

FORM - V

MODEL FORM OF AGREEMENT TO BE ENTERED INTO **BETWEEN PROMOTER AND PURCHASER**

NOTE NO. 1 This is the only a model form of agreement, which will have to be modified and adapted in each case having regard to the facts and circumstances of each case but in any event – clauses 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13 and 22 which are statutory and mandatory according to the provisions of the Act and these rules shall be retained) in each and every individual agreements executed between the Promoter and the Flat Purchaser.

Any departure of variation from these statutory ad mandatory conditions being volatile and ultra virus of the provisions of Maharashtra Ownership Flats (Regulation of the Promotion of construction, sale, management and transfer) Act. Hereinafter referred to as the said act) will not be binding and enforceable upon the parties, such cond itions being void ab initio.

NOTE : Clause (c) of section 2 of the said Act, defines a Promoter to mean inter alia, a person who " causes to be constructed a block or building of flats " i.e. an owner of the land and building who engages a developer (also a Promoter) at his agent to develop the land and building and authorities him to dispose of flats. In such a case the owner will have to be joined as a Confirming party to the tripartite agreement in model form of agreement to be executed between the Promoter, Flat Purchaser and the Owner, so that the owner is bound by all the terms and conditions and covenants of the tripartite agreement.

NOTE No. 3 : The Model form of Agreement is to be utilized in case of housing societies registered under the Maharashtra Co – Operative Societies Act, 1960. However apart from the said enactment there is another enactment relating to housing viz. The Maharashtra Apartment Ownership Act 1971 (Mah. Act No. XV of 1971) . However in case of the properties to which the Maharashtra Apartment Ownership Act 1971, applies certain provisions of the Agreement will have to be modified having regard to the Provisions of the said Act.

AGREEMENT

**This Agreement is made and executed on this day of
..... in the year 2018 at Pune.**

B E T W E E N

M/s. AARYA BUILDERS

PAN No. AAYFA5805F

A partnership firm duly registered
under the provisions of Indian Partnership Act 1932 and
having its office at
401, Viman Elegance,
Next to Bank of India,
Viman Nagar,
Pune 411014.

1. MR. Anil Mahadev Naik

PAN No. AAEPN8135F

Age: 54yrs., Occupation: Business
Residing at : 401, Viman Elegance,
Next to Bank of India, Viman Nagar,
Pune 411014.

2. MR. Smita Anil Naik

PAN No. AJLPN8044P

Age: 50yrs., Occupation: Housewife
Residing at : 401, Viman Elegance,
Next to Bank of India,
Viman Nagar,
Pune 411014.

HEREIN AFTER called and Referred to as the **PROMOTER / DEVELOPERS** (Which expression shall unless repugnant to the meaning or context thereof shall mean and include the said firm, its present and future partners executors, administrators, nominees and/or assigns or each of them.)

.....PARTY OF THE FIRST PART

A N D

Lt.Col. Kashinath Ramchandra Salunke

Age 79 years, Occ: Retd Government officer
Residing at : B ¼ Tridal Nagar Co-operative Housing Society,
Yerwada, Pune 411006.

HEREIN AFTER called and Referred to as the **CONFIRMING PARTY** (Which expression shall unless repugnant to the meaning or context

thereof shall mean and include his legal heirs executors, administrators, nominees and/or assigns or each of them.)

.....**PARTY OF THE SECOND PART**

AND

1. MR. _____

Age: yrs., Occupation: _____

PAN No. _____

2. _____

Age : _____ yrs., Occupation: _____

PAN No. _____

Both Residing at : _____

HEREIN AFTER called and Referred to as the **PURCHASER/s** (Which expression shall unless repugnant to the meaning or context thereof shall mean and include his legal heirs executors, administrators, nominees and/or assigns or each of them.)

.....**PARTY OF THE THIRD PART**

DETAILS OF THE PROPERTY AS PER THE SEARCH AND TITLE REPORT

WHEREAS the land bearing Survey No.4 Hissa No. 1/1A/1/12 totally admeasuring area of 00 Hector 04 assessed at Rs. 00.4 ps. situate, lying and being at Village Dighi Taluka Haveli, District Pune, was originally owned by **Lt.Col.Kashinath Ramchandra Salunke, i.e.**Confirming party herein.

AND WHEREAS the Promoter has by Development Agreement / Power of attorney / conveyance dated 23/10/2015 executed between the owners (hereinafter referred to as the **VENDOR**) and the Promoter of the other part, the Vendor has agreed with the promoter for the absolute sale to the Promoter / sold absolutely to promoter an immoveable property being piece or parcel of the free Hold land lying and being at Mauje Dighi, Taluka Haveli, District Pune in the registration Sub – District of Haveli admeasuring area 416.20 sq. mtrs. or thereabouts more particularly described in the First Schedule hereunder written and **hereinafter referred to as the said land.**

AND WHEREAS by an Agreement dated 23/10/2015 and Power of attorney dated 23/10/2015 duly registered in the office of the Sub – Registrar Haveli No. _____ vide document serial NO. _____ dated _____ between the Promoter and the Owners of the other part (hereinafter referred to as The Development Agreement) the original Owner has appointed to the Promoter as his agent to develop the piece or parcel of the freehold land lying and being at Survey No.4 Hissa No. 1/1A/1/12 totally admeasuring area of 00 Hector 04 aars, i.e. 416.20 sq.meters,

in the Registration Sub – District of Haveli, admeasuring area 416.20 s.q. mtrs. or thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as the said land) and to construct thereon buildings in accordance with the terms and conditions contained in the Development Agreement and Power of attorney .

AND WHEREAS as a result of the Urban Land (Ceiling and Regulation) Act 1976 (hereinafter referred to as the " Ceiling Act) which came into force in the State of Maharashtra on 17th day of February 1976, the Owners / Promoter were not entitled to hold any vacant land in excess of the Ceiling Limit except as otherwise provided in the Ceiling Act.

AND WHEREAS the Vendor / Promoter having been shown to be the owner of the said land in the Government and Revenue records, the Vendor / Promoter submitted to the Government of Maharashtra in the name of Vendor / Promoter an application under section 20 of the Ceiling Act for exempting the said land from the provisions of the Ceiling Act.

AND WHEREAS by an order dated _____ dated _____ (hereinafter referred to as said order, the Government exempted, subject to the conditions in the said order, the said land from the provisions of the Ceiling Act.

AND WHEREAS as per the said order and as a result of the Development Agreement, the Promoter is entitled and enjoined upon to construct buildings on the said land in accordance with the said order.

AND WHEREAS the VENDOR / PROMOTER being in possession of and said land buildings, thereon will be demolishing / have demolished the old buildings and structures and constructing / has constructed instead new multi storied buildings thereon.

AND WHEREAS permission contemplated by section 22 of the Ceiling Act for Development has been obtained by the Vendor / Promoter

AND WHEREAS the Promoter has proposed to construct on the said land new multi storied buildings of ground floor at stilt level and 3 upper floors (hereinafter referred to as the said buildings).

AND WHEREAS the Promoter has entered into standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects. Whereas the Promoter has appointed a structural Engineer 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.

AND WHEREAS by virtue of the Development Agreement / Power of attorney the Promoter alone has the sole and exclusive right to sell the flats in the said building/s to be constructed by the Promoter on the said land and to enter into agreement/s with the purchaser/s of the flats and to receive the sale price in respect thereof.

AND WHEREAS the Flat Purchaser demanded from the Promoter and the Promoter has given inspection to the Flat Purchaser all the documents of title relating to the said land, the said order, the Development Agreement and the plans, designs and specifications prepared by the Promoter's Architects M/s. Tejomay Consultancy 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 WHEREAS the copies of the Certificate of Title issued by the Attorney at law or advocate of the Promoter, copies of property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the said land on which the flats are constructed or are to be constructed and the copies of the plans and specifications of the flat agreed to be purchased by the flat / Purchaser approved by the concerned local authority have been annexed hereto and marked as *Annexure A, B and C respectively*.

AND WHEREAS the Promoter has got approved from the concerned local authority, the plans, the specifications, elevations, sections and details of the buildings bearing No. B.P/Dighi/59/2017-Dated 29.7.2017.

AND WHEREAS while sanctioning the plans 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 buildings and upon due observance and performance of which only the completion and occupation certificates in respect of the said buildings shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said buildings in accordance with the said plans.

AND WHEREAS the Flat Purchaser applied to the Promoter for allotment to the Flat Purchaser Flat No. _____ on _____ Floor, admeasuringsq.meters carpet area, in the Building No. _____ situated at _____ being constructed on the said land,

AND WHEREAS prior to making applications as aforesaid, as required by the provisions of Maharashtra Co – Operative Societies at 1960 (Maharashtra Act No. XXIV of 196) and the Urban Land (Ceiling and Regulations) Act 1976, the Flat purchaser has made declaration to the effect firstly that neither the Flat Purchaser nor the members of the Family (family as defined under the Urban

Land (C & R) Act of 1976) of Flat Purchaser own a tenements, house or buildings within the limits of PCMC (name of the town in which flat applied for is located).

AND WHEREAS relying upon the said application, declarations and agreements, the Promoter agreed to sell to the Flat Purchaser a flat at the price and on the terms and conditions hereinafter appearing.

AND WHEREAS prior to the execution of these presents the Flat Purchaser has paid to the Promoter a sum of Rs. _____ (Rupees _____) only, being part payment of the sale price of the flat agreed to be sold by the Promoter to the Flat Purchaser as advance payment or deposit (the payment and receipt whereof the Promoter both hereby admit and acknowledge) which shall in no event exceed twenty percent of the sale price of the flat agreed to be sold to the Flat Purchaser, and the Flat Purchaser has agreed to pay to the Promoter balance of the sale price in the manner hereinafter appearing.

AND WHEREAS under section 4 of the said Act the Promoter is required to execute a written agreement for sale of the said flat to the Purchaser being in fact these presents and also to register the said agreement under the Registration Act.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

(1) The Promoter shall construct the said buildings consisting or ground and 3 upper floors on the said land in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the flat purchaser with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authorities / the Government to be made in them or any of them.

Provided that, the Promoter shall have to obtain prior consent in writing from the flat purchaser in respect of such variations or modifications which may adversely affect the flat of the Purchaser.

(2) That the Flat purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the flat purchaser one Flat No. _____ of the Type _____ of carpet area admeasuring _____ sq. mtrs. (which is inclusive of the area of balconies) on _____ floor as shown in the floor plan, for the price of Rs. _____ including Rs. _____ being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and

description of the common / limited common areas and facilities / limited common areas and facilities, which are more particularly described in the Second schedule hereunder written. The Flat Purchaser hereby agrees to pay to the Promoter balance amount of purchase price of Rs. _____(Rs.

_____) having been paid to the Promoter on or before the execution of this agreement in the following manner :

- I. 10% at the time of booking
- II. 10% at the time of Agreement
- III. 12% on plinth.
- IV. 12% on 1st slab
- V. 12% on 2nd slab
- VI. 12% on 3rd slab
- VII. 12% on 4th slab
- VIII. 5% on brick work
- IX. 5% on plaster work
- X. 5% on Tiles
- XI. 5% on Possession

(3) The Promoter hereby agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any which may have been imposed by the concerned local authorities at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the flat to the purchaser, obtain from the concerned local authority occupation and / or completion certificate in respect of the said flat.

(4) That the Promoter hereby declares that the floor space index available in respect of the said land is 340.00 sq. mtrs. only and that no part of the said floor space index has been utilized by the Promoter elsewhere for any purpose whatsoever. In case the said floor space index has been utilized by the Promoter, elsewhere, then the Promoter shall furnish to the flat purchaser all the detailed particulars in respect of such utilization of the said floor space index by him. In case while developing the said land the Promoter has utilized any floor space index of any other land or property by way of floating floor space index then the particulars of such floor space index shall be disclosed by the Promoter to the Flat Purchaser.

(5) In case of the Promoter is acting as an agent of the Vendor / Owner of the said land, then the Promoter hereby agrees that he shall, before handing over possession of the flat to the Flat purchaser and in any event before execution of a conveyance / assignment of lease of the said land in favour of a corporate body to be formed by the purchasers of the flats / shops / garages in the building to be constructed on the said land (hereinafter referred to as the said society / limited

company) make full and true disclosure of the nature of his title to the said land as well as encumbrances, if any, including any right, title and 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 Vendor / Promoter / Owner has / have absolute, clear and marketable title of the said land so as to enable him to convey to the said society / Limited company such absolute, clear and marketable title on the execution of a conveyance of the said land by the Promoter in favor of the said society / Limited Company.

(6) The Flat Purchaser agrees to pay to the Promoter interest at nine percent, per annum on all the amounts which become due and payable by the flat purchaser to the Promoter under the terms and conditions of this agreement from the date of the said amount is payable by the Flat Purchaser to the Promoter, on the Flat Purchaser committing default in payment on due date of any amount due and payable by the Flat purchaser to the Promoter under this Agreement including his / her proportionate share or taxes levied by the concerned local authority and other outgoings) and on the Flat Purchaser committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at his own option to terminate this agreement.

Provided always that the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Flat purchaser fifteen days prior notice in writing of his intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Flat Purchaser in remedying such breach or breaches within a reasonable time after giving of such notice.

Provided further that, upon termination of this agreement as aforesaid, the Promoter shall refund to the Flat Purchaser the installments of sale price of the flat which may till then have been paid by the Flat purchaser to the Promoter but the Promoter shall not be liable to pay to the flat purchaser any interest on the amount by the Promoter, the Promoter, shall be at liberty to dispose off and sell the flat such person and at such price as the Promoter may in his absolute discretion think fit.

(7) The fixtures, fittings and amenities to be provided by the Promoter in the said building and the flat are those that are set out in Annexure – E, annexed hereto.

(8) The Promoter shall give possession of the flat to the Flat purchaser on or before 15August 2020. If the Promoter fails or neglects to give possession of the said flat to the Flat purchaser on account of reasons beyond his control and of his agents as per the provisions of the sections 8 of Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed in section 8 of the said Act, then the Promoter shall be liable on demand to refund to the Flat Purchaser,

the amounts already received by him in respect of the flat with simple interest at nine per cent per annum from the date the Promoter received the sum till the date the amount and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the Competent authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Promoter to the Flat purchaser they shall subject to prior encumbrances, if any, be a charge on the said land as well as the construction or building in which the flats are situated or were to be situated.

Provided that, the Promoter shall be entitled to reasonable extension of time for giving delivery of the flat on the aforesaid date, if the completion of the building in which the flat is to be situated is delayed on account of :-

- i. Non - availability of steel, cement, other building material, 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.

Note: Provisions of this proviso are not mandatory but negotiable.

(9) That the flat purchaser shall take possession of the flat within 30 (Thirty) days of the Promoter giving written notice to the Flat Purchaser intimating that, the said flats are ready for use and occupation.

Provided that if within a period of three years from the date of handing over the flat to the Flat Purchaser, the Flat Purchaser brings to the notice of the Promoter any defect in the flat or the building in which the flat are situated or the material used therein or any unauthorized change in the construction of the said building, then, wherever possible such defects or unauthorized changes shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Flat purchaser shall be entitled to receive from the Promoter reasonable compensation for such defect or change.

(10) The Flat purchaser shall use the flat or any part thereof or permit the same to be used only for the purpose of residence / office / show room / shop / godown for carrying on any industry or business. He shall use the garage or parking space only for the purpose of keeping or parking the flat purchaser's own vehicle.

(11) The Flat Purchaser along with other purchasers of flats in the building shall join in forming and registering the society or a limited company to be known by such name as the Flat Purchaser may decide and for this purpose also from time to time sign and execute the application for registration / or membership and other papers and documents necessary for the formation and registration of the Society

or Limited Company and for becoming a member, including the bye – laws of the proposed society and duly fill in, sign and return to the Promoter within ____ days of the same being forwarded by the Promoter to the Flat purchaser, so as to enable promoter to register the organization of the flat purchaser under section 10 of the said Act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Rule 1964. No objection shall be taken by the flat purchaser if any changes or modifications are made in the draft bye – laws or the Memorandum and / or Articles of Association, as may be required by the Registrar of Co – Operative Societies or the Registrar of Companies, as the case may be, or any other competent authority.

(12) Unless it is otherwise agreed to by and between the parties hereto the Promoter shall, within four months of registration of the society or limited company, as aforesaid cause to be transferred to the society or limited company all the rights, title and the interest of the Vendor / Owner / Promoter and / or the owners in the allotted part of the said land together with the building/s by obtaining / or executing the necessary conveyance / and or assignment of lease of the said land (or to the extent as may be permitted by the authorities) and the said building in favor of such society or limited company, as the case may be such conveyance / assignment of lease shall be in keeping with the terms and provisions of this Agreement.

(13) Commencing a week after notice in writing is given by the Promoter to the Flat Purchaser that the flat is ready for use and occupation, the Flat purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the flat) of outgoings in respect of the said land and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and / or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and buildings. Until the society / Limited Company is formed and the said land and buildings transferred to it, the Flat Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Flat Purchaser further agrees that till the flat purchaser's share is so determined the Flat Purchaser shall pay to the Promoter provisional monthly contributions of Rs. _____ per month towards the outgoings. The amounts paid by the Flat Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance is executed in favour of the society or a limited company as aforesaid. Subject to the provisions of section of the said Act, on such conveyance being executed, the aforesaid deposits (less deductions provided for this agreement) shall be paid over Flat Purchaser undertakes to pay such provisional monthly contributing and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not with hold the same for any reason whatsoever.

(14) The Flat purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter the following amounts :

- i. Rs. _____ for legal charges.
- ii. Rs. _____ for share money, application, entrance fee for the society or limited company.
- iii. Rs. _____ for formation and registration of the society or limited company.
- iv. Rs. _____ for proportionate share of taxes and other charges other charges _____

Total Rs. _____

(15) The Promoter shall utilize the sum of Rs. _____ paid by the Flat purchaser to the Promoter for meeting all legal costs, charges and expenses, including professional costs of the attorney – at – law / Advocate of the Promoter in connection with formation of the said society, or as the case may be limited company, preparing its Rules and regulations and bye – laws and the cost of preparing and engrossing this Agreement and the conveyance or assignment of Lease.

(16) At the time of registration the Flat Purchaser shall pay to the Promoter the flat purchasers share of stamp duty and registration charges payable, if any, by the said society or limited company on the conveyance or any document or instrument of transfer in respect of the said land and the building to be executed in favour of the society or limited company.

(17) The Flat purchaser himself / themselves with intention to bring all persons into whosoever hands the flat may come, doth hereby covenant with the Promoter as follows:

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

b) Not to store in the flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction of structure of the building in which the flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the

staircase, common passages or any other structure of building in which the flat is situated, including entrances of the buildings in which the flat is situated and in case any damage is caused to the building in which the flat is situated or the flat on account of negligence or default of the flat purchaser in this behalf, the Flat Purchaser shall be liable for the consequences of the breach.

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

d) Not to demolish or cause to be demolished the flat 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 flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the flat is situated and shall keep the portion, sewers, drains, pipes in the flat 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 flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC parts, or other structural members in the flat without the prior written permission of the Promoter and / or the society or the Limited Company.

e) Not 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 flat is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said land and the building in which the flat is situated.

g) Pay to the Promoter within _____ days of demand by the Promoter his share of security deposit demanded by the concerned local authority or government or giving water, electricity or any other service connection to the building in which the flat is situated.

h) To bear and pay increase in local taxes, water charges, insurance and such other levys, 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 flat by the Flat Purchaser viz. user for any purposes other than for residential purpose.

i) The Flat Purchaser shall not let, assign or part with Flat Purchaser interest or benefit factor of this agreement or part with the possession of the flat until all the dues payable by the Flat Purchaser to the Promoter under this agreement are fully paid up and only if the Flat purchaser had not been guilty of breach of or non – observance of any of the terms and conditions of this agreement and until the Flat Purchaser has intimated in writing to the Promoter.

j) The Flat Purchaser shall observe and perform all the rules and regulations which the society or the Limited company 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 Government and other public bodies. The Flat Purchaser shall observe and perform all the stipulations and conditions laid down by the society / limited company regarding the occupation and use of the flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

k) Till a conveyance of the building in which the flat is situated is executed the Flat Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others at all reasonable times to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

(18) The Promoter shall maintain a separate account in respect of the sums received by the Promoter from the Flat Purchaser as advance or deposit sums received on account of the share capital for the promotion of the Co – Operative Society or a company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

(19) 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 flat purchaser shall have no claim save and except in respect of the flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the said land and building is transferred to the society / Limited Company as hereinbefore mentioned.

(20) 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 flat purchaser by the promoter shall not be constructed 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 flat purchaser nor shall the same in any manner prejudice the rights of the Promoter.

(21) The Flat purchaser and / or the Promoter shall present this Agreement as well as conveyance at the proper registration office of Registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

(22) All notices to be served on the Flat Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchaser by Registered Post A.D. / Under Certificate of posting at his / her address specified below :

(23) 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 buildings, if any, shall belong exclusively to the respective purchaser of the terrace flat and such terrace spares are intended for the exclusive use of the respective terrace flat purchaser. The said terrace shall not be enclosed by the Flat Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter, or the society, or as the case may be, the Limited Company.

(24) This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Mah. Act No. XV of 1970) and the rules made there under / the said Act and the rules made there under.

FIRST SCHEDULE OF THE PROPERTY

All that piece and parcel of the land bearing Survey No. 4 Hissa 1/1A/12 situate, lying and being at Village Dighi Taluka Haveli, Dist. Pune, within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub – Registrar Haveli and is bounded as under :

On or towards East	Remaining part of survey no 4/1/1A
On or towards West	By 4 meter wide road and remaining part of survey no 4/1/1A
On or towards South	By 6 meter wide road
On or towards North	By survey no 4.

SECOND SCHEDULE

HERESET OUT THE NATURE, EXTENT AND DESCRIPTION OF COMMON AREAS AND FACILITIES / LIMITED COMMON AREAS AND FACILITIES.

- a) Common Light connection to staircase, parking space light
- b) Common water connection
- c) Common walls
- d) Common parking spaces.
- e) Common open space
- f) Common boundry wall.
- g) Common staircases

ANNEXURE - A

Name of Advocate : _____

Address : _____

Date : _____

No.

RE :

CERTIFICATE

This is to certify that we have investigated the title to the aforesaid property which is more particularly described below in the schedule hereunder written and have perused the title deeds and certify that in our opinion of the title of **AARYA BUILDERS**(Name of the Promoter) of the Vendor / Original Owner / is clear, marketable and free from encumbrances, charges and / or claims.

SCHEDULE of THE PROPERTY REFERRED ABOVE

All that piece and parcel of the land bearing Survey No. 4 Hissa 1A/12 situate, lying and being at Village Dighi Taluka Haveli, Dist. Pune, within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub – Registrar Haveli

Date :

Signed

Signature of Attorney at law / Advocate

ANNEXURE – B

Copies of the property card or extract of village forms VI and VII and XII or any other revenue record showing the nature of the Title of the Vendor / Owner / Promoter to the said land.

ANNEXURE – C

Copy of the Plans, specifications of the flat as approved by the concerned local authority)

ANNEXURE – D

SCHEDULE OF THE FLAT

- | | | |
|---------------------|---|-----------------|
| a) Flat No. | : | |
| b) Floor | : | |
| c) Name of Building | : | |
| e) Admeasuring | : | _____ sq. fts. |
| | | Carpet |
| area built up | | _____ sq. mtrs. |
| f) Terrace Area | : | _____ sq. fts. |
| | | _____ sq. mtrs. |

ANNEXURE – E

SPECIFICATIONS AND AMENITIES FOR THE FLAT

1. The Building shall be R.C.C. framed structure with bricks work in cement mortar.
2. All walls shall be internally finished with cement plaster with neeru / gypsum with OBD paint.
3. Externally all walls and R.C.C. work shall be finished with sand faced cement plaster or rough cast plaster.
4. Doors

- * all external/internal doors/frames will be laminated/modeled French doors with high quality hardware.
- * Grand entrance main door in veneer-finish door with safety lock, tower bolt and magic eye.
- * internal flush doors with laminate

5. Flooring

- * 2'X2' vitrified tiles in living /Dining/Bedroom
- * Anti skid/Rustic/matt tiles in kitchen, bathroom, terraces and balconies

6. Kitchen

- * Granite platform with SS sink in kitchen
- * Ceramic/Glazed tiles above kitchen platform
- * Exhaust fan in kitchen
- * provision for water purifier.

7. Windows

Powder coated Aluminium sliding windows with Safety grill & mosquito net .

8. Toilets

- * 7 ft. height glazed tile dado.
- * W.C to have 3'-6' ft height dado.
- * matt finished tiles for all toilets
- * anti-corrosive concealed plumbing
- * provision for exhaust fan
- * lowered glass window in powder coated aluminium frame.

9. Electric Installation for each room shall comprise the following :

- | | | |
|----------------------|---|---------------------------------|
| a) Living room | : | 1 L.P. + 1 point + 1 plug |
| b) Bed room (each) | : | 1 L.P. + 1 point + 1 plug |
| c) Kitchen | : | 1 L.P. + 1 power point + 1 plug |
| d) Bathroom | : | 1 L.P. + 1 power point + 1 plug |
| e) Common passage | : | 1 L.P. |
| f) Wash Basin | : | 1 L.P. |
| g) W.C. | : | 1 L.P. |

h) Stair shall be provided with two way switches and one light point on each landing.

i) Each FLAT shall be provided with bell push -

- * All wiring shall be concealed with copper wire of appropriate section.
- * Legrand/equivalent make modular switches in the entire flat.
- * Split a/c point in master bedroom.

10. Entrance lobby finished with designers tiles

11. Plumbing, sanitation, and water supply -

All plumbing shall be concealed type with G.I./UPVC one tap each in bathroom, shower point, one tap connection (Direct Municipal) in kitchen and also a connection from over head tank, one tap on wash basin, one tap in W.C.

12. Underground & Overhead water tank of sufficient capacity as per Municipal regulations for adequate water supply.

13. All woodwork shall be painted with enamel oil paint.

14. In general all items of work shall be of usual standard.

Received of and from the Flat Purchaser above named the sum of Rs.

_____ being the fifteen percent, of the sale price of the flat as advance payment or deposit paid by the flat purchaser to the Promoter.

I say received.

The Promoter.

IN WITNESS WHEREOF the parties hereto have signed on this day and date hereinabove mentioned.

PROMOTER AND DEVELOPER

CONFIRMING PARTY

PURCHASER.

WITNESSES

1.SIGN
NAME
ADDRESS

2. SIGN
NAME
ADDRESS