

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE MADE ON THIS ____TH DAY OF JULY 2016, AT PUNE

BETWEEN

M/S. OM SIDDHAKALA ASSOCIATES, a registered partnership firm having its place of Business at Office No. 103, Swami Puram, 2160 B, Sadahiv Peth, Pune -411030, (PAN No.AABFO7444D), through its partners **MR. MAYUR DASHRATH WALHEKAR**, Age about 34 Years; Occupation: Business, Residing at Survey No. 25, 'ABHIJAT', Swami Samarth Nagar, Nanded Phata, Pune-411041, PAN No. AANPW4448F

Hereinafter referred to as "THE DEVELOPER" and/ or THE PROMOTER" (which expression unless repugnant to the context or meaning thereof, shall mean and include its partners heirs, executors, administrators, transferees and assigns).....**THE PARTY OF THE FIRST PART.**

AND

_____, Age:____ years, Occu: Service, PAN: _____, Residing at: _____

Hereinafter referred to as "THE PURCHASER/S" (Which expression shall unless repugnant to the context shall mean and include her/his/their heirs, executors, administrators and assigns)**THE PARTY OF THE SECOND PART.**

AND

1.MR. SHIVAJI RAMCHANDRA SATAV, (for himself and being as the legal heirs of LATE RAMCHANDRA JIJABA SATAV), Age: 61, Occ: retired and agriculturist, Residing at: Wagholi, Tal-Haveli, Dist-Pune, **2. SMT. GAYABAI RAMCHANDRA SATAV**, (for herself and being as the legal heirs of LATE RAMCHANDRA JIJABA SATAV), Age: 84, Occ: Household, Residing at: Wagholi, Tal-Haveli, Dist-Pune, through his/her/their lawfully constituted attorney, **M/S. OM SIDDHAKALA ASSOCIATES**, through one of its partner **MR. MAYUR DASHRATH WALHEKAR**, Age about 34 Years; Occupation: Business, Residing at Survey No. 25, 'ABHIJAT', Swami Samarth Nagar, Nanded Phata, Pune-411041

(The Power of Attorney is registered at the office of Sub Registrar Haveli No. XVI at serial no. 3199/2008 dated 11/04/2008 and at the office of Sub Registrar Haveli No. XIII at serial no. 7574/2014 dated 01/10/2014)

HEREINAFTER jointly and together referred to as "CONSENTING PARTY" (which expression unless repugnant to the context or meaning thereof, shall mean and include his respective heirs, executors, administrators, nominees and assigns).....**OF THE PARTY OF THE THIRD PART**

WHEREAS, all that piece and parcel of the property admeasuring about 01 H, 20 sq. mts., out of New Gat No. 1172, (old Gat No.2175), collectively admeasuring about 01 He. 54 Ares, which is assessed at Rs.02.09 Ps, of Village Wagholi, Tal. Haveli, Dist. Pune which is within the limits of Zilla Parishad, Pune and Taluka Panchayat Samiti Haveli and also within the limits of Grampanchayat Wagholi and within the registration District Pune, registration Taluka Haveli, (Hereinafter referred to as "SAID LAND/PROPERTY") are belonged and stands in the revenue records in the name of the to **CONSENTING PARTY**, i.e. party of the third part. The



said property is more particularly described in the FIRST SCHEDULE- given hereunder.

AND WHEREAS, the owner had decided to develop the said plot of land and therefore executed a development agreement and power of attorney in favour of the party of the second part and by virtue of the said development agreement and power of attorney dated the party of the second part had obtained the right to develop, the said property as per the terms and conditions contained therein, and the development agreement and power of attorney a had been registered in the office Sub Registrar Haveli No. 16, at serial no. 3198/2008 and 3199/2008 respectively on 11/04/2008.

AND WHEREAS the property bearing Sr. No.- 234, H. No 1B from Village Wagholi was owned by Shri. Shantaram Tukaram Shinde. There after Shri. Shantaram Tukarm Shinde by two different sale deed soled the property to Mr. Ramchandra Jijaba Satav and accordingly the name was recorded to 7/12 extracts of the said Sr. No. by Mutation entry no 7162 and 7191.

AND WHEREAS, on 23/03/1974 the consolidation scheme was implemented in the village Wagholi and accordingly the said Survey no. 234/1B/1 and 234/1B/2 was consolidated in to block no. 2175 and accordingly the name was Shri. Ramchanrd Jijaba Satav was recorded to the said gat no 2174 as an owner.

AND WHEREAS, as per the order of consolidation officer Pune dated 18/08/1984, the scheme in respect of Gat no. 2174, 2175 and 2176 was corrected and the same effect was give to 7/12 extract by mutation entry no 934. Further again as per the order of Taluka Inspector of Land Records (TILR) dated 29/10/1997 and Order of Thasildar Haveli 12/11/1997 the village Wagholi was separated from the Village Wagholi and accordingly old gat numbers of Village Wagholi were give new gat numbers and old gat number 2175 which is owned by Shri. Ramchandra Jijaba Satav was renumbered as a new gat number 1172 and the same effect was given by mutation entry no. 1

And whereas, the said Shri. Ramchandra Jijaba satav decided to partition all his property between him and his heirs. Accordingly the registered partition deed on 9/4/2001. The partition is registered in the office of sub Registrar Haveli No.- VII at serial no.- 1002/2001 dated 09/04/2001. As per the partition deed, out of gat no.-1172 (New) and 2175 (old) totally admeasuring 01 H. 54 Ares., and land admeasuring about 00 h. 77 Ares, respectively came to share of Shri. Ramchandra Jijaba Satav and land admeasuring 00 H. 77 Ares came to the share of Shri. Shivaji Ramchandra Satav, and accordingly the effect of the said partition land was give to 7/12 extract by Mutation entry no 9094.

AND WHEREAS, Shri. Ramchandra Jijaba Satav and Shivaji Ramchandra Satav jontly entrusted the development rights of the land admeasuring about 01 H. 20 Ares , out of the land totally admeasuring about 01 H. 54 Ares, out of New gat no.- 1172 (old Gat No.2175) from the village Wagholi infavour of M/s. Om Siddhakala Associates, a registered partnership firm through is Mrs. Meenal Shankar Walhekar and others that the said development agreement in the office

of Sub Registrant Haveli no 16 at serial no 3198/2008 dated 11/04/2008. The said owners also executed irrevocable Power of Attorney for the effective implementation of the aforesaid development agreement, in favor of M/s. Om Siddhakala Associates. The said POA is registered in the office of Sub Registrar Haveli No. XI at serial no.- 3199/2008 dated 11/04/2008.

And whereas the said owner i. e. consenting party initially had decided to develop the said plot of land and therefore executed a development agreement and power of attorney in favour of the M/s. Om Siddhakala Associates and by virtue of the said development agreement and power of attorney, the aforesaid persons have obtained the right to develop & construct, the said property as per the terms and conditions contained therein,

AND WHEREAS, the owners Shri. Ramchandra Jijaba Satav, Shri. Sivaji Ramchandra Satav and the consenting party/ developer M/s. Om Siddhakala Associates through its partner have been assigned an area admeasuring about 12000 Sq. Ft. i.e. 11154.24 Sq. Mtrs., out of 01 H. 20 Ares, to Macchindra Bapu Satav, Prasad Shankar Satav by sale deed which is registered at the office of Sub Registrar Haveli No. VII at serial no. 4488/2009. Therefore M/s. Om Siddhakala Associates has acquired the complete right of an area admeasuring about 10886 Sq. Mtrs., to develop the said property by making construction of multistoried building thereon.

AND WHEREAS by virtue of the said Development Agreement and the Power of Attorney, the Developer M/S. OM SIDDHAKALA ASSOCIATES is authorized and empowered to develop, construct and evolve the "Ownership Flat Scheme" over said property and is also entitled and authorized to sell the units/flats/shops/ offices and other tenements as may be constructed on the said property to prospective Purchaser. The said Developer/ Promoter has the sole and exclusive right and authority to develop the said property, construct buildings consisting of flats/ shops/ offices and other tenements and allot to the same to the prospective purchasers such units in such buildings constructed or to be constructed by the promoter on the said property and to implement the Scheme Commonly known as Ownership Flats Scheme. The Promoter is also entitled and to enter into Agreement/s with the Purchaser/s of the flats/ units/ tenements/ garages/ apartments and to sell, lease, mortgage allocate or otherwise alienate in whatsoever manner the same and to allocate the exclusive use or restrict the use or restrict the use of parking space/s, terrace/s garden/s, open space/s or any other areas in the proposed scheme, to any persons of promoter's choice and to enforce the rights or fulfill obligations thereunder and to receive the sale price of land and construction cost and/or consideration for granting of any such exclusive rights.

AND WHEREAS the promoter prepared building plan/s for the proposed building to be constructed on the said property. The promoter has got approved from the concerned local authority the plans, layouts, specifications, elevations, sections and details of the said buildings to be constructed on the said property (hereinafter referred to as the 'said plans'). Subsequently the said layouts and building plans were approved by The Assistant Director of Town Planning, District Pune bearing approval No. NABP/Mouje Wagholi/ Tal.- Haveli/ Gat No.

1172(Part)/ SSP/4221, dated 03/11/2010 and the Collector of District Pune, vide its approval no.PMH/NA/SR/740/2010 dated 22/04/2011. The said layout and building plans were submitted for revision and subsequently revised by The Assistant Director of Town Planning, District Pune bearing approval no. Layout/NABP/Mouje Wagholi/ Tal.- Haveli/ Gat No.1172(Part)/ SSP/1293, dated 16/03/2012 and the Collector of District Pune, vide its approval no.PMH/NA/SR/1278/2012 dated 13/02/2013 had approved the revised plan & granted a permission to construct a multistoried building on the said plot.

AND WHEREAS the Promoter has entered into an Agreement with an Architect registered with the Council of Architects and has also appointed a Structural Engineer for the preparation of the structural design and drawings of the building/s and the Promoter has accepted the professional supervision of the Architect and the Structural Engineer till the completion of the building's. The Promoter herein has reserved the rights to change the Architect and the Structural Engineer as and when required during or before the completion of the building/s.

AND WHEREAS while sanctioning the said plans 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 property and constructing the said buildings, upon due observance and performance of which only the Completion and Occupation certificate in respect of the said buildings shall be granted by the concerned local authority.

AND WHEREAS, the promoter proposes to commence construction of the said building/s on the said property in accordance with the said plans.

AND WHEREAS the promoter proposes to sell/allot the unit/flat office/ shop/ tenement/ Apartments on ownership basis and also allocate rights of exclusive use pertaining to car parking space/ Open Space/ Terrace/ Garage appurtenant or adjoining to certain flats in the said buildings and is/will be entering into separate Agreement for sale/allotment of such flats/ shops/ offices/tenements/ apartments etc. and grant of exclusive rights if any, to various purchaser/s on such terms and conditions subject to such modifications as may be desired by the promoter with a view that ultimately all such purchasers/ allottee together shall form and incorporate Apartment Condominium or any other organization as the promoter may decide. Accordingly the Promoter has entered into agreements with the prospective purchasers with the intention to ultimately form a Co-operative Society/ Apartment Condominium of the prospective purchasers. (Hereinafter referred to as "THE ORGANISATION").

AND WHEREAS the purchaser/s was interested in acquiring a flat/ shop/ office for his/her/their use. The Unit purchaser/s demanded from the promoter and the promoter has given inspection of and furnished to the Unit Purchaser/s all the documents of title relating to the said property, and the said Plans, designs and specifications prepared by the Promoter's Architects and of such other documents per 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 thereunder and

the Purchaser/s has also acquainted himself as regards the existing FSI being utilized/consumed and the right of the Promoter to utilize and consume the balance and/or additional FSI and T.D.R., as well.

AND WHEREAS after verifying the title documents and various permissions and sanctions, the Purchaser/s has /have applied to the Promoter for allotment of the bearing Flat No. ____ on ____, in the housing project known as "**AISHWARYA LAXMI**", Wing ____, to be constructed on the said property described in the First Schedule hereunder written (Hereinafter referred to as the "SAID UNIT").

AND WHEREAS the copies of extract of Village Forms VI, VII and XII showing the nature of the title of the Owners to the said property on which the building/s are to be constructed, Certificate of Title issued by the Advocate of the Promoter and the copies of the plans of the Unit agreed to be purchased by the purchaser approved by the concerned local authority, have been annexed hereto and marked Annexure "A", "B", and "C", respectively. The Promoters have also annexed hereto the copies of following documents:

Annexure

- | | |
|---|----------|
| 1. 7x 12 Extract/Property card; | A |
| 2. Certificate of the Title of the
said plot issued by Advocates
and Solicitors of the Promoters; | B |
| 3. Sanction Layout; | C |
| 4. Tentative sketch/ plan of the flat; | D |
| 5. Amenities and Specifications; | E |
| 6. NA Order; | F |
| 7. Power of Attorney's; | G |
| 8. Declaration | H |

AND WHEREAS, while sanctioning the said plans, in respect of construction on the said plot, 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 Promoters while developing the said plot and the said building thereon and upon due observance and performance of which only the completion and occupation certificate in respect of the said building shall be granted by the concerned authority.

AND WHEREAS the Purchaser/s has agreed to purchase the said unit detailed in clause 3 below and more particularly described in Second schedule herein and delineated on the Annexure annexed hereto (hereinafter referred to or called as "THE SAID UNIT/ FLAT/ APARTMENT") and the Promoter has agreed to sell to the Purchaser/s the said Unit at the price and on the terms and conditions hereinafter appearing.

AND WHEREAS the purchaser/s has agreed to purchase the said flat for consideration of **Rs.** _____

AND WHEREAS, the Promoters are entering into similar separate agreements with the several other persons and parties for the sale of flats/shops/car parking spaces etc. in the said buildings.

AND WHEREAS, under section 4 of the said at the Promoter is required to execute a written Agreement for Sale of said Unit with the Unit Purchaser/s , being in fact these presents and also the register this Agreement under the Registration Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER-

1. CONSTRUCTION AS PER PLAN:

The Promoter herein has obtained sanction to the building/s plan/s in respect of the building to be known as "**AISHWARYA LAXMI**", which is under construction on the said property and the promoter herein shall continue to construct and complete the construction of the said building on the said property more particularly described in the First Schedule hereunder written in accordance with the plans, designs and specifications approved by the concerned authority which have been seen and approved by the Purchaser/s subject to such alterations and modifications as the Promoter in it's sole discretion may think fit and necessary or may be required by the concerned local authority/Government to be made in them or any of them.

2. PROMOTER ENTITLED TO REVISE PLAN/S:

The Purchaser/s hereby gives/give his/her/their irrevocable consent to the promoter herein to carry out such alteration, modifications in the sanctioned plan/s of the said building/s as the Promoter in its sole discretion thinks fit and proper and/or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, competent authority or Government or an officer of any local authority.

3. DEVELOPER AGREES TO SELL:

Relying on the purchaser's representation and the assurances, the Promoter herein agreed to sell and the Purchaser/s has/have agreed to purchase bearing Flat No. ____ on _____, admeasuring ____sq.mts. i.e. ____ sq. ft. in carpet area, along with adjacent terrace admeasuring ____sq.mts i.e. ____ sq. ft, totally admeasuring about ____ sq. mtrs., i.e. ____ sq. ft. Salable Built-up Area, (including the area under balconies and proportionate common area), one open car parking in the building known as "**AISHWARYA LAXMI**", Wing _____, to be constructed on the said property (hereinafter referred to as the "said Unit"). The said unit is shown in red colour boundary line on the plan annexed hereto as Annexure "D". The said unit is also more particularly described in Second Schedule written hereunder.

4. TOTAL CONSIDERATION:

The Purchaser/s has agreed to purchase the said unit for the total consideration _____. The said consideration is including all expenses separately mentioned in clause no. 22 herein below i.e. Flat Cost, MSEDCL meter deposit and installation charges, society/apartment formation charges. The expenses mentioned in clause no. 24 for stamp duty and registration fees shall be borne by the purchaser/s only. The

nature, extent and description of the common areas and facilities are more particularly described in the Third Schedule written hereunder and the Promoter has agreed to provide the amenities in the said Unit which are more particularly described in the Annexure "E" written hereto.

5. **EARNEST MONEY:**

The purchaser/s has paid an amount of Rs. 1 _____ cheque no _____ dated _____ drawn on _____, to the Developer towards as a earnest money in respect of the said Unit/Flat, as mentioned above.

6. **PAYMENT OR BALANCE CONSIDERATION:**

The purchaser has agreed to pay the balance consideration of Rs. _____ to the Promoter in the following manner:-

Work/ Payment Stages	Percentage	Total Payment	O/s Amt.
A. At the time of Agreement	15%		
B. At the time of Plinth	5%		
C. At the time of First Slab	11%		
D. At the time of Third slab	11%		
E. At the time of Fifth slab	11%		
F. At the time of Seventh slab	11%		
G. At the Time of Brick Works	11%		
H. At the Time of Plaster	10%		
I. After Flooring	10%		
J. At the time of Possession	5%		
Total	100%		

The Purchaser/s herein shall pay the aforesaid amount on due date or within 7 days from the promoter giving the written intimation to the purchaser/s calling upon the Purchaser/s to make the payment.

The purchaser/s shall pay the 5% remaining amount at the time of completion/occupation i.e. on or before receiving possession of the said premises and upon the Purchaser/s clearing all dues on account of deposits, interest costs, charges, damages or otherwise howsoever. It is expressly agreed that for each of the above payments time is the essence of the contract.

It is made clear and agreed by and between the parties hereto that the Promoters shall not be bound to follow the chronological order of any of the above said stages/ installments and that the Promoters shall be completely at liberty to choose the chronology of the respective stages of the construction. The Promoters are also entitled to merge or consolidate two or more installments in their discretion by simultaneously execution the contemplated work in the said installment.

The Purchaser/s shall make payment to Promoters by Demand Draft or Local Cheques. If the Purchaser/s makes the payment by outstation cheques then the date of payment shall be treated as and when the amount is duly credited to the account of the Promoters and to the extent

Handwritten signature/initials

the amount as is left for the credit after deduction of the commission/service charges of the bank, if any.

It is hereby expressly agreed by the Purchaser/s that all the installments of the consideration as set out above and all other amounts and monies payable by the Purchaser/s to the Promoters under this agreement shall be made on the due dates and / or as hereby stipulated without delay or default. It is agreed to the purchaser/s that time in respect each of the payments under this agreement including the installments, other deposits, charges and amounts is and shall always be essence of the contract.

7. PROMOTER AND PURCHASER/S TO COMPLY WITH CONDITIONS AND RESTRICTIONS AS TO PLAN/S:

It is hereby agreed that subject to the terms of this agreement the promoter and the Purchaser/s shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by local authority at the time of sanctioning of the plans or any time thereafter or at the time of granting Completion Certificate. The Purchaser/s shall not be entitled to claim possession of the said Unit/tenement is received by the promoter and the purchaser/s pays all dues payable under this agreement in respect of the said Unit to the promoter and has paid the necessary deposits and signed the possession documents etc.

8. FLOOR SPACE INDEX/ TRANSFER OR DEVELOPMENT RIGHTS:

It is hereby declared that, sanctioned plan/s has/ have been shown to the purchaser/s and the floor space Index (FSI) available is shown in the said plan/s. Similarly, the floor Space Index, if any, utilized as floating floor space index or in any manner, i.e. to say transfer from the said land or floor space index of any other property used on the said property is also shown in the plan/s. In this Agreement, the word FSI or Floor Area Ratio shall have the same meaning as understood by the planning Authority under its relevant building regulations or bye-laws. The promoter shall be entitled to float F.S.I. of the said property in the present scheme to any other property and vice-versa if so permitted by the concerned authority. The promoter is also entitled to use additional FSI in the form of TDR of any other property and shall be entitled to construct additional Tenements on the said property. The Purchaser/s has given his/ her/their irrevocable consent for the same.

9. PROMOTER TO MAKE DISCLOSURE AS TO TITLE:

The promoter has made full and true disclosure of the title of the said property as well as the encumbrances, if any, known to the promoter. The promoter has also disclosed to the purchaser/s nature of its right, title and interest or right to construct building/s. The promoter has also given inspection of all the documents to the purchaser/s as required by law. The purchaser/s having acquainted himself/ herself/ themselves with all the facts and of the promoter has entitled to challenge or question the title and the right/authority of the promoter in respect of the said property and to enter into this agreement. At any stage during the implementation of the

scheme the promoter shall be at liberty to sell, assign or transfer or mortgage or otherwise deal with its title and interest in the said property and buildings to be constructed without affecting the rights granted in favour of the purchaser/s in respect of the unit agreed to be purchased by him as per the terms of the Agreements.

10. ESSENCE OF CONTRACT:

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

11. INTERST ON DEFAULTY:

Without prejudice to the right of the promoter to take action for breach arising out of delay in payment of the installments on the due dates, the purchaser/s shall be bound and liable to pay interest @ 24% per annum, with monthly rests, on all the amounts which become due and payable by the Purchaser/s to the promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the principal amounts and interest and expenses thereof shall not itself be considered as waiver of the right of the promoter under this Agreement, nor shall it be constructed as condonation of the delay by the promoter.

12. TERMINATION:

On the Purchaser/s committing default in payment on the due dates, of any of the installment payable under this agreement or any other amount due and payable under this agreement (including his/her/their proportionate share of taxes levied by the concerned local authority and any other outgoings, deposits etc.) and on the purchaser/s committing breach of any of the terms and conditions of this Agreement the promoter shall in its sole discretion be entitled to terminate this Agreement. Provided always, the power of termination under this agreement shall not be exercised by the promoter, unless the promoter has given to the purchaser/s 15 (fifteen) days' prior notice in writing, of its intention to terminate this Agreement and pointing out the breach or breaches of the terms and conditions on account of which it is intended to terminate this Agreement. Upon expiry of the said period of 15 days this agreement shall automatically stand terminated and cancelled and the promoter shall have liberty to sell the said unit to any other person/purchaser/s, as they may desire.

Provided further that upon termination of this Agreement, the promoter shall refund to the purchaser/s the installments or price which the purchaser/s might have the till then paid to the promoter, but without any interest. The aforesaid amount shall be paid by the promoter to the Unit purchaser/s after resale of the said unit in the manner of receipt of consideration from new purchaser and on such condition the promoter shall be entitled to

resell the said unit and/on or dispose of or otherwise alienate the same in any other manner as the promoter in his sole discretion thinks fit.

13. EFFECT OF TERMINATION:

The purchaser is aware that depending upon various promises and assurances given by the purchaser, the promoter has incurred and shall incur the expenditure and will make commitments to third parties and therefore in the event of cancellation of the Agreement by the purchaser for any reason whatsoever, the promoter shall suffer great loss and hardship and work may be affected. Therefore in the event of this Agreement being cancelled by the purchaser/s for any reason whatsoever, the promoter, in addition and without prejudice to other remedies and right and towards reimbursement and damages shall be entitled to retain, withheld and forfeit a minimum amount of the 10% of the total cost out of the amount so far then paid by the purchaser/s to the promoter and the promoter shall be liable to repay only the balance amount (if any) as stated in the other part of this agreement.

14. NO EXTRA FITINGS, FIXTURES OR AMENITIES:

The specifications of the unit and the fixtures, fittings and the amenities to be provided by the promoter to the said unit or to the said building are described in the Annexure "E", annexed hereto. No extra fittings, fixtures or amenities shall be provided by the promoter, and the purchaser/s shall not be entitled to demand the same.

15. PROMOTER TO RECTIFY DEFECTS:

If within a period of three year from the date of obtaining completion certificate the Competent Authority or from date of delivery of possession of the said unit to the purchaser/s, whichever is earlier, the purchaser/s brings to the notice of the promoter any defect in the unit or the building in which the flats are situated or the material used thereon then wherever possible such defects shall be rectified by the promoter at its own cost. The word defect hereinabove stated shall mean only the manufacturing defects caused on account of willful neglect of the promoter himself and shall not mean defects caused by normal wear and tear, negligent use of the premises by the unit purchasers, abnormal fluctuations in the temperatures, abnormal heavy rains, etc.

Provided further that the purchaser/s shall not carry out any alterations of whatsoever nature in the said Unit or in the fittings therein, in particular it is hereby agreed that the purchaser/s 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 the water. If any of such works are carried out without the written consent of the promoter, the defect liability automatically shall become void.

16. POSSESSION OF FLAT/UNIT:

The promoter herein shall give the possession of the said unit to the purchaser/s on or before _____ and on receipt of all dues payable by

the purchaser to the promoter if any, in pursuance of these presents and on the purchaser fulfilling his part of the agreement.

Before delivery of possession of the said unit, the purchaser/s shall suo-moto satisfy himself/themselves about the physical correctness of the area of the unit as per plan and agreement and about the quality of construction work and specifications and amenities provided therein. After taking the possession of the said unit the purchaser/s shall not be entitled to raise any claims and or make any complaints therefore and all the rights regarding the same shall be deemed to have waived and / or abandoned.

Provided that, if the promoters fails or neglects to give possession of the unit to the purchaser/s on account of reasons beyond their control and of their agents as per the provisions of section 8 of Maharashtra Ownership Flats Acts, by the aforesaid date or the date or dates prescribed in section 8 of the said act then the promoters shall be liable on demand to refund to the purchaser/s the amount received by them in respect of the units with simple interest at nine percent per annual from the date the promoters received the sum till the days the amount and interest thereon is repaid, provided that by mutual consent it is agreed that disputes, whether the stipulation specified in section 8 have been satisfied or not will be referred to the Competent Authority, who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the promoters to the purchaser/s they shall, subject to prior encumbrances if any, have a charge on the said property as well as the construction or building in which the unit/s are situated or were to be situated. Provided that, the promoter shall be entitled to reasonable extension of time for giving possession of the said unit on the aforesaid date, if the construction and completion of building in which the said unit is to be situated is delayed on account of:

(i) Non- availability of steel, cement, other building materials, water or electric supply;

(ii) War, civil commotion or act of god;

(iii) Any notice, order, rule, notification of the government and/or other public or competent authority including the authorities under the urban land (ceiling and regulation) Act, 1976, collector, or any disputes or matters relating to the entire property pending final determination by the courts or any other authorities.

(iv) 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.

(v) Delay in grant of any NOC/ permission/ license connection/ installation of any services such as lifts, electricity and water connections and meters to the Scheme/ Unit, Road NOC or completion certificate from appropriate authority.

(vi) Delay or default in payment of dues by the Unit purchaser/s under these presents (without prejudice to the right of promoter to terminate this Agreement under clause 12 above).



(vii) Pendency of any litigation,

(viii) Any act beyond the control of the promoter.

17. RESTRICTION ON USE OF FLAT/UNIT/ PARKING:

The purchaser/s shall use the said unit/ accommodation or any part thereof or permit the same to be used only for the purpose permitted by the local authority.

He/she/they shall use the parking space (if allotted) only for the purpose for keeping or parking the purchaser's own vehicle and the purchaser/s shall also not be entitled to enclose such parking area.

18. FORMATION OF APARTMENT ASSOCIATION:

The purchaser/s alongwith other purchaser/s of offices/ flats etc. on completion of all the building/s shall join in forming and registering an association of apartment owners and also from time to time sign and execute all the applications for registration and/or membership and other papers and documents necessary for the formation and registration of such body including the bye-laws of the proposed association of apartment owners and duly fill in, sign and return to the promoter within 15 days of the same being forwarded by the promoter to the purchaser/s, so as to enable the promoter to register the organization of the purchaser/s under section 10 of the said act within the time limit prescribed by the Rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management and Transfer) Rules 1964. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the bye-laws or the memorandum and/or articles of association if the same are required any other Competent Authority.

19. FINAL CONVEYANCE:

Unless prevented by circumstances beyond the control of the promoter, it is agreed that within one year after submitting the said property of any part thereof along with building/s constructed or to be constructed thereon to the provisions of Maharashtra Apartment Ownership Act, 1970, by the promoters herein and after payment of all dues including stamp duty etc., if any, by the purchaser/s to the promoter (whichever is later), the owner/ promoter herein shall execute necessary deed of apartment in favour of the purchaser/s herein and convey the said unit/accommodation in favour of the purchaser/s herein. Such conveyance And/or Declaration u/s. 2 of the Maharashtra Apartment Ownership Act, 1970 as the case may be shall be subject to the exclusive, limited common, etc. rights of the unit/s holders and commitments of promoter. The promoter shall be entitled to amend/frame the Bye laws, Rules etc. of the Association as per the terms of this agreement and also with a view to maintain decoration, beautification of the building, open ground and common amenities.

20. ALLOTMENT OF PARKING SPACE/ THEREOF/ OPEN SPACES:

It is hereby agreed that the promoter has the exclusive right of allotment of different parking spaces or terraces or open spaces or right to develop and

allot/sell garden in adjoining open spaces to one or more person/s of their choice, for their exclusive use and such person/s may not be the owners or holders of the Unit/tenement. The person/s to whom such terraces or parking space/s allotted shall be admitted as the members of the association. It is hereby agreed that the areas mentioned in sub-Para (A) of the Third Schedule shall be the common areas and facilities and the promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and/or alienate and dispose of other areas and facilities in such manner as the promoter thinks fit.

21. PURCHASER/S TO PAY TAXES/ CHARGES:

Commencing a week after notice in writing is given by the promoter to the purchaser/s that the unit is ready for the use and occupation, the purchaser/s shall be liable to bear and pay, the proportionate share (i.e. in the proportion to the floor area of the unit/s or in lump-sum monthly amount) of outgoings in respect of the said property and building/buildings namely local taxes, betterment charges of 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 property and building/s.

It is specifically agreed between the parties that prior to taking possession of the said unit, the purchaser/s shall keep deposited with the promoter an amount for the unit, for creation of common fund for the maintenance charges. The promoter shall handover such fund to the Apartment Association as may be formed. Such fund shall be used only for the purpose of lift, generator, maintenance and common electricity charges/bills. No part of this fund shall be used for the purpose of security payments, general maintenance, cleaning, house keeping, painting etc. for which the members shall contribute separate monthly maintenance charges.

It is specifically agreed between the parties that apart from the above mentioned charges, the purchaser/s shall keep deposited with the promoter maintenance charges for period of 12 months, which shall be calculated @ Rs. 1.50/- per sq. ft., of built up area, per month, towards the maintenance charges payable from the date of possession or from the date of completion of the building, whichever earlier.

The promoter shall utilize the said sum for the purpose of maintenance of the said building, till the formation of the Apartment Association as may be formed. In case any additional amount is required for the maintenance the purchaser/s shall pay the same to the promoter on demand or the promoter shall be entitled to adjust such additional amount from the maintenance the purchaser/s shall pay the same to the promoter on demand or the promoter shall be entitled to adjust such additional amount from the maintenance fund.

22. SOCIETY FORMATION AND M.S.E.D. Co. Ltd. CHARGES:

Whenever called upon by the promoter the purchaser/s shall pay to the promoter an amount towards the MS DCo. Ltd. meter deposit, common meter installation charges and the purchaser/s shall pay an amount towards formation and registration of the society/apartment, legal charges, proportionate Share of Taxes, Development Charges and other charges. The purchaser/s shall bear and pay the above mentioned charge to the promoter in addition to the price of the Unit or accommodation and within seven days from demand made therefore by the promoter. In the event of default the promoter shall be entitled to terminate this agreement. Also account of the said charges will be given by the promoter before accepting the said payment and payment of the said charges by the purchaser/s shall by itself mean or deemed to mean acceptance or satisfaction of the purchaser/s about the said account. The promoter at its sole discretion shall be entitled to give the above works on sub-contract to any other person/s on such terms as may be agreed by the promoter in its discretion.

In case any additional amount is required for obtaining the MSEDCL ELECTRICITY connection or for any other purposes, the same shall be proportionately borne and paid by the purchaser/s.

23. DEVELOPER TO UTILIZE THE SUM FOR SPECIFIED PURPOSE:

The Developer shall utilize the sum as above paid by the Purchaser/s /s to the Developer for meeting all legal costs, charges and expenses, including professional costs of the Advocate of the Developer in connection with the formation of the said Society or, as the case may be, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the Conveyance or assignment of lease.

24. PURCHASER/S TO BEAR STAMP DUTY ETC:

The stamp duty, registration charges, legal charges and other incidental charges and expenses for this agreement shall be paid and borne by the purchaser/s alone. The purchaser/s shall pay to the promoter the purchaser's share of the stamp duty and the registration charges, if any, payable by the said the purchaser/s on the conveyance or any document or instrument of transfer in respect of the said property and the building /s or unit or admission as member etc. to be executed in favour of the Association or purchaser/s herein after adjustment of the stamp duty paid to this Agreement.

25. PURCHASER/S NOT TO OBJECT:

The Purchaser/s is/are hereby prohibited from raising any objection in the matter of allotment or sale of unit/ accommodation/flat/office/car parking etc. 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.

26. PURCHASER/S COVENANTS:

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

covenant with the promoter as follows for the said Unit and also for the building in which the said Unit is situated-

- a. To maintain the said Unit at purchaser/s own cost in good tenantable repair and condition from the date of completion certificate and shall not do or cause to be done anything in or to the said unit or the building in which the said unit is situated, staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/ after or make addition in or to the said unit and/or the building in which the said unit is situated and the said unit itself 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 too heavy as to cause damage to the construction or structure of the building or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors, which may damage or are likely to damage the staircases, common passages or any other structure of the building including entrances of the building and in case any damage is caused to the building in which the said unit is situated or to the said Unit on account of negligence or default of the purchaser/s shall be liable for all the consequences of the breach.
- c. To carry out at his own cost all internal repairs to the said unit and maintain the said unit in the same condition, state and other in which it was delivered by the promoter, provided that for the defect liability period such repairs shall be carried out by the purchaser/s with the written consent and the supervision of the promoter and shall not do or cause to be done anything contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the purchaser/s committing any act in contravention of the above provisions, the purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.
- d. Not to demolish or cause to be demolished and not to make at any time 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 colour scheme of the building and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, pardis or other structural members in the said unit without the prior written. Permission of the promoter and/or the Association of Apartment Owners as the case may be.
- e. Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said entire property and the building or any

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part thereof or whereby any increases in 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 property and the building.
- g. Pay to the promoter within seven days on demand from the promoter, his share of security deposit demanded by the concerned local authority or the Government for giving water, electricity or any other service connection to the building in which the said unit is situated.
- h. To bear and pay the local taxes, NA taxes, water charges, insurance and such other levies, if any, from the date of completion certificate or date of possession whichever is earlier in respect of the said unit and also any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/or other public authority on account of change of user of the said unit by the purchaser/s viz. user for any purposes other than for residential purpose.
- i. The purchaser/s shall not let, sub-let, transfer, assign or part with purchaser/s interest or benefit factor of this agreement or part with the possession of the said unit until all the dues payable by the purchaser/s to the promoter under this agreement are fully paid up and only if the purchaser/s had not only if the purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the purchaser/s has intimated in writing to the promoter and obtained written consent thereof.
- j. The Purchaser/s shall observe and perform all the rules and regulations which the Association of Apartment/Society Owners/Member may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the building Rules, Regulations and bye-laws for the time being of the concerned local authority and of the government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and the conditions laid down by the Association of Apartment/Society owners/Members regarding the occupation and use of the unit in the 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.
- k. Till a conveyance the building in which the said unit is situated is executed, the purchaser/s shall permit the promoter and their surveyors and agents with or without workmen and others, at all reasonable times to enter into upon the said unit and the said property and buildings or any part thereof to view and examine the state and conditions thereof.
- l. Not to obstruct the development work for any work for any reason and in any way.

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- m. In the event of the promoter carrying out any work of additions and/or alterations as per instructions of the purchaser/s to keep the promoter harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The promoter shall not be bound to obtain completion/ occupation certificate as per such additions or alterations which work shall be done by the purchaser/s at his own costs and risk.
- n. Not to cover/ enclose the terrace/balcony area in any manner.
27. NOTHING TO BE CONSTRUED AS GRANT ETC:
- Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flats or of the said plot and Building or any part thereof. The purchaser/s shall have no claim save and expect in respect of the said unit hereby agreed to be sold to him/her/them and all common amenities, areas and facilities as described in Schedule III herein below will remain the property of the promoter until the said property and building/s is/are transferred to the Association of Apartment owners as hereinbefore mentioned.
28. NOTHING TO BE CONSTRUED AS THE WAIVER:
- Any delay tolerated or indulgence shown or omission on the part of the promoter in enforcing the terms of this agreement or any forbearance or giving of time to the purchaser/s by the promoter shall not be constructed as the 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/s nor shall the same in any manner prejudice the rights of the promoter.
29. PROMOTER ENTITLED TO REARRANGE AND SELL PARKING SPACES:
- It is specifically agreed between the parties that the parking area shown on the building plan is shown in manner as required by the Competent Authority. However the promoter shall be entitled to rearrange the total parking area as per their convenience and shall be entitled to allot the parking area to any intending purchaser/s as they may desire and the none of the purchasers shall be entitled to raise any objection to the same. In case specific parking is allotted to the purchaser/s, the promoter shall be entitled to relocate the parking so allotted to the purchaser/s, for any reason whatsoever. However the area of such relocated parking shall be similar to the one allotted to the purchaser/s. The purchaser/s shall not raise any objection to such relocation for any reason whatsoever.
30. ESCALATION IN PRICE:
- That the agreed cost of the unit is quoted on the basis of the cost of building material and labour charges prevailing on the date of agreement of the unit. In case of increment in the prices thereof the promoter shall be entitled to proportionality increase the price of the unit. In case of any dispute as to whether the rates have gone up and also any dispute regarding what would the proportionate increase in the price shall be referred to the architect of the scheme, who has been appointed as the

sole Arbitrator. In case, the sole arbitrator is unable to act or neglects to act or resigns, then the matter shall be referred to an Arbitrator who shall be appointed mutually and whose decision shall be final and binding on the parties hereto.

31. REGISTRATION:

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

32. NOTICES TO BE SERVED ON PURCHASER/S :

All notices to be served on the purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the purchaser/s by under certificate of posting at his/her/their address/es specified in the title of this Agreement or at the address intimated in writing by the purchaser/s after execution of this agreement.

33. AGREEMENT IS SUBJECT TO THE ACT:

This agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963 and the Maharashtra Apartment Ownership Flats Act, 1970 and the rules made thereunder as the case may be.

34. NO IMPLIED AGREEMENT:

The promoter has not undertaken any responsibility nor has he agreed anything with the purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the promoter and the owner/s other than the terms and conditions expressly provided under this agreement.

35. OTHER TAXES/ CHARGES:

- a. The purchaser/s hereby agrees that in the event of any amount by way of premium to the corporation or to the State and/or central govt. or any other authority or betterment charges or development tax or educational cess or any other tax payment of a similar nature becoming payable by the promoter either before or after delivery of possession of the unit the same shall be paid in advance by the purchaser/s to the promoter in proportion to the area of the unit to be purchased by the purchaser/s .
- b. If any tax is levied by the Govt., Corporation and/or any other authority or authorities on the sale of the unit, etc. and/or any of the incidents of this transaction including sales tax, tax on transfer of property in goods involved in works contracts, etc. then the purchaser/s shall be liable to pay the same to the promoter as and when it is demanded by the Govt., Corporation etc. The promoter shall not be liable to pay the same.

- c. If any VAT/service tax and /or fine or penalty is levied and/ or demanded by the government, the same will have to be paid immediately by the purchaser/s . In such cases the purchaser/s has agreed and undertaken to pay the same immediately by cheque or cash. If the VAT/service tax/ penalty, fine as aforesaid becomes payable thereafter then the promoter shall deposit the aforesaid cheque for realization in their account and shall pay the appropriate service tax/ or penalty fine thereof to the government. The account in respect of the same shall be settled by the promoter and the purchaser/s upon the payment of such service tax. Or penalty fine. The purchaser/s agrees and undertakes to pay the deficit amount of service tax / or penalty thereof on demand of the promoter. The promoter hereby agrees that no service tax/penalty is levied or demanded by government the promoter will refund the said cheque or amount to the purchaser/s .
- d. If at any time, after execution of this agreement the Central Government/ State Government/ Local Authority/ revenue Authority and other authority / any court /Judicial authority/ quasi- judicial Authority by way of any state/ rule/regulation/notification/ order/ judgment/ executive Powers etc. Levy and tax/ duty/ charges/ premium/ceases/ surcharge/ demands/levy/ welfare or any fund/ betterment tax/ sale tax/ transfer tax/ turnover tax/ works contract tax/ service tax, Vat, penalties ex- cetera and put in force or shall be in force prospectively retrospectively, in respect of the said unit or the construction of the said project or the said agreement or other documents registered, the same shall exclusively be borne and paid by the purchaser/s (and if the same is paid by the Promoters shall be reimbursed). The Purchaser/s hereby indemnify/ies the Promoters from all such levies, cost and consequences.
- e. The parties hereto understand that there is some obscurity relating to the payment of the Service Tax/ Value Added Tax relating to the contract under this agreement. It is however agreed that the liability and responsibility to pay the Service tax/ VAT along with the applicable charges etc, or any other tax, relating to the transaction under this agreement, shall solely be on the Purchaser/s. The Promoters shall not be liable and / or responsible for payment thereof. In the event however if the Promoters are required to pay any such amount the Purchaser/s shall be liable to reimburse the Promoters for the same together with penalty/interest, if any from the date of its respective payment by the Promoters. It is agreed the Promoters shall have the right to claim such amounts along with other claims of compensation/ losses/ burden undergone/ undertaken by them. It is further agreed that the promoters shall have lien and charge on the said unit for such amount payable by the Purchaser/s to the Promoters in respect of such Service Tax/ VAT and / or any other tax, duty, charge, premium, levies, ceases, surcharge, penalties etc. relating to the transaction under this agreement. Without prejudice to the above the parties hereto however record that it is their mutual opinion that since it is only after the completion of the entire construction the full payment of agreed sum that the final deed of transfer is executed, only then the ownership of the said units in the said building including the said unit is

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transferred to the Purchaser/s. Therefore the construction of the complex till the execution of such Sale Deed/ Final Deed of Transfer would be in the nature of self service to the Promoters and consequently not attract service tax. Payment in time is an essence of the contract.

36. SERVICE PROVIDERS:

The promoter shall arrange for various options for telephone, internet and cable TV, LPG Connections or other services and the purchaser/s shall select his own option for usage out of the same. The promoters may itself provide any of the said facilities. The purchaser/s shall pay the bill /charges for the same directly to the respective provider or to the promoters as the case may be. The purchaser/s shall not be entitled to avail service from provides other than those made available by the promoter.

37. MODE OF PAYMENT:

The purchaser/s shall make all the payments to the promoter by Demand draft only or by local cheques. If the purchaser/s makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the promoter and to the extent the said amount is credited by deducting the commission of the Bank.

38. PROMOTER ENTITLED TO SELL/ ASSIGN/ TRANSFER THEIR RIGHTS:

Provided that the promoter does not in any way affect or prejudice the right hereby granted in favour of the purchaser/s in respect of the said unit, the promoter shall be at liberty to sell, assign or otherwise deal with dispose off their right, title and interest in the said entire scheme or under this agreement of in the said building hereinafter to be constructed thereon.

39. PURCHASER/S TO CARRY OUT WORK:

After the possession of the premises/ building is handed over or after getting the completion certificate of the building from concerned local authority if any work thereafter is required to be carried out by the government or Municipality or any statutory authority, the same shall be carried out by the purchaser/s in corporation with the purchasers of the other flats in the said building at their own costs and the promoter shall not be any in any manner liable or responsible for the same.

40. PURCHASER/S CONSENTS:

The Purchaser/s hereby gives his consent and has no objection for use of the remaining units wholly or in parts for office and/or any commercial purpose as may be permitted by the promoter. The Promoter shall also be entitled to erect hoardings, the dish antennas, or any other towers or antennas, on the plot and/or building/s and to sell or let the same and to receive the income thereof and the property will be conveyed subject to the said right of the promoter.

41. PURCHASER/S TO CONFIRM AREA OF UNIT/ FLAT:

Before delivery of possession of the said unit the purchaser/s shall satisfy himself about the area of the said unit and about the quality of construction work and specifications/ amenities provided. After delivery of



possession the purchaser/s shall not be entitled to make complaint thereof and all the rights regarding the same shall be deemed to have been waived.

42. PROMOTER ENTITLED TO REVISE PLAN/S:

The purchaser/s has hereby irrevocably authorized the promoter to prepare the revised layout and revised building plans of the said property and to submit the same to the requisite authorities and obtain their sanction, and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the purchaser/s liable for any costs and affecting his/her interest.

43. DISPUTES REFERRED TO SOLE ARBITRATOR:

In case of any dispute between the promoter and the 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 promoter, delay in construction work and /or sale deed, alterations in the plan, parking arrangement, grant of exclusive uses, rendering of account etc. then such dispute shall be referred to the arbitration of sole arbitrator and the Architect of the promoter shall act as the sole arbitrator and whose decision shall be final and binding on both the parties.

44. PROMOTER ENTITLED TO ALLOT OTTAS AND SPACES:

It is also understood and agreed by and between the parties hereto that the ottas or spaces in front of or adjacent to the units in the said building/s upto road if any may be exclusively allotted to the respective purchasers of the such units or any one or more of them or to any other person, for their exclusive use per the discretion of the promoter. The said spaces if so allotted shall not be covered by the unit purchasers till the permission in writing is obtained from the concerned local authority and the promoter or the association. The said unit purchaser/s shall be entitled to fence the said exclusive area at their own risk and cost if so specifically permitted by the promoter in writing. The said right of exclusive use shall be heritable and transferable along with the respective unit to which it belongs.

45. PROMOTER ENTITLED TO ALLOT TERRACES:

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 including terrace above the canopy, if any, shall belong exclusively to the promoter or respective purchaser/s of the terrace/balcony Unit/units if so allotted by the promoter and such terrace spaces are intended for the exclusive use of the respective terrace flat/unit purchaser/s. The said terrace/balcony shall not be enclosed by the flat/unit purchaser/s till the permission in writing is obtained from the concerned local authority and the promoter. The promoter shall have the right to construct flats/units etc. on the terraces of the existing building and utilize the FSI obtained for road widening/internal road or any other TDR obtained by the promoter.



46. TERRACE ABOVE THE BUILDING NOT A COMMON AREA:

It is also understood and agreed by and between the parties hereto that the terrace space above the said building, if constructed by the promoter at their discretion shall not be common area but shall belong exclusively to the promoter or to the purchasers of the units to whom the same will be allotted by the promoter as per promoter's discretion and the said terrace space is intended for the exclusive use of the promoter or the said unit purchasers. The said terrace shall not be enclosed by the said unit purchasers till the permission in writing is obtained from the concerned local authority and the promoter or the association as the case may be.

47. SCOOTER AND CAR PARKING NOT A COMMON AREA:

The scooter and car parks are not the common areas and each car/ Scooter Park will be allotted to specific flat/ unit purchaser/s by the promoter as per his choice and discretion.

48. NAME OF THE BUILDING:

The name of the building shall be "**AISHWARYA LAXMI**", and this name shall not be changed without the written consent of the promoter. However the promoter reserves the right to change the said name if they so desire.

49. FURNITURE LAYOUT, COLOR SCHEME, AND ELEVATION ETC. PART OF ADVERTISEMENT:

It is hereby made clear that furniture lay-out, color scheme, elevation treatment, trees, garden, lawns etc, shown on the pamphlet and literature are shown only for advertisement and the same are not agreed to be provided by the promoter unless specifically mentioned and agreed in this agreement. The balconies as shown in the sanctioned plan or pamphlet may be either kept as balconies or may be enclosed at the discretion of the promoter.

50. PROMOTER ENTITLED TO ADJUST AMOUNTS:-

If any amount due and payable by the purchaser/s remains unpaid then the promoter 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 purchaser/s or from any amount payable to the purchaser/s and adjust the account accordingly and in case still there are dues from purchaser/s make demand accordingly.

51. ASSOCIATION'S LIMITED RIGHTS FOR MAINTENANCE:

Any exclusive use allotted by the promoter either of the terrace, car park, open space or of any other portion shall be subject to the right of the association and its agents of use of the same for the specific purpose and to the extent necessary of maintenance and repairs of the common amenities such as drainage, water and electrical lines, etc., Also if there is no common terrace or any common area on top of building, other unit holders shall be entitled to erect their T.V. antennae (not dish antennae) on the terrace on top of the building at the place convenient and suitable for

both the said other unit holders and the unit holder/s to whom the right of exclusive use of terrace is allotted.

52. PROMOTER ENTITLED TO AMALGAMATE:

The promoter at its discretion shall be entitled to amalgamate the said property described in the scheduled properties hereunder written with adjoining plots/land and to jointly carryout the scheme and in the said event from time to time change/prepare the layout, change the locations of the buildings and open spaces (if any) and internal roads (if any) and get them sanctioned from proper authorities and to do all such other acts as may be required by the promoter or legal provisions applicable therefore. The purchaser/s has given the consent for the same and if required give such consent in future.

53. PROMOTER ENTITLED TO USE F.S.I:

- a. If any portion of the said property adjoining the exciting road is or will be reserved or the purpose of road widening or D.P. Road then the corporation may pay the compensation therefore in terms of additional F.S.I. in respect of the said portion under the road widening to be utilized in the remaining portion of the property or in any other property by floating the F.S.I. In such an event and as and when such FSI is granted, the promoter shall be entitled to use the same and additional built up area in the said entire property either by way of the construction of new building or extension of the buildings which are presently permitted or in any other property as per the discretion of the promoter. The purchaser/s has hereby given his irrevocable consent therefore and the promoter shall be entitled to revise the plans, get the same sanctioned from Competent Authority, and construct the additional units permitted by Competent Authority and to allot/sell them to various persons. The Purchaser/s shall have no objection for the said new allottees to be admitted as members of the association/society. If the Competent Authority refuses to permit the FSI in respect of the area under road widening then the promoter alone shall be entitled to the compensation in respect thereof.
- b. The promoter shall be entitled to use the present unutilized and/or additional built up area/F.S.I. in respect of the said property in any other property by floating the same and/or in the same property and they shall be entitled to use the TDR of any other property, as and when the same permitted, either by way of construction of new building or extension of the building which is/are presently permitted. Likewise the promoter shall also be entitled to use FSI pertaining other property in this property as and when permitted by corporation and to allot/sell them to various persons.
- c. The purchaser/s shall have no objection for the said new allottees to be admitted as members of the Association/society. The Association shall get the new transferees admitted as its members. The promoter shall also be entitled to transfer or assign the said right to any other person. The property shall be conveyed subject to the said right.

54. PURCHASER/S IRREVOCABLY AUTHORISES THE PROMOTER:



The purchaser/s hereby irrevocably authorizes the promoter to represent him/her/them before the concerned authorities in all matters regarding the property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the promoter in this regard shall be binding on the purchaser/s. The promoter may till the execution of the final conveyance represent the purchaser/s to do all the necessary things/acts in all the departments of the Competent Author, Collectorate, Road, Water, Building Tax assessment etc. and the same shall stand ratified and confirmed by the purchaser/s herein.

55. PURCHASER/S CONSENTS:

The purchaser/s hereby gives his irrevocable consent for revision/amendment of the building/layout or elevation plans as and when required by the promoter.

56. WATER CONNECTION AND QUALITY:

The drinking water connection for such apartment/society is from Grampachayat water connection and if such connection has failed to provide a drinking water the developer shall not responsible for the same. The repairs and maintenance of the building will done from the maintenance deposit till the handing over the title to the society /condominium. It will be presumed that the Purchaser/s has given their express consent for such expenses and repairs.

57. PROMOTER NOT LIABLE TO CONTRIBUTE FOR UNSOLD UNITS:

It is specifically agreed between the parties that even if the Association of all the unit holders/member formed and registered and conveyance completed the promoter 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 common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold flats. Also the allottees of such units shall be liable to pay maintenance from the date of allotment and delivery of possession.

58. PURCHASER/S NOT TO COMPLAIN:

As the promoter will be applying to the concerned authorities for giving separate water connections for the building and electricity meters and connections for the unit of the purchaser/s if there is a delay in obtaining the water and electricity connections from the concerned departments then in that case the promoter may provide electrical connections/water supply through any other temporary arrangement due to which if there is improper supply of water/electricity the promoter shall not be held responsible for the same and the purchaser/s hereby consents for any temporary arrangement that may be made in the said interim period. The purchaser/s shall pay for the proportionate charges as demanded, determined and decided by the promoter. The promoter shall be entitled to deduct any dues of such proportion or entire charges to be payable by the purchaser/s for the above from the maintenance deposit for which the purchaser/s hereby gives his consents.

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59. PROMOTER TO FORM APARTMENT:

It is hereby made clear that the organization of all the purchaser/unit holders for the said scheme shall be an Association of Apartment Owners to be formed and registered under the provisions of the Maharashtra Apartment Ownership Act, 1970.

60. PURCHASER/S TO PAY SERVICE/SALES TAX/V.A.T. ETC.:

The service tax, sales tax, VAT or any other tax as is applicable or as shall become applicable, that shall become applicable in respect of this transaction shall be borne and paid by the purchaser/s alone.

61. F.S.I.: -

The Developer/Owner shall be entitled to use additional FSI of any other property as per TDR Rules or any other Rule, for construction of additional building/s, structure/s upon the said property. It will be presumed that the Purchaser/s has given their express consent for such construction.

The Developer/Owner has informed the Purchaser/s that additional floors may be constructed upon the terrace of the proposed building, if permitted by Competent Authority. It will be presumed that the Purchaser/s has given their express consent for such construction. The Developer/Owner has therefore retained the exclusive rights with regard to the terrace.

62. MODIFICATION IN CONSTRUCTION:

If the Developer will had done any modification internally or externally in the structure, specification, amenities the same shall be at the instruction of the purchaser/s and that the Purchaser/s has given their express consent for such construction.

63. LOCATION:

Division [Sector]/Sub-Division No. 12./27.2 (Influence) The said land is located in the Village Wagholi, Tal- Haveli, Dist-Pune and the said Apartment/building is located between the vicinity of Residential Area of Village Wagholi and its surrounding area, as described in the Ready Reckoner of 2016, prescribed by the Town Planning and Valuation Department.

64. AREA, VALUATION AND STAMP DUTY:

Particulars	In Sq.Ft	In Sq.Mtrs	Market Value
Salable Build-up Area			
Balcony/Terrace			
Overhead Terrace			
Parking			
Total Area in Sq. Mtrs			
<u>Surcharge@ nill 5%</u>			
<u>Depreciation@ nill %</u>			0.00
True Market Value			
Total Market Value			

That, the market value, as per the Ready Reckoner of the said flat is Rs. **44,170/-** per Sq. Mtrs. and hence the Market Value comes out to be Rs.



_____-/- (R/Off). That, as the Market Value of the said flat is **More** than the Purchase Price of Rs _____ hence the stamp duty of Rs. _____/- and Registration Fees Rs. _____ through **GRAS** is paid on present instrument as per the **Market Value** of the said Flat.

FIRST SCHEDULE

(Description of the said land)

All that piece and parcel of landed property of new Gat No. 1172, admeasuring about 01 Hectar 08 Ares, out of 01 Hectar 54 Ares, which is assessed at Rs. 02.09 Ps, situated at Village Wagholi, Tal-Haveli, Dist-Pune, and situated within the limits of the Panchayat Samitee Haveli and Zilha Parishad Pune and within the Registration District of Pune, the Registration Sub-district of Taluka Haveli, Dist-Pune which are collectively bounded as under:

On or Towards East : By Gat no.- 2170, 2171, 2172 & 2145;
On or Towards West : By Gat No.- 2176;
On or Towards South : By 9mt. Road and Property of Machindra Babu Satav & Others;
On or Towards North : By Road;

Together with all proportionate rights in common facilities, spaces/land & amenities and along with the hereditaments, appurtenances and easementary rights and right to use paths, ways subways, water channels, drainage, etc. attached thereto.

SECOND SCHEDULE

(Description of the Flat)

Flat No. _____ on _____, admeasuring _____sq.mts. i.e. _____ sq. ft. in carpet area, along with adjacent terrace admeasuring _____sq.mts i.e. _____sq. ft, totally admeasuring about _____ sq. mtrs., i.e. _____sq. ft. Salable Built-up Area, (Including the area under balconies and proportionate common area), one open car parking in the building known as "**AISHWARYA LAXMI**", Wing _____, constructed / being constructed / to be constructed on the FIRST SCHEDULE property. The said Flat/unit is more particularly shown in the plan hereto in Annexure D.

SCHEDULE III

(Nature, extent and description of common areas / limited common areas and facilities)

A) COMMON AREAS AND FACILITIES:

1. The land, the open space described in the First Schedule above (Subject to the right of exclusive use of open space and car parks allotted or that will be allotted to various units).
2. The footings, RCC structures and main walls of the building.
3. Staircase column and passengers lift with backup in the building/s.
4. Common ground water storage tanks and electrical lines.
5. Common ground water storage tanks and overhead water reservoirs and plumbing machinery, pumps etc.
6. Landscape Garden With children Play Area



7. Club House with Community Hall
8. Garbage Chute
9. Rain Water Harvesting
10. Solar Water System
11. Exclusive Entrance Gate with Security Cabin
12. Attractive Compound Wall Covering for The Entire Complex
13. Ample Parking Space with Covered Parking
14. Internal Tremix Road with Decorative Street lights
15. Adequate Water Supply
16. Sewage Treatment Plant

B] LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units.
2. The ground at the floor units shall be entitled to exclusive use of open spaces and land adjoining to them respectively as and if allotted or that will be allotted by the promoter at its discretion and as shown in the plan hereto annexed.
3. The scooter parks, car parks and basement (if any) and terrace on top of building and portions thereof will be allotted to specific unit purchaser/s by the promoter as per their discretion or retained by the promoter.
4. Terraces adjacent to the terrace flats shall exclusively belong to such respective flats if so specifically allotted by the promoter.
5. Display board of flat holder & letter boxes
6. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED, SEALED AND DELIVERED TO EACH OTHER THIS AGREEMENT ON THE DATE HEREINBEFORE FIRST MENTIONED

	PHOTOGRAPH	LEFT HAND THUMB IMPRESSION & SIGNATURE
I. Signed, Sealed and Delivered by withinnamed Developer M/S. OM SIDDHAKALA ASSOCIATES, through it's partner MR. MAYUR DASHRATH WALHEKAR		_____
II. Signed, Sealed and Delivered by withinnamed Purchaser/s _____		_____

III. Signed, Sealed and Delivered by within named Consenting Party 1. MR. SHIVAJI RAMCHANDRA SATAV, (for himself and being as the legal heirs of LATE RAMCHANDRA JIJABA SATAV), 2. SMT. GAYABAI RAMCHANDRA SATAV, (for herself and being as the legal heirs of LATE RAMCHANDRA JIJABA SATAV), through her/his/their lawfully constituted attorney, M/S. OM SIDDHAKALA ASSOCIATES, through one of its partner MR. MAYUR DASHRATH WALHEKAR,		_____
Witnesses:		
1. Sign : _____ Name : Add :		
2. Sign : _____ Name : Add :		