and the Owners of the said land, are alone entitled to develop and construct the Building/s on the said land and have exclusive

right to sell, lease, mortgage etc. the flats, shops, Offices, go down, tenements, allot car Parking spaces, terraces, reserved/restricted areas, garden area, garage/outhouse, space for advertisements, space for mobile tower on the terrace of the building etc. in the building which is under construction or to be constructed on the said land by the Promoters/Developers and to enter into Agreements with the Purchasers, Mortgagees, lessees, etc. and to receive the sale price and deposit and other charges in respect thereof;

AND WHEREAS, the Developer has accordingly commenced construction of the said building/s in accordance with the said plans and the construction will be completed in accordance with the said plans with all additional additions/alterations/ revisions/modifications, if any, in the said plan.

AND WHEREAS, the said project when completed will be known and styled as “AAPLA GHAR LONIKAND”.

AND WHEREAS the Developer proposes to sell/allot the Flat/Tenement/Apartment and also attach use pertaining to car parking space/open space/ Terrace/Garage appurtenant or adjoining to certain flats in the said building/s on Ownership basis and is / will be entering into separate Agreements for Sale/allotment of such modifications as may be desirable by the Developer with a view that ultimately all such Flat Purchasers/Allottees together shall form and incorporate a Co-operative Society/Limited Company. (Hereinafter referred to as **BODY / ORGANIZATION**)

AND WHEREAS, the Flat Purchaser demanded from the Developer and the Developer has given inspection to the Flat Purchaser of all the documents of title relating to the said property, the said order, the agreement and the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified under the said Act.

AND WHEREAS the Developer herein has requested the Unit Purchaser to carry out independent search by appointing his / her / their own Advocate and to ask any queries and the Unit Purchaser has / have satisfied himself / herself / themselves in respect of the marketable title of the Owners/Consenting Party and rights of the Developer herein, and thereafter the Unit Purchaser has agreed to purchase the unit

detailed in **SCHEDULE II** hereunder and more particularly delineated in red color boundary line on the **ANNEXURE B** annexed hereto (hereinafter referred to or called as **"THE SAID UNIT"**). The Purchaser has visited the site and he is well aware of the exact location and distance of the site and after verified all the documents relating to the said project he has agreed to purchase the said accommodation / said unit.

AND WHEREAS, the Flat Purchaser is aware of the fact that the Developer has entered or will enter into similar and / or separate agreements with several other person /s and party/ies in respect of other Units etc. in the said building/s and/or retain for himself or any private person any portion of the said building / project / property for him / her / their / its own exclusive or restricted sole use and enjoyment and /or for utilization of any balance FSI or additional FSI or TDR.

AND WHEREAS the Purchaser is desirous of acquiring right, title and interest in Residential Premises bearing Flat No. _____, having carpet area admeasuring about _____ sq. ft. i.e. _____ sq. mtrs. (the "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser/s or Verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.) along with adjacent Sitout admeasuring carpet area of about _____ sq. ft. i.e. _____sq. mtrs., along with adjacent Enclosed Balcony admeasuring carpet area of about _____ sq. ft. i.e. _____sq. mtrs., along with adjacent terrace admeasuring carpet area of about _____ sq. ft. i.e. _____ sq. mtrs., along with adjacent Open Balcony admeasuring carpet area of about _____ sq. ft. i.e. _____ sq. mtrs, along with adjacent Dry Balcony admeasuring carpet area of about _____ sq. ft. i.e. _____ sq. mtrs situated on _____, Floor in Wing/building **"_____"** in Phase **I** of the Project **"AAPLA GHAR LONIKAND"** situated in Schedule I land and the abovementioned unit is more particularly described in Schedule II written hereunder referred to as the Said Flat and has made an offer to the Developer.

AND WHEREAS the Promoter in compliance of Section 4 of Maharashtra Ownership Flats Act, 1963 and Section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Apartment in favour of the Allottee/s / Unit Purchaser/s, being in fact these presents and also to register said Agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

AND WHEREAS, The parties hereto desire to record the terms and conditions of this Agreement;

NOW THEREFORE THIS PRESENTS WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1) CONSTRUCTION:

The Promoters/Developers herein have obtained sanction for the building plans in respect of the building which is under construction or to be constructed on the said land and the Promoters/Developers herein shall commence, continue and complete the construction of the building on the said land in accordance with the plans, designs and specifications approved or to be approved by the concerned authority or within building construction rules and regulation of the Local Authority. The approved plan has been seen and approved by the Purchaser/s, subject to such alterations and modifications as the Promoters/Developers in its/their sole discretion may think fit and necessary or may be required by the concerned local authority / Government, to be made in the same and duly certified by the Architect/Engineer.

2) CONSIDERATION OF THE SAID ACCOMMODATION:

Relying upon the Purchaser/s representation and the assurance, the Promoters/Developers herein have agreed to sell and the Purchaser/s herein has/have agreed to purchase in the construction scheme in the project known as **"AAPLA GHAR LONIKAND"**, a residential the Flat bearing No _____, admeasuring area about _____ sq. mtrs. i.e. _____sq. ft. carpet i.e.,

along with adjacent Sitout admeasuring carpet area of about _____ sq. ft. i.e _____ sq. mtrs., along with adjacent enclosed balcony admeasuring carpet area of about _____ sq. ft. i.e _____ sq. mtrs., along with adjacent terrace admeasuring about _____ sq. mtrs, i.e. _____ sq.ft carpet, along with adjacent Open Balcony admeasuring carpet area of about _____ sq. ft. i.e _____ sq. mtrs., along with adjacent Dry Balcony admeasuring carpet area of about _____ sq. ft. i.e. _____ sq. mtrs i.e. situated on _____, Floor Phase I of **WING/BLDG “_____”** **along with _____ Car Parking** admeasuring about ____Sq. Ft. i.e. ____ Sq. Mtrs. (the Parking No. shall be allotted at the time of possession) appurtenances thereto which is more particularly described in “Schedule II” written hereunder and herein after the aforesaid premises referred to or called as **“THE SAID ACCOMMODATION”** at or for total consideration of **Rs. AGREEMENTCOST/- (AGREEMENT COST RS WORD)**/-including the price for the proportionate share in the said land subject to the encumbrances of restricted areas and facilities and further including price of the common areas and facilities appurtenant to the Accommodation and also including the expenses for obtaining electric connection from M.S.E.D.C.L., proportionate charges of legal expenses, Grampanchyat and Town Planning expenses, expenses for conveyance etc. but excluding GST and fine etc. as applicable which shall be paid by the Purchaser to the Developer to the respective authorities directly. The nature, extent and description of the common areas and facilities and restricted areas and facilities, are more particularly described in the Schedule-VI written hereunder and the Promoters/Developers herein has agreed to provide the amenities in the said Accommodation are more particularly described annexed hereto.

The above mentioned price is a unit price which is escalation-free, save and except increases which the Unit Purchaser/s hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Unit Purchaser/s for increase in development charges, cost/charges imposed by the competent authorities, the promoter shall enclose the said

notification/order/rule/regulation to that effect along with the demand letter being issued to the Unit Purchaser/s, which shall only be applicable on subsequent payments. The promoter may charge the Unit Purchaser/s separately for any up gradation/ changes specifically requested or approved by the Unit Purchaser/s in fittings, fixtures and specifications and any other facility which have been done on the Unit Purchaser/s request or approval but which have not been agreed upon herein or as shown in the website of the registered authority and the area mentioned is for the purpose of paying Stamp Duty as prescribed by the registration authorities and this is not a Sq. Ft. deal but a package deal and on the terms and conditions hereinafter appearing. It excludes the amount of stamp duty, registration charges, amount of G.S.T., and Legal Charges and amount of maintenance, as applicable which shall be paid by the Purchaser/s to Developer as and when asked for. The Developer & the Unit Purchaser/s agreed not to question or challenge the said consideration since the same having been settled on lump sum basis considering all aspects and other terms of the agreement. The present Agreement is not a construction agreement or works contract of service contract and the Property in the said building as well as in the said unit would vest only with the Developer and would pass on to the Unit Purchaser/s only on the execution of the Conveyance Deed. Despite the said legal position, if any taxes are levied on the present agreement then the Unit Purchaser/s shall be liable to pay the same.

The Unit Purchaser/s has/have paid the GST by separate payments to the Developer. It is also agreed between the parties hereto that, the Unit Purchaser/s herein shall bear and pay the amount of GST as applicable on every installment of payment of consideration. If at any time, after execution of this agreement, the GST increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said property or the said tenement or this agreement or the transaction herein, shall exclusively be

paid/borne by the Purchaser/s. The Purchaser/s hereby, always indemnifies the Promoter from all such levies, cost and consequences.

AND WHEREAS, it is further agreed upon and explained by the promoter to the Purchaser/s that, GST has been applicable and will be applied on present transaction by the Government from 1st July 2017 or any other date as per the Government Policy, the Promoter has already past on the Tax rebate of GST to the purchaser on the price agreed in the present agreement i.e the price has already been discounted considering the setoff of GST to the promoter. This consideration amount and the setoff mechanism have been explained to the purchaser by the promoter and the purchaser has verified the same. Hence, the consideration amount decided in this agreement is net off GST. Therefore the Purchaser/s in no case shall demand any further reduction/rebate in the agreed price for the said unit and is under obligation to pay such applicable Govt. charges including the GST for the present unit and have no objection for the same.

The Developer shall intimate the Flat Purchasers about the imposition of any other taxes that may be levied due to construction of the present Agreement or by any amendment to any of the tax laws by the Government. The Flat Purchaser shall pay the said tax to the Developer within 7 days from the date of intimation. If the Flat Purchaser fails to pay the said tax within the stipulated period then their shall remain a lien or charge of the said arrears on the said flat in favour of the Developer and the Developer shall be entitled to recover the same from the Flat Purchaser with interest thereon.

The promoter shall confirm the final carpet area that has been allotted to flat purchaser after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if, in the carpet area, subject to variation cap of 3% The total price payable for the carpet area shall be recalculated upon confirmation by the promoter. If there is any reduction in the carpet area within the defined limits then the promoter shall refund the excess money paid by flat purchaser within 45 days with annual interest specified in the rules, from the date when such an excess amount was paid by the flat purchaser. If there is any increase

in the carpet area allotted to flat purchaser, the promoter shall demand additional amount from the flat purchaser as per the next milestone of the payment plan. All these monetary adjustment shall be made at the same rate per square meter as agreed in payment clause of this agreement.

The flat purchaser authorizes the promoter to adjust/appropriate all payments made by him/her under any head/s of dues against lawful outstanding, if any, in his/her name as the promoter may in its sole discretion deem fit and the flat purchaser undertakes not to object/demand/direct the promoter to adjust his payments in any manner.

It is hereby agreed that the time for payment as specified above is the essence of the contract and on failure of the Flat purchaser to pay the same on due dates, it shall be deemed that the Flat purchaser has/have committed the breach of this Agreement and the vendor shall be entitled to take such action, as it is entitled to take in case of breach of this Agreement and also terminate this Agreement.

The consideration of the said Flat as agreed between the vendor and the Flat purchaser herein is as per the prevailing market rate in the subject locality, which is the true and fair market value of the said Flat. But the vendor has not accepted any amount more than agreed consideration and sold the said flat to consideration amount though the government valuation is higher than the agreed consideration.

If any amount due and payable by the Flat purchaser remains unpaid then the vendor at his discretion and without prejudice to his other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Flat purchaser or from any amount payable to the Flat purchaser adjust the account accordingly and in case till there are dues from Flat purchaser, make demand accordingly.

The promoter shall maintain a separate account in respect of sums received by the promoter from the flat purchaser as advance or deposit, sums received on account of share capital for the promotion of the Co-operative society or

association or company or towards the outgoings, legal charges, and shall utilize the amounts only for the purposes for which they have been received.

The Flat purchaser shall make all the payments to the vendor by Demand Draft only or by local cheques. If the Flat purchaser makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the vendor and to the extent the said amount is credited by deducting the Commission of the bank.

03) PAYMENT IN INSTALLMENTS:

The Purchaser/s herein is well aware that construction of the building on the said land is in progress and considering this aspect the Purchaser has/have agreed to pay the aforesaid agreed consideration to the Promoters/Developers herein in the following manner:

%	Escrow Collection	Expenses	Description
10%			On or before signing of the agreement
20%			Within 7 days from the date of execution of this agreement
15%			Within 8 days from the Completion of Plinth Work of the building in which said Unit is situated.
5%			Within 8 days from the Completion of First slab of the building in which said Unit is situated.
5%			Within 8 days from the Completion of Third slab of the building in which said Unit is situated.
5%			Within 8 days from the Completion of Fifth slab of the building in which said unit is situated.
5%			Within 8 days from the Completion of Seventh Slab of the building in which said unit is situated.
5%			Within 8 days from the Completion of Top Slab of the building in which said unit is situated.

5%			Within 8 days of Completion of Internal walls of the said Unit.
5%			Within 8 days from the Completion of the flooring, staircases, lift wells, up to the floor level of said flat.
5%			Within 8 days from the completion of the external plaster, elevation of the building or the wing in which the said unit is situated.
5%			Within 8 days from the completion of the internal plaster, terrace with waterproofing of the building/ wing in which the said unit is situated,
5%			Within 8 days from the completion of the Door windows, Sanitary fitting and lobbies of the building wing in which the said unit is situated,
5%			At the time of intimation of the possession of the said unit
Total			

The Purchaser shall pay the aforesaid amount of consideration on due date without any intimation from the Developer and in case the Developer given the written intimation of the Purchaser calling upon the Purchaser to make the payment then the Purchaser shall pay the aforesaid amount within 07 days from the receipt of intimation. Payment is the essence of contract. The Unit Purchaser/s shall issue cheques / D.D.s for the each of the installments separately as per the bifurcation shown hereinabove and after the realizations of the said Cheques / D.D.s, the Developer shall instruct his bankers to bifurcate such amounts in the proportion of 70:30 and the 70% amount shall be transferred to the separate account as per the provisions of RERA. The Developer shall deposit the 70 % of each of the above mentioned installments against the said consideration received from the Unit Purchaser / s in the separate Bank Account as mentioned hereinabove and shall provide certificates from Engineer, Architect and the Chartered Accountant at the time of withdrawal of the amounts as per the RERA. The amounts mentioned as expenses hereinabove shall be withdrawn by the Developer separately after

complying with the provisions of RERA and the said expenses amounts shall have no concern with the consenting party. The remaining 30% of the amount shall be deposited by the Developer in his own account. The said total amount of consideration is subject to increase due to the 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 Developer undertakes and agrees that while raising a demand on the Unit Purchaser/s for increase in development charges, costs or leave imposed by the competent authorities etc. the Developer shall enclose the said notification / order / rule / regulations published / issued in that behalf to that effect alongwith the demand letter being issued to the Unit Purchaser/s.

4. OBSERVANCE OF ALL CONDITIONS IMPOSED BY LOCAL AUTHORITIES:

It is hereby agreed that the Developer and the Unit Purchaser/s shall observe, perform and comply with all the terms, conditions, stipulations, and restrictions, if any, which have been or which may be imposed by the concerned local authorities at the time of sanctioning of the plans or any time thereafter or at the time of granting Completion Certificate. The Unit Purchaser / s shall not be entitled to claim possession of the said Unit until the completion certificate in respect of the said Unit is received by the Developer and the Unit Purchaser pays all the dues payable under this agreement in respect of the said Unit to the Developer and is not guilty of breach of any of the terms of these presents.

5. F.S.I: -

The Developer has shown the sanctioned plan to the Flat Purchaser which shows the Floor Space Index (FSI) presently available & unutilized F.S.I in respect to the said land. The Developer hereby declares that the Floor Space Index available as on date in respect of the project land is _____ Square Meters only and the Promoter has planned to utilize by same Floor Space Index by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme or F.S.I. that may become available due to

the handing over of roads etc. as mentioned in the Development Control Regulation or based on execution of increased FSI which may be available in future or modification to Development Control Regulations which are applicable to the said project. The Developer has disclosed the Floor Space Index of _____ Sq. mtrs. as proposed to be utilized by him by availing of TDR or FSI available on payment of premiums for staircase, balconies, lobbies, terrace, passage, etc. 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 and the Unit Purchaser/s has agreed to purchase the said accommodation based on the proposed construction and sale of accommodations to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the available potential FSI shall belong to Promoter only. The Developer has attached the Sanctioned Layout Plan as **ANNEXURE H** as well as Proposed Layout Plan to these presents as **ANNEXURE G**. The plan of the said Premises is subject to amendments and changes as may be stipulated by the sanctioning authorities, Government, local authority and / or the requirements of the Developer. The Unit Purchaser/s has/ have agreed to purchase the said Apartment based the proposed construction and sale of apartments to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only. The Purchaser hereby agrees and gives his specific irrevocable consent, through the present Deed by executing a No-Objection Certificate/ Consent Deed/Consent Letter, is attached **ANNEXURE F**, to the Developer to carry out such amendments, alterations, modifications and / or variations in constructing the said Premises, said Building on the said property and / or to the layout plan and / or to the Building plans (whether or not envisaged and / or constructed at present), provided that the location and the area / size of the said Premises agreed to be purchased by the Purchaser is not in any manner adversely affected. The Purchaser agrees that the said consent is irrevocable. It is disclosed by the Developer to the Purchaser/s that the amenity space in the said lay out or in the proposed lay out shall be developed by the Developer by getting the construction plans sanctioned from the appropriate authority and the Unit Purchaser/s consent/s to the same. The

Developer shall sell the units in the building constructed on the said amenity space to any third party at any price as he may deem fit and the Purchaser / s shall not have any concern with it.

6. T.D.R.: -

The Developer hereby declares that the Floor Space Index available in respect of the said property is used only for the said larger project but the F.S.I. of the said property shall be consumed on the said property only and no part of the said Floor Space Index has been utilized by the Developer elsewhere for any purpose whatsoever. The residual F.A.R. (F.S.I.) in the plot of the layout not consumed will be available exclusively to the Developer at all times. The Developer has disclosed to the Unit Purchaser/s that the part of the F.S.I. shall become available only after happening of certain events during the construction of the said project and after such events happened, the Developer shall get the construction plans revised from the appropriate authority, without disturbing the area and location of the said accommodation and the Unit Purchaser/s shall give his No Objection without any delay. The Developer shall be entitled to avail and utilize anywhere on the said property/said Larger Project or in/upon the proposed building/s FSI / T.D.R, if allowed, in future and the Unit Purchaser/s shall not withhold his / her / their consent without any reasonable cause. The Developer is entitled to utilize the residual TDR / FSI, if any, permitted as per revised D.C. rules & or the Developer is also entitled to put any additional floors for which adequate arrangement of amenities are already made and for putting such additional floors, the structural arrangement have already been made and the said construction is part of the said project & about the same Purchaser / s has / have got satisfied after seeing the necessary records of the Developer and have accorded their consent for making further construction over the building already sanctioned subject to the condition of Purchaser's tenement is not altered or changed.

7 THE SAID UNITS ARE AGREED TO BE SOLD SUBJECT TO: -

- a. Any scheme or reservation affecting the said property or any part or parts thereof made or to be made by any Authority concerned including the

terms covenants stipulations and conditions contained in the Agreement/s relating to the said property.

- b. Its present user as residential and / or non-residential and / or other permissible users. Any relevant and necessary covenants as may be stipulated by the Developer for the more beneficial and optimum use and enjoyment of the said property (i.e. the said property together with the building thereon) in general and for the benefit of any class of holders of any flat/s and other flat/s as the case may be or any part thereof including the absolute and irrevocable right of the Developer to exclusively and absolute use and utilized as above enumerated the benefit of any enhanced FSI / FAR or to absorb and consume the TDR rights, if any, acquired on any portion/s of the said property.
- c. All rights of water, drainage, water course, light and other easement and quasi or reputed easements and rights of adjoining land Owner/s and their prospective members affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The Developer shall not be required to show the creation of or define or apportion any burden.
- d. All the covenants and conditions ensuring for the benefit of the said person / s as contained in the Agreement / s made between them and / or the Developer, Order of Layout and / or sub-division relating to the said property, Order of conversion and all terms and conditions stipulated by the Developer in respect of the common areas and facilities and amenities to be provided for the benefits of the said property or any part / s thereof and in the said larger project.
- e. For the aforesaid purpose and all purposes of and incidental thereto, and / or for the more beneficial and optimum use and enjoyment of the various portions of the said property and / or any part / s thereof of the Developer in such manner as may be desired by the Developer, the Developer shall be entitled to grant, over, upon or in respect of any portion/s of the said property, all such rights, benefits, privileges,

easements etc. including right of way, right of draw from or connect to all drains, sewers, water, electricity, telephone connections and/or installations and other service in the said property and/or any part/s thereof right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the said property and/or any part/s thereof and in the said larger project for the more beneficial and optimum use and enjoyment of the same in such manner as may be desired by the Developer. The Developer shall, if they so desire, be also at liberty to form and incorporate one ultimate body hereinafter referred to in respect of the said property and/or any part/s thereof subject to the same being permissible by the authorities concerned and the Purchaser/s hereby irrevocably consent/s to the same. The term ultimate body shall be accordingly construed wherever such construction is permissible in relation to said term.

- f. It being made expressly clear that the ultimate body's transfer deed/s in respect of the said property viz. the said property and/or any part/s thereof with building thereon shall contain such provision which shall be accordingly framed and the burden thereof shall run with the land shall be binding upon all the persons who are the holders of their respective flat/s comprised in the said property as the Developer may reasonably require for giving effect to and/or enforcing the said restriction covenants and stipulations.
- g. It is hereby recorded that the consideration factor arrived at between the parties hereto under these presents is suitably priced keeping into consideration the rights and obligations reserved and vested into each and therefore the Unit Purchaser shall have no right or remedy to defer or deny any obligation imposed on him since he has availed of the benefit factor of such obligation by reduction in the consideration hereunder.

8. INTEREST ON AMOUNTS DUE: -

The Unit Purchaser / s agree / s to pay to the Developer with interest as prescribed under the Rules i.e. the State Bank of India Highest marginal cost of lending rate plus 2 % on all the amounts which become due and payable by the

Unit Purchaser / s to the Developer under the terms of this agreement from the date the said amount is payable by the Unit Purchaser/s to the Developer. It is specifically agreed that the Developer shall be entitled to claim interest amount from the Unit Purchaser/s any time before handing over the possession of the referred Unit to them.

9. TITLE OF BUILDING: -

The name of the buildings under construction are and shall always remain as stated above and the name of the Co-operative Society/Limited Company/Condominium formed and the said property hereditaments and premises together with the building or buildings and other structure constructed thereon shall bear the name “**AAPLA GHAR LONIKAND**”. The Unit Purchaser’s Co-operative Society/Limited Company as the case may be shall not change, alter or modify the said name without the prior written consent of the Developer at any time. The Unit Purchaser/s shall keep the front side and rear elevation of the said building or building/s or other structures in which the said premises are situated in the same position only as the Developer construct and shall not at any time alter the position of the said elevation in any manner whatsoever without the consent in writing of the Developer. If the Unit Purchaser or any other Unit Purchaser/s of the other premises desire/s to put any grills or any windows on other places and/or desires to put Air-conditioners, the same shall be according to the design supplied by the Developer and in such places or in such manner as may be directed by the Developer.

In the event of the ultimate body being formed and registered before the sale and disposal of all the Units by the Developer in the said building the power and authority of the society so formed or of the Unit holders and the Unit Purchasers of the other flats in the building shall be subject to the overall authority and control of the Developer in respect of any of the matters concerning the said building/s, the construction and completion thereof and all amenities pertaining to the same and in particular the Developer shall have absolute authority and control as regards the unsold Units and other premises and the disposal thereof.

10. PAYMENT OF TAXES AND MAINTENANCE IN RESPECT OF UNSOLD UNITS :-

The Developer shall be liable to pay only the Grampanchayat Taxes/statutory taxes, at actual, in respect of the unsold flats and other premises and the token sum of Rs.11/- (Rs. Eleven Only) per month towards out goings in respect of the unsold Units. In case the Deed of Conveyance is executed in favour of the Ultimate Body, the disposal by the Developer of all the flats and other premises in the said building/s, then and in such case the Developer/Member in respect of such unsold premises and as and when such premises are sold, to the person of the choice and at the discretion of the Developer (the realizations belonging to the Developer alone) the Ultimate Body shall admit as members the Purchasers of such premises without charging any premiums or any other extra payment of whatsoever nature. The Developer shall not and will not be liable or required to pay any transfer fees, entrance fees or any fees or charges under any head and also will not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold units other than the token sum of Rs. 11/- per month as mentioned above and also the allottees of such unit shall be liable to pay maintenance from the date of allotment and delivery of possession. The Developer is developing the said property in phase wise manner. It shall be the option of the Developer either to have one or three Ultimate Body/ies in respect of all or different group of Building/s to be constructed by the Developer as aforesaid on the said property or on the said layout land and to convey the said property or the said layout land to such ultimate body/society or to have separate Co-operative Housing Societies in respect of the different building/s/ flats to be constructed by the Developer, in which event, such different building or buildings / flats together with the land appurtenant thereto (to the extent and of the dimensions as may be decided upon by the Builders) shall be conveyed in favour of the separate bodies/Co-operative Housing Societies with adequate means of access to each of such building/s, with provisions for maintenance and repairs by the societies concerned of the water tanks, water and other pipes and amenities and giving access to the respective building/s. The provisions here in above contained in the proceeding clause, for conveying the said building/s and the said property shall be subject to the provision of this clause.

11. TERMINATION OF AGREEMENT: -

Time for payment of each installment and other dues in terms hereof is the essence of the contract. In the event of the Purchaser/s committing default in payment on due date / stages / schedule of any amount due and payable by the Purchaser/s to the Developer under this agreement (including his / her / their proportionate share of taxes levied by concerned local authority and other outgoings) or on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Developer shall be entitled at his own option to terminate this agreement.

Provided always that the power of termination hereinabove contained shall not be exercised by the Developer unless and until the Developer shall have given to the Purchaser/s fifteen days prior notice in writing of his intention to terminate this agreement by Registered Post A.D. at the address given in this Agreement for service or by e-mail of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within the time mentioned in such notice. If Purchaser/s fail/s to remedy the said breach within 15 days from the receipt of notice, then the Developer shall be entitled to terminate these presents and shall refund the amount received till then by the Developer from the Purchaser/s after the deductions of the administrative charges of amount equal to 10% of the total agreement value and after deducting the amount paid towards the Stamp Duty, Registration, Legal Charges and the amount paid towards the taxes such as GST, on all the amounts. The Developer shall not be liable to pay any interest on such refund amount. Upon termination of this agreement and refund of aforesaid amount by the Developer and the Purchaser / s shall execute and register a Cancellation Deed in favour of the Developer canceling the present Agreement. Further the Developer shall be at liberty to dispose off and sell the said Accommodation to such person and at such price as the Developer may in their absolute discretion think fit after the execution and registration of the Cancellation Deed

with the Purchaser/s. The Developer can without any hindrance or objection from the Unit Purchaser/s who shall be deemed to have given his consent for such resale. The Purchaser/s herein irrevocably nominate, constitute and appoint Shri Prakash Narang, Adult, Occupation: Service, residing at 432, Mangalwar Peth, Pune – 411 011, as his/her/ their, constituted attorney to execute and admit the execution of Deed of Cancellation or any other document as may required to cancel this transaction in law on termination of this agreement as aforesaid and who is entitled to do the same on refund of amount by cheque/demand draft as aforesaid by post. By executing these presents the Purchaser/s for himself/herself/themselves and his/her/their heirs, executors and administrators ratify and confirm and agree to ratify and confirm aforesaid act of the Constituted Attorney by virtue of these present clause

Without prejudice to the right of the Developer to take action for breach arising out of delay in payment of the installments on the due dates, the Purchaser/s shall be bound and liable to pay interest as prescribed under the Rules i.e. the State Bank of India Highest marginal cost of lending rate plus 2 % with quarterly rests on the installments which become due and payable by the Purchaser/s to the Developer till date of actual payment and the Developer may continue with these presents.

Without prejudice to the aforesaid, the Developer may at its absolute discretion accept payment with interest as mentioned hereinabove on the amounts of installments in respect whereof a delay / default has been committed by the Purchaser for the delayed period. However this will not amount to waiver of any right or authority of the Developer including the right of the Developer to terminate the agreement and forfeit the earnest money nor will the same amount to waiver of specific condition that payment on time is the essence of the contract.

12. POSSESSION OF UNIT: -

The Developer shall give possession of the said Unit to the Unit Purchaser/s on or before _____ from these present on receiving all the dues payable by the Unit Purchaser/s, to the Developer, if any. However, Unit Purchaser/s will not

be entitled to claim or get the possession of his/her/their Unit till he/she/they rectify breach, if any, of any of the terms presents. The unit purchaser shall take the possession within 15 days or any additional period of days as may be allowed by the Developer from the date of intimation from the Developer that the said unit is ready for occupation, failing which the unit purchaser shall be liable to pay maintenance per month towards the maintenance of the said unit from the date of intimation. In pursuance of these presents if the Developer fail or neglect to give possession of the Unit to the Unit Purchaser/s on account of reasons beyond their and/or their agents control as per the provisions of section 8 of Maharashtra Ownership Flats Act, and provisions of Real Estate (Regulations and Development) Act, then Purchaser/s shall have right to terminate this Agreement and the Developer shall be liable on demand to refund to the Purchaser the amount received by them in respect of the Unit along with interest as prescribed under the Rules i.e. the State Bank of India Highest marginal cost of lending rate plus 2 % from the date the Developer has received the sum till the date the amount and interest is repaid. If the Unit Purchaser/s does/do not intent to withdraw from the project then the Developer shall pay the interest as specified in the rule on all the amounts paid by the Unit Purchaser/s every month of delay, till the handing over the possession.

Provided that the Developer shall be entitled to reasonable extension of time for giving possession of said Unit on the aforesaid date, if the completion of building in which the Unit is to be situated is delayed on account of:

- (i) War, civil commotion or local riots, heavy rain fall, fire, or act of God.
- (ii) Any notice, order, rules, notification of the Government and / or public or Competent Authority including the authorities under the Urban Land (Ceiling and Regulation) Act, 1976, Collector, or any disputes or matters relating to the property pending final determination by the courts or any other authorities.
- (iii) Changes in any rules, regulations and bye-laws of various statutory bodies and authorities from time to time then affecting the development and the project.
- (iv) Delay in grant of any NOC / permission / license / connection / installation of any services such as lifts, electricity & water connections

and meters to the scheme / flat, Road NOC or Completion Certificate from appropriate Authority. Delay or default in payment of dues by the Unit Purchaser under these presents. (Without prejudice to the right of Developer to terminate this agreement)

- (v) Pendency of any litigation.
- (vi) Any act beyond control of the Developer.
- (vii) Before delivery of possession of the Flat the Flat purchaser shall pay to the vendor the Flat purchasers share of stamp duty and the registration charges payable, If any, payable by the Flat purchaser on the conveyance or any document or instrument of transfer in respect of the said Flat to be executed in favor of the Flat purchaser herein after adjustment of the stamp duty paid to this agreement.
- (viii) Before delivery of possession of the said Flat the Flat purchaser shall satisfy himself about the correctness of area of the said Flat and about the quality of construction work and specification/amenities provided. After the delivery of possession the Flat purchaser shall not be entitled to make any complaint therefore and all the right regarding the same shall be deemed to have been waived.

13. USE OF FLAT / PARKING: -

That the Unit Purchaser / s shall use the Unit or any part thereof or permit the same to be used only for purpose allowed as per plan sanctioned by the local authority. He /she/they shall use the parking space only for purpose of keeping or parking his / her/their own vehicle and shall only park his/her/their vehicle in the specific parking space attached to him / her/them and shall not disturb the parking facilities attached to the other Unit Purchasers or claim any rights on the un-attached parking spaces. The Purchaser/s is/are hereby prohibited from raising in the matter of attachment of accommodation flat /car parking etc. as per the "Schedule II" by the Developer on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality.

14. FORMATION OF CO-OPERATIVE SOCIETY/ LIMITED COMPANY/ APARTMENT CONDOMINIUM: -

The Unit Purchaser / s along with other Purchaser / s of the Unit / s in the building / s shall join in forming and registering the Co-operative Society / Limited Company / Apartment Condominium and for becoming a member including the bye-laws of the proposed Co-operative Society / Limited Company / Apartment Condominium and duly filled in, sign and return to the Developer within 8 days of the same being forwarded by the Developer to the Unit Purchaser/s so as to enable the Developer to register the said organization of the purchaser/s under section 10 of the said Act and the time limit prescribed by the Rule 8 of the Maharashtra Ownership Flats (Regulation of the Developer of Construction, Sale, Management and Transfer) Rules 1964 shall not be applicable since these presents provide for the time limit. No objection shall be taken by the Unit Purchaser/s if any changes or modification are made in the draft Byelaws or the Memorandum and / or Article of Associations as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be or any other Competent Authority. The Developer shall have the right and discretion to form in singular or with separate identities from time to time sign and execute the application for registration and or membership and other papers of the documents necessary for the registration and complete the formalities required for that. The Developer shall, may in his discretion, form one society in full or separate societies for separate phases / wings in respect of the buildings constructed on the said property. In case the Developer decides to form several the Co-operative Society / Limited Company / Apartment Condominium then there shall be formed a Federation of Societies and each of the societies from the buildings constructed on the said property shall send their representative to the Federation of the Co-operative Society / Limited Company / Apartment Condominium which shall be registered with Deputy District Registrar (Housing) Co-operative Societies, Registrar of Companies or any other concerned Authority. The decision taken by the Developer shall be final and binding on the unit purchaser/s. The charges of formation, registration, legal expenses, handing over, membership fees of the Co-operative Society / Limited Company / Apartment Condominium are included into consideration of flat.

After the formation of the Co-operative Society / Limited Company / Apartment Condominium of Unit Purchasers all the permissions in respect of sewage treatment plant, organic waste converter, Lifts, water and in respect of all the amenities provided by the Developer which requires renewal of permissions from the central government, state government, local authorities, Maharashtra Pollution Control Board and permissions from fire department shall be renewed by the said Co-operative Society / Limited Company / Apartment Condominium at its own costs and the said facilities and formalities shall be maintained by the said Co-operative Society / Limited Company / Apartment Condominium and its own expense.

15. CONVEYANCE IN FAVOUR OF CO-OPERATIVE SOCIETY / LIMITED COMPANY / APARTMENT CONDOMINIUM: -

Unless prevented by circumstances beyond the control of the Developer it is agreed that Co-operative Society / Limited Company / Apartment Condominium of unit purchasers will be formed and registered and the plinth and the building/structure thereon will be conveyed to such Co-operative Society / Limited Company / Apartment Condominium or its members within three months after obtaining the Completion Certificate of construction of the building and After payment of all the dues, amounts and considerations including stamp duty, etc. by all the members of the Co-operative Society / Limited Company / Apartment Condominium of all the unit purchasers (whichever is later) The promoter shall within three months of registration of the federation /apex body of the societies or limited company, as aforesaid cause to be transferred to the federation/Apex body all the right, title and the interest of the vendor/land owner/promoter/developer in the project land on which the building with multiple wings or buildings are constructed.

Till a conveyance of the structure of the building in which said Unit is situated is executed in favor of respective Co-operative Society / Limited Company / Apartment Condominium, the Unit Purchaser/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

Till a conveyance of the said property on which the building in which said Unit is situated is executed jointly and proportionately in favor of all the Societies or any other organization that shall be formed of the structures that shall be constructed upon the said property, the Unit Purchaser/s shall permit the Developers and there surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, adjoining terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Co-operative Society / Limited Company / Apartment Condominium or other body and until the said property is transferred jointly and proportionately in favor of all the societies formed thereupon as hereinbefore mentioned.

16. PROJECT / BUILDING MAINTENANCE:

Commencing a week after notice in writing is given by the Promoter to the Purchaser that the said tenement is ready for use and occupation the Purchaser shall be liable to bear and pay one time maintenance charge of Rs. ____/- per month for 24 months i.e. Rs. ____/- to the Developer in the name of **MAINTENANCE ACCOUNT NAME PHASE ____**. for the share of outgoings in respect of the said property and building/s namely maintenance of for/of, common amenities and facilities but it excludes following items Property Taxes and other Local Authorities / Municipal Taxes concerned with the individual flat holders and Building/ Buildings, Insurances or Sinking Funds concerned with the individual flat holders and Building/ Buildings, Personal Water Charges / Bills and personal MSDDL Bills, Internal Flat Maintenance. It is agreed by and between parties hereto the above mentioned amenities shall be completed by the Developer simultaneously with completion of the whole of the project but the necessary amenities like road, light, septic tank which are basic amenities

shall be completed alongwith the construction of the building/s. The Developer shall maintain the said common facilities from the funds received from their respective unit purchaser/s till the handing over the management to the Apex Body to be formed.

The abovementioned facilities and amenities are provided by the Developer for the use and enjoyment of the unit purchasers and as such any untoward incident and/or accident takes place or occurs, the Developer shall not be responsible for the same. The common facilities and amenities are common for all the Unit Purchaser/s from all the phases of the said property and the Unit Purchaser/s shall have no objection for the same.

The Project / Buildings will be maintained by the Developer for the tenure of 2 years from the date of first 5 possessions of the particular building/building/s and the expenses occurred in this respect are Non Accountable & Non Refundable. The cost of the said maintenance shall be payable by the Unit Purchaser/s to the Developer within a week of giving notice of occupation of the said flat to him/her/ them.

17. CHANGE IN THE NAME OF PROJECT, BUILDING OR ELEVATIONS ETC.: -

The Name of the project and building shall be “AAPLA GHAR LONIKAND” and this name shall hereafter remain irrevocable by the Unit Purchaser/s and this name shall not be changed without the prior consent of the Builder & Promoter/Developer. That the elevation of the proposed buildings shall remain the same and shall not be liable to be modified, altered or changed by the Unit Purchaser/s and the color combination of the exterior portion shall always remain the same. The Unit Purchaser/s, in case of fixing grills, safety door, air-conditioners shall comply with the unique designs, colors and projections etc. decided by the Developer and the same is to be affixed at the conspicuous place as may be directed by the Developer.

18. STAMP DUTY & REGISTRATION CHARGES: -

At the time of registration the Unit Purchaser/s shall pay to the Developer the Unit Purchaser / s share of stamp duty and registration charges payable, on the

Agreement, Conveyance or lease or any documents or instrument of transfer in respect of the said property and the Apartment to be executed in favor of the **"M/s MIA PROPERTIES"** and shall alone be held responsible for any difference in stamp duty/ies, penalties, if any on the count of Registration of this Agreement & on final Conveyance as the case may be.

19. MSEDCL CHARGES: -

The MSEDCL Charges is included in the Total amount of the flat. This amount is subject to increase by virtue of change made by State or Local Authority as the case may be before possession.

20. SPECIAL RIGHT OF THE DEVELOPER: -

The terrace or terraces, if any, adjoining with the units constructed on the said property along with the covered parking's which are under stilt, podium and any parking which is covered legally by whatever means shall be allotted by the Developer to the respective Unit Purchaser/s. The Developer shall be entitled to put up sign boards, hoardings or any other type of display on the said property at the conspicuous places for the advertisement of the project. The Agreement with the Unit Purchaser/s and other Purchasers of the premises in the said buildings and other structures shall be subject to the aforesaid rights of the Developer or his nominees or assigns who shall be entitled to use the said terrace or terraces and the Unit Purchaser/s shall not be entitled to raise any objection or to any change in the price of the said premises agreed by the Unit Purchaser / s or to any compensation or damages on the ground of inconvenience or any other grounds whatsoever. It is hereby further agreed that the Developer shall be entitled to either nominate any other person to obtain the benefit or the rights given and / or reserve in favor of the Developer under this clause or to assign the right and benefit hereby given to any other persons, such nominees or assigns shall be admitted as member of the **"AAPLA GHAR LONIKAND"** of unit purchasers in the same manner as the Developer admits the purchaser of the premises as its members in pursuance of the provisions hereinafter contained. It is further agreed by and between the parties that if the permitted floor space index or density is not consumed in the building being put

up and / or at any time further construction or additional F.S.I. / T.D.R. is made available due to change or modifications in D.C. Rules on the said plot is allowed the Developer shall always have the right to put additional storey and / or consume the balance / additional floor space index in any manner, the Developer may deem fit and in case of area under road widening, F.S.I. is available or any other F.S.I. / T.D.R. that may be allowed to the Developer either from the said referred property or the adjacent property of the Developer then the same is to be utilized by the Developer in the same building and the Unit Purchaser/s shall not withhold his consent without any reasonable cause. The Deed of Conveyances of the said plot is hereinafter mentioned shall be made subject to the aforesaid reservations.

21. IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

- a). The Developer shall be entitled to transfer, assign, attach, dispose off and / or sell in any manner as they deem proper the said open spaces, terraces, parapet walls and other specified and unspecified spaces to anybody on the terms and conditions mentioned in the proceeding clause/s. The Unit Purchaser/s along with the other Purchaser/s or Purchaser/s of whatsoever kind in respect of the rights, title, interest of the Developer and/or its nominees or assigns in respect of matter mentioned in the proceedings clause/s hereby gives their consent to the same.
- b). The Developer shall become member of the Co-operative Society / Limited Company / Apartment Condominium, if the Developer transfers, assigns and disposes off the said open spaces unattached covered or open car parking, terrace, parapet walls or other specified or unspecified spaces at any time to anybody the assignees, transferee and / or the Purchaser / s thereof shall be admitted as member/s of the Co-operative Society / Limited Company / Apartment Condominium. The other Unit Purchaser / s will have no right to raise any objection to admit such assignee or transferee or allottee or Purchaser/s as member of Co-operative Society / Limited Company / Apartment Condominium.

- c). **IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO** that the Unit Purchaser shall be entitled to erect TV antennas only at such places as the Developer shall allow. Dish Antenna shall specifically not be erected without the prior written consent of the Developer. The Unit Purchaser shall not have any grievances as regards internal road / s which can only be completed after all the buildings in the scheme are duly constructed. All unattached terraces / parking spaces or open gardens / spaces / areas etc. shall remain exclusively owned by the Developer unless specifically attached to any Unit Purchaser and the Unit Purchaser shall not object and obstruct to the Developer for attaching or using the same in any manner as they may deem fit. In case of exclusive open space / terrace / garden area / parking space rights agreed to be attached to any particular Unit Purchaser physical attachment thereof will be made only along with the agreed Unit to the Unit Purchaser/s attached thereof.
- d). The Developer has reserved the right to change and alter the building plan, the elevation, the amenities, the facilities at their sole discretion, provided however if there is any major change or changes on account of such revision of plan in the Unit of the Unit Purchaser, the same shall be communicated to the Unit Purchaser. The revision/ modification/ changes in respect of such additions / alterations etc. shall be binding on the Unit Purchaser and the Unit Purchaser shall not be entitled to claim any damages or compensation from the Developer.
- e). The top terraces on the buildings shall always be common for all the Unit Holders in their respective buildings but the Developer / Societies right and authority to depute its representative to go to the terrace for the regular checkup and upkeep, maintenance and for repairing the water storage tanks and lifts, T.V. / Dish Antenna etc. at all reasonable time.
- f) The Developer shall develop the open space and construct other such facility. The Developer as owner is and shall be entitled to exclusively retain the open spaces in the layout in the land and/or under the entire layout though the unit purchaser/s and other unit purchasers will be

admitted as members thereof and allowed to use the facilities subject to rules thereof.

The Developer shall be entitled to avail of the FSI that may be granted on the said open space and internal roads and construct thereon any other construction as may be decided by the Developer in its absolute discretion and retain the same for its exclusive use and ownership. The said construction and open space/s shall exclusively belong to the Developer. The Developer at its discretion may allow the use thereof for such use and consideration as the Developer in its absolute discretion may decide and the Purchaser has hereby given his irrevocable consent thereof. The Developer shall extend the facility of the open space etc. to the unit purchaser/s and the purchaser herein shall pay his contribution for annual maintenance after the tenure of 2 years thereof in addition to the consideration and sums otherwise herein stipulated as per the rules and regulations formed by the Developer before delivery of possession.

- g) The drainage / water line of the said building/s shall pass through the said property and the Unit Purchaser/s shall have no objection for the same. The amenities, common areas, internal roads and all the facilities are common for all the wings to be constructed on the Schedule I property under the name and style **AAPLA GHAR LONIKAND**.
- h) The Unit Purchaser/s is/are aware and has/have agreed that the open space and the amenity space shall be owned by the Developer and he shall be entitled to sell, transfer, assign the said open space and / or to develop the same as per the permissions and sell, transfer, assign the construction thereon in favor of any third party / parties and shall be entitled to accept the consideration thereof.

22 COVENANT AS TO THE USE AND MAINTENANCE OF SAID UNIT BY THE UNIT PURCHASER/S: -

The Unit Purchaser/s himself/herself/themselves with intention to bring all persons into whosoever hands the said Unit may come, do hereby covenant with

the Developer as follows for the said Unit and also for the building in which the said Unit is situated:

- a) To maintain the said Unit by the Unit Purchaser/s at their own cost & keep the same in good tenantable repair and condition from the date of possession of the flat / garage / parking place is taken and shall not do or cause to be done anything in or to the building in which the flat is situated, staircase or any passage which may be against the rules, regulations or bye-laws or concerned local or any other authority or change / alter or make addition in the Unit itself and / or the building in which the Unit is situated or any part thereof.
- b) Not to store in / outside the said Unit / building / surrounding area any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors, which may damage or likely to damage the staircase, common passage or any other structure of the building and in case any damage is caused to the building or the Unit in account of negligence or default of the Unit Purchaser / s in their behalf, the Unit Purchaser / s shall be liable for the consequences of the Breach.
- c) To carry at his / their own costs all internal repairs to the said unit and maintain the said Unit in the same conditions, state or order in which it was delivered by the Developer to the Unit Purchaser / s and shall not do or cause to be done anything in or to the building in which the Unit is situated or the Unit itself which may be contrary to the given rules & regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Unit Purchaser / s committing any act in contravention of the above provision, the Unit Purchaser / s shall be responsible and liable for the consequence thereof to the concerned local authority and / or other public authority.

- d) Not to demolish or cause to demolished the Unit or any part thereof, not at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Unit or any part thereof, or in or to the building in which said Unit is situated and not to make any alteration in the elevation and outside color scheme of the building in which the Unit / s is situated and shall keep the portion, sewers, drains, pipes in the Unit/s and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support the shelter and protect the other parts of the building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC, paradise other structural members in the said Unit without the prior written permission of the Developer and / or from the managing Committee of the “**AAPLA GHAR LONIKAND** ” as the case may be.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and building in which the Unit / s are 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 other refuse or permit the same to be thrown from the said Unit etc. in the compound or any portion of the said property and the building in which the Unit / s are situated.
- g) To bear and pay all local taxes, water charges, insurance and such other levies, if any, and any increase as applicable, which are imposed by the concerned local authority and / or Govt. or other public authority, on account of change of user of the Unit by the Unit Purchaser/s viz user for any purpose other than for the purpose allowed.
- h) The Unit Purchaser / s shall not let, sub-let, transfer, assign or part with other Purchaser / s interest or benefit factor of this Agreement or part with the possession of the Unit / s until all the dues payable by the Unit Purchaser / s to the Developer under this agreement are fully paid up and only if the Unit Purchaser / s has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until

they have intimated in writing to the Developer and obtain their written consent. After delivery of possession of the said tenement by the Promoter to the Purchaser/s herein in terms of this present, the Purchaser/s herein for whatsoever reason desire to grant the use of the said tenement to any third party/Bachelor/Student on leave and license basis or otherwise, prior written consent of the Promoter till the formation of Co-operative Society / Limited Company / Apartment Condominium and thereafter consent of the Co-operative Society / Limited Company / Apartment Condominium in writing shall be required to be obtained by the Purchaser/s herein or owner of the said tenement as the case may be and further copy of such instrument shall be handed over to the Promoter or society as the case may be and further the Purchaser/s herein shall inform to the concerned police station in writing as to the grant of use alongwith the details of the persons who intend to reside / use the said tenement.

- i) The Unit Purchaser / s shall permit the Developer and their surveyors and agents with or without workmen and others, at all reasonable items, to enter into and upon the said Unit and the said property and buildings or any part thereof to view and examine the state and condition thereof.
- j) Any obstruction, objection, nuisance etc, created or caused by the Unit Purchaser shall forthwith will be removed as asked for by the Builder & Developer / by the body members thereof suffering inconvenience on account of such cause.
- k) The Unit Purchaser shall not complain that any nuisance is being caused to him / them by reason of the fact that the Developer are carrying out the construction in respect of the Unit / Building / s and Structures nor shall he / she / they be entitled to complain about any loss of light and air or any other facilities on account of any construction by the Developer or his nominee / s.
- l) The covenants contained in this agreement to be performed on the part of the Unit Purchaser are enforceable not only against him / them but in case

of his / her / their legal representative and against his / her / their estate. However, the covenants contained in this agreement to be performed on the part of the Developer are personal and shall be enforceable only against the Developer, and only by the Unit Purchaser and no other person.

- m) The Unit Purchaser shall not decorate the exterior of his / her / their premises otherwise than in the manner agreed to by the Developer or in the manner as near as may in which the same as previously decorated nor will the Unit Purchaser hang out clothes, enclose balconies, paint walls, put planters or do such exterior treatments so as to change the elevation of the Building.
- n) The Unit Purchaser shall not demand to be compensated for any loss, damage caused by fire, riot, strikes, earthquakes, fluctuations in the temperatures, abnormal heavy rains or due to any other cause whatsoever after handing over possession of the Unit to the Unit Purchaser.
- o) The Unit Purchaser/s shall observe and perform all the rules and regulations which the Co-operative Society / Limited Company / Apartment Condominium or as the case may be, may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Units 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 the Government and other public bodies. The Unit Purchaser / s shall also observe and perform all the stipulations and conditions laid down by the Co-operative Society / Limited Company / Apartment Condominium regarding the occupation and use of the Unit Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this agreement.

23 INTIMATION FOR OCCUPATION :-

The Unit Purchaser/s shall take the possession of the said Unit within 15 days of the Developer giving written notice to the Unit Purchaser/s intimating that the said Unit is ready for use and occupation. The possession will be given only after clearing Total cost of Unit, Other Charges, Extra Work Charges, if any, Interest on due amounts delayed and unpaid installments, etc. The Unit Purchaser shall obtain the Possession Letter from the Developer otherwise without the Possession Letter; Possession will be treated as illegal. After the possession of the premises/building handed over, if any kind of work required to be carried out the same shall be carried out by the Purchaser in co-operation with the other purchaser/s of the said building at their own costs and the Developer shall not be in any manner liable or responsible for the same. Provided that if within a period of five years from the date of handing over the Premises or after handling the possession to the Purchaser, the Purchaser brings to the notice of the Developer any structural defect in the said Premises or the building in which the said Premises is situated or the defective use of material therein, then, wherever possible such structural defects shall be rectified by the Developer at their own cost. That the Unit Purchaser/s has/ have been made aware and that the Unit Purchaser/s expressly agree/s that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. The Developer shall not be liable to rectify any defects or for any structural defects which are additional carried out in the Premises by the Purchaser on his own wish and expenses. The structural defect liability means the RCC structure and slabs but will not include the outer plaster, inner plaster, paints, tiles, other fixtures and fittings provided in the Bathroom and W.C. etc.

The word defect herein above stated should mean only the manufacturing defects caused on account of willful neglect of the vendor himself and shall be entitled to receive from the vendor reasonable compensation for such defect or change. The word defect herein above stated shall mean only manufacturing defects caused on account of willful neglect of the vendor himself and shall not mean defects caused by normal wear and tear, fluctuations in the temperatures,

abnormal heavy rains etc. Provided however, that it is agreed that the prescribed liability period under the Act shall be deemed to have commenced from the date of completion or from the date on which the vendor has given the necessary intimation under this clause, whichever is earlier.

Provided further that the Flat purchaser shall not carry out any alterations of whatsoever nature in the said Flat in the fittings therein, in particular it is hereby agreed that the Flat purchaser shall not make any alterations in any of the Fittings, pipes, water supply connections or any of the erection in the bathroom as this may result in seepage of water. If any of such works are carried out without the written consent of the vendor, the defect liability automatically shall become void.

24. **CONSTRUCTION IN PHASES:** The Developer is developing said Schedule I property in phases. The Developer has sole discretion to develop the said property in phases. The Developer may join the two/more phases in future as one or keep them separate. The present Agreement is only in respect of Phase I and the Developer shall have right to enter into different Agreements with prospective Purchasers for different Phases separately. The Developer has sole discretion to provide the Common Amenities and facilities mentioned herein, common for all the Phases. The said Phases, may be developed separately or simultaneously with each other at the discretion of the Developer. The Unit Purchaser/s has/have no objection for such Phase wise development. The Developer herein is constructing building / s on the remaining portion of the said land in phases. The Purchaser undertakes that he / she / they shall not raise any objection on whatsoever ground including nuisance and annoyance or shall not obstruct the construction in any manner. However, in any of the abovementioned eventuality the said Phases shall be treated as one single project even if developed separately. The Purchaser / s consents and authorizes the Developer to utilities and take connections from water, electricity, sewage or drainage lines and other convenience in the said scheme / buildings as and when they require to do so for carrying on further development. The Developer may register each of the phase separately with RERA or collectively as per his own choice and the Unit Purchaser/s give / s his / her / their irrevocable consent to the same.

25. NO GRANT TILL CONVEYANCE: -

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Unit or of the said property and Building or any part thereof. The Unit Purchaser / s shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him/her/ them and subject to restrictions as imposed on the Unit Purchaser by virtue of the said Declaration of Apartment / Deed of Conveyance but shall be entitled to all common amenities & facilities as stated therein.

26. FORBEARANCE NOT TO BE CONSTRUED AS WAIVER: -

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

27. REGISTRATION OF AGREEMENT AND CONVEYANCE: -

The Unit Purchaser/s and/or the Developer shall present this Agreement as well as the Deed of Conveyance / Deed of Declaration at the proper registration for the registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof on receiving the written intimation with copy of registration receipt from the purchaser/s herein.

28. UNIT PURCHASER/S ADDRESS FOR SERVICE OF NOTICE: -

All notices to be served on the Unit Purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Unit Purchaser/s by Under Certificate of Posting / Courier / Registered Post / Ordinary Post at his/her/their address/es specified in the title of this

agreement or at the address intimated in writing by the Unit Purchaser / s after execution of this agreement. In case there are two or more Unit Purchaser/s then the notice sent to Unit Purchaser No. 1 shall be treated as notice sent to all the Unit Purchasers.

29. USE OF TERRACE: -

IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective Unit Purchaser / s of the Terrace Flat and such terrace spaces are intended for the exclusive use of the respective Unit Purchaser / s of the Terrace flats. The said terrace shall not be enclosed by the Unit Purchaser / s till permission in writing is obtained from the PMRDA Authorities and the Developer.

It is hereby agreed that the areas mentioned in Schedule III written hereunder under the head of common facilities only shall be the common facilities and the Developer shall be entitled to declare all other areas as restricted or reserved areas and facilities or to alienate and dispose off other areas and facilities in such manner as the Developer thinks fit. The amenity space in the said project shall be developed by the Developer as per the Rules and Bye-laws and the Developer shall be entitled to sell the units therein to any Third Party at any consideration as he deems fit and the Unit Purchaser/s shall not have any concern with it. The amenities and facilities mentioned herein shall be completed simultaneously with the completion of all the phases and the project but the amenities and facilities like road, water tanks, etc. shall be completed separately for each of the phase.

30. M.A.O. ACT AND RERA: -

This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 (Mah. Act No. XV of 1971) , provisions of Maharashtra Ownership Flats (Regulation of the Promotion Of Construction, Sale, Management and Transfer) Act, 1963 and The Provisions of Real Estate (Regulations and Development) Act, 2016 and the rules made there under / and amendments made thereto up to date.

31. PAYMENT OF SALES TAX, GST & OTHER TAXES:

Despite the declaration herein above, if any tax in the nature provided hereunder is imposed then the Unit Purchaser/s shall separately pay the said Tax, Betterment and Development Charges or any other tax or out goings charges payable if any levied by the State or Central Govt. or any other authority at present or in future in respect of the sale and / or transfer of the said Flat / Unit as per this Agreement. Such payment shall be effected within 7 days of demand, and the Unit Purchaser/s shall exclusively be liable for any delay in payment thereof. In case the Developer is required to pay the same for any reason whatsoever, the Unit Purchaser/s shall immediately reimburse the said payment to the Developer as per their demand. The Purchaser shall keep the Developer indemnified from all such liabilities. The Purchasers has/have hereby agreed to execute separate Indemnity Bond/s for this purpose, before taking possession of the said unit. Despite the declaration herein above, if any tax in the nature provided hereunder is imposed then the flat purchaser/s hereby agree/s that in the event of any amount by way of tax, Premium betterment charges, GST or development tax or Educational cess or any other tax or payment of a similar nature becoming payable to the local authority or to the state and / or central Govt. or any authority, on the purchase, development / construction of the said property and / or sale of the flat, etc. and / or any of the incidents of this transfer of property in good involved in works contraction, etc. by the Developer either before or delivery of possession of the said flat the same shall be paid by the purchaser in advanced to the Developer, as and when charged and demanded by the Developer. The Developer shall not be liable to pay the same. If purchaser/s fail/s to pay the amount within seven days from demanded, then flat purchaser/s shall be liable to pay interest @ 9 % p.a. until the payment is made. Also in the said event there shall be a charge of the amount due on the said flat and income there from and till payment of said dues purchaser/s shall not be entitled assign, shall or transfer the said flat in any manner. It is understood that interest shall not cover the damages/losses that will be suffered by the Developer due to non-payment. Therefore, purchaser/s shall be further liable to pay damages and losses that will be suffered by the Developer due to non-payment and the purchaser/s shall keep the Developer

harmless and indemnified there from. The flat purchaser/s has/have hereby agreed to execute separate Indemnity Bond/s for this purpose, before taking possession of the said flat. In case of dispute regarding above the same shall be referred to a single arbitrator to be appointed by the Developer. The Arbitrator shall dispense with oral evidence, give only one date for hearing both parties which will be informed to the parties on the address given below (and deemed as valid communication) and arbitrator shall give award maximum within 30 days from accepting the appointment. The award given as above shall be final and binding on both parties.

32. RESTRICTED AREA, TERRACE, DUCT AREA, PARKING & OPEN SPACE : -

The Terrace, Duct and / or Parking space and / or open space specifically attached to the particular Flat holder shall exclusively be used by the concerned flat holder and the same shall be a restricted area for other Flat holder subject to the entry for maintenance of building, drainage, water line and or for any service or amenities and this entry will not be obstructed by the Flat holders on the pretext of any reason or reasonable cause.

33. SET BACK COMPENSATION: -

The Developer alone shall be entitled to claim and receive compensation for any portion of the land / building / s that may be notified for setback and claim the FSI / benefits & compensation available for areas under reservation for community center, D. P. Roads prior to the final conveyance in favor of the proposed Association.

34. CHANGE IN AREA OR ADDITIONS: -

If there is any change in walls, site plans or room or portion of Unit etc., required to be made before handing over possession by the Developer to the Purchaser, due to peculiar site conditions or as per the direction of the Gram Panchayat or any other State, Central or Local authority or on account of utilizing the remaining or additional FSI if any or if the Developer may so deem necessary and convenient, the Developer shall have an absolute right to effect the said

changes for which the Purchaser shall not withhold his/her/ their consent in such an event. The Developer shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchaser/s within forty-five days with the interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Developer shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed hereinabove. The Purchaser shall allow the dry duct to be opened with a view to clean the same.

35. REVISION OF APPROVED PLANS: -

The Unit Purchaser shall not object to the Developer for making changes in and revising the layout (including roads / common amenities / open spaces etc.), add or delete floors, plans, designs, specifications and amenities including the plans of the building in which the said unit is situated for any number of times as per the requirements of the Developer due to additional FSI available or otherwise and for completing the development in wing wise manner as per the Developer discretion and shall give his / her/ their consent to such revision of plans, if it does not affect the said accommodation in any manner, if needed by the Developer. By executing these presents and with understanding the implications thereof, the Unit Purchaser hereby irrevocably consents and authorizes the Developer to do so. However, the Developer shall obtain prior consent in writing of the Unit Purchaser if such alterations / modifications adversely and materially affect the construction and internal layout of the Unit Purchaser's Unit. The Unit Purchaser shall have no right to withhold or refuse such permissions without any reasonable and justifiable ground and shall give such permissions as and when required by the Developer herein. And whereas

the Unit Purchaser agrees that the Developer is entitled to acquire TDR and use the FSI of the same, if allowed in future, in the building/s complex proposed to be constructed or existing building/s and deal with and dispose off the same for its benefits. The Unit Purchaser further agrees that for the said purpose the Developer is entitled to amend, to alter and to modify the building/s plans with or without modifications as and when Developer feels necessary and Unit Purchaser gives her/their/his consent for the same. The utilization of T.D.R. / paid F.S.I. / additional F.S.I. when sanctioned and constructing structures by using T.D.R. / paid F.S.I. / additional F.S.I. shall be the part of the said larger project.

36. RIGHT OF ATTACHMENT OF CAR PARKING/GARAGES/OPEN TERRACES: -

The Developer has right to attach all the car parking's / garages / adjoining terraces / open spaces to any of the units situated in the building/s to be constructed in the said Project. The said car parking's shall be under stilt or in the open spaces and the Unit Purchaser/s shall not be entitled to object to the said attachment of Car parking's / garages/ open spaces / open terraces to any of the units. As per the Development Control Rules applicable to the said land, the Developer herein has to provide certain car parking spaces, scooter parking spaces and cycle parking spaces for common use of the tenements holders in the said project, but considering which parking spaces will be insufficient and will cause disputes between the buyers of the tenements in the project regarding parking of their vehicles and due to that, to avoid such disputes the Developer herein has made arrangement not to provide separate scooter parking and cycle parking, on the contrary, to enable the Developer to attach minimum, one car parking space for one tenement holders in the project. Such parking spaces will be under stilt as well as within side margin of the building/s. To avoid the disputes between tenement holders about parking spaces, the Developer herein shall be entitled to attach the parking spaces under stilt and within side margin and if for whatsoever reason, attachment for each tenement holders in the project, not possible in such circumstances, the Developer herein shall be entitled to provide certain area for common use of such tenement holders/occupiers. The allotment of open parking shall be

subject to the approval of the proposed society of the Unit Purchasers and the Developer shall not be responsible for the same.

37. EASEMENT RIGHTS: -

The Unit Purchaser/s shall always allow the PMRDA Authorities. or any other concerned authority for the purpose of drainage, water, health, MSEDCL etc. and shall have no claim save and except in respect thereof. All such easement rights are presumed to be given to PMRDA Authority and other local authorities by the Developer. As also the Unit Purchaser / s shall not object to the Developer putting a slab on them for making access to the adjacent lands or for granting the access.

38. ARBITRATION: -

In case of any dispute between the Developer and the Unit Purchaser / s regarding interpretation of any of the terms of this agreement or regarding any aspect of the transaction including quality of construction work, defective service by the Developer, delay in construction work and or sale deed, alteration in the plan, parking arrangements, grant of exclusive uses, rendering of account etc, then such dispute shall be referred to the arbitration of The CREDAI, Pune Metro who shall be sole arbitrator. The Unit Purchaser/s shall give notice of minimum period of 30 days to the Developer in case of any such dispute before invoking the Arbitration Clause. If reference of dispute to the CREDAI is held as not correct or legal by any Court or authority then the dispute shall be referred to the three arbitrators, one to be appointed by each party and third arbitrator shall be appointed by such two arbitrators and decision given by majority by arbitrators shall be final and binding on all the parties.

39. CONSENT TO REPRESENT: -

The Unit Purchaser / s hereby irrevocably consents / authorizes the Developer to represent him / her / them in all matters regarding property tax assessment and reassessment before the Grampanchyat / PMRDA Authorities and decisions taken by the Developer in this regard shall be binding on the Unit Purchaser.

The Developer may till the execution of the final conveyance represent the Unit Purchaser and his / her interest give Corporations, Collectors, Road, Water, Buildings Tax Assessment Department, Government and semi Government Departments, MSEDCL, ULC Officials etc. on behalf of the Unit Purchaser / s shall stand reified and confirmed by the Unit Purchaser / s.

40. SPECIFIC COVENANTS: -

a) The Developer shall have right to enter into different Agreements with prospective Purchasers for different wings separately The Developer has sole discretion to provide the Common Amenities and facilities mentioned herein, common for all the wings, phases. The said buildings, may be developed separately or simultaneously with each other at the discretion of the Developer. The Unit Purchaser/s has/have no objection for such wing wise development. The Unit Purchaser / s undertakes that he / she / they shall not raise any objection on whatsoever ground including nuisance and annoyance or shall not obstruct the construction in any manner. The Unit Purchaser / s consents and authorizes the Developer to utilities and take connections from water, electricity, sewage or drainage lines and other convenience in the said scheme / buildings as and when they require to do so for carrying on further development.

b) The Developers are negotiating to purchase and/or acquire development rights in respect of the adjoining properties. The Developer shall at their option be entitled to amalgamate the said adjoining properties and/or grant the right of way to such adjoining land owners or their assignees.

c) The Developers, at their option, shall be entitled to permit the Allottees of the Unit Purchasers in their other adjoining properties to be/being constructed by the Promoters to use & enjoy the facilities and amenities to be provided in the said property/project/phase along with the Unit Purchaser/s of the said property/project/phase.

d) The Developers are having Total scheme of Development to be implemented on the said layout plot. The commencement of construction,

completion/possession etc. of the building to be constructed on the said property will be spread over couple of years. The Unit Purchaser/s declares and confirms that he is aware that the building in which the said Unit is located is an inter connected building along with the said buildings and premises to be developed by the Developer have nothing to do with the ground area below the building and the FSI utilized in the building in which the said Unit is located and the ground area is not in proportion to each other and the Unit Purchaser/s shall not be allowed to claim any further or other right to the area other than the said Unit. The Developer have reserved unto themselves right to consume total FSI available and also further FSI if any that may be granted or available by reason of any increase in FSI and/or any change in the DCR from time to time till the conveyance is executed in favor of the all societies of the project. The Unit Purchaser/s expressly consent to the same as long as the total area of the said Apartment is not reduced and the structure of the building is not change.

e) The Promoters are entitled to utilize any additional FSI that may be available to them either by way of TDR or increase in F.S.I. due to changes in Development Rules or under any Law by constructing additional premises on the ground floor or additional floors on the building/s constructed by them or by constructing one or more separate building/s on the said property. The Promoters shall be entitled to use/consume the aforesaid additional F.S.I. till the registration of the Society or any form of organization and execution of Conveyance in its favor.

d) ENTIRE AGREEMENT: This Agreement, along with its schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit.

41. POSSESSION OF SAID UNIT: -

The Possession will be given only after clearing Total cost of Unit, Other Charges, Extra Work Charges, if any, Interest on due amounts delayed and unpaid installments, etc. The Unit Purchaser shall obtain the Possession Letter

from the Developer otherwise without the Possession Letter, Possession will be treated as illegal.

42. COST OF RAW MATERIAL / LABOUR / AREA: -

The aforesaid consideration agreed upon and confirmed is based on the cost of raw materials components and the labor cost calculated and based on the District Schedule of Rates (DSR) Index as on the date of this agreement. In case of increase in this over and above 5 % in the DSR index over a period of time during construction till the time of possession the agreed price shall be increased proportionately and adjusted accordingly and the Developer shall be entitled to claim demand and recover such increase from the Unit Purchaser before delivery of possession of Unit and the Unit Purchaser shall pay the said amount within 10 days from such demand. The Architect's Certificate shall be conclusive proof for the increase demanded by the Developer, if any under this clause.

43. UNSOLD UNITS: -

In the event of the condominium and/or society and/or company being formed and registered before the sale and disposal of all the Units in the building, all the power, authorities and rights of the Unit Purchasers herein shall be always subject to the Developer over all right to dispose of unsold Units and all other rights thereto. It is specifically agreed between the parties hereto that for the unsold Units the Developer or Owner herein shall and will not be liable or required to contribute towards the common expenses, or maintenance charges or any amount under any head towards the share in the common expenses in respect of the unsold premises / Units.

44. AVAILING WATER CONNECTION & ELECTRICAL METERS: -

As the Developer will be applying to the concerned authorities for giving separate water connection for the scheme and electricity meters and connections for MSEDCL supply from the concerned department, then in that case the Developer may provide electrical connection / water supply through a

sub meter or any other temporary arrangement due to which or if there is improper supply of water the Developer shall not be held responsible for the same and the Unit Purchaser hereby consents for any temporary arrangement that may be made as demanded, determined & decided by the Developer. The services of supplying water including drinking water and electricity are liable for payment of charges as per the consumption of the Unit Purchaser/s. The Developer shall be entitled to deduct any dues of such proportionate or entire charges payable by the Unit Purchaser for the above expenses from the maintenance deposit or any deposit accounts including corpus fund for which the Unit Purchaser/s hereby give/s consent. The Developer has not undertaken any responsibility nor has he agreed anything with the Unit Purchaser/s orally or otherwise to provide the said above mentioned services and there is no implied agreement or covenant on the part of the Developer and the Owners than the terms and conditions expressly provided under this agreement.

45. ALTERATION WORK: -

The Unit Purchaser/s agrees not to make any demand, any change / alteration in the existing plans. The Unit Purchaser / s shall not make any changes in the plan of the unit annexed herewith. The Developer at the request of the Unit Purchaser /s may carry out any alterations in the Unit agreed to be purchased by the Unit Purchaser in terms of these presents, provided the estimated amount required for the said alterations is paid / deposited to the Developer in advance, however, to remove any doubt, it is agreed by the parties hereto in general and Unit Purchaser in particular that the option to carry out or not the alterations in the Unit proposed by the Unit Purchaser shall vest and continue to be vested with the Developer and as such the Developer is not / shall not be bound to carry out any alterations in the Unit proposed by the Unit Purchaser and Developer is not / shall not be liable to give any reasons / explanations in case the Developer decides not to carry out, such proposed alterations. The Developer shall not refund any amount for deleting any items of specifications and amenities on request of the Purchaser / s.

46. TITLE OF THE SAID PROPERTY: -

The Developer has made a full and true disclosure of the said property as well as the encumbrances, if any, known to them. The Developer has also disclosed to the Unit Purchaser nature of its right, title and interest or right to construct building. The Developer has also given inspection of all the original documents to the Unit Purchaser as required by the law. The Developers has also requested the Unit Purchaser to carry out the search and to investigate the title by appointing his / her / their own advocate. The Unit Purchaser having acquainted himself / herself / themselves with all the facts and right of the Developer has entered in to this agreement.

47. SPECIFICATIONS OF THE UNIT: -

The Specifications, fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts of best quality to be provided by the Developers in the said building and the said Unit and the fixtures, fittings and the amenities to be provided by the Developer to the said Unit or to the said building are described in the Schedule III given herein below, and the Unit Purchaser shall not be entitled to any extras. If any other extra fittings, fixtures or amenities are provided by the Developer as per the request of the Unit Purchaser, the Unit Purchaser shall be bound to pay the extra price for such additions as per the bills of the Developer. The bills raised by Developer shall be final. The specifications / amenities may be changed suitably by the Developer depending on the availability of building materials, site conditions and / or changes in Government policies or laws or rules for which changes the Developer shall not be bound or held responsible or liable for doing, providing or performing any acts, matters, services, amenities or extra works for the Unit Purchaser other than those expressly appearing in this Agreement. Whatever design, elevation, layout, trees, lawns color scheme etc. shown in Brochure & Pamphlet of this scheme are only for aesthetic value and advertisement and the Developer has explained this fact to the Unit Purchaser/s and is not bound to provide the same and except as expressly provided under this agreement. It is specifically understood that the Brochure / s published by Developer from time to time in respect of the scheme is just an advertisement material and contain various features such as furniture layout in tenement, vegetation and plantation shown around the building, scheme, color scheme, vehicles etc. to increase the

aesthetic value only and the Developer are not obliged to / nor have agreed to provide the same. The balconies as shown in the sanctioned plan or pamphlet may be either kept as balconies or may be enclosed at discretion of the Developer. The Developer shall be entitled to allot or grant rights of exclusive use of all or any of them limited / restricted common areas and facility to any of the Unit Purchaser as the Developer may determine and such area of facility so reserved for exclusive use by such Unit purchaser shall be restricted facility and area for the said Unit Purchasers and shall be available for use and enjoyment to the concerned Unit Purchaser to the exclusion of the other Unit Purchaser.

48 MEASUREMENT OF THE SAID ACCOMMODATION : -

It is specifically agreed between the parties hereto that, in this agreement wherever area of the said Accommodation are mentioned is Carpet area. The purchaser/s shall inspect and verify the said carpet area on their own and shall not raise any objection. It is agreed between the parties that the agreed consideration of the said accommodation is on lump sum basis. At the time of taking the possession of the said Accommodation by the Purchaser/s shall, at his/her/their own discretion, get measured the area of the said Accommodation and if any difference in the area is found then the consideration of the said Accommodation shall be adjusted accordingly and either Developers or Purchaser/s as the case may be refund or pay the differential amount. The increase or decrease of 3% in area shall be sustained by the respective parties and no additional consideration shall be payable. Notwithstanding anything contents in these presents, it is agreed by and between the parties hereto that, the Developer herein has agreed to sell and purchaser/s herein has agreed to purchase the said tenement alongwith appurtenances thereto on ownership basis for the lump-sum consideration and which is agreed between the parties hereto, on the basis of the carpet area of the said tenement.

49 MORTGAGE OF THE SAID PROPERTY : -

The Unit Purchaser hereby consents and authorizes the Developer for raising any finance by way of mortgage of the said property or scheme or any portion thereof as and when so deemed necessary by the Developer. At any stage during

the implementation of the scheme the Developer shall be at liberty to sell, assign or transfer or otherwise deal with their right title and interest in the said property and building/s to be constructed thereon provided the same does not adversely affect or prejudice the rights granted in favor of the Unit Purchaser in respect of the said unit agreed to be purchased by him / her in terms of this agreement.

50 THE MAINTENANCE OF THE AMENITIES PROVIDED :-

The amenities provided in SCHEDULE III (A) shall be maintained and paid by the Unit Purchaser/s from the said property at actual. The Unit Purchaser/s shall have to deposit an amount equal to two years maintenance of the said facilities with the Developer at the time of possession of the Said Unit. The said maintenance charge would be @ Rs. ____/- per month for 24 months. The Purchasers are bound to pay the maintenance charges up till the formation of Apex Body and till the conveyance of the said common facilities to the Apex Body at the rate decided by the Developer at that time. The Developer shall not be liable for any accident or any untoward incident that may take place while enjoyment of the said amenities by the Unit Purchaser/s, family members or friends. The work of said amenities shall be completed along with the completion of the last building in the said project. The Developers shall handover the said facilities and the building to the societies when whole of the project is completed.

The Project / Buildings will be maintained by the Developer for the tenure of 2 year only from the date of first 5 possessions of the particular building/building/s and the expenses incurred in this respect are Non Accountable & Non Refundable. The amount of the said maintenance for two years shall be payable by the Flat Purchaser to the Developer at the time of handing over possession of the said flat to him/her/them. The Unit Purchaser/s shall start paying the maintenance as mentioned hereinabove on the receipt of intimation given to the Unit Purchaser/s by the Developers to occupy the said accommodation. The said maintenance shall be levied from the first possession given by the Developers to any of the Unit Purchaser/s.

51. STAMP DUTY AND REGISTRATION FEE: -

The consideration of the said Accommodation as agreed between the Promoters and the Purchaser/s herein and also as per the prevailing market rate in the subject locality, which is the true and fair market value of the said Accommodation is **Rs. AGREEMENT COST/-**. This agreement is executed by the parties hereto under the Maharashtra Ownership Flats Act, 1963, and/ or Maharashtra Apartment Ownership Act, 1970, and rules made thereunder and attracts stamp on aforesaid agreed consideration, as per The Bombay Stamp Act, 1958, Schedule - I, Article 25 (b) read with Explanation 1. The Developer/s / Purchaser / s herein has paid stamp-duty along with appropriate registration fees herewith. The Purchaser/s herein shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance / Deed of Apartment, which is to be executed by the Promoters and the Confirming Party in favors of the Purchaser/s herein if Association of Apartments is formed or in the name of Society or Company as the case may be if formed, in which the Purchaser/s will be the member in respect of the said Accommodation. However, any other extra charges / taxes / duty / premium / cess/ surcharges etc. by whatever name called, is levied or recovered or becomes payable under any statute / rule / regulation / notification order /either by the Central or State Govt. or by local authority or by any revenue or other authority, in respect of the said land or the said tenement or this agreement or the transaction herein shall exclusively be paid / borne by the Purchaser/s only. The Purchaser/s hereby, always indemnifies the promoter from all such levies cost consequences.

THE SCHEDULE - I A

All the piece and parcel of land situated at Gat No. 751, admeasuring about 00 Hecors 85 Ares out of total land admeasuring 01 Hectors 05 Ares having assessment at RS. 2-56 Ps., situate lying and being at Village Lonikand, Taluka Haveli, District Pune, within the jurisdiction of Sub Registrar, Haveli No. 1 to 23 and within the limits of Zilla Parishad, Pune and bounded as under

On or towards East : By Gat No. 747,748,749,750

On or towards South : By Pune Nagar Road

On or towards West : By Property of Nanda Devkar out of the same Gata
No. & Gat No. 752

On or towards North : By Gat No. 752 & 747

THE SCHEDULE - I B

All the piece and parcel of land situated at Gat No. 751, admeasuring about 00 Hecors 20 Ares out of total land admeasuring 01 Hectors 05 Ares having assessment at RS. 2-56 Ps., situate lying and being at Village Lonikand, Taluka Haveli, District Pune, within the jurisdiction of Sub Registrar, Haveli No. 1 to 23 and within the limits of Zilla Parishad, Pune

On or towards East : By remaining property out of the same Gata No.

On or towards South : By Pune Nagar Road

On or towards West : By Gat No. 752

On or towards North: By Gat No. 752 & 747

SCHEDULE II

(DETAILS OF THE SAID ACCOMMODATION)

Flat bearing No. : _____

Floor : _____

Phase : _____

Bldg : _____

admeasuring area about _____ sq. mtrs. i.e. _____ Sq.Ft. Carpet.

AND

Along with adjacent Terrace admeasuring carpet area of about _____ sq. ft. i.e _____ sq. mtrs., along with adjacent Enclosed Balcony admeasuring carpet area of about _____ sq. ft. i.e _____ sq. mtrs, alongwith the exclusive right to use the adjacent terrace admeasuring area about _____ sq.mtrs. i.e _____ Sq.fts. carpet., along with adjacent Open Balcony admeasuring carpet area of about

_____ sq. ft. i.e _____ sq. mtrs, along with adjacent Dry Balcony admeasuring carpet area of about _____ sq. ft. i.e. _____ sq. mtrs.

AND

Along with exclusive right to use the One Covered Car Parking admeasuring area about ____ sq. mtrs. and Two Wheeler Parking admeasuring area about__sq. mtrs.

1.

1.

2.....

Promoters/DevelopersPurchaser/s

SCHEDULE – III

(A) COMMON AMENITIES

1. RCC Frame work structure of the building.

2. Drainage and water line network.

3. Electric meters and water meter/s connected to common lights, water connections, pump set, etc.

4. Light points outside the building and the staircase/s as well as those in the common parking space.

5. One number of water reservoir of adequate capacity at ground floor with water pump connected to the one overhead water tanks.

6. The Club house, Party Lawn and other amenities.

7. Back up for Lift.

(B) RESTRICTED AREA AND FACILITIES

1. Excluding the Common Parking Space, all the remaining parking space at Ground Floor level shall be restricted and the Promoters/Developers herein shall have exclusive right to allot the same to any accommodation holder in the building or otherwise.

2. Adjacent terraces as shown in the plan on the **Annexure B** shall be restricted and shall be for exclusive use of such respective tenement holders.

-
3. The Promoters/Developers herein shall have exclusive right to convert terraces of the building as per present sanctioned building plan into constructed accommodation/s by using remaining FSI of the said land or by bringing in TDR if any on the said land.
 4. The space being duct is restricted areas and the Promoters/Developers herein shall have exclusive right to allot the same to the tenement holder in the building for open to sky parking purpose or otherwise.
 5. All areas etc. which are not covered under aforesaid head "Common areas and Facilities" are restricted areas and facilities which include, the marginal open spaces, terraces, car-parking within the said land and in the building/s which is/are under construction on the said land is reserved and Promoters/Developers shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of flat, terrace/s, parking space, etc. or to convert the Restricted Area into Common Area or vice-versa

SCHEDULE - IV
(SPECIFICATIONS & AMENITIES FOR FLAT)

FOUNDATIONS	Foundation as per the R.C.C. Consultant’s recommendation.
STRUCTURE	R.C.C. framed building structure of superior quality designed for earth quake resistance with slabs and lintels.
WALLS	All walls in 5” thick brick masonry work in cement mortar.
FLOORING	24” X 24” Vitrified Tiles in all Rooms as per Promoters/Developers discretion with skirting.
DOORS	Main door decorative /laminated entrance door with wooden door frame with SS finish fittings for main door and internal RCC door frame with painted flush doors with fittings.
WINDOWS	Powder coated Aluminum Sliding windows with safety and security MS Grills and natural stone window sill
KITCHEN	Marble top kitchen platform with S.S. sink and 2 ft. height dado on the platform side. Provision for exhaust fan in kitchen window.
BATHROOM	Antiskid ceramic flooring as per Promoters/Developers’ discretion and dado up to 4 ft. with deluxe sanitary ware and /or hot & cold Mixer Unit and exhaust fan provision and one wash basin.
ELECTRFICATIONS	Casing capping wiring with adequate points. Genset backup for common lighting.
PLUMBING	Concealed Plumbing with Jaguar or equivalent fittings in Toilets and Kitchen.
PLASTER	Internal walls with Gypsum Plaster and sand faced cement plaster for external wall.
PAINTING	Oil Bond Distemper paint on internal walls, External Acrylic paint for the entire building .
WATER SUPPLY	Centralized water softening plant / tanker / connection from Bore well

Note:

- 1. The aforesaid specifications are general and will be provided in the residential accommodation as suitable in accommodation as per the discretion of the Promoters/Developers.
- 2. Any additional specification or work will be charged extra. No rebate will be\ given for cancellation or omission of any item.

DECLARATION

The Purchaser/s declare/s that he/she/they has/have read the agreement/ got translated the same and fully understood the contents of the agreement and thereafter same have been executed by all the parties and Purchaser/s has/have received the stamped copy of this Agreement.

1)

1)

2).....

(PROMOTER / DEVELOPERS)

(PURCHASER/S)

IN WITNESSETH WHEREOF the Purchaser/s has / have been read over the said terms of Agreement in Marathi and explained to him / them. The Purchaser/s has / have understood the meaning thereof and the parties hereto have signed and subscribed their respective hands and seals on the day, month, year and place first hereinabove written.

**M/s MIA PROPERTIES
THROUGH ITS PARTNERS**

T.I. 1) SHRI SACHIN ASHOK AGARWAL

OR

T.I. 2) SHRI. ASHISH MURLIDHAR GAIKWAD

THE PROMOTERS/DEVELOPERS

- 1) SOU. JAYASHRI ASHOK PALANDE
 - 2) SMT. NANDA SHANKARRAO DEVKAR
- THE OWNERS/CONSENTING PARTY

Through their Power of Attorney Holder

M/s MIA PROPERTIES

THROUGH ITS PARTNERS

T.I. 1) SHRI SACHIN ASHOK AGARWAL

OR

2) SHRI. ASHISH MURLIDHAR GAIKWAD

AND

T.I. **3) SHRI. DILIP GOVIND DEVKAR**
THE OWNERS/CONSENTING PARTY

Photo T.I. _____

THE FLAT PURCHASERS

Witnesses	
1. Signature	2. Signature
Name	Name
Address	Address

**“ANNEXURE A”,
TITLE CERTIFICATE**

**“ANNEXURE B”
FLOOR PLAN**

**“ANNEXURE C”
COMMENCEMENT CERTIFICATE/NA ORDER**

**“ANNEXURE D”
PMRDA COMMENCEMENT CERTIFICATE**

**“ANNEXURE E”
7/12 EXTRACT**

ANNEXURE – F
CONSENT LETTER

Residing at - _____

To,

M/s MIA PROPERTIES.
City Square, 7th Floor, Behind the Pride Hotel,
Shivajinagar, Pune,411 005

Through its Director,
SHRI SACHIN ASHOK AGARWAL,

Sub: - Consent for changes in the layout and building plan of the property bearing
Gat No. 751situated at Mouje Lonikand, Tal. Haveli, Dist. Pune.

Dear Sir,

I have booked with you **Phase I** Flat No. _____, Bldg. _____, in the in the
scheme known as “**AAPLA GHAR LONIKAND**”. In the above referred scheme I
/ we hereby give my / our consent for making changes in the layout and building
plan and to get the revised or new plans sanctioned from Town Planning and
other proper authorities. I have assured you that I / we shall not revoke this
consent and challenge the revised or corrected plans or changes made in the
plans.

Thanking You,

Yours Faithfully

**“ANNEXURE G”
PROPOSED LAYOUT PLAN**

**“ANNEXURE H”
SANCTIONED LAYOUT PLAN**