

**//SHREE GAJANAN PRASANNA//
AGREEMENT FOR SALE**

This **AGREEMENT FOR SALE** made and executed at Pune on this _____ day _____, in the year _____.

B E T W E E N

**M/s. SAMARTHSHREE PROMOTERS & DEVELOPERS,
PAN NO. : ABBFS 8220 J
Through its partner :-
MR. SHRIKRISHNA MANOHAR DHOBLE
PAN NO. ABMPD2537J
Age 57 years, Occupation Business,
Resident of Unit No. 402, Manohar Residency,
Harekrishna Mandir Road, Model Colony,
Shivajinagar, Pune 411 016.**

Hereinafter referred to as "**THE OWNERS / PROMOTER / DEVELOPER**" (Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include all their present and future partners, their legal heirs, successors, legal representatives, in-interest-attorneys, nominees, legatees, executors, administrators, assignees etc.) **OF THE FIRST PART.**

A N D

1. _____
Age --- _____ years, Occ – _____,
[PAN – _____]
residing at _____.

Hereinafter referred to as "**THE PURCHASER/S**" (Which expression shall unless repugnant to the context or meaning thereof shall mean and include all their legal heirs, executors, administrators and assignees etc.) **OF THE SECOND PART.**

WHEREAS All that piece and parcel of the land 1) admeasuring area under amenity space admeasuring to the extent of 1121.58 sq.mtrs. or there about carved out of sanctioned layout 00 H.80 R. out of Survey No.5 Hissa No.1B/1 (New Survey No. 5/39) total area admeasuring 01 H.23 R. and 2) admeasuring area 00 H. 01 R. i.e. 01 Guntha out of Survey No.5 Hissa No.1B/1 (New Survey No. 5/39) i.e. total admeasuring area is 1121.58 Sq.mtrs. situated at Gram Panchayat Keshavnagar & village Mundhwa, Taluka Haveli, District Pune and also within the jurisdiction of Sub-Registrar Haveli is the subject matter for this agreement and for development and more particularly described in First Schedule hereunder written (hereinafter jointly and collectively referred to as "**the said property**") is owned by party of the first part herein as his self acquired property.

AND WHEREAS All that piece and parcel of land bearing Survey No. 5 Hissa No. 1B/1 is originally owned and occupied by 1) Jaywantrao

Anandrao Gaikwad for self & HUF and natural guardian for Sanjay, Sudhir Jaywantrao Gaikwad, 2) Tarabai Anandrao Gaikwad as their ancestral property by the Partition Deed and their names were mutated as the owners vide Mutation Entry No.2064 dated 29/03/1958. The said original owners sold the area admeasuring 3 Acre 15 Gunthe out of 9 Acre 2 Gunthe to 1) Vasant Raghunath Ghalsasi, 2) Mrs. Nalini Vasant Ghalsasi vide sale deed dated 24/04/1969. In pursuance of that the name of the purchaser was recorded for area admeasuring 3 Acre 15 Gunthe and the balance area adm. i.e. 5 Acre 28 Gunthe which bears Survey No. 5/1B/2/1 was retained in the name of the original owner i.e 1) Jaywantrao Anandrao Gaikwad for self & HUF and natural guardian for Sanjay, Sudhir Jaywantrao Gaikwad, 2) Tarabai Anandrao Gaikwad.

AND WHEREAS the said Vasant Raghunath Ghalsasi died on 05/01/1984 leaving behind his legal heirs namely 1) Rajendra Vasant Ghalsasi (son), 2) Nandkumar Vasant Ghalsasi(son), 3) Vasanti Ajit Apate(married daughter), 4) Sarita Vijaykumar Ingale (married daughter) and Smt. Nalini Vasant Ghalsasi and their names were recorded as an owner of the 7/12 extract of S. No. 5/1B/1 vide Mutation Entry No. 4408 dated 05/02/1992.

AND WHEREAS all that piece and parcel of land admeasuring 00 H. 01 R. i.e. 01 Gunthe assessed at Rs. 05=75 Ps. out of Survey No.5 Hissa No.1B/1 (New Survey No. 5/39) is initially owned and occupied by 1) Smt. Nalini Vasant Ghalsasi, 2)Nandkumar Vasant Ghalsasi, 3)Rajendra Vasant Ghalsasi, 4) Vasanti Ajit Apate, 5) Sarita Vijaykumar Ingale, who sold the said land to Mr. Pratap Dattatraya Hajare vide sale deed dated 07/12/1990 which is duly registered in the office of Sub-Registrar Haveli No. 2 at Sr.No. 18294/1990. But in the Schedule of the said Sale Deed dated 07/12/1990 the Survey Number of the said land is wrongly mentioned as 5/1A/2/2 instead of true and correct Survey No. 5/1B/1 and therefore the parties thereto decided to enter into the deed of correction which was made and executed on dated 12/03/1993 and registered in the office of Sub-registrar Haveli No. 2 at Sr.No. 1193/1993.

AND WHEREAS 1) Nalini Vasant Ghalsasi, 2) Mr. Rajendra Vasant Ghalsasi, 3) M. Nandkishor Vasant Ghalsasi, 4) Mrs. Vasanti Ajit Apte and 5) Mrs. Sarita Vijaykumar Ingale who granted development rights of the said property unto and in favour of Developer M/s. Sai Group Developers, A registered partnership firm through its partners 1) Mr. Nivrutti Namdeo Panmand, 2) Mr. Rajraram Narsayya Jalla, 3) Mr. Col. Raisaheb Karwasara, 4) Mr. Gopal Devji Naik & 5) Mr. Akula Ramesh Malayya by development agreement dated 10/01/2003 which is duly registered in the office of Sub-Registrar Haveli No. 3 Pune at Sr.No. 199/2003 dated 10/01/2003 coupled with irrevocable power of attorney which is also registered in the same office at Sr.No. 200/2003 dated 10/01/2003;

AND WHEREAS the land bearing S.No. 5/1B/1 were shown in residential zone as per the zone certificate issued by the authority of ADTP vide no. 3386 on dated 26/11/2002 and therefore Smt. Nalini Vasant Ghalsasi through power of attorney holder Mallesh B Pullari had submitted return u/s. 6(1) of the Urban Land (Ceiling & Regulation) Act, 1976 before the Additional Collector & Competent Authority, Pune Urban Agglomeration, Pune under ULC Case No.1201-GH wherein the Competent Authority passed an order u/s. 8(1) of ULC Act 1976 on 17/04/2003 stating that the provisions of the said Act are not applicable to the said land.

AND WHEREAS Smt. Nalini Vasant Ghalsasi and others through power of attorney holder M/s Sai Group Developers through its partner Mallesh B Pullari obtained N.A.Order bearing No. PMN/NA/SR/55/2003, dated 21/04/2004 issued by the Collector, Pune in respect of the lands bearing S.No. 5/1B/ 1 admeasuring 8300 Sq.mtrs and granted permission to use for residential purposes.

AND WHEREAS as per the order bearing no.RTS/7/12/Sangan/1438/04 Pune dated 21/10/2004, issued by Hon'ble Tahasildar Pune City that, the old survey numbers and hissa number change into new survey number and hissa numbers. Hence, necessary and required corrections were made in the existing survey numbers, accordingly the new survey number is 5/39 was entered in to record of rights vide Mutation entry no.8220 dated 25/10/2004.

AND WHEREAS Smt. Nalini Vasant Ghalsasi and others through power of attorney holder M/s Sai Group Developers through its partner Mallesh B Pullari applied before the office of Assistant Director of Town Planning Pune for revision of building plans and vide their out word No. Rekhanan/NABP/Mau. Mundhwa/Tal:PuneCity/S.No.5/1B/1part/Sasampu/1555/dated 14/02/2008 sanctioned revised Plan.

AND WHEREAS Smt. Nalini Vasant Ghalsasi and others through power of attorney holder M/s Sai Group Developers through its partner Mallesh B Pullari obtained revised sanctioned building plan of residential and commercial vide order bearing No. PMN/ NA/ SR/ 52/ 2007, dated 07/06/2008 issued by the Collector,Pune in respect of the lands bearing S.No.5/1B/1(part) granted permission to use for residential and commercial purposes area admeasuring 7477.19 sq.mtrs out of area admeasuring 8000 sq.mtrs sanctioned the layout of said survey number.

AND WHEREAS 1) Smt. Nalini Vasant Ghalsasi, 2)Nandkumar Vasant Ghalsasi, 3)Rajendra Vasant Ghalsasi, 4) Vasanti Ajit Apatе, 5) Sarita Vijaykumar Ingale through power of attorney holder M/s Sai Group Developers through partner 1) Nivrutti Namdev Panmand, 2) Rajaram Narsayya Jalla, 3) Karnel Raisaheb Karvasra, 4) Gopal Devji Naik, 5) Akula Ramesh Malayya with consent of M/s Sai Group Developers through partner 1) Nivrutti Namdev Panmand, 2) Rajaram Narsayya Jalla, 3) Karnel Raisaheb Karvasra, 4) Gopal Devji Naik, 5) Akula Ramesh Malayya sold the amenity space admeasuring to the extent of 1121.58 sq.mtrs. or thereabout carved out of sanctioned layout No.4NBP/Mauje Mundhwa/ Pune City /S /No /5 / 1B/1part/ SSampu/ 1555

dated 14/02/2008 area admeasuring 00 H.80 R. out of Survey No. 5 Hissa No.1B/1 total area admeasuring 01 H. 23 R. to M/s Samarthshree Promoters and Developers through its partner Mr. Shrikrishna Manohar Dhoble vide sale deed and power of attorney dated 18/10/2012 which are duly registered in the office of Sub-Registrar Haveli No. 15 at Sr.No. 9637/2012 & 9638/2012 respectively and names of M/s Samarthshree Promoters and Developers through its partner Mr. Shrikrishna Manohar Dhoble is recorded as owner vide Mutation Entry No.12124 & 12622.

AND WHEREAS all that piece and parcel of land admeasuring 00 H. 01 R. i.e. 01 Gunthe assessed at Rs. 05=75 Ps. out of Survey No.5 Hissa No.1B/1 (New Survey No. 5/39) lying and situated at Gram Panchayat Keshavnagar & village Mundhwa, Taluka Haveli, District Pune was initially owned and occupied by 1) Smt. Nalini Vasant Ghalsasi, 2) Nandkumar Vasant Ghalsasi, 3) Rajendra Vasant Ghalsasi, 4) Vasanti Ajit Apate, 5) Sarita Vijaykumar Ingale, who sold the said land to Mr. Pratap Dattatraya Hajare vide sale deed dated 07/12/1990 which is duly registered in the office of Sub-Registrar Haveli No. 2 at Sr.No. 18294/1990. But in the Schedule of the said Sale Deed dated 07/12/1990 the Survey Number of the said land is wrongly mentioned as 5/1A/2/2 instead of true and correct Survey No. 5/1B/1 and therefore the parties thereto have decided to enter into the deed of correction which was made and executed on dated 12/03/1993 and registered in the office of Sub-registrar Haveli No. 2 at Sr.No. 1193/1993. And thus the name of Mr. Pratap Dattatraya Hajare is recorded as owner of the said 00 H. 01 R. area.

AND WHEREAS the said Mr. Pratap Dattatraya Hajare sold the said land admeasuring 00 H. 01 R. i.e 01 Gunthe out of Survey No.5 Hissa No.1B/1 (New Survey No. 5/39) lying and Gram Panchayat Keshavnagar & village Mundhwa, Taluka Haveli, District Pune to party of the first party i.e. M/s. Samarthshree Promoters & Developers vide sale deed dated 28/05/2014 which is duly registered in the office of Sub-Registrar Haveli No. 22 at Sr.No. 4714/2014 on dated 30/05/2014.

AND WHEREAS in the above circumstances M/s Samarthshree Promoters and Developers through its partner Shrikrishna Manohar Dhoble became the absolute owner of the amenity space to the extent of area admeasuring 1121.58 sq.mtrs. and land area 00 H. 01 R. i.e. 01 Gunthe. i.e. total admeasuring area is 1221.58 Sq.mtrs. is the subject matter for this agreement and for development and more particularly described in First Schedule hereunder written (hereinafter jointly and collectively referred to as “**the said property**”) is owned by party of the first part herein as his self acquired property.

AND WHEREAS the City Survey Officer No. 2, Pune has issued demarcation certificate vide N.Bhu. A.2/P.Bhu8/ Niyamit/Mor no.1384/2014 on dated 01/02/2014 to M/s Samarthshree Promoters and Developers through its partner Shrikrishna Manohar Dhoble.

AND WHEREAS That the present owner i.e M/s Samarthshree Promoters and Developers through its partner Shrikrishna Manohar Dhoble has executed an Indemnity Bond stating therein that the said portion of land is free from all the encumbrances and they have not created any charge or mortgage on the said property or part thereof nor the said property is the subject matter of any litigation/dispute pending before any Court of Law.

AND WHEREAS as per the above said orders and as result of conveyance in favour of Vendor/Promoter is entitled and enjoyed upon the construct buildings on the said properties in accordance with above said orders.

AND WHEREAS Vendor/Promoter having been shown to be the owner of said property in the government and revenue records having right to develop, to construct commercial project and dispose of the same, office, shops, units, terraces, balconies, amenity spaces etc. in the building to be constructed on the said properties.

AND WHEREAS Vendor/Promoter i.e. M/s Samarthshree Promoters and Developers through its partner Shrikrishna Manohar Dhoble got the proposed Layout plans duly approved from ADTP & Collector under commencement certificate bearing No. SaSamPa / 789 dated 12/02/2015.

AND WHEREAS the Vendor/Promoter has proposed to construct the said property, including the building in project known as “ Keshav Capital ” comprising of G + 4 floors.

AND WHEREAS by virtue of above said deeds, the party of the first part became the absolute owner of the said property and is entitled to develop the said property by constructing ownership building comprising of and to allot/sell commercial units, terraces, parking's, etc. in the said building/s to be constructed or being constructed on the said property and to enter into agreement/s with the Purchaser/s of the units and to receive the sale price thereof as per the D.C. Rule of TP and necessary sanctions thereto.

AND WHEREAS the Purchaser demanded from the Promoter and the Promoter has given inspection to the Purchaser of all documents of title relating to the said property, the plans, designs and specifications prepared by the Promoter's Architect and of such other documents as are specified under the Maharashtra Ownership Units (Regulation of the Promoter, Construction, Sale, Management and Transfer) Act 1963 (hereinafter referred to as “the said Act”) and rules made there under.

AND WHEREAS the copy of the certificate of title issued by the Advocate of the Promoter is annexed as ANNEXURE 'A', copies of property card or extract showing the nature of the title of the Promoter to the said property on which the units are constructed or are to be constructed is annexed as ANNEXURE 'B' and the copies of the plans of the units agreed to be purchased by the Purchaser as approved by the concerned local authority is annexed as ANNEXURE 'C' have been annexed hereto and marked annexure 'A' 'B' 'C' respectively.

AND WHEREAS the Promoter herein have entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the Agreements 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 building/s and the Promoter accepts the professional supervision of the Architect and the structural engineer till the completion of the building/s.

AND WHEREAS the Vendor/Promoter has got approved from the concerned local authority, plans, the specification, elevation, sections and details of the buildings.

AND WHEREAS while sanctioning the said plan concerning the said local authority and or state government has laid down certain terms and conditions , stipulation and restriction which are to be observed and performed by the Promoter while developing the said property and building and 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 Vendor/Promoter has accordingly commenced the construction of the said buildings in accordance with the above said sanctioned plans.

AND WHEREAS the unit purchaser applied to the promoter for allotment to the unit purchaser commercial unit bearing No. _____ on _____ Floor admeasuring carpet area about _____ Sq ft. in project known as ' Keshav Capital' situated at S. No. 5/39 of village situated at Gram Panchayat Keshavnagar & village Mundhwa, Taluka Haveli, District Pune.

AND WHEREAS only after getting himself / herself/ themselves satisfied about the absolute and marketable title of the Promoter, the Purchaser herein approached the Promoter for allotment to the Purchaser unit bearing No. _____ on _____ Floor admeasuring carpet area about _____ Sq.ft. Project known as 'Keshav Capital' AND Promoter agreed to allot the said unit for the total/lumsum consideration of Rs. _____/-(Rs.

_____ Only). The Purchaser is aware that due to the skirting and plaster, the carpet area varies. The variation may be approximately three to four of the carpet area. The Purchaser consents for the same and is aware that the consideration being lump sum will not change and more particularly described in the Second Schedule hereunder written (hereinafter referred to as "**THE SAID unit**").

AND WHEREAS relying upon the said application, declaration, agreements, offer, and subject to whatever stated herein below the Promoter agreed to sell and allot to the Purchaser the said unit at the consideration as on the terms and conditions 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 unit to the

purchaser, being in fact these presents and also to register the said agreement under the Registration Act.

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

(1) The Promoter herein has obtained sanction of the building/s plan/s in respect of the building/s which is/are under construction on the said property and the Promoter herein shall continue to construct and complete the construction of the said building/s on the said property 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 its 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) 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 any officer of any local authority.

Provided that the Promoter shall have to obtain prior consent in writing of the purchaser/s if such alterations and modifications adversely affect the construction of the said Commercial Unit hereby agreed to be sold. The Purchaser/s herein shall have no right to withhold such permission without any reasonable cause and shall give such permission as and when required by the Promoter herein.

(3) Relying on the Purchaser's representation and the assurances, the Promoter herein agreed to sell and allot the Purchaser/s has/have agreed to purchase one unit bearing No. _____ on _____ Floor admeasuring carpet area about _____ Sq.ft. in Project known as ' **Keshav Capital** ' and more particularly described in the Schedule "II" hereunder written (hereinafter referred to as 'THE SAID UNIT / UNITS') for the total/lump sum consideration of **Rs. _____/- (Rupees Onl**

y) includes price of the common areas and facilities, appurtenant to the premises excluding all expenses separately mentioned herein below and expenses for stamp duty and registration fees and service tax, vat, infrastructure charges, MSEB Meter charges, Maintenance Charges, etc. as levied by the Promoters, which shall be paid by Purchaser separately. The carpet area of the units is taken as the total covered area of the flooring measured between wall to wall before plaster and shall include all rooms, kitchen, toilets, bathroom, WC, passages, balconies of the units etc. The built up area includes carpet area and area of the walls of the units and the proportionate area of staircase/s, passage/s, lift/s, elevations, projections, garden/s (if any) etc. 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 units which are more particularly described in the Third Schedule written hereto. The Promoter and the Purchaser agree not to question or raise any dispute about the said consideration the same having been settled on lump sum basis as a package deal after considering all aspects and other terms of the agreement.

The Purchaser/s herein shall pay the aforesaid agreed consideration to the Promoter herein in the following manner :-

At the time of execution of this agreement, purchaser has/have paid earnest amount of Rs. _____/- (Rs. _____ Only).

AND agreed to pay the balance amount as mentioned below :-

_____/-	Booking Amount (already paid.)
_____/-	Against Unit Allotment/Agreement.
_____/-	Against completion of First Slab.
_____/-	against completion of Third slab.
_____/-	against completion of Fifth slab.
_____/-	against completion of Brick work.
_____/-	against completion of Plastering.
_____/-	against completion of Flooring.
_____/-	against completion of Possession.

_____/-	Total Agreement Cost.
=====	

The Purchaser herein shall pay the aforesaid amount on due date or within seven days of receipt of written intimation to the Purchaser calling upon the Purchaser to make the payment. Payment in time is the essence of the contract.

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

(5) It is hereby declared that the Promoter is entitled to consume the F.S.I. as per the present sanctioned plan in addition to this Promoter shall be entitled to consume and utilize any additional paid F.S.I and other F.S.I including T.D.R. or any F.S.I. whatsoever in nature. The balance F.S.I. or any of additional F.S.I. as may be granted for the said property shall be consumed only by the Promoter even after the property is conveyed to the Apartment Association/Society as may be formed. The Promoter is entitled to make use of the said F.S.I., T.D.R. or any additional F.S.I. as

and when they desire. The Purchaser undertakes and hereby gives his irrevocable consent for such construction and undertakes and assure that he shall not object for any further construction as shall be carried out by the Promoter for consuming the said balance F.S.I. or any additional F.S.I. as shall be granted. The Promoter may also construct at their absolute discretion, additional floors by virtue of changes in the Development Control Rules/Bye-Laws. The Promoter shall be entitled to float FSI of the property in the present scheme to any other property and vice-versa if so permitted by the concerned authority. The Promoter shall also be entitled to use the FSI of the internal roads, road widening, open space FSI, TDR etc. on the said building and or other buildings in the layout of the said project.

(6) 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 right of the Promoter has entered into this Agreement. The Purchaser/s hereinafter shall not be entitled to raise any dispute or question the title of the Promoter 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 in respect of the unit agreed to be purchased by him as per the terms of the Agreements.

(7) 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 he/she/they is/are entitled to take in case of breach of this Agreement and also to terminate this Agreement.

(8) 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 @18% per annum, with quarterly 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 interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of the delay by the Purchaser. The amount of interest shall be informed to the Purchaser on completion of the said units.

(9) On the Purchaser/s committing default in payment on 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, VAT, service tax and any other taxes present

or in future levied by State Government and Central Govt. and also by concerned local authority and any other outgoings, deposits etc.) or 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 15 (fifteen) days' prior notice in writing, of its intention to terminate the Agreement and pointing out the breach or breaches of the terms and conditions on account of which it is intended to terminate this Agreement and the Purchaser/s has/have failed and/or neglected to rectify the breach or breaches within the period of 15 (fifteen) days of receipt of such notice.

Provided further that upon termination of this agreement, the Promoter shall refund to the Purchaser the installments or price which the Purchaser/s might have till then paid to the Promoter, but without any interest and after deducting a lump sum amount of Rs. 50,000/- towards administration and other expenses etc. The aforesaid amount shall be paid by the Promoter to the Purchaser/s after resale of the said units in the manner of receipt of consideration from new units purchaser and on such condition the Promoter shall be entitled to resell the said units and/or dispose off or otherwise alienate the same in any other manner as the Promoter in its sole discretion thinks fit.

(10) 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 in addition and without prejudice to other remedies and rights and towards reimbursement and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this Agreement being terminated by the Purchaser for any reason whatsoever, the Promoter shall be entitled to retain, withhold and forfeit a minimum amount of Rs. 50,000/- from and out of the amount so far then paid by the Purchaser to the Promoter and the Promoter shall be liable to repay only the balance amount (if any) from the amount received by the Promoter on resale of the said units. In this case reduction in price of the units will be considered as damages/loss of the Promoter in addition to other loss and expenses.

(11) The specifications of the units and the fixtures, fittings and the amenities to be provided by the Promoter to the said units or to the said building are described in the Third Schedule annexed hereto. The Purchaser also agrees not to make any demand to change the existing plans. The Purchaser shall not demand any changes in the plan of the units annexed herewith. The Promoter shall not refund any amount for deleting any items of specifications and amenities on request of the Purchaser.

(12) The Promoter herein shall give the possession of the said units to the purchaser/s within 18 (Eighteen) months from the date of this agreement and on payment 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. If the Promoter fails or neglects to give possession of the units to the purchaser on account of reasons beyond his control and of his agents as per the provisions of Section 8 of Maharashtra Ownership Units Act, by the aforesaid date or the dates prescribed in the Section 8 of the said Act, then the Promoter shall be liable on demand to refund to the purchaser the amounts already received by him in respect of the units without interest from the date the Promoter received the sum till the date the amounts and interest received 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 collected thereon is refunded by the Promoter to the 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 units 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 units on the aforesaid date, if the construction and completion of building in which the said units 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 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/licensee 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 purchaser under these presents (without prejudice to the right of Promoter to terminate this Agreement under clause 9 above);
- vii) pendency of any litigation;
- viii) any act beyond the control of the Promoter;

(13) If within a period of one year from the date of obtaining possession by the Purchaser, the Purchaser/s brings to the notice of the Promoter any defect in the Unit or the building in which the Unit / units are situated or the material used thereon 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 its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Promoter reasonable and actual cost for such defect or change. 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 Purchasers, abnormal fluctuations in the temperatures, abnormal heavy rains, etc.

Provided however, that it is agreed that the prescribed liability period under the Act shall be deemed to have commenced from the date of obtaining the Completion Certificate or from the date on which the Promoter has given the necessary intimation under this clause, whichever is earlier.

Provided further that the Purchaser/s shall not carry out any alterations of whatsoever nature in the said Units 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.

(14) The Purchaser/s shall use the said Units or any part thereof or permit the same to be used for the purpose permitted by the local authority. He/She/they shall use the garage or covered/open parking space (if allotted) only for purpose for keeping or parking the purchaser's own vehicle and in manner not inconvenient to other unit holders.

(15) The Purchaser/s along with other Purchasers of Units etc. on completion of all in the building/s shall join in forming and registering the Association of Apartment Owners / Co-op. Society and also for this purpose from time to time sign and execute the applications for registration and/or membership and other papers and documents necessary for the formation and the 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 received by the Purchaser/s, so as to enable the Promoter to register the organization of the Purchaser/s under section 10 of the Maharashtra Ownership Units (Regulation of Promotion of Construction, Sale, Management and Transfer) Rules, 1963. No objection shall be taken by the purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association if the same are required to be made by the Promoter as per their commitments to various persons.

(16) Unless prevented by circumstances beyond the control of the Promoter, it is agreed that the said property or any part thereof along with building/s constructed or to be constructed thereon shall be submitted to the provisions of Maharashtra Apartment Ownership Act 1970, and units will be conveyed by the owners and the Promoters herein within one year from and after (i) completion of construction of all buildings in the entire scheme and utilization of entire FSI and TDR, paid FSI, permissible to be utilized on the said property as per Development Control Rules (whether previously got sanctioned or not) (ii) booking and sale of all units in the scheme, (iii) acceptance of the draft of Deed of Declaration and Deed of Apartment by the parties concerned (i.e. owner, promoter and unit purchasers) by their mutual consent and (iv) after payment of all dues, amounts and considerations including stamp duty, registration charges, VAT, Service Tax and any other taxes levied by State Govt. OR Central Govt. etc. by all unit purchasers, whichever is later. This agreement itself is a Declaration by the Purchaser as provided under Maharashtra Apartment Ownership Act 1970 read with Maharashtra Apartment Ownership Rules 1972 thereby submitting their units to the provisions of the said Act.

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 decorum, beautification of the building, open ground and common amenities.

(17) It is hereby agreed that the Promoter has the exclusive right of allotment of top terraces to one or more person/s of their choice, for their exclusive use and such person/s shall have to be the owners or holders of the units. Alternatively, the developer may retain right to use & lease out the top terraces to a third party even after all the units have been allotted. The person/s to whom such top terraces are allotted shall be admitted as the members of the Association. It is hereby agreed that the areas mentioned in sub-para of the Third Schedule shall be the common amenities 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. Though the car/scooter/cycle parking areas shall be used by all the unit owners or their organization, it is the necessity and requirement of the unit purchasers that various parking spaces be got distributed among them to have orderly and disciplined use and to avoid confusion, disputes and differences among them. With this view, the promoter, on the request of the unit purchaser herein, is keeping a register/record of such designations/selections of parking/s to be done by the unit purchasers among themselves which selections are to be got confirmed by all the unit purchasers from the society or association formed by them. The Promoter has not taken any consideration for such selection. For convenience of the unit purchaser, in respect of allotment of parking area the allotment made by the Promoter shall be final and binding on the respective unit purchaser.

(18) Commencing a week after receipt of notice in writing is given by the Promoter to the Purchaser/s, that the units is ready for use and occupation, the Purchaser/s shall be liable to pay and bear from the date of possession of his units the proportionate share (i.e. in proportion to the Floor areas of the units or in lump sum monthly amount) 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 building/s. The Purchaser shall pay the said deposit amount before delivery of possession of the units. The Purchaser shall not be entitled to demand any interest on the said deposit. The Association shall, after receipt of the said deposit from the Promoter, invest the amount in any Bank or Govt. security and utilize the interest thereof for meeting the said expenses falling to the share of the Purchaser. After deducting the expenses for the aforesaid purposes, the remaining balance, if any, shall be held by the association and credited to the suspense account of the Association and if any dues or over expenses are incurred for aforesaid purpose, the same shall be proportionately paid by the Purchaser/s to the Association. In the latter event Association shall be entitled to ask for increment in the deposit amount. In the event of transfer of the units by the Purchaser (with prior permission of the Promoter or Association as the case may be), the said deposit shall not be liable to be refunded but will be transferred in the name of the new transferee. The Purchaser or persons claiming through him/her shall not be entitled to create any encumbrance or charge on the said deposit and the same shall be non-refundable. However, it is agreed that the said deposit amount deposited by the Purchaser shall be used/utilized by the Promoter for meeting the charges of building maintenance, lift, chowkidar, common amenities, facilities, etc. for which the Purchaser shall not raise any objection of whatsoever nature. Further it is understood that if the said deposit amount is insufficient for the Promoter for meeting the expenses towards the above said outgoings, then the said additional deposit amount shall be contributed and to be paid by the Purchaser proportionately as demanded by the Promoter from time to time.

(19) Before delivery of possession of the units, the Purchaser/s shall pay to the Promoter the Purchaser's share of stamp duty and the registration charges payable, if any, payable by the Purchaser on the conveyance or any document or instrument of transfer in respect of the said land and the building/s or units or admission as member etc. to be executed in favour of the Purchaser herein after adjustment of the stamp duty paid to this Agreement.

(20) The purchaser/s is/are hereby prohibited from raising any objection in the matter of allotment or sale of accommodation/Unit/units/car parking etc. by the Promoter 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.

(21) The Purchaser/s himself/herself/themselves with intention to bring all persons into whosoever hands the said units may come, doth hereby covenant with the Promoter as follows for the said units and also for the building in which the said units is situated :-

- a. --- To maintain the units at Purchaser's own cost and good tenable repair and condition from the date of possession of the units is taken and shall not do or suffered to be done anything in or to the building in which the units is situated, staircase or any passage which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the units is situated and the said units itself or any part thereof.
- b. --- Not to store in the units any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the units 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 staircases, common passages or any other structure of the building in which the units is situated, including entrance of the building in which the units is situated and in case any damage is caused to the building in which the units is situated or the units on account of negligence or default of the purchaser in this behalf, the purchaser shall be liable for the consequences of the breach.
- c. --- To carry at his/her own cost all internal repairs to the said units and maintain the units in the same condition, state and order in which it was delivered by the Promoter to the purchaser and shall not do or suffer to be done anything in or to the building in which the units is situated or the units 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 Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequence thereof to the concerned local authority and/or other public authority.
- d. --- Not to demolish or cause to be demolished the units or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the units or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the units is situated and shall keep the portion, sewers, drains, pipes in the units and appurtenances thereto in good tenable repair and condition and in particular so as to support shelter and protect the other parts of the building in which the units is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC parties or other structural members in the units 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 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 units 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 units in the compound or any portion of the land and the building in which the units is situated.
- 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 units is situated.
- h. --- To bear and pay increase in local taxes, NA taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Govt. and/or other public authority, on account of change of user of the units by the Purchaser viz. user for any purpose other than for residential purpose.
- i. --- That the Purchaser shall not let, sub-let, transfer, assign or part with purchaser interest or benefit factor of this agreement or part with the possession of the units until all the dues payable by the purchaser to the Promoter under this Agreement are fully paid up and only if the purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the purchaser has intimated in writing to the Promoter and obtained written consent thereof.
- j. --- The purchaser shall observe and perform all the rules and regulations which the association of apartment owners may adopt at its inception and the additions, alterations or amendments thereof may be made from time to time for protection and maintenance of the said building and the units therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and/or Govt. and other Public Bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment Owners the occupation and use of the units in the building and shall pay the contribution regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms in this Agreement.
- k. --- Till a Conveyance of building in which the units is situated is executed the 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 building/s or any part thereof to view and examine the state and conditions thereof.
- l. --- Not to obstruct the development work for any reason and in any way.
- m. --- In the event of the Promoter carrying out any work of additions and/or alterations as per instructions of the Purchaser 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 at his own costs and risk.
- n. --- Till a separate electric meter or a water meter is installed/allotted by the MSEB, the Purchaser herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and

water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her units.

The Purchaser/s shall in addition to the aforesaid, observe and perform the following rules and regulations :

1. Alteration work, furniture work and the like
 - 1.1 Before commencing the required work/alteration the Resident/Owner must:
 - 1.1.1 obtain prior written approval/permission from the Owner/Promoter or Ultimate/Apex Body, as the case may be, to carry out such work;
 - 1.1.2 inform the Owner/Promoter or Ultimate/Apex Body Society, as the case may be, regarding approximate time/duration that the work will go on and also in case of any change from the proposed alteration/work;
 - 1.1.3 inform the Owner/Promoter or Ultimate / Apex Body, as the case may be, the name of the contractor appointed for carrying out such work, and also obtain an undertaking from the appointed contractor and/or the Purchaser/s that neither the contractor nor his workers will waste water, dirty common areas, spit on walls and cause any nuisance to other residents of the society/building/premises, and in case of any damage caused, it would be to the cost and consequences of the contractor alone.
 - 1.2 Such work must only be carried out during designated time periods and days as decided (fixed holidays and weekends) by the Owner/Promoter or Ultimate/Apex body, as the case may be, and must not, as far as possible, disturb other residents of the society / building / premises. Time allotted for carrying out such work is from 8 a.m. to 1 p.m. and 3 p.m. to 6 p.m.
 - 1.3 Apart from the undertaking mentioned above, the Resident/Owner must personally ensure that the workers/contractors do not waste water, dirty common areas, spit on walls and cause any nuisance to other residents of the building/premises. Instruction must be given to the workers/contractor to that effect prior to commencing work.
 - 1.4 While carrying out such work, the Resident/Owner will not be allowed to make any changes whatsoever to the elevation, paint, construction of balcony walls, windows and the like of the building/premises.
 - 1.5 In the event that any grills have to be installed in windows,
 - 1.5.1 the same would have to be done from inside the premises/building and not from the outside;
 - 1.5.2 the design of the grill will have to maintain uniformity throughout the building/premises and must only be as per the designated designs, details of which are available at the site office of the Owner/Promoter or Ultimate/Apex Body.
 - 1.6 In case of Air-Conditioning (AC) units being installed, the same has to be installed only at designated places

- within the premises, and no new ducts are allowed to be created. Further, on installation of the ACs, the Resident/Owner must ensure that there is no damage caused to the exterior of the building/society.
- 1.7 No bath tubs shall be installed in the bathroom using the Solar Water connections without the written consent of the Owner/Promoter or Ultimate/Apex Body (since the Project is Green House Project).
 - 1.8 The Resident/Owner will neither be allowed to make changes to the entrance door nor any change in the external wall color.
 - 1.9 The Resident/Owner will not change/alter any internal piping/plumbing or electrical wiring, in any manner whatsoever, without the prior written approval/permission from the Owner/Promoter and/or Ultimate / Apex Body, as the case may be.
 2. For maintenance of aesthetics of the Complex/building/premises, the Resident/Owner must ensure that:
 - 2.1 There will be no flower pots kept on windows or hung in the balconies, so as to avoid any unforeseeable dangerous situation. Further, while watering the plants, it must be ensured that the dirty water does not drip on the external walls of the building/society/premises;
 - 2.2 clothes be dried only in the designated drying balcony and not on the outside balcony/open areas;
 - 2.3 No cable wires or satellite dishes to be kept hanging in the balconies. Satellite dishes to be fitted in the designated area only.
 - 2.4 entrance of common passages be free from any kind of impingement of any kind including construction material, shoes, shoe racks, grills and the like;
 - 2.5 the lift is not permitted to be used for carrying heavy materials such as plywood, marble, cement bags and the like. In case of heavy materials, only the use of staircase is permitted;
 - 2.6 double heighted terraces not be covered;
 - 2.7 while their children are playing in the designated children's playing ground, servants would not be permitted to sit on the playing equipment and must only sit on the grass or concrete benches, as provided;
 - 2.8 no person is allowed to draw graffiti on the walls, lifts and other common areas;
 - 2.9 no garbage is left outside the premises. At a pre-designated time, the housekeeping staff will pick up the garbage every morning.
 3. Car Parking
 - 3.1 The Resident/Owner will only be allowed to park in granted parking spaces;
 - 3.2 Such granted parking spaces (at no separate cost) will be specifically marked and shall be used for parking the number of car it is allowed for;
 - 3.3 The granted car parking space is to be used only for parking of vehicles, and for no other purpose whatsoever.
 4. Letting out of Premises on Lease/License

- 4.1 Premises within the building/society/premises can be let out on license or lease basis for uses as approved by the Collector, Pune. (Refer Annexure E)
- 4.2 Prior written permission of the Owner/Promoter or Ultimate / Apex Body, as the case may be, must be taken by the Owner before licensing/leasing/renting the premises to any third party;
- 4.3 An interview of the proposed Licensee/Lessee who will be using / occupying the premises will be taken by authorized members of the society;
- 4.4 If procedure is duly followed, and if all requirements are met by the Owner as well as the proposed Licensee/Lessee, the Promoter/Ultimate / Apex Body, at its discretion, will grant permission and thereby issue a No Objection Certificate to the Owner.
- 4.5 It is only after the aforesaid procedure is followed that the Owner can allow the proposed Licensee/Lessee to occupy / use the premises;
5. Control of Pets.
 - 5.1 Owner of pets must ensure that their pet does not defecate within the building/society/premises;
 - 5.2 Pets must not cause nuisance to other residents of the building/society/premises by excessive barking, causing destruction of common property and like;
 - 5.3 Owners must ensure that their pet, while outside their premises, is always on a leash and under control so as to avoid untoward incidents causing harm to others.
6. Other general rules to be followed by Residents / Owners.
 - 6.1 Refrain from brushing their teeth in the terrace and in public view;
 - 6.2 Parents should avoid sending their children (under 12 years of age) in the lift without being accompanied by an adult and should teach their children not to abuse common property of the building/society/premises;
 - 6.3 Children should not play in the society grounds during the designated hours of 2 p.m. to 4 p.m. and after 8 p.m. This is to ensure the safety of the children and for maintaining peace and quiet in the building /society /premises;
 - 6.4 The building watchman is not to be used to run personal errands. The watchmen have been specifically instructed in this regard and they are not to leave their posts unless accompanying someone to a residents' premises;
 - 6.5 Vehicles being used in the complex must be driven slowly and using the utmost care and caution. Speeding within the complex is strictly prohibited;
 - 6.6 In case of celebrations/gatherings within the premises, to ensure that there is no nuisance caused by loud patrons or loud music and also to end such parties by 10 p.m.
 - 6.7 Be generally co-operative towards other residents and neighbors, maintain peace and harmony and be conscious of keeping the environment clean and green. In the event the Purchaser/s breach any of the terms and conditions stated in clause 15 hereinabove, the Purchaser hereby undertakes to pay to the Owner/Promoter or the Ultimate/Apex Body

penalty at the rate fixed by the Owner/Promoter or the Ultimate/Apex Body without any demur and delay. It is expressly agreed by and between the parties hereto that such penalties shall become payable on each and every occasion when such terms and conditions are violated.

(22) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said units or of the said plot and building or any part thereof. The Purchaser shall have no claim save and except in respect of the units hereby agreed to be sold to him/her all the 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 Association of Apartment Owners hereinbefore mentioned.

(23) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the purchaser by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoter.

(24) The original copy of agreement is given to the Purchaser. The Purchaser 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 the Promoter will attend such office and admit execution thereof. The Promoter shall not be responsible if the Purchaser fails to register the agreement as mentioned above.

(25) 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, by Registered Post A.D./Under Certificate of Posting at his/her/their address specified hereinabove or at the address intimated in writing by the Purchaser/s after execution of this agreement.

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

(27) 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.

(28) The Promoter shall bear and pay for the expenses of the following. However the said amount shall be deposited by the Purchaser/s to the Promoter before the delivery of possession :-

- i) Rs. 7,500/- for legal charges.
- ii) Rs. _____/- for VAT charges as applicable
- iii) Rs. _____/- for Service Tax as applicable
- iv) Rs. 10,000/- for society/condominium formation.
- v) Rs. 80,000/- **for MSEB/MSEDCL expenses.**

(29) The Purchaser 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 betterment charges or development tax or educational cess or any other tax or payment of a similar nature becoming payable by the Promoter either before or after delivery of possession of the units the same shall be paid in advance either by way of deposit or advance by the Purchaser to the Promoter in proportion to the area of the units to be purchased by the Purchaser.

(30) If any tax of whatsoever in nature including cesses, charges, levies is levied by the Central/State/Semi-Govt., Corporation and/or any other authority or authorities on the sale of the units etc. and/or any of the incidents of this transaction including Vat Tax, Service Tax, Sales Tax, Tax on transfer of property in goods involved in works contracts, etc. then the Purchaser shall be liable to pay the same to the Promoter in addition to above consideration before the possession of the units. The Promoter shall not be liable to pay the same. The Purchaser shall keep the Promoter indemnified from all such liabilities/taxes/cesses etc. The Purchaser/s has/have hereby agreed to execute separate indemnity bond/s for additional liability, before taking possession of the said units.

(31) The Purchaser shall make all the payments to the Promoter by Demand Draft only or by local cheques. If the Purchaser makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoter and to the extent the said amount is credited by deducting the commission of the Bank.

(32) Provided that the Promoter does not in any way affect or prejudice the right hereby granted in favour of the Purchaser in respect of the said units and the unit purchaser shall not transfer or assign his right without prior consent of the Promoter till the purchaser pay the entire amount and there are no dues and possession of the said unit has been taken by the Purchaser. The Promoter shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said entire scheme or under this agreement or in the said building hereinafter to be constructed thereon.

(33) After the possession of the premises/building is handed over or after getting the completion certificate of the building by 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 in co-operation with the Purchasers of the other units in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.

(34) The Purchaser hereby gives his consent and has no objection for use of the remaining units wholly or in parts for office and/or any commercial purposes as may be permitted by the Promoter. Provided there are within the uses permitted by the Collector. (Refer Annexure E). The Promoter shall also be entitled to erect hoardings on the said property 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.

(35) Before delivery of possession of the said units, the Purchaser shall satisfy himself about the correctness of the area of the said units and about the quality of construction work and specifications/amenities provided. After delivery of possession the Purchaser shall not be entitled to make any complaint therefore and all the rights regarding the same shall be deemed to have been waived.

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

(37) In case of any dispute between the Promoter and the Purchaser 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 a single arbitrator to be appointed by the Promoter whose decision shall be final and binding on both the parties.

(38) The Purchaser has read the terms of the Development Agreement and other agreements in between the Promoter and Purchaser agrees that this agreement is subject to the said terms and are also binding on him.

(39) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space in front of or adjacent to the terrace units shall be allotted to the Purchaser and terraces above the canopy, top terraces of all buildings and other restricted common area if any, shall belong exclusively to the Promoter or respective purchaser of the terrace units if so allotted by the Promoter and such terrace spaces are intended for the exclusive use of the respective terrace units. The said terrace shall not be enclosed by the units purchaser till the permission in writing is obtained from the concerned local authority and the Promoter or the Association as the case may be.

(40) 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 a 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.

(41) The Promoter is entitled to display of advertisement and/or hoarding sites/neon signs, or entitled to erect of antenna or towers for cable/satellite television, wireless, paging, mobile, cellular services, on the building top terraces and derive appropriate income there from in their own rights. The Promoter shall be entitled to erect hoardings on the top terraces and to sell or let/lease the same and to receive income thereof and the property will be conveyed subject to the said right of the Promoter.

(42) Covered/Open Scooter and Car Parks are not the common areas and each car/scooter park will be allotted to specific units purchaser by the Promoter as per his choice and discretion. It is hereby agreed that the areas mentioned in sub-para 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.

(43) It is specifically agreed between the parties hereto that even if before completion of the entire scheme or sale of all units should the Association be registered/formed, then for the unsold premises/apartments/units the Promoter and the Promoter herein shall not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head.

(44) The name of the project and building shall be "Keshav Capital" and this name shall not be changed without the written consent of the Promoter. The name of the Association shall also be decided by the Promoter at his discretion.

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

(46) It is hereby made clear that furniture layout, 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.

(47) If any amount dues and payable by the Purchaser 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 or from any amount payable to the Purchaser and adjust the account accordingly and in case still there are dues from Purchaser make demand accordingly.

(48) Any exclusive use allotted by the Promoter either of the terrace, covered/open car park, open space or of any other portion shall be subject to the right of the Association and its agent 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 and if common T.V. antenna is not provided then other unit holders shall be entitled to erect their T.V. antenna (not dish antenna) 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. All terraces, open spaces, parking areas, etc. which are not allowed for exclusive use to any other person/s, shall remain for the exclusive use of the Promoter and the Purchaser herein shall not object to the same nor obstruct the Promoter from allowing such exclusive use to any other person/s.

(49) The Promoter at its discretion shall be entitled to amalgamate the said property described in the First Schedule hereunder written with the 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 thereof. The Purchaser has given the consent for the same and if required give such consent in future.

(50) The Promoter shall be entitled to use the present unutilized and/or additional built up area/FSI/TDR in respect of the said property in any other property by floating the same and/or in the same property as and when the same is permitted either by way of construction of new building or extension of the building which are presently permitted. Likewise the Promoter shall also be entitled to use FSI pertaining other property in this property as and when permitted by Town Planning Authority/Pune Municipal Corporation. The Purchaser has hereby given his irrevocable consent therefore and the Promoter shall be entitled to revise the plans, get them sanctioned from Competent Authority/Town Planning Authority/Pune Municipal Corporation, construct the additional units permitted by Town Planning Authority/PMC and to allot/sell them to various persons. The Purchaser shall have no objection for the said new allottees to be admitted as members of the Association. The Association shall get the new transferees admitted as its members. Notwithstanding anything contained in this Agreement to the contrary the Promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR as stated in above paras on any open space and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the property. 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.

(51) The Purchaser hereby irrevocably authorizes the Promoter to represent him 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. The Promoter may till the execution of the final conveyance represent the Purchaser to do all the necessary things/acts in all the departments of the Town Planning Authority, Pune Municipal Corporation, Collectorate, Road, Water, Building Tax assessment, Govt. and Semi-Govt. departments, MSEB, ULC official etc. and the same shall stand ratified and confirmed by the Purchaser herein.

(52) The Promoter herein may be constructing building on the said property in phases and the Purchaser herein undertakes not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner. The Purchaser hereby gives his irrevocable consent for revision/amendment of the building/layout or elevation plans even by shifting the locations of the buildings, open space, internal roads, position of dust bins, transformer plinths, pumping stations etc., adding new buildings and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter.

(53) It is specifically agreed between the parties that prior to issuance of completion even when the Association of all the unit holders is formed and registered and conveyance completed the Promoter and the Promoter shall and will not be liable or required to pay any transfer fee, entrance fee, or any fee or charges under any head and also shall and will not be liable or require to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold units. Also the allottees of such units shall be liable to pay maintenance from the date of allotment and delivery of possession.

(54) The Promoter is and shall be entitled to exclusively retain the open spaces in the layout in the property more particularly described in the First Schedule hereunder given and/or under the entire layout. The Promoter shall be entitled to avail of the FSI that may be granted on the said open space and construct thereon a recreation/cultural hall, club house, sports complex or any other construction as may be decided by the Promoter in its absolute discretion and retain the same for its exclusive use and ownership. The said hall etc. and open space/s shall exclusively belong to the Promoter. The Promoter at its discretion may allow the use thereof for such use and consideration as the Promoter in its absolute discretion may decide and the Purchaser has hereby given his irrevocable consent therefore.

(55) It is hereby made clear that the Promoter shall be entitled to use the marginal open space/s as an access for another building, land and allow such access to any other person/s and the Purchaser/s herein or the organization in which he will become a member shall not be entitled to object the said use by the Promoter or its nominee/s or assignee/s and the units or the property shall be covered subject to the said right of the Promoter and this term is the essence of this agreement.

(56) 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 units of the Purchaser 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 hereby consents for any temporary arrangement that may be made in the said interim period. The Purchaser 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 payable by the Purchaser for the above from the maintenance charges agrees for which the Purchaser hereby gives his consents.

(57) The Promoter is entitled to avail bank loan, cash credit facility against the said Project by mortgaging, hypothecate of the said property at his own liability excluding the unit/unit allotted to Purchaser/s. AND unit purchaser/unit purchaser with the consent of the Promoter an NOC to that effect at his/her/their (Purchaser) own risk and liability may avail housing loan for the payment of the said unit/unit and unit purchaser shall indemnify and shall keep indemnified to the Promoter that, he/her/their liability towards the said housing loan, Promoter will not held liable for the same.

(58) It is hereby made clear that the organization of all the Purchaser/Unit Holders for the said scheme shall be Association of Apartment Owners to be formed and registered under the provisions of Maharashtra Apartment Ownership Act 1970 as per the discretion of the Promoter. The Promoter may at its discretion and option decide to form an Association separately of each building/wing or jointly of all the buildings/wings in the said property. In the event of separate or more than one Association being formed, the Promoter may decide to form a separate organization/federation of such associations for the management of the common areas and facilities common between the Associations. The decision taken by the Promoter shall be final and binding on the Purchaser/s and all Associations.

(59) The consideration of the said units/accommodation as agreed between the Promoter and the Purchaser herein is as per the prevailing market rate in the subject locality, which is the true and fair market value of the said units. This agreement is executed by the parties hereto under the Maharashtra Ownership Units Act 1963 and stamp duty for this transaction is payable as per the Bombay Stamp Act 1958 Schedule-1, Article 25(d). The Purchaser/s herein has paid stamp duty along with appropriate registration fees herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the conveyance, which is to be executed by the Promoter and the Vendor / Promoter herein in favour of the Purchaser herein or in the name of the society in which the Purchaser will be the member in respect of the said units. If additional stamp duty is required to be paid at the time of conveyance the same shall be paid by the Purchaser.

FIRST SCHEDULE

(description of the said property)

All that piece and parcel of the land 1) area under amenity space admeasuring to the extent of 1121.58 sq.mtrs. or thereabout carved out of sanctioned layout 00 H.80 R. out of Survey No.5 Hissa No.1B/1 (New Survey No. 5/39) total area admeasuring 01 H.23 R. and 2) area admeasuring 00 H. 01 R. i.e. 01 Gunthe i.e. **total area admeasuring 1121.58 Sq.mtrs. situated** at Gram Panchayat Keshavnagar & village Mundhwa, Taluka Haveli, District Pune and also within the jurisdiction of Sub-Registrar Haveli is bounded as follows ::

On or towards EAST	:: By Remaining land in layout.
On or towards SOUTH	:: By 24 mtrs. wide road.
On or towards WEST	:: By property out of Hissa No. 6
On or towards NORTH	:: By Remaining land in layout.

SECOND SCHEDULE

(description of the said units/ s hop)

All that piece and parcel of premises bearing Unit **bearing No.** _____ **on** _____ **Floor admeasuring carpet area about** _____ **Sq.ft., in Project known as 'Keshav Capital'** to be constructed on the property more particularly described in the First Schedule hereinabove mentioned. The said unit is more particularly shown in the plan hereto annexed in red color boundary line. The areas mentioned above are approximate.

**THIRD SCHEDULE
SPECIFICATIONS OF THE UNIT**

- Contemporary elevation.
- Earthquake resistant R. C. C. frame structure.
- 6" Th. Bk masonry for internal and external walls.
- Sand faced cement plaster with acrylic paint for exterior and Pop finished plaster with oil bound distemper for interior walls.
- . 6 m. x .6m. vitrified tiles for flooring & vitrified tiles in office areas.
- Shutters for main entrance facing main road.
- Laminated, flush internal doors with designer laminates and mortise lock.
- Granite door frame with laminated flush door for toilets.
- Anodized aluminium sliding windows with mosquito mesh and M. S. safety grill with granite window sill.
- Standard C. P. fittings in all toilets.
- Standard sanitary wares in all toilets.
- Designer tiles up to lintel level for all toilets.
- Concealed electrical wiring with Legrand/ equivalent modular switches.
- T. V. and telephone points at appropriate locations.
- Generator backup for Common areas & Elevator.
- 1 lift and 1 staircase.

AMENITIES

- **Elegant main entrance gate and Security cabin**
- Well designed entrance lobby
- internal driveway
- Fire fighting system
- Generator backup for Common Areas.
- Branded automatic lift with generator backup
- generator back up for common lights, pumps

FOURTH SCHEDULE

- A) COMMON AREAS AND FACILITIES :
- 1) The land and the open space described in the First Schedule above (subject to the right of exclusive use of open spaces and covered/open 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 lift in the building.
 - 4) Common drainage, water and electrical lines.
 - 5) Common ground water storage tanks and overhead water Reservoir and plumbing machinery, pumps etc.
 - 6) Compound wall, fencing and gates.
- B) LIMITED COMMON AREAS AND FACILITIES:**
- 1) Partition walls between the two units shall be limited common property of the said two units.
 - 2) Other exclusive and limited common areas and facilities as mentioned in body of this agreement.
 - 3) Area under transformer.

C) RESTRICTED AREAS & FACILITIES :

1. Parking Space/s exclusively allotted and/or reserved for specific commercial unit.
2. Parking spaces under stilts of the building and parking spaces in open land shall be allotted to specific purchasers by the

Promoter as per their discretion or may be retained by the Promoter.

3. Roof Terrace allotted to specific member/s or retained by the Promoter shall be restricted area for use of the allottee / promoter.

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

SIGNED, SEALED, AND DELIVERED by the within named **OWNER/PROMOTER/DEVELOPER:-**

Sr. No.	Name and Signature	Photo	Thumb Impression
	M/S. Samarthshree Promoters & Developers, PAN NO- ABBFS 8220 J Through Its Partner Mr. Shrikrishna Manohar Dhoble		

SIGNED, SEALED, AND DELIVERED by the within named **PURCHASER/S**

Sr. No.	Name and Signature	Photo	Thumb Impression
1.			

**In the presence of :
Witnesses :-**

<p>1.</p> <p>Name</p> <p>Address :</p>	<p>2.</p> <p>Name :</p> <p>Address :</p>
---	---

**SCHEDULE ABOVE REFERRED TO
(description of property)**

All that piece and parcel of the land 1) area under amenity space admeasuring to the extent of 1121.58 sq.mtrs. or thereabout carved out of sanctioned layout 00 H.80 R. out of Survey No.5 Hissa No.1B/1 (New Survey No. 5/39) total area admeasuring 01 H.23 R. and 2) area admeasuring 00 H. 01 R. i.e. 01 Gunthe i.e. total area admeasuring 1121.58 Sq.mtrs. situated at Gram Panchayat Keshavnagar & village Mundhwa, Taluka Haveli, District Pune and also within the jurisdiction of Sub-Registrar Haveli is the subject matter for this agreement and for development.

ANNEXURE 'B'

Extract of 7/12 of the land mentioned in First Schedule

ANNEXURE 'C'

Commencement Certificate & N.A. Order

ANNEXURE 'D'

PLANS, DESIGNS AND ELEVATION OF THE AREA OF UNITS &
ALLOTTED PARKING WITH _____.

ANNEXURE 'E'

ANNEXURE 'F'

USES PERMISSIBLE IN AMENITY SPACE BY COLLECTOR PUNE.
