

AGREEMENT FOR SALE

(UNIT/FLAT NO. A-_____)

THIS AGREEMENT FOR SALE is made at Pune this _____ day of
_____in the year 2018.

BETWEEN

M/S. TRY REALTORS (PAN: AFIPK9965R), a proprietary concern having its office at 14, Rohan Corner, Shivtirth Nagar, Paud Road, Kothrud, Pune 411 038 through its Proprietor **Mr. Sudhir Vasant Karnataki**, Hereinafter referred to as "PROMOTER" (Which expression shall, unless repugnant to the context or meaning thereof, shall be deemed to mean and include the firm, it's partners, their heirs and assigns)

PARTY OF THE FIRST PART.**AND**

1) MRS._____. (Pan no. _____)

Age: ____ years, occupation: _____.

2) MRS._____. (Pan no. _____)

Age: ____ years, occupation: -----.

Both residing at _____

Hereinafter referred to as "PURCHASER" (which expression shall, unless repugnant to the context or meaning thereof, shall be deemed to mean and include his/her/their legal heirs, administrators and assigns')

PARTY OF THE SECOND PART**AND**

1. Shri BHAGWAN SAKHARAM MOKATE
2. Sou TULSABAI TUKARAM MARNE
3. Sou SHAHSIKALA JANARDHAN MOKATE
4. Sou. JYOTI SHANTARAM DHAWALE

5. Sou SANGEETA SATISHKUMAR CHOUDHARY
6. Shri PRASAD JANARDHAN MOKATE
7. Sou JIJABAI HIRAMAN MOKATE
8. Shri CHANDRAKANT HIRAMAN MOKATE
9. Sou. INDUMATI NAMDEO MOHOKAR
10. Sou. SUNDAR DNYANOBA BELDARE
11. Shri MURLIDHAR HIRAMAN MOKATE
12. Shri KUMAR HIRAMAN MOKATE
13. Sou MALAN NIVRUTTI MOKATE
14. Sou LATA SURESH KALASKAR
15. Sou SHOBHA VILAS MHOKAR
16. Sou UJWALA BABASAHEB SAWANT
17. Sou RAJASHREE DASHRATH PHENGSE
18. Sou VAISHALI ABHIJEET RAUT
19. Shri SANTOSH BHAGWAN MOKATE
20. Shri SUNIL CHANDRAKANT MOKATE
21. Shri SAJAY CHANDRAKANT MOKATE
22. Sou. SEEMA RAJENDRA DHUME
23. Sou VARSHA PRAKASH WAHILE
24. Kum. SONAL MURLIDHAR MOKATE
25. Mr. ROHIT MURLIDHAR MOKATE

and hereinafter referred to as the OWNERS / CONSENTING PARTY which expression unless repugnant to the context or meaning thereof shall mean and include it existing members, administrators and successors in title all through duly Constituted Attorney Mr. SudhirVasant Karnataki

(PARTY OF THE THIRD PART)

WHEREAS by virtue of several Development Agreements dated 31.01/2007 and 28/02/2007 duly registered at serial number 870/2007 and 4393/07 read with supplementary agreement dated 28/2/07 bearing serial number 4396/07 at the office of the Sub Registrar Haveli no 4 Pune read with and Power of

Attorneys dated 31/01/2007 , 28/02/2007 and 31/1/2007 also registered at serial numbers 871/2007 4394/2007 and 4397/2007 at the office of the Sub Registrar Haveli no 4 Pune, the Promoter herein has acquired sole and exclusive development rights in respect of the of the property/is described in the schedule 1 written hereunder and herein after referred to as the said property.

AND WHEREAS the said property/ is/are standing in the name of the owners / CONSENTING PARTY by virtue of the judgment and order number “CHOUKASHI / KOTHRUD /S.N.78 / PTB-223/06 dated 12/10/2006, passed by the Sub Divisional Officer Haveli

AND WHEREAS by virtue of the aforementioned Development Agreements and Power of Attorney, the Promoter alone has the sole and exclusive right and authority to develop, construct and allot and sell to the prospective Purchasers the units / tenements in the building/s constructed/to be constructed by the Promoter on the said property and to enter into Agreement/s with the Purchaser/s of the flats/units/other tenements and to sell, lease, mortgage, allocate or otherwise alienate in whatsoever manner the same and the garages, parking space rights (whether covered or open), terraces or any other areas in the proposed scheme, to any persons of the Promoter's choice and to enforce the rights or fulfill obligations there under and to receive the sale price of land and construction in respect thereof.

AND WHEREAS the Promoter, through architect Mr. RavindraVaidya, had got amalgamated the properties mentioned in schedule I herein vide sanction plan bearing number DPO/PLU2/0013/08/1265 dated 3/4/2008 from the Pune Municipal Corporation and had also got approved the requisite layout and building plans vide commencement number CC/1839/08 dated 23/09/08 and under revised commencement number CC/2516/10 dated 29/10/2010 and CC/0249/12 dated 24/4/2012

The Pune Municipal Corporation has also issued part (I) completion certificate dated 11/6/2009 vide no. BPDP/ Zone 1/37 and Part (II) completion certificate dated 23/10/2009 vide no .BPDP /Zone 1/97 and Part (III) completion certificate dated 25/3/2011 vide no OCC/1079/10 and Part (IV) completion certificate dated 30/11/2012 vide no OCC/1103/12.

AND WHEREAS the PROMOTER has already handed over the possession of the flats constructed by him to the various purchasers and the said Purchasers have already started residing in their respective flats

AND WHEREAS the PROMOTER has formed a Co Operative housing Society of the said purchasers under the name and style of KANCHAN-VASTU Co-operative housing Society Limited (Registration no. PNA/PNA(1)/(TC)/HSG/17539/Year 2016, Dated 06/10/2016) with the PROMOTER himself being a Chief Promoter thereof

AND WHEREAS although the said Society has been formed the final conveyance thereof has not been executed in favor of the said Society and the same would be executed after completion of the construction of the proposed 6 floors on the building “A” as envisaged herein below

AND WHEREAS the PURCHASER herein has been informed accordingly and he has agreed to become a member of the said Housing Society by paying the necessary entrance fees and Share application money

AND WHEREAS the PROMOTER has subsequently got a further DP layout sanctioned vide commencement certificate whereby construction of further 6 floors on the existing 5th floor of “A” building have been sanctioned vide commencement certificate number CC/0166/16 dated 28/04/2016

AND WHEREAS the PROMOTER has purchased the requisite TDR of 310 Sq. Meters for the construction of 6th and 7th floor on the existing “A” building vide Agreement dated 24/11/2016 duly registered at serial number 13736/16 at the office of the Sub Registrar Haveli no IV whereby the VENDOR therein has sold the TDR to the PROMOTER herein from and out of the DRC number 004431 owned by the said Vendor

AND WHEREAS presently the floor plans for the said 6th and 7th Floor have been sanctioned by the Pune Municipal corporation vide commencement certificate number CC/3293/16 dated 18/01/2017

AND WHEREAS the PROMOTER has specifically informed the PURCHASER that he shall be constructing 4 more floors above the 7th floor as may be sanctioned by the Pune Municipal Authorities by loading additional TDR, to which the PURCHASER has specifically agreed

AND WHEREAS by and under a revised building plan, construction of 8th, 9th and 10th floor has been sanctioned by the Pune Municipal Corporation vide Revised Commencement certificate number CC/2653/17 dated 10/01/2018

AND WHEREAS while sanctioning the said plans for the 6th to 10th floor the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said land and constructing the said 6th to 10th floors on Building “A” and upon due observance and performance of which only the completion and/or occupation certificates in respect of the said “A” building has been granted.

AND WHEREAS the PROMOTER has applied for and got an approval from the MAHA RERA authorities for the project and the Authorities have allotted the registration number as P52100005551 dated 11/08/2017.

AND WHEREAS the Promoter has appointed an Architect Mr. RavindraVaidya registered with the Council of Architects and the Promoter has also appointed a Structural Engineer J. W. Consultants LLP for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the Completion of the building/s.

AND WHEREAS the Promoter has accordingly commenced construction of a said 6th to 10th floor on the existing “A” building titled as “KANCHAN-VASTU” consisting of 19 residential units on the said property.

AND WHEREAS the Purchaser demanded from the Promoter and the Promoter has given inspection of and furnished to the unit Purchaser all the documents of title relating to the said property the aforementioned Development Agreement/s, Power of attorney, the layout plans, floor plans, commencement certificates, completion certificates, designs and specifications prepared by the Promoter's Architects, list of outgoing payable in respect of the said premises and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the rules made there under and the Purchaser has also acquainted himself as regards the existing FSI / TDR being utilized/ consumed and the right of the Promoter to utilize and consume the balance and / or additional FSI / TDR as well for construction of the additional 11th floor on the “A” building, subject to requisite sanctions from Pune Municipal Corporation.

If at any time, after execution of this agreement the Central Government/State Government/Local Authority/Revenue Authority/any other authority/any Court/Judicial Authority/Quasi Judicial Authority by way of any Statute/Rule/Regulation/Notification/ Order/Judgment/Executive Power etc levies any tax/duty/charges/premium/levies/cess /surcharge/demands/welfare fund or any fund/betterment tax/sales tax/transfer tax/ turnover tax/works contract tax/service tax, VAT, Local Body Tax [LBT], penalties etc and put in force or shall be in force prospectively or retrospectively, in respect of the Said Flat or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid [and if the same is paid by the Builder/Promoter then reimbursed by the Purchaser/s]. The Purchaser/s hereby indemnifies the Builder/Promoter from all such levies, cost and consequences. It is, further, agreed that the liability and responsibility to pay Service Tax / VAT, LBT, penalties and interest thereon etc shall solely be on the Purchaser/s. Further the Tax Deductible at Source shall also be paid by the Purchaser/s and TDS certificate to that effect shall be handed over to the BUILDER/PROMOTER. The Builder/Promoter shall not be liable and/or responsible for payment thereof. In the event, however, if the Builder/Promoter is constrained to pay any such amount, the Purchaser/s shall be liable to reimburse the same to the Builder/Promoter together with penalty [if any] and interest from the date of payment by the Builder/Promoter. It is agreed that the Builder/Promoter shall have the right to claim such amount along with the other claims of compensation /losses / burden undergone/undertaken by him. It is further agreed that there shall always be a charge / lien on the said Flat in favor of the Builder/Promoter against the amount payable by the Purchaser/s to the Builder/ Promoter towards the Service Tax / VAT and / or any other tax, duty, charge, premium, levies, cess, surcharge, penalties, etc regarding to this transaction. Further the Flat Purchaser/s has/have agreed that they are liable to pay the TDS amount upon execution of this Agreement.

The Purchaser hereby expressly declares that he/she has inspected the original plans as sanctioned by the local authority.

AND WHEREAS the Promoter proposes to sell/allot the units and also rights of exclusive use pertaining to car parking space/open space/terrace/garage appurtenant or adjoining to certain units constructed on the 6th to 10th floor of “A” building on ownership basis and is/will be entering into separate agreements for sale/allotment of such premises with various Purchasers/allotters or similar terms and conditions subject to such modification as may be desirable by the Promoter with a view that ultimately all such Purchasers/ allotters shall join and become members of the said Kanchan-Vastu Cooperative Housing Society Limited

AND WHEREAS after the Purchaser's inquiry, the Promoter requested the Purchaser to carry out independent search by appointing his/her/their own Advocate and to ask any queries he/she/they had regarding the title and the nature of the title of the said property. The Purchaser declares that he/she is satisfied about the rights of the PROMOTER and also the marketable title to the said property.

AND WHEREAS the Purchaser is aware of the fact that the Promoter has entered into or will enter into similar and/or separate Agreement/s with several other person/s in respect of other units/flat/shop/office/tenements in the said “A” building/son the said property.

AND WHEREAS relying on the Purchaser's representation and assurance, the Promoter herein has agreed to sell and the Purchaser herein has agreed to purchase a unit number _____ on the _____ floor of the building A on the said property, which said unit is more particularly described in Schedule III hereunder and as delineated in red Colour boundary line on the floor plan annexed hereto (hereinafter referred to as "the said unit") at or for the total consideration as mentioned in clause 1 below which includes the proportionate price of the common areas and facilities appurtenant to the premises as well as the limited common areas and facilities, which are more particularly described in **Schedule- III** hereunder written on and subject to the terms and conditions hereinafter appearing.

AND WHEREAS prior to the execution of these presents the Purchaser has paid to the Promoter an advance sum as mentioned in clause 1 below, being part payment of the sale price of the said unit agreed to be sold by the Promoter to the Purchaser as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale price in the manner hereinafter appearing in Clause 1.

AND WHEREAS under section 4 of the said act the Promoter is required to execute a written agreement for sale of the said unit with the Purchaser, being in fact these presents and also to register this agreement under the Registration Act within the stipulated time.

NOW THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THEPARTIES HERETO AS FOLLOWS:-

- A. All the above recitals form integral part of the contract between the parties.
- B. Terms of contract:

1) Details of Unit, Price & Payment Schedule:

The Purchaser has agreed to purchase and acquire from the Promoter and the Promoter hereby agrees to sell to the Purchaser the Unit detailed as under and more particularly described in the **SCHEDULE II:-**

(A) SCHEME : **KANCHAN-VASTU**

(B) UNIT NUMBER : _____ in _____ Building

(C) FLOOR : _____

(D) AREA : Carpet Area _____ Sft i.e. _____ sq.mtr.
adjacentTerrace: _____ Sft i.e. _____ sq.mtr.

(E) PRICE : Rs. _____/- (Excluding Taxes,
Stamp Duty, Registration Fees and other
Outgoings set out herein below

(IN WORDS) : Rs. (_____ Only)

(F) FORMATION OF SOCIETY ETC: Rs.3000/-
NON REFUNDABLE

(G) MAINTENANCE : AS MAY BE DETERMINED
CHARGES, TAXES, BY THE SAID EXISTING SOCIETY

(H) STAMP DUTY, REGISTRATION: AS APPLICABLE
FEES & MISC. EXPNS.

The Purchaser hereby agrees to pay to the Promoter the total purchase price as mentioned in clause No. 1 (E) and separately the items of deposits and expenses detailed in (F),(G),(H) hereinabove.

As per the convenience and request of the Purchaser, the purchase price has been agreed to be paid in the following manner as mutually decided upon:

1. On or before execution of these presents, the Purchaser has paid an amount of including earnest money and the same is acknowledged by the Builder/Promoter herein **Rs. _____/-**
2. On execution of Agreement amount amount towards TDS **Rs. _____/-**
3. Within 15 days of execution of execution of this agreement -20% **Rs. _____/-**
4. On the completion of Slab for the said flat – 25% **Rs. _____/-**

6.	On the completion of Walling for the said flat – 25%	Rs. _____/-
7.	On the completion of Plaster for the said flat – 15%	Rs. _____/-
8.	On the completion of Plumbing & Tilling for the said flat – 14%	Rs. _____/-
9.	At the time of possession the said flat – 1%	Rs. _____/-

	Total	Rs. Rs. _____/-

(In Words - Rs. ----- Only).

Other charges mentioned herein above to be paid by the Purchaser as and when demanded by the Promoter.

The Purchaser shall make all the payments to the Promoter by Demand Draft or by local cheques payable at Pune. The final installment payable by the Purchaser for obtaining possession of the unit, including all deposits and other charges, shall be paid by Demand Draft only. The Promoter shall hand over possession of the said unit to the PURCHASER only upon realization of all dues payable by the Purchaser as contemplated herein. Any concession given by the PROMOTER shall not be construed as waiver and the PROMOTER shall be entitled to recover the amounts due even after handover of possession. All amounts payable by the PURCHASER to the PROMOTER shall be deemed to be an admitted liability and shall be recoverable from the PURCHASER in terms of these presents. THE PAYMENTS AS STATED ABOVE IS THE CONDITION PRECEDENT FOR THE CONTINUATION OF THIS AGREEMENT.

The price of the flat has been agreed on the basis of prevailing market conditions. It is further agreed that in the event there is an escalation in the price of commodities involved in the building material and/or other costs, the

Promoter shall be entitled to and the Purchaser agrees to pay the difference amount arising out of such escalation/s .

2.Construction as per approved plans.

The Promoter shall, construct the proposed 6th to 10th floor on the existing “A” building on the said property in accordance with the plans, designs & specifications approved by the concerned local authority and which have been seen and approved by the Purchaser with such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority and/or the Government Authority to be made in them or any of them for which the Purchaser hereby gives consent;

The PROMOTER shall be entitled to revise the existing plans and cause further construction of the floors upto 11th floor as per the sanctions given by the Pune Municipal Corporation, provided however the PURCHASERS’ unit shall not be affected adversely and the PURCHASER shall not object to the Promoter making changes in and revising the plans, designs, specifications and amenities including the plans of the building in which the said unit is situated due to availability and sanction of additional FSI /TDR

The Purchaser hereby irrevocably consents and authorizes the Promoter to sign on behalf of him/her for the same and to add floors, buildings, units etc. to make suitable and reasonable changes, modifications and variations in the layout & building plans without effecting any substantial change in the plans/location of the said unit of the Purchaser. The Purchaser further also consents with the Promoter to make suitable changes in the position of roads and open spaces in the layout, parking spaces, common amenities, water tanks, transformers, water lines, septic tanks, fire systems, lifts, etc.

3.Observance of all conditions imposed by local authority.

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed

by the concerned local authority while sanctioning the said 6th to 10th Floor on the existing “A” building

4. F.S.I.

The Promoter hereby declares that as per existing rules the Floor Space Index is a subject matter of continuous change & revision. The Promoter hereby declares that no part of the said floor space index has been utilized by the Promoter elsewhere. The Promoter shall, if necessary, furnish to the Purchaser all the detailed particulars in respect of such utilization of said floor space index. The Purchaser consents and authorizes the Promoter to utilize TDR acquired by him separately in the said proposed building/s in which the said unit is situated by revising the building plans, as the Promoter may deem fit and sell such additionally constructed units to any persons of his/their choice. The Purchaser approves and gives consent to the Promoter for disposing off the premises constructed in a similar manner as part of the said scheme and receiving the sale proceeds and inducting the prospective purchasers of the said floated FSI to the membership of the said KanchanVastu Co-op. Housing Society. The residual F.S.I. (if any) in respect of the property shall at all times be the property of the PROMOTER and neither the PURCHASER nor the CONSENTING PARTY shall have any right of any nature whatsoever on the said residual FSI and the same shall be available to the Promoter for his own use. The Purchaser shall not under any circumstances object or cause to obstruct such additional construction by the Promoter. The Purchaser hereby gives irrevocable consents and authorizes the Promoter for doing all acts and things necessary and signing on his behalf before all Semi-Govt., Government and Municipal Authorities etc,

5. Disclosure as to Title:-

The Promoter hereby declares that the said property is not subject to any mortgage, charge, lien or any other encumbrance whatsoever; and that the title of the said property is free and marketable as stated in Title report. The

Promoter hereby agrees that they shall, before handing over possession of the said unit to the Purchaser and in any event before execution of the conveyance of the said land in favor of the said Kanchan Vastu Co Operative Housing Society Ltd. make full and true disclosure of the nature of its title to the said land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said land, and shall, as far as practicable, ensure that the said land is free from all encumbrances and that the owners have absolute, clear and marketable title to the said land so as to enable the Promoter to convey the land to the said Society.

6. If at any time, after execution of this agreement the Central Government/State Government/Local Authority/Revenue Authority/any other authority/any Court/Judicial Authority/Quasi Judicial Authority by way of any Statute/Rule/Regulation/Notification/ Order/Judgment/Executive Power etc levies any tax/duty/charges/premium/levies/cess /surcharge/demands/welfare fund or any fund/betterment tax/sales tax/transfer tax/ turnover tax/works contract tax/service tax, VAT, Local Body Tax [LBT], penalties etc and put in force or shall be in force prospectively or retrospectively, in respect of the Said Flat or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid [and if the same is paid by the Builder/Promoter then reimbursed by the Purchaser/s]. The Purchaser/s hereby indemnifies the Builder/Promoter from all such levies, cost and consequences. It is, further, agreed that the liability and responsibility to pay Goods and Service Tax / VAT, LBT, penalties and interest thereon etc shall solely be on the Purchaser/s. Further the Tax Deductible at Source shall also be paid by the Purchaser/s and TDS certificate to that effect shall be handed over to the BUILDER/PROMOTER. The Builder/Promoter shall not be liable and/or responsible for payment thereof. In the event, however, if the Builder/Promoter is constrained to pay any such amount, the Purchaser/s shall be liable to reimburse the same to the Builder/Promoter together with penalty [if any] and interest from the date of payment by the Builder/Promoter. It is agreed that the Builder/Promoter shall have the right to claim such amount

along with the other claims of compensation /losses / burden undergone/undertaken by him. It is further agreed that there shall always be a charge / lien on the said Flat in favor of the Builder/Promoter against the amount payable by the Purchaser/s to the Builder/ Promoter towards the Service Tax / VAT and / or any other tax, duty, charge, premium, levies, cess, surcharge, penalties, etc regarding to this transaction. Further the Flat Purchaser/s has/have agreed that they are liable to pay the TDS amount upon execution of this Agreement.

7. Consent for the Promoter raising finance:

The Purchaser hereby consents and authorizes the Promoter to raise any finance by way of mortgage of the said property or scheme or any portion thereof, if, as & when so deemed necessary by the Promoter, or otherwise deal with their right, title and interest in the said property and building/s to be constructed thereon, provided that the same does not in any way affect or prejudice the rights of the Purchaser under the terms of this agreement, provided further that the PURCHASER shall not be responsible for repayment of such loan or any part thereof. Having acquainted and satisfied himself/herself with all the facts and rights of Promoter regarding the said plot, the Purchaser shall at no time be entitled to challenge or question the title of the owner or the rights of the Promoter in respect of the said land or construction thereon. Before taking possession of the said unit, but after executing and registering these presents, the Purchaser shall allow a mortgage/negative lien to be created on the said plot and any unsold premises and the Purchaser expresses his consent to the Promoter to raise construction finance without prejudice to his /her interest in the unit, in keeping with the terms set out and contemplated under section 9 of the Maharashtra Ownership Flats Act, 1963 is implied herewith and no separate consent for the same shall be required from the Purchaser by the Promoter.

8. Consent for the Purchaser raising finance:

In case the Purchaser is desirous of obtaining a loan from any bank, housing finance company or any other institution, the Promoter agrees to give all the necessary documents (at cost) that may be required for the sanction and disbursement of the loan. However, the liability of the repayment of the loan and interest thereon shall be sole responsibility of the Purchaser. The Purchaser hereby declares that he/she shall keep the Promoter and/or Society indemnified against claims in respects of such loans. The Promoter hereby gives consent to the Purchaser to keep the said premises mortgaged to the financial institution for raising the loan; and agrees to inform the said Society of the premises being so mortgaged.

9. Interest on amounts due:

The Purchaser agrees to pay to the Promoter interest at 15% p.a., compounded every financial quarter, on all the unpaid amounts which become due and payable by the Purchaser to the Promoter under the terms of this agreement from the date the said amount becomes payable by the Purchaser to the Promoter. The acceptance of levy of interest is condition precedent for acceptance of delayed payment. If the Purchaser makes the payment by way of outstation cheques, then the date of credit of the amount to the Promoter's account shall be treated as the date of receipt of payment; and only to the extent of the net amount credited after deduction of the commission/service charges of the bank. The Purchaser shall pay to the Promoter all the amounts due as per the schedule mentioned hereinabove (including interest on delayed payments (if any) within 7 days of the Promoter giving written notice to the Purchaser.

10. Termination on default in payment and breach of conditions:-

Payment on due date of each installment and other dues as per terms of these presents is the essence of this agreement. On the Purchaser committing default in payment on due date, of any amount due and payable by the Purchaser to the

Promoter under this agreement (including his /her proportionate share of taxes levied by the concerned local authority and other outgoing) and/or on the 'Purchaser committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at their own option to terminate this agreement.

Provided always that the power of termination herein contained shall not be exercised by the Promoter unless and until the Promoter gives to the Purchaser; fifteen days prior notice in writing of the intention to terminate this agreement, stating therein the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement with the option to the Purchaser to remedy such breach or breaches within the 15 days period of such notice. At the end of the 15 days' notice period, if the Purchaser fails to remedy the breach, the Promoter shall be entitled to dispose off the said unit to any other person of his choice and from the proceeds received from such resale of the said unit, shall refund to the Purchaser the installments of the sale price of the said unit which may till then have been paid by the Purchaser to the Promoter and the Purchaser shall only have right to claim to the extent of whatever the receivable amount from the Promoter. The Promoter shall in such case be entitled to appropriate out of the amount until then paid by the Purchaser, if any, and/ or demand the amount towards the losses and/or damages and/or expenses towards administrators and also interest for delays accruing till the date of termination as per clause 8 hereinabove.

However, the Promoter shall not be liable to pay to the Purchaser any interest or any compensation on the amount so refunded, and upon termination of this agreement for default of the Purchaser i.e. after expiry of 15 days notice period, the Promoter shall be at liberty to dispose off the said unit to any other person on such terms and at such price as the Promoter may in his absolute discretion think fit without any hindrance or objection from the Purchaser who shall be deemed to have given his consent for such resale. The Promoter may at their discretion alone, accept the installments/other dues in default together with compensation by way of interest so as to cover the losses.

11. Amenities to be provided:

The fixtures, fittings, specifications and amenities proposed to be provided by the Promoter in the said “A” building and the unit/s are only those that are set out in SCHEDULE-III annexed hereto. However, the same may be changed suitably by the Promoter depending on the availability of building materials and/or changes in Government policies or laws or rules for which changes the Promoter shall not be bound to or be held responsible for doing, providing or performing any acts, matters, services, amenities or extra works for the Purchaser other than those expressly appearing in this agreement. The Promoter assures that in the event certain fittings/fixtures/specifications have to be changed the alternate fixtures/fittings/specifications used shall not be of a lesser value/quality.

Whatever design, elevation, layout, trees, lawns, Colour scheme etc. shown in the brochure and/or pamphlet are only for aesthetic value and advertisement and the Promoter is not bound to provide the same. The Promoter shall be entitled to grant rights of exclusive use of all or any of the limited common areas and facilities enumerated and set out in the relevant agreement, to any of the Purchasers, as the Promoter may determine and such area or facility so reserved for exclusive use by that unit Purchaser shall be a restricted facility and area for the other Purchasers and shall be available for exclusive use and enjoyment to the concerned Purchaser to the exclusion of the other Purchasers.

12. Possession & delay/failure to give possession on due date: The said flat is proposed to be completed within a period of 24 months hereof (OR on or before 31/12/2020) and the completion certificate for the same will be obtained thereafter. The Promoter agrees to give possession of the said unit to the purchaser on receipt of the entire payment of the consideration mentioned herein including other charges as mentioned herein after completing the construction of the said unit. If the Promoter fails or neglects to give possession of the said unit to the Purchaser on account of reasons beyond his control and of his agents within the time agreed upon and the same is accepted by the Promoter, then the Purchaser shall be entitled to terminate this

Agreement and claim refund of the amounts paid by him to the Promoter along with interest at rate 9%.

Provided that the Promoter shall be entitled to reasonable extension of time for giving possession of the said unit, if the completion of the construction of the said unit in which the said unit is to be located is delayed on account of:-

- (a) Non availability of steel, cement, other building material, water or electric supply, labour problems etc.
- (b) War, civil commotion or act of God.
- (c) Changes in any Rules, Regulations & Bye laws of various statutory bodies and authorities from time to time then affecting the development and the project.
- (d) Delay in grant of any NOC / permission/ licensee connection/ Installation of any services such as lift, electricity & water connections and meters to the scheme/ unit, road NOC etc.
- (e) Litigations beyond the control of the Promoter.

Subject to the Purchaser having made all the due payments as contemplated herein within the specified time, if the Promoter fails to deliver possession of the said unit without reference to above conditions, then the purchaser shall be entitled to terminate this agreement and in that case the Promoter shall be liable to refund the Purchaser all the amounts which have been received in respect of the said unit together with simple interest at the rate of 9.00% p.a. from the date when the Promoter has received the said sum from the Purchaser till the date of the repayment. If there is any dispute between the parties hereto then the matter shall be referred to the Arbitration of the sole arbitrator to be appointed by the parties hereto. Such Arbitration shall be governed by the provisions of the Arbitration and Conciliation Act.

13. Defects or unauthorized change in unit.

The Purchaser shall take possession of the said unit within 7 days of the Promoter giving written notice to the Purchaser intimating that the said unit is

ready for use and occupation; provided however that the Purchaser has observed and complied with the terms of this agreement and paid the amount of consideration and other dues and deposits as mentioned herein.

Provided that if within a period of one year from the date of the Promoter handing over the possession to the Purchaser or within a period of one year from the date of the Promoter completing the said unit, whichever is earlier, the Purchaser brings to the notice of the Promoter any material defect in the said unit, and on the Promoter accepting the same, the Promoter shall rectify such defect, where ever possible, at his own cost. The word "defect" shall mean only defects in RCC work and seepage from external walls caused on account of willful neglect of the Promoter and shall not include defects caused by normal wear and tear, negligent use of the premises by the Purchaser, abnormal temperature fluctuations, heavy rains & weather conditions etc. or subsequently detected defects in fittings such as doors, windows, electric switches, tiling, sanitary ware, water supply fittings etc. or arising out of alterations carried out or damages caused by the Purchaser or other Purchasers.

Provided further that in respect of defects brought to the notice of the Promoter after the expiry of the aforesaid period of one year, the Purchaser, along with the said Society, shall be responsible for rectifying such defects at their own costs.

It is further agreed that the Purchaser shall not carry out any alterations in the said unit or the amenities / fittings provided therein, pipes, water supply connections, tiling, bathroom renovation which may result in seepage of water and the defect liability of the Promoter shall automatically cease and become void if any such work is carried out by the Purchaser; and the Purchaser shall be liable to rectify the same at his/her expenses. The Purchaser hereby agrees that the said unit shall not be merged or combined with any adjacent unit or with any unit above/below the said unit without the express permission of the Promoter.

14. Consent for common services / facilities:

The Purchaser hereby gives consent to the Promoter and/or the said Society to construct individual / common septic tank/s, soak pit/s, to lay water inlet/outlet pipes, drainage pipes, storm water drains, electric or telephone cables etc. in the open spaces on all sides, chowks, terraces etc., whether or not attached to the premises of the Purchaser. The Purchaser shall also not do or cause to be done anything to the water supply/ drainage/ electric or other lines that may cause hardship or affect the rights of the other purchasers in the building/s.

15. Purpose of use of Flat/ Unit / Garage / Stilt/Open Parking Space: The Purchaser shall use the said unit or any part thereof or permit the same to be used only for the purpose as approved by the local authority. The Purchaser shall use the open space or garage or parking space only for the purpose of keeping or parking his/her own vehicle and shall only park his vehicle in the specific parking space allotted to him/her and shall not disturb the parking facilities allotted to the other Purchasers or claim any rights on the un-allotted parking spaces. The Purchaser shall not use the premises or any part thereof for any commercial activity unless specific permission in writing is obtained from the Promoter and written permission regarding change of user is granted by the concerned local authority and/or the said Society. The Purchaser further agrees that, irrespective of the permission granted by the local authority or other government body, the premises shall never be used for purposes like auto garage, workshop, liquor bar, flour mill, printing press or any such activity that may create hazard and/or nuisance to adjoining occupants or any activity which shall create nuisance for the purchasers of other premises. The Purchaser also agrees not to use the said unit for any illegal and immoral activities and indemnifies the Promoter and/or society from any consequences of the use of the said unit. Any violation of this clause shall render this agreement invalid; and the Promoter/ Society shall be at liberty to take all possible actions to ensure compliance of this clause, including termination of the Agreement without paying any compensation.

The Purchaser also further declares that he/she is aware that the marginal open spaces in the said property are proposed to be used for parking; and the Promoter intends to allot the same to the various purchasers. The Purchaser hereby gives express consent for the allotment of open space for parking and indemnifies the Promoter for such allotments for all times to come.

16. Society or Apartment Condominium or Ltd. Co. Formation :- A Co-Operative Housing Society of the unit purchasers has already been formed and registered as stated above and, the Purchaser along with other Purchasers of units in the scheme shall join the same and for this purpose and also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for becoming a member thereof including the bye-laws of the proposed society, and shall duly fill in, sign, and return to the Promoter within 8 days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to take further steps as may be required. It is agreed by and between the parties that even if the Society is formed earlier, the final conveyance of the property shall be executed and registered only after completion of construction of all units as envisaged herein and all the units are sold and all dues are received by the Promoter from all the purchasers.

17. Conveyance to Society:-

The Owner/Promoter shall only after completion of the entire project in all respects and obtaining completion certificate/s, but in any case within 1 year from the date of obtaining final completion certificate of the last unit and/or sale of the last unit and receipt of all dues from all the Purchasers, whichever is later, cause to be transferred to the said society, all the right, title and the interest of the Owner/Promoter in the said land together with the building/s thereon by executing the necessary conveyance deed in favor of said society and such conveyance/s shall be in keeping with the terms and provisions of this Agreement. Even after registering the Co-operative Society, the Purchaser

hereby consents to the Promoter that it shall not be practical unless and until the full scheme is completed, in all respects and hence the Purchaser hereby gives his NOC for execution of Final Conveyance deed only after entire construction work and scheme as envisaged herein is completed in all respects.

18. Outgoings and Proportionate Contribution:

Commencing a week after the Promoter giving written notice to the Purchaser that the said unit is ready for use or the Completion Certificate of the said unit issued by the local body or the Architect, whichever is earlier, the Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and buildings namely local taxes, betterment and development charges or such other levies by the concerned local authority and or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and buildings. The Purchaser shall also be liable to pay the house tax as assessed in respect of the said unit to the authorities from the financial year in which this agreement is executed. Before taking possession of the said unit, the Purchaser shall, in addition to the deposit mentioned in clause I (G), which shall be of long term in nature, pay / keep with the Promoter his share of such charges and outgoings in advance for the following year and thereafter every year. The amount to be paid by the Purchaser towards maintenance, exclusive of any other deposits, is tentatively fixed at Rs. 15,000/- for the initial one year, payable in advance vide postdated cheques before possession. The charges fixed are tentative and may vary upon actual expenses to be incurred as may be determined by the Promoter and include charges that have been/may be incurred by the Promoter for formation of Society. The said charges shall be paid by the Purchaser as directed by the Promoter. The Promoter shall use the said sums only for the purposes provided in this agreement for the common purposes of the building/s. The maintenance of such services and accounts by the Promoter shall not constitute any services, by whatever name, but only a convenience extended to the Purchasers until the society/apartment is formed

and land along with building is conveyed. The Promoter shall act collectively on behalf of the Purchasers for the purpose of maintenance of the building/s and accounts; and this shall not constitute a service contract by whatever name. It is further agreed that the Promoter is not required to pay the aforesaid maintenance charge/any other charge to be shared by the members for the premises remaining unsold. Until the Purchaser becomes a member of the said Society, the Purchaser shall pay to the Promoter such proportionate share of outgoings as determined by the Promoter. The amounts so paid by the Purchaser to the Promoter shall not carry any interest, shall be paid to and remain with the Promoter until a conveyance/s is executed in favor of the society or a limited company as aforesaid. Subject to the provisions of section 6 of the said Act, on such conveyance being executed, the aforesaid deposits (less the expenses made by the Promoter and deductions provided for in this agreement) shall be paid over by the Promoter to the said Society. The Purchaser undertakes to pay such provisional quarterly contribution and such proportionate share of outgoings regularly or on demand in advance and shall not withhold the same for any reason whatsoever. All infrastructural and common areas and facilities shall be completed before the final conveyance of the property and the Purchaser shall make no complaints as regards water supply & connections, electric supply and connections, lift and road facilities etc. till completion of the entire project in all respects.

19. Payment of Deposits/Charges:-

The Purchaser shall on or before taking possession of the said unit keep deposited/shall pay with the Promoter the amounts as mentioned in clause No. 1 (F),(G)& (H) of this agreement for meeting the expenses mentioned therein and also for (a) for legal charges, share money, application & entrance fee and for formation, registration of society (b) the projected maintenance charges in advance towards proportionate share of taxes or other charges and expenses and electric/ water deposits, development charges, incidental expenses.

20. Utilization of Society Formation Charges:

The Promoter shall primarily utilize the society deposit paid by the Purchaser to the Promoter for meeting all legal costs, charges and expenses (including out of pocket expenses) including professional costs of the Advocates/Solicitors of the Promoter in connection with search & title report, title, clearance & formation of the said society, or limited company, as the case may be, for preparing its rules, regulations, and bye-laws and the cost of preparing and engrossing this agreement. The Purchaser is aware that the Promoter has already incurred expenses from time to time towards meeting the expenses as above which shall also be accounted and the Purchaser shall not claim any interest on the society deposit & registration expenses so paid by Purchaser which shall remain with the Promoter, till the conveyance; and shall carry no interest thereon.

21. Maintenance of Accounts of sums received as advance or deposit from the Unit Purchaser.

The Promoter shall maintain separate accounts in respect of sums received by the Promoter from the Purchaser as advance or deposits, i.e. towards the electricity /water charges, maintenance and out goings deposit and society deposit and shall utilize the amount for the purposes mentioned herein above. The amounts spent by the Promoter from time to time towards these expenses shall be reimbursed from these accounts or any of them and the said deposit amounts shall not carry any interest till the final conveyance deed is executed. The accounts of all such expenses maintained separately or in the books of the Promoters shall be treated as final and the Purchaser hereby expressly agrees to the same. It is further agreed that the Promoter shall handover the accounts to the said Society within three months of the execution of the conveyance of the said land and building.

22. Stamp Duty, Registration & Other Charges:

All costs, charges and expenses including stamp duty and registration charges on this agreement shall be borne exclusively by the Purchaser. Each purchaser shall also pay to the Promoter the Purchaser's share of stamp duty, registration charges and other expenses in connection with preparation of and/or execution of other documents for the formation and registration of the Society, the conveyance or any document or instrument of transfer in respect of the said land and the buildings to be executed in favor of the society or limited company or apartment owners. Till the final conveyance/s of the said land and building/s is executed, this amount shall remain with the Promoter. The Purchaser further undertakes to pay any additional difference in stamp duty or registration fees or taxes that may arise due to any reason including any shortfall in payments that may be determined later, change in Government Rules and laws etc. The payment of any stamp duty or other such duties/levies/taxes shall always be the liability of the Purchaser and the Purchaser hereby indemnifies the Promoter of such liability forever.

23. Covenants as to use and maintenance of unit by Unit Purchaser.

The Purchaser for him/herself and with the intention to bring all persons into whosoever hands the said unit may come, hereby covenant with the Promoter as follows

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

(b) Not to store in the said unit or land any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said 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 the upper floors which may damage or are likely to damage the staircase, common passage or any other structure of the building in which the said unit is situated. Any damage caused to the building in which the said unit is situated or the said unit on account of negligence or default of the Purchaser in this behalf, shall be made good by him/her and the Purchaser alone shall be responsible and liable for the consequences arising there from.

(c) To carry out, at his own cost all internal repairs to the said unit and maintain the said unit in the same conditions, state and order in-which it was delivered by the Promoter to the Purchaser and not to do or suffered to be done anything in or to the building in which, the said unit is situated or the said unit which may be against and/or detrimental to the rules regulations and bye-laws of the concerned local authority or other public authority. And in the event of the said Purchaser committing any act in contravention of the above provision, the Purchaser alone shall be responsible and liable for the consequences thereof.

(d) Not to demolish or cause to be demolished the said unit or any part thereof, nor 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 any alteration in the elevation and outside Color scheme of the building in which the said unit is situated and shall keep the portions, sewers, drains pipes in the said unit and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC. parts or other structural members in the said unit without the prior written permission of the Promoter and/or the society or the limited company and also the RCC designer appointed by the Promoter.

(e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the said

unit is situated or any part thereof or whereby any increased 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 in the compound or any portion of the said land and the building in which the said unit is situated.

(g) Pay to the Promoter within 8 days of demand by the Promoter, his/her share of security deposit and charges for giving water, electricity or any other service connections to the unit or building in which the said unit is situated.

(h) To bear and pay any increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said unit by the Purchaser viz. or on any other account user for any purposes other than for residential purpose.

(i) Not let, sub-let, transfer, assign or part with his/her interest or benefit of this agreement or with the possession of the said unit until all the dues, payable by the Purchaser to the Promoter are fully paid and subject to condition that the Purchaser is not guilty of breach of any terms or is not guilty for non-observance of any of the terms and conditions of this agreement and until the Purchaser has obtained prior consent in writing of the Promoter or the body corporate when formed. If any such transfer or assigning takes place without the consent of the Promoter/society/apartment, it will be expressly considered as breach of this agreement.

(j) Observe and perform all the obligations under the rules and regulations which the said society has adopted at its inception and as it may be in force from time to time for protection and maintenance of the said buildings and the units therein, and shall be responsible 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 Purchaser shall also observe and perform all the stipulations and conditions laid down by the said society company regarding the occupation and use of the said unit and the building and shall pay and contribute regularly and punctually towards the

taxes, expenses or other outgoings in accordance with the terms of this agreement.

(k) Allow unlimited access at all reasonable times and extend full cooperation to the representatives, surveyors, contractors, workers and agents of the Promoter and/or society or other purchasers to enter into and upon the said land and premises or any part thereof to view and examine the state and condition thereof, carry out repairs/maintenance etc.

(l) Remove forthwith any obstruction, objection, nuisance etc. created or caused by the Purchaser as asked for by the Promoter, society/association or any members thereof suffering inconvenience on account of such cause.

(m) Not to install window air conditioners in the rooms at places other than those provided by the Promoter so as to maintain the elevation and uniformity of the building. The Purchaser shall also ensure that the water overflows from all air conditioners installed by the Purchaser are properly drained and no water overflow shall fall onto any premises below or in the compound of the building.

n) Agrees that the opinion of appointed architect shall always prevail. It is also agreed that the Promoter will not be held responsible for any inadvertent defects in the material purchased by it from established suppliers despite best efforts by the Promoter.

o) In the event the Purchaser desires to have any internal additional work to be carried out in the said unit ,he/ she shall inform the Promoter in writing. Upon receipt of such intimation and after studying the suggested changes the Promoter will inform the possibilities and costs thereof in writing. The Promoter shall carry out such approved changes only upon receipt of written acceptance from the purchaser along with the amount mentioned in the quotation .In the event the Purchaser fails to give written acceptance and /or payment in advance within the time limit specified, the Promoter may refuse to carry out the changes and complete the construction as per the standard specifications. Furthermore no discount shall be given for reduction in internal work.

24. 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 land and building or any part thereof. The Purchaser shall have no claim whatsoever, save and except in respect of the said unit hereby agreed to be sold to him/her; on all open spaces, parking spaces, lobbies, roads, staircases, terraces, recreation spaces etc., unless specifically allocated to any persons/s, and will remain the property of the Promoter. The Promoter shall, until the execution of the final conveyance, be entitled at his discretion to declare such areas or facilities as restricted, common, limited or reserved and cause changes therein or allot any of the same to any person/s for such extra charge as the Promoter may deem fit, for which the Purchaser hereby irrevocably consents and shall not object.

25. Forbearance not to be construed as waiver:

Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser by the Promoter, including acceptance and/or tolerance of delayed payments, shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser: nor shall the same in any manner prejudice the rights of the Promoter. The courts of law at Pune alone shall have jurisdiction in all matters arising or concerning this agreement.

26. Registration of Agreement and Conveyance:

The Purchaser shall present this agreement, duly stamped as per rules, at the proper registration office for registration within the time limit prescribed by the Registration Act; and on intimation, the Promoter will attend such office and admit execution thereof. The Purchaser hereby indemnifies the Promoter against any liability towards stamp duty, registration charges and/or other

claims/penalties that may be levied or prosecution launched by any government authority for nonpayment or short payment of stamp duty or other charges upon execution of this agreement.

27. Purchaser's Address for service of Notice:

All notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser, by courier / registered post at his/her address first hereinabove mentioned.

28. Use of Terraces & Open Spaces / Gardens:

It is also understood and agreed by and between the parties hereto that the terrace space and/or open space/s the layout or in front of or side areas adjacent to the said unit/s in the said building, if any, shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authorities and the Promoter. Unless otherwise provided in this agreement, such terrace or open space or side areas or road rights shall not vest in the Purchaser or society as the case may be till the specific & exclusive rights of that particular terrace or open space or side areas of the unit have been allocated to him/her under this agreement and or any other writing. The rights of exclusive use of terraces and open gardens/spaces/areas/parking areas specifically allotted to the particular unit holder shall exclusively be used by the concerned unit holder and the same shall be a restricted area for any other unit holder. The Promoter is entitled to sell exclusive rights for use of such parking space/garden, open area/terrace etc. for which the Purchaser consents irrevocably. The Purchasers shall be entitled to install T. V. Antennas or such other installations only at such places as the Promoter shall allow, dish antennas shall specifically not be erected without the prior written consent of the Promoter. All un-allotted terraces/parking spaces or open gardens/spaces/areas etc. shall remain exclusively owned by the Promoter unless specifically allotted to any unit Purchaser and the Purchaser shall not

object and hereby consents to the Promoter for allotting or using the same in any manner as it may deem fit.

29. Payment of Sales Tax, Service Tax, FBT and other Taxes:

The Purchaser shall be liable to pay all and any other taxes such as Sales Tax, Service Tax, FBT, VAT and/or other Taxes as are or as may be levied by the state or central Government or any other authority before or after the possession of the said unit as and when such taxes become due; and such payment shall be effected within seven days of demand, and the Purchaser shall exclusively be liable for all the consequences of any delay in payment thereof.

30. Payment towards Other facilities / Extra Amenities:

It is hereby agreed that if any expenses are incurred for the provision of any Facilities as may be directed by the government / local or other authorities (like provision of common solar systems, special drainage requirements, communication facilities etc. or any other services, facilities or amenities) even after execution of this agreement, or if the Purchaser requests the Promoter to provide additional amenities or carry out alterations in the premises, then the Purchaser alone (along with the other Purchasers for common amenities), shall be liable to pay all and any such expenses or amounts as determined by the Promoter. The Purchaser shall exclusively be liable for all the consequences of any delay in payment thereof.

31. Any deduction of an amount made by the Purchaser/s on account of Tax Deducted at Source (TDS), as may be required under the present Income Tax Act, 1961, under section 194IA, read together with the Income Tax Rules, 1962, as per present prevailing law or such other Acts that may be introduced or substituted for the Income Tax Act, 1961 whether called the Direct Tax code or by such other name, to govern the deduction and payment of the TDS in respect of purchase of Immoveable property, while making any

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

32. Consent to Represent Purchaser:

The Purchaser hereby irrevocably consents and authorizes and the Promoter to represent him/her in all matters regarding property tax assessment and reassessment before the Authorities; and decisions taken by the Promoter in this regard shall be binding on the Purchaser. The Promoter may till the execution of the final conveyance represent the Purchaser and his/her interest and give consent, NOC's and do all necessary things in all departments of the Municipal Corporation, Collectorate, road, water, building tax. assessment, departments (Govt. & Semi Govt. Departments, M.S.E.B., U.L.C. office etc.

etc. on behalf of the Purchaser and whatever acts done by the Promoters on behalf of the Purchaser in the interest of the PURCHASER shall stand ratified and confirmed by the Purchaser.

The unit Purchaser hereby authorizes and allows the Promoter to represent him/her for applying to concerned authorities and departments for separate water & electricity, meters, and /or changing the position of roads, open spaces, parking lots, other common amenities, staircases, lobbies, underground /overhead tanks. Transformers, garages, dust-bin, septic tank, sullage lines, water lines, etc.as per their requirement and will not take any objection for the same.

The Purchaser consents and authorizes the Promoter to utilize and take connections from water, electricity, sewage or drainage lines and other conveniences in the said scheme/building/s as and when they require to do so for carrying on further development.

The Purchaser, also aware that, the Promoter may increase number of units & floors in the “A” building in which the Purchaser has booked his unit or any other building/s and / or construct upon the open space in the layout as per the plans that may be got sanctioned by the Promoters. The Purchaser hereby authorizes the Promoters to change the elevation and plans for any number of times including the building wherein the unit Purchaser has booked his unit without changing the plans/location of the said unit of the Purchaser; and the Purchaser shall not take any objection for the same. The Purchaser hereby gives consent to the Promoter for representing him/her for doing the same. The Purchaser consents and agrees for the Promoter raising finance for and in the course of completing the development and construction work on the said property by creating charge/mortgage thereof or any part there from, to any person/s or institutions as the Promoter may deem fit or require.

In future, if there is any increase in FSI the Promoter shall have the sole rights to claim, utilize, develop & dispose of the same in a similar manner and unit Purchaser will not ask for any compensation for the same and the Promoter is authorized to submit the plans and sign on behalf of Purchaser if his/her signatures are required for this purpose.

The Promoter is allowed to make suitable and necessary representations and changes in the Government, Semi Government or any other Departments to execute the scheme properly as it may deem fit. All activities done by Promoter will be binding on Purchaser and he/she will not take any objection for the same.

33. Rights to dispose off spaces on terrace:

The Promoter may allow display of advertisements and hoarding sites on the said building/s and derive and appropriate the income there from for the Promoter only. The terraces on the building and/or attached to any units or premises which are not exclusively allotted to any particular Purchaser shall always belong to the Promoter and the Promoter shall be entitled to deal with and dispose off rights pertaining thereto in such manner as they may deem fit. In the event of the Promoter obtaining permission from the local authorities for construction of any type of premises on the terrace, then the Promoter shall be entitled to deal with and dispose off in any manner whatsoever such premises constructed by them to such person or persons or parties at such rate and on such terms and conditions as the Promoter may deem fit. The Promoter shall be entitled in that event to allot the entire terrace to the buyers of such premises constructed on the terrace. The Purchaser and the body formed will have no objection to the said society accepting the buyers of the premises that may be constructed by the promoter on the terrace as its member/s.

34. Promoter to have paramount charge till ALL amounts paid:

That the Promoter shall have first and paramount charge on the said unit for all amounts that the Purchaser is liable to pay under this agreement and the Promoter shall be entitled to recover and receive the same from the Purchaser and shall be entitled to withhold giving possession subject to the payment thereof and of the other liabilities relating to taxation or otherwise.

35. Set Back Compensation:

The Promoter alone shall be entitled to claim and receive compensation for any portion of the land/building that may be notified for set back and claim the F.S.I. benefits and compensation available for areas under reservation for community center, D. P. Road/s prior to the final conveyance in favor of the proposed society/apartment owners/limited co.

36. Transfer of Promoter's rights:

The Promoter shall be at liberty to sell, transfer, assign or otherwise deal with the right, title, interest in the said property and the building/s thereon, subject to the rights of the Purchaser in respect of the said unit. The Purchaser hereby accords his consent to any such transfer or sale; and no claims or objections to the same shall be raised by the Purchaser.

37. Transfer Of Premises:

In case the Purchaser decides to transfer/sell the rights of the Purchaser in the premises to any other person, prior to the execution of final conveyance as stipulated herein, then the Promoter shall transfer the Purchaser's rights to the person nominated by the Purchaser and register/transfer the premises in favor of the nominee upon payment of transfer charges by the Purchaser to the Promoter @ 2% of the sale value. Further, as the Purchaser has agreed to purchase the unit for bonafide self-occupation residential purpose, transfer of the said unit shall not be allowed before the completion of the unit, except in rare case/s at the sole discretion of the Promoter. The Purchaser declares that he/she shall continue to pay all sums due and payable under this agreement even if the Purchaser intends to sell the unit at a later date.

38. Agreement Is Not A Contract:

The parties hereby agree that this agreement is neither a contract nor is it an agreement between an employer and employee. It is in respect of completely

constructed premises even if the amount is fixed and payable in installment. The Purchaser admits that the Promoter is neither a contractor nor an employee appointed by the Purchaser. The specifications and amenities to be provided are prepared by the Promoter and the Purchaser has accepted the same.

39. Unsold Premises:

Till such time all units (including proposed units) in the “A” building are sold by the Promoter, the Promoter shall only be a nominal member of the Association and till the new Purchaser purchases the unit, the Promoter or their assignee shall not be liable to pay charges towards the common maintenance and taxes. However the Promoter and/or its assignees shall be liable to pay municipal assessment taxes, if any, to the extent of such unsold premises.

40. M.O.F. Act. :-

This agreement shall always be subject to the provisions of the Maharashtra Ownership Flat Act, 1963 and the rules made there under and amendments thereto.

SCHEDULE-I

DETAILS OF THE PROPERTY ON WHICH THE SAID SCHEME IS PROPOSED

1. All that piece and parcel of land admeasuring 0H 27 R bearing Survey number 78/173/3, renumbered as 78/173/3/2 assessed proportionately at Rs 01 and Ps 67 of village Kothrud, Taluka Haveli District Pune within the limits of Pune Municipal Corporation and bounded as under

On or towards:

North: By Road

South: By Road

East: By S/no 78/174/2 (part)

West: By plot no 80 and 81

2. All that piece and parcel of land admeasuring 0H 18 R bearing Survey number 78/174/2, assessed proportionately at Rs 01 and Ps 12 of village Kothrud, Taluka Haveli District Pune within the limits of Pune Municipal Corporation and bounded as under

On or towards:

North: By Road

South: By Road

East: By Road

West: By S/no 78/173/3/2

3. All that piece and parcel of land admeasuring 0H 05 R bearing Survey number 78/175/2/1, assessed proportionately at Rs 00 and Ps 31 of village Kothrud, Taluka Haveli District Pune within the limits of Pune Municipal Corporation and bounded as under

On or towards:

North: By Road

South: By S/no 78/173/3 (part)

East: By S/no 78/173/3 (part)

West: By plot no 80 and 81

All the above mentioned properties (as set out herein above) have been amalgamated and merged together bearing Survey number 78, Hissa No. 173/3/2+174/2+175/2/1 admeasuring 0H 50R at Rs. 3 and Ps. 10 and after handover of the amenity plot admeasuring 750 sq. mtrs. to the PMC from and out of the amalgamated property the boundaries of the remaining property on which the building A & B have been constructed (renumbered as 78/173A/174) are as under.

North : part By Road , Part by Amenity plot

South : By road

West : By plot no 80 and 81

East : Part by road and Part by Amenity plot

SCHEDULE II

ALL THAT PIECE AND PARCEL OF UNIT BEARING NUMBER _____ ADMEASURING _____ sq ft. i.e _____ .Sq.mt (**carpet**), with adjacent terrace admeasuring _____ sqft i.e _____ sqmt and situated on the _____ floor of the **A** building in the scheme called as **KANCHAN-VASTU** being constructed on the property described in the schedule 1 hereinabove along with exclusive right to use one car parking space admeasuring **9.29**.sq mtr i.e. **100 sq.ft.**

SCHEDULE-III

SCHEDULE-III SPECIFICATIONS &AMENITIES

1. RCC frame structure
2. Sliding door to terrace
3. Superior quality powder coated aluminum sliding windows with M.S. grill.
4. Granite kitchen platform with stainless steel sink
5. Vitrified flooring in entire apartment
6. Toilets – Glazed wall tiles up to 7 ft height
7. Jaguar or quality sanitary fitting and fixtures
8. Concealed electrification & plumbing

9. Intercom system
10. 6 Passenger Elevator with generator backup
11. Solar System
12. Firefighting system
13. False ceiling (pop) in living rooms
14. Granite frames in W.C /Bathroom
15. Gas piped connection (MNGL)

Note: The above specifications and amenities are indicative and subject to change without any notice on account of non-availability of amenity, non-availability of material or non-feasibility. The changes in amenities listed above shall be governed by the terms of this agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal this day and year first hereinabove mentioned.

SIGNED, SEALED & DELIVERED

by the within named PROMOTER

M/S TRY REALTORS

Through its PROPRIETOR

Mr. Sudhir Vasant Karnataki

Sign:_____

SIGNED, SEALED AND DELIVERED

By the within named PURCHASER

1) _____ Sign:_____

SIGNED, SEALED & DELIVERED

by the within named OWNER /

CONSENTING PARTY

through their Constituted Attorney

Mr. Sudhir Vasant Karnataki Sign:_____

In the presence of:

1.	2.
Sign:	Sign:
Name:	Name:.
Add :	Add :