

AGREEMENT TO SALE

**This Agreement to Sale is made and executed on this
day of 20....., at Pune ('Agreement').**

BETWEEN

AMI ESTATES LLP,

(formerly Ami Estates Private Limited)

A limited liability partnership incorporated under the provisions of Limited Liability Partnership Act, 2008 having its Registered office at: 13-A, Surya Kiran Building, Ground Floor, August Kranti Maidan, Mumbai- 400 036
PAN No. AAVFA6827C

Represented through its Authorised Signatory

1. MR. RAJEN NEIMCHAND RAISONI

Age- 47 Years, Occupation- Business,
R/at. 6, Prabhat Vandan, Prabhat Road, Pune 4.

...HEREINAFTER REFERRED TO AS **PROMOTER/OWNERS"**

(Which expression shall unless it be repugnant to the context shall mean and include themselves, their heirs, executors, partners, administrators and assigns)

.....**PARTY OF THE FIRST PART.**

AND

1. MR/MRS.
Age:, Occupation:
PAN No.
Residing at
.....

2. MR./MRS.
Age:, Occupation:
PAN No.
Residing at
.....

...HEREINAFTER CALLED AS "PURCHASER/S"

(Which expression shall unless it be repugnant to the context shall mean and include himself/herself/themselves, his/her/their heirs, executors, administrators and assigns)

.....PARTY OF THE SECOND PART.

Property Description :- All the piece and parcel of the land admeasuring 00 Hectares 80.50 Ares carved out of Survey No. 7 Hissa No.1/1 totally admeasuring 00 Hectares 90.50 Ares and land totally admeasuring 00 Hectares 02.50 Ares bearing Survey No. 7 Hissa No.1/2, both lying, being and situate at Village Kharadi, Taluka Haveli, District Pune within the limits of Pune Municipal Corporation and within the jurisdiction of the Sub-Registrar of Assurances, District Pune; collectively admeasuring 00 Hectares 83 Ares and which is bounded as under:

On or towards the East	: By Survey No. 7 Hissa No. 2;
On or towards the North	: By Survey No. 39;
On or towards the West	: By Survey No. 8 Hissa No. 2;
On or towards the South	: By Kharadi Road and the remaining 10 Ares of the owner

hereinafter in these presents referred to as the 'said Property' more particularly described in Schedule I hereinafter

WHEREAS

- a) Pursuant to Sale Deed executed on March 05, 2007 by (1) Vishnu Nana Pathare, (2) Rambhau Nana Pathare (3) Sarubai Laxman Kadam, (4) Baydabai Vitthal Ghadge, (5) Tarabai Nivrutti Chavan, (6) Hirabai Atmaram Avhal, (7) Subhadrabai Babasaheb Kadam, (8) Balasaheb Vishnu Pathare, (9) Babita Balasaheb Walke, (10) Rajaram Vishnu Pathare, (11) Shantabai Tukaram

Shelke, (12) Sunita Baban Chavan, (13) Ravindra Rambhau Pathare, (14) Asha Sambhaji Shinde, (15) Bebi alias Ujwala Dnyaneshwar Pawle, (16) Nana Rambhau Pathare as Party of the First Part therein and (1) Ashok Phulchand Bhandari, (2) Akshay Ashok Bhandari, (3) Sadhna Ashok Bhandari, (4) Gautamchand Bhikchand Bora, (5) Vishal Gautamchand Bora, (6) Prafulla Dayaram Pipada, (7) Sunil Sudhir Kothari, (8) Saroj Sudhir Kothari, (9) Sneha Sanjay Kothari as Party of the Second Part therein alongwith (1) Rajnikant Chunilal Kothari, (2) Shankarlal Jawatrajji Mutha, (3) Vimalchand Phulchandji Oswal as Party of the Third Part therein, that the said Party of the First Part sold, transferred and conveyed an area admeasuring 00 Hectares 80.50 Ares out of land totally admeasuring 00 Hectares 90.50 Ares bearing Survey No. 7 Hissa No. 1/1 alongwith area totally admeasuring 00 Hectares 02.50 Ares bearing Survey No. 7 Hissa No. 1/2 both lying, being and situate at Village Kharadi, Taluka Haveli, District Pune (i.e. the said Property herein) to Party of the Second Part. The said Party of the Third Part as Consenting Parties gave their consent to the said transaction. The said Sale Deed is registered on even date with the office of the Sub-Registrar Haveli No. 15, Taluka Haveli, District Pune at Serial No. 1725 of 2007. Accordingly, the names of (1) Ashok Phulchand Bhandari, (2) Akshay Ashok Bhandari, (3) Sadhna Ashok Bhandari, (4) Gautamchand Bhikchand Bora, (5) Vishal Gautamchand Bora, (6) Prafulla Dayaram Pipada, (7) Sunil Sudhir Kothari, (8) Saroj Sudhir Kothari, (9) Sneha Sanjay Kothari were recorded in the owner's column of the 7/12 Extract for the years 2006-2011 of Survey No. 7 Hissa No. 1/1 for an area admeasuring 00 Hectares 80.50 Ares and in the owner's column of the 7/12 extract for the years 2006-2011 of Survey No. 7 Hissa No. 1/2 for the area admeasuring 00 Hectares 02.50 Ares vide Mutation Entry No. 16761 dated March 08, 2007.

- b) Thereafter, pursuant to Development Agreement executed on March 05, 2007 by (1) Ashok Phulchand Bhandari, (2) Akshay Ashok Bhandari, (3) Sadhna Ashok Bhandari, (4) Gautamchand Bhikchand Bora, (5) Vishal Gautamchand Bora, (6) Prafulla Dayaram Pipada, (7) Sunil Sudhir Kothari, (8) Saroj Sudhir Kothari, (9) Sneha Sanjay Kothari as Party of the One Part therein, in favour of Ami Estates Private Limited through its Directors (1) Sunil Sudhir Kothari; (2) Rajen Nemichand Rasoni as Party of the Other Part therein, that the said Party of the One Part granted the development rights in respect of the said Property in favour of Ami Estates Private Limited represented through its Directors (1) Sunil Sudhir Kothari and (2) Rajen Nemichand Rasoni at or for the consideration and on the terms and conditions more particularly mentioned therein. The said Development Agreement is registered on even date with the office of the Sub-Registrar Haveli No. 15, Taluka Haveli, District Pune at Serial No. 1728 of 2007;
- c) Pursuant to the Power of Attorney executed on March 05, 2007 by (1) Ashok Phulchand Bhandari, (2) Akshay Ashok Bhandari, (3) Sadhna Ashok Bhandari, (4) Gautamchand Bhikchand Bora, (5) Vishal Gautamchand Bora, (6) Prafulla Dayaram Pipada, (7) Sunil Sudhir Kothari, (8) Saroj Sudhir Kothari, (9) Sneha Sanjay Kothari as Party of the One Part therein in favour of Ami Estates Private

Limited represented through its Directors (1) Sunil Sudhir Kothari; (2) Rajen Nemichand Raisonni as Party of the Other Part therein, that the said Party of the One Part appointed Ami Estates Private Limited through its Directors (1) Sunil Sudhir Kothari; (2) Rajen Nemichand Raisonni as their lawful attorneys to do all acts, deeds and things more particularly mentioned therein, in respect of the said Property. The said Power of Attorney is registered on even date with the office of the Sub-Registrar Haveli No. 15, Taluka Haveli, District Pune at Serial No. 1729 of 2007;

- d) The Commencement Certificate dated November 12, 2010 bearing No. CC/2747/10 has been issued by the Pune Municipal Corporation, and accordingly Pune Municipal Corporation has allowed the commencement of work in respect of the proposed residential building to be constructed on the said Property;
- e) In response to the application dated November 24, 2010 made by Ashok Phulchand Bhandari & others through Power of Attorney Holder Ami Estates Private Limited seeking permission for conversion of use of the said Property from agricultural use to non-agricultural use the District Collector, Pune passed the Non-Agricultural Order dated February 24, 2011 bearing no. PMH/NA/SR/1020/2010 granting the permission for Non-Agricultural use of the said Property;
- f) Pursuant to the Sale Deed executed on December 05, 2011 by (1) Ashok Phulchand Bhandari, (2) Akshay Ashok Bhandari, (3) Sadhna Ashok Bhandari, (4) Gautam Bhikchand Bora, (5) Vishal Gautamchand Bora, (6) Prafulla Dayaram Pipada, (7) Sunil Sudhir Kothari, (8) Saroj Sudhir Kothari, (9) Sneha Sanjay Kothari as Party of the One Part therein and Ami Estates Private Limited represented through its Director Rajen Nemichand Raisonni as Party of the Other Part therein, the said Party of the One Part had sold, transferred and conveyed the said Property to Ami Estates Private Limited. The said Sale Deed is registered on even date with the office of the Sub- Registrar Haveli No.18, Taluka Haveli, District Pune at Serial No. 11608 of 2011. The said transaction has been recorded on the 7/12 extract for the years 2012-2013 of Survey No. 7 Hissa No.1/1 and Survey No.7 Hissa No.1/2 vide Mutation Entry No. 21011 dated June 29, 2012 and the name of Ami Estates Private Limited is mutated on the revenue records as the Owner of the said Property;
- g) Further as per the Commencement Certificate dated January 25, 2012 bearing No. CC/3844/11 issued by the Pune Municipal Corporation, the Pune Municipal Corporation has sanctioned the revised building plan and allowed the commencement of work in respect of the proposed residential building to be constructed on the said Property;
- h) Pursuant to the Certificate of Registration on Conversion bearing LLP Identity No. AAA 9440 issued by Registrar of Companies, Pune on June 1, 2012 the said Ami Estates Private Limited was converted into Ami Estates LLP i.e. the Promoter/Owner herein;
- i) As per Mutation Entry No. 21249 dated January 19, 2013 Mr. Rajen Nemichand Raisonni, of Ami Estate LLP made an

application and produced the Certificate of Registration on conversion of Ami Estates Private Limited into Ami Estates LLP, to record the name of Promoter/Owner instead of Ami Estates Private Limited in owners column of 7/12 extracts of lands bearing Survey Nos. 7/1/1 and 7/1/2. Accordingly, the name of Promoter/Owner is recorded on 7/12 extracts of in respect of the said Property;

- j) the Promoter/Owner have entered into a standard agreement with an Architect registered with the council of Architect and such agreement described by the council of Architects, the Promoter have engaged the services of Arch. Dilip Kale and M/s Subhash Shah & Associates], Registered Architect and of [M/s Sunil Mutalik and Associates] as Structural Consultants, herein for the preparation of the structural designs of the building and Promoter/Owner accepts the professional supervision of the Architect and the structural engineer till the completion of the project;
- k) by virtue of ownership the Promoter/Owner in respect of the said Property the Promoter/Owner alone has the sole and exclusive right to sell the units in the building(s) to be constructed by the Promoter/Owner on the said property and to enter into agreement with the Purchasers of the flats/Units and to receive sale price in respect thereof;
- l) the Purchaser demanded from the Promoter/Owner and the Promoter/Owner have given inspection to the Purchaser of all the documents of title relating to the said property, the order, the agreement and the plans, design and specifications prepared by the Promoter and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Constructions, Sale, Management and Transfer) Act, 1963 and the rule made there under;
- m) the copy of the certificate of title issued by M/s. Dua Associates, Pune the Advocates of the Promoter/Owner showing the nature of the title of the Promoter/Owner to the said Property on which the flats / units are constructed or are to be constructed, extracts of the 7/12 from the revenue record pertaining to Village Kharadi and the copies of the plans and specifications of the flat agreed to be purchased by the flats/units Purchaser/s approved by the concerned local authority have been annexed hereto;
- n) on the request of the Promoter/Owner, the Purchaser/s has/have carried out independent necessary search by appointing his / her / their own Advocate regarding the title and the nature of the title. The Purchaser/s has / have satisfied himself / herself /themselves in respect of the marketable title of the Promoter/Owner in respect of the said Property and. thereafter have agreed to purchase flat/unit delineated and demarcated in red colour in Annexure 'II' annexed hereto (herein referred to as the "said Flat/Unit");
- o) the Purchaser/s has / have read and understood all the terms and conditions of the Development Agreements, Deed of Assignments of Development Rights and Power of Attorneys Sale

Deeds, executed in favour of the Promoter/Owner. Also the Purchaser/s has/have read and understood all the content of the Indemnity Bonds / Undertakings etc. given by the Promoter to the Collector / Corporation or any other authority, and terms and conditions mentioned in Commencement certificate, and the Purchaser/s agrees that this Agreement is subject to the said terms and also binding on him/ her/them;

- p) The Purchaser/s is/are aware of the fact that the Promoter/Owner has entered or will enter into similar and /or separate agreements with several other purchasers, persons and parties in respect of flats/units in the said building/project to be constructed on the said Property;
- q) the Purchaser applied to the Promoter/Owner for allotment of Flat No. "....." on "....." floor, in '.....' wing in the project which is being constructed on the said property which project is known as "LE REVE";
- r) relying upon the said application declaration & agreement the Promoter/Owner agreed to sell to the Purchaser a flat at the price & on the terms & conditions herein after appearing;
- s) relying on the Purchaser/s representations and assurances and subject to the terms and conditions mentioned in this agreement, the Promoter/Owner herein has agreed to sell and the Purchaser/s herein agreed to purchase the said Flat No. "....." admeasuring carpet area about "....." **Sq.mtrs** (i.e. Sq.mts built up) along with attached terrace admeasuring "....." **Sq.mtrs** (i.e. Sq.mts built up) on "....." Floor in ----- wing in Building/Scheme "LE REVE" which flat/unit is more particularly shown delineated and demarcated in red colour in annexure "II" annexed hereto, at or for mutually concluded and agreed lump sum consideration of **Rs./- (Rs.Only)** ('**Consideration**') excluding expenses for stamp duty, registration fees, service tax, VAT, Local Body Tax (LBT) (if applicable) or any other taxes levied which shall be paid by Purchaser/s separately.. The Purchaser/s is/are aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately three to four percent. The Purchaser/s consents for the same and is aware that the Consideration being lump sum the same will not change. The Purchaser/s agree not to question or challenge the said Consideration the same having been settled on lump sum basis after considering all aspects and other terms of the agreement. Further, the Purchaser/s is/are given the right of exclusive use of car park/s number ----- on ----- floor of ----- wing building and number ----- on ----- floor of ----- wing building and allotment is made for beneficial enjoyment of the same. The Purchaser/s further agrees that he/she/they shall/will not challenge any allotment of any parking space made by the Promoter/Owner to any other purchaser/s;
- t) Under section 4 of the said Act, the Promoter/Owner is required to execute a written statement for sale of the said flat/unit to the flat/unit Purchaser/s being in fact these presents and the parties

are required to register the said agreement under Registration Act, 1908;

- u) prior to the execution of these presents the Purchaser has paid to the Promoter/Owner a sum of **Rs./-** (**Rs..... Only**) as advance of which details are as follows:-
This is 20 % of the agreement value.

Sr. No	Date	Cheque No.	Amount	Name of the Bank

being part payment of the total sale price of Flat agreed to be sold by the Promoter/Owner to the Purchaser (the payment and receipt whereof, the Promoter/Owner do hereby admit and acknowledge) and the Purchaser herein has to pay the Promoter/Owner the balance of the total sale price i.e. the balance Consideration as herein after mentioned.

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

1. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:

The Promoter/Owner has made full and true disclosure of the title of the said Property as well as the encumbrances, if any, known to the Promoter/Owner. The Promoter/Owner has also disclosed to the Purchaser/s nature of his right, title and interest and right to construct and sell building/s on the said Property. The Promoter/Owner has also given inspection of all documents to the Purchaser/s. The Purchaser/s has carried out the search and investigated the title by appointing his own Advocate in regards to his title, interest, building plans, etc. The Purchaser/s having acquainted and satisfied himself/herself/themselves with all the facts and nature of right of the Promoter/Owner and has/have entered into this Agreement. The Purchaser/s herein after shall not be entitled to challenge or question the title of the owner and the right of the Promoter/Owner to enter into this Agreement. At any stage during the implementation of the scheme the Promoter/Owner shall be at liberty to sell, assign or transfer or mortgage or otherwise deal with its title and interest in the said Property and buildings to be constructed without affecting the rights granted in favour of the Purchaser/s in respect of the flat/unit agreed to be purchased by him as per the terms of the Agreements. The Purchaser/s has/have hereby granted his/her irrevocable consent thereof.

2. ALTERATION AND MODIFICATION OF SANCTIONED LAYOUT & BUILDING PLANS:

The Promoter/Owner herein shall construct the building/s on the said Property in accordance with the plan, design and specifications approved by the concerned local authority, which have been seen and agreed by the Purchaser/s. The Purchaser/s hereby agrees and give his/her/their irrevocable consent to the Promoter/Owner to enable the Promoter/Owner to exercise his sole discretion as he thinks fit and proper and/or to carry out 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/Owner shall have to inform in writing to the Purchaser/s if such alterations and modifications adversely affect the carpet area of the said Flat/Unit of the Purchaser/s. The Promoter/Owner has made the Purchaser/s aware that the Purchaser/s hereby gives explicit no objection and irrevocable consent to the Promoter/Owner to prepare the new / revised layout and building plans even by shifting the location of the building, open space, internal roads, position of dust bins, transformers plinths, plumbing stations etc., adding new floors /building etc., of the said Property and to submit the same to the requisite authorities and obtain their sanctions and also further revise or amend the said revised plans as and when thought necessary by the Promoter/Owner or as and when required by the Promoter/Owner, and for the said purposes to sign all plans, without in any manner making the Purchaser/s liable for any costs and affecting his /her interest.

The Promoter/Owner herein may be constructing the building/s on the said Property in phases and the Purchaser/s herein undertakes not to raise any objection on any ground whatsoever & shall not obstruct the construction in any manner.

3. CONSIDERATION:

Relying on the Purchaser's representations and the assurances, the Promoter/Owner herein has agreed to sell and the Purchaser/s herein agreed to purchase Flat No "....." admeasuring carpet area about "....." Sq. Mtrs. along with the attached terrace admeasuring "....." Sq. Mtrs on "....." Floor in "....." wing in the project named "LE REVE" which Flat/Unit is delineated and demarcated in red colour on the plan annexed hereto an Annexure II at or for total lump sum consideration **Rs./- (Rs.Only)** excluding expenses for stamp duty and registration fees, VAT, Service tax, Local Body Tax (LBT) (if applicable) or any other taxes levied, which shall be paid by Purchaser/s separately. The sale of the said Flat/Unit is on the basis of the carpet area only. The Purchaser/s is/are aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately 2 to 3 percent. The Purchaser/s consents for the same and is aware that the Consideration being lump sum for the said Flat/Unit will not change. The said price includes the proportionate price of the common areas for the above Flat/Unit the same being in proportion to the built up area of the respective Flat/Unit of the Purchaser to

the total built up area of all buildings. The carpet area of the said flat is to be calculated as the clear internal area of the Flat/Unit including that for the balconies, unfinished walls, cupboards, door jams and area of column offsets. The saleable area as represented in the brochures/sale plans, shall be calculated by including proportionately the area for the staircase, lift, lobby, passage and other common areas. The room dimensions are to be measured unfinished to unfinished surface i.e. before plastering.

In addition to above Consideration the Purchaser shall liable to pay the Service Tax, VAT, Local Body Tax (LBT) at prevailing rates at actual.

The Purchaser/s shall also bear the expenses of the following:

- i) Rs./- (Rs.only) being other Legal Fees and charges;
- ii) Rs./- (Rs.only) being One time maintenance cost for a period of eighteen (18) months at the rate of Rs./- (Rs.only) per sq.ft per month;
- iii) Rs./- (Rs.only) being the Infrastructure cost towards lifts, generator sets, solar panels, fire fighting equipments, Swimming Pools, Club House, formation of Society/federation, MSEB transformer and individual meters, Society meters, compound and security systems etc;

The balance remaining part of the Consideration(i.e. 80% of the agreement value) shall be paid by the purchaser as per following schedule:-

Rs. [●]/- 45% At the time of Plinth, 11th Slab & Agreement
Rs. [●]/- 3% At the time of 12th Slab
Rs. [●]/- 3% At the time of 14th Slab
Rs. [●]/- 3% At the time of 16th Slab
Rs. [●]/- 3% At the time of 18th Slab
Rs. [●]/- 3% At the time of 20th Slab
Rs. [●]/- 3% At the time of 22th Slab
Rs. [●]/- 7% At the time of starting of Brick work
Rs. [●]/- 4% At the time of starting of Plaster & Water proofing
Rs. [●]/- 4% At the time of starting of flooring & Fittings
Rs. [●]/- 2% At the time of Possession

Total Rs. [●]/- (Rs. [●] Only)

The Purchaser's have to pay the amount of Rs. [●]/- VAT /-(Rs.Only) by Chq. No [●] Drawn on [●] dtd [●] towards VAT to the Promoter/Owner at the time of execution of this Agreement.

It is made clear and agreed by and between the parties hereto that the Promoter/Owner shall not be bound to follow, chronological order of any of the above said stages/ installments and that the Promoter/Owner shall be at complete liberty to choose the

chronology in accordance to the respective stages of the construction. The Purchaser/s agrees that the Promoter/Owner may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in such said installment. The Consideration of the said Flat/Unit is also arrived on the assurance of the Purchaser/s to abide by the above payment schedule or such payment schedule as amended by the Promoter/Owner as per the construction stages and that the same being acceptable the Purchaser/s, the Purchaser/s will not alter the same. The Purchaser/s shall make all the payments to the Promoter/Owner by Demand Draft only or by local cheques (receipt subject to realization). If the Purchaser/s makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoter/Owner and to that extent the said amount is credited by deducting the commission as levied by the Bank. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Promoter/Owner for such advance payments made by the Purchaser/s or Housing Finance Companies/Banks, etc.

It is hereby agreed that the time for payment as specified above is the essence of this Agreement 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/Owner shall be entitled to take such action as they are entitled to take in case of breach/default of this Agreement, including termination of this Agreement. Without prejudice to the rights of the Promoter/Owner to take action for breach arising out of delay in payment of the installments on the due date, the Purchaser/s shall be bound and liable to pay interest @ twenty four (24)% per annum with quarterly rests on all amounts which become due and payable by the Purchaser/s to the Promoter/Owner till the date of actual payment. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the Promoter/Owner under this Agreement, nor shall be construed as condonation by Promoter/Owner on such delay. The amount of interest shall be calculated after completion of the said Flat/Unit and the Purchaser/s has/have agreed to pay the same before possession of the said Flat/Unit being handed over to them.

4. TAXES AND OTHER LEVIES:

If at any time, after execution of this Agreement the Central Government/ State Government/ Local authority / Revenue authority / any other authority / any court / Judicial authority / quasi judicial authority by way of any Statute / rule / regulation / notification/order/ judgment executive power etc. levies any tax/duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund /betterment tax/ sales tax / transfer tax /turnover tax / works contract tax / service tax, penalties etc and put the same in force or shall be in force prospectively or retrospectively, in respect of the said Flat/Unit or

the costs and expenses for execution of the said Agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter/Owner then reimbursed) by the Purchaser/s. The Purchaser/s hereby indemnifies the Promoter/Owner from all such levies, cost and consequences. The parties hereto understand that there is some obscurity relating to the payment of Service Tax / related to the transaction in this Agreement. It is, however, agreed that the liability and responsibility to pay such Service Tax, Penalties etc and interest here on etc., shall solely be on the Purchaser/s. The Promoter/Owner shall not be liable and/or responsible for payment hereof. In the event, however if the Promoter/Owner is constrained to pay any such amount, the Purchaser/s shall be liable to reimburse the same to the Promoter/Owner together with penalty (if any) and interest from the date of such payment by the Promoter/Owner. It is agreed that the Promoter/Owner shall have the right to claim such amount(s) along with other claims of compensation/ losses/ burden undergone/ undertaken by him. It is further agreed that there shall always be a charge / lien on the said Flat/Unit in favour of the Promoter/Owner against the amount payable by the Purchaser/s to the Promoter/Owner towards the Service Tax / and/or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction.

5. TERMINATION OF AGREEMENT:

On the Purchaser/s committing default in payment on the due dates, of any of the installments or any other amounts due and payable by the Purchaser/s, the Purchaser/s committing breach of any terms and conditions of this Agreement, the Promoter/Owner shall in its sole discretion be entitled to terminate this Agreement. Provided always that the power of termination herein before contained shall not be exercised by the Promoter/Owner unless and until the Promoter/Owner has given to the Purchaser/s fifteen days prior notice in writing of the Promoter/Owner's intention to terminate this Agreement and of the breach or breaches of the terms and conditions in respect whereof it is intended to terminate this Agreement and default shall have been made by the Purchaser/s in remedying such breach or beaches within fifteen days after such notice. After a period of fifteen days from the date of such notice, if even part of the dues remains unpaid, the Agreement shall be terminated. The Purchaser/s has / have irrevocably agreed to the same, provided further that upon termination of this Agreement, the Promoter/Owner shall refund the balance, if any, to the purchaser/s the installments of the Consideration which the Purchaser might have till then paid to the Promoter/Owner, but without any interest and only after deducting ten (10) percent of the total agreed Consideration towards administration and other expenses etc. The balance amount, if any, shall be paid by the Promoter/Owner to the Purchaser/s after resale of the said Flat/Unit in the manner of receipt of consideration from new purchaser/s and on such condition the Promoter/Owner shall be entitled to resale the said Flat/Unit and/or dispose of or otherwise alienate the same in any other manner as the Promoter/Owner in its sole discretion thinks it. The Purchaser/s has / have unconditionally and irrevocably agreed to the same. The Purchaser/s shall have no claim except for repayment of the amount payable as mentioned above. On receipt of

payment the right of the Purchaser/s in the said Flat/Unit will stand extinguished. If any cancellation deed or any other document is required to be executed then in such event the Purchaser/s shall be bound to execute such cancellation deed or document and shall also be bound to be present in person before the office of Sub Registrar of Assurances for registration of such cancellation deed or any other document.

The Purchaser/s is/are also made aware that depending upon various promises and assurances given by the Purchaser/s, the Promoter/Owner has incurred and shall incur the expenditure and will make commitments to the third parties. In event of cancellation of the Agreements by the Purchaser/s for any reason whatsoever, the Promoter/Owner in addition and without prejudice to other remedies and rights and towards reimbursements and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this Agreement being cancelled by the Purchaser/s for any reason whatsoever, the Promoter/Owner shall be entitled to retain, withhold and forfeit a minimum amount of ten (10) percent of the total agreed Consideration, from and out of the amount, until then paid by the Purchaser/s to the Promoter/Owner and then the Promoter/Owner shall be liable to repay only the balance amount (if any) from the amount received by the Promoter/Owner on resale of the said Flat/Unit.

6. COVENANT TO SALE:

The said Flat/Unit is agreed to be sold, subject to:-

- ◆ Any scheme or reservation affecting the said Property or any part or parts thereof made or to be made by any Authority concerned including the terms, stipulations and conditions contained in the Agreement/s relating to the said land. Its present use as residential and/or other permissible uses;
- ◆ Any relevant and necessary covenants as may be stipulated by the Promoter/Owner for the more beneficial and optimum use and enjoyment of the said Property (i.e. the said Property together with the building being constructed thereon) in general and for the benefit of any or any part thereof including the absolute use and utilization as herein stated as to construct and sale for the benefit of any enhanced FSI / FAR or to absorb, consume, the TDR rights acquired on any portion/s of the said Property;
- ◆ All rights of water, drainage, water course, light and other easements and/or quasi easements and rights of adjoining land Owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, pathways, passages, sewers, drains, gutters, fences and other like matters. The Promoter/Owner shall not be required to show the creation of or define or apportion any burden, hereof;
- ◆ All the terms and conditions ensuring the benefit of the said person/s as contained in the Agreement/s made between them and / or the Promoter/Owner, that is the said Order/s passed under the Ceiling Act, Order of layout and/ or sub division

relating to the said Property, Order of conversion, any other orders relating to the said Property and all terms and conditions stipulated by the Promoter/Owner in respect of the common areas and facilities and amenities to be provided for the benefits of the said Property;

- ◆ For the aforesaid purpose and for all purposes of and incidental thereto, and /or for the more beneficial and optimum use and enjoyment of the various portions of the said Property and/or any part/s thereof; the Promoter/Owner shall in such manner as may be desired by the Promoter/Owner, shall be entitled to grant upon or in respects of any portion/s of the said Property, all rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, water electricity, telephone connections and/or installations and other services in the said Property and/or any part/s thereof right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the said Property and/or any part/s thereof for the more beneficial and optimum use and enjoyment of the same in such manner as may be desired by the Promoter. However the maintenance and upkeep costs of such shall be apportioned to the interested parties and the parties enjoying the benefits of such privileges and easements;
- ◆ It is hereby recorded that the consideration factor arrived at between the parties hereto under these presents is suitably priced keeping into consideration the rights and obligations reserved and vested unto each and therefore the Purchaser/s shall have no right or remedy to defer or deny any obligation or by reduction in the Consideration hereunder for any reasons whatsoever;
- ◆ The Purchaser/s shall not do or permit to be done any act or thing that may render void or voidable any insurance of the said Property/building/s or any part thereof, whereby any increased premium shall become payable or levied in respect of the insurance and if done it shall be the Purchaser/s sole responsibility to correct such act or thing and shall solely be liable to pay such losses, damages etc;
- ◆ Any natural calamity or manmade occurrences which could not have been envisaged while designing the building for which the building is not designed, any act that is detrimental to the building as a whole;
- ◆ The Promoter/Owner shall have a first charge and/lien on the said Flat/Unit in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement;

Provided That the Promoter/Owner does not in any way affect or prejudice the right/s hereby granted in favour of the Purchaser/s in respect. of the said Flat/Unit, the Promoter/Owner shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said Property or under this Agreement or in the said building/s;

- ◆ It is hereby made clear that the furniture layout, colour scheme, specifications, amenities and facilities, elevation treatment, trees, garden, lawns, etc. shown in the pamphlets, brochures, literature, films, hoardings, websites, and other promotional media are shown only for the sake of advertisement and the same are not binding on the Promoter/Owner to provide the same unless specifically mentioned and agreed in this Agreement and the same being subject to the Promoter/Owner's right/s and discretion to make such changes. The balconies as shown in the sanctioned plan may be enclosed at the Promoter/Owner discretion;
- ◆ The Promoter/Owner shall be entitled to allot by way of lease or license any portion of the said Property to any Government / Semi Government / Local authority / M.S.E.D.C.L. or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V. etc. The Purchaser/s shall not be entitled to raise any objection or grievance about the same;
- ◆ The Promoter/Owner has not undertaken any responsibility nor has agreed anything with the Purchaser/s orally or otherwise and there is no implied Agreement or covenant on the part of the Promoter/Owner other than the terms and conditions expressly provided under this Agreement.

7. RESTRICTIONS ON PURCHASER/S:

The Promoter/Owner has informed the Purchaser/s and the Purchaser/s is/are aware that the purchase of the said Flat/Unit shall be subject to all the following conditions:-

- ◆ The access to the individual Flat/Unit shall be as per the sanctioned plan and/or revised plan from time to time;
- ◆ Construction of a loft and other civil changes done internally shall be at the risk and cost of the Purchaser/s who shall not damage the basic R.C.C. structure;
- ◆ The Construction of chimneys, hanging telephone and telex wires, electric connection fax, teleprinter, computer devices which requires external wiring cables, lines, dish antennas will not be permitted except in the form prescribed by the Promoter/Owner and his/her Architect in writing;
- ◆ The installation of any grills or any doors shall only be as per the form prescribed and as per the Promoter/Owner's Architect;
- ◆ The residential Flat/Unit shall be solely utilized for the purpose or residence only and no commercial activity of any kind would be permitted therein;
- ◆ The car parking area shall not be covered/ enclosed under any circumstances;
- ◆ The Purchaser/s shall not join two adjacent Flat/Unit and shall not demolish or cause to be demolished and is denied at any

time to make any addition or alteration of whatsoever nature in or to the structure or construction of the said Flat/ Unit save and except with the prior permission of the Promoter/Owner;

- ◆ The Flat/Unit/office purchaser/s shall not demand any change in the existing plans;
- ◆ In the event of the Promoter/Owner carrying out any work of additions and/or alterations as per instructions of the Flat/Unit Purchaser/s to keep the Promoter/Owner harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Promoter/Owner shall not be bound to obtain completion /occupation certificate as per such additions or alterations which work shall be done by the Flat/Unit Purchaser/s at his, her, their own costs and risks;
- ◆ Proper phase wise construction is being executed by the Promoter/Owner. No separate fencing and/or gate will be allowed for separating any particular phase or building for whatsoever reason. All purchasers in all phase/s and building/s shall have free access to all other phases and building/s i.e. entire project.

8. USE OF FSI/TDR/FAR:

It is hereby declared that all sanctioned plan/s has/ have been shown to the Purchaser/s and the floor space index (FSI) available is shown in the said plan/s. The Promoter/Owner shall be entitled to use the present unutilized and/or additional built up area/FSI/TDR/land potential in respect of the said Property on any other land by floating FSI and/or in the same Property as and when the same is permitted either by way of construction of new buildings or extension of the buildings which are presently permitted. Likewise the Promoter/Owner shall also be entitled to use FSI pertaining to other land/s on this Property as and when permitted by authority. In this Agreement, the word FSI or Floor Area Ratio as stated here in shall have the same meaning as understood by the Planning Authority under its relevant Building Regulations or Bye-laws. The residual F.A.R.(FSI),if any, not sanctioned at the time of commencement certificate issued in relation to the said Property shall be available to the Promoter/Owner before or after conveyance to an Association of Apartment owners/Co-operative housing society/body of Flat/Unit holders of the said Property and also by virtue of amendment/s of D.C. rules and / or F.S.I. made available by way of floating F.S.I. or by way of transferable development rights (TDR) of any other land as may be utilized by the Promoter/Owner in the said Property as they may decide. The Purchaser/s has/have hereby given his/her/their irrevocable consent to the Promoter/Owner who shall be entitled to revise the plans, get them sanctioned from Pune Municipal Corporation, construct the additional units, buildings permitted by Corporation and to allot/sell them to various persons. The Purchaser/s shall have no objection for the said new allottees to be admitted as members of the Association/Co-Operative housing society/body of flat/unit holders. The Association / Co-Operative Housing Society/Body of the Flat/Unit holders shall get the new transferees admitted as its members. Notwithstanding anything contained in

this Agreement the Promoter/Owner shall be entitled to utilize any balance and/or additional FSI and/or TDR/land potential as stated herein above on any open area and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the said Property. The Promoter/Owner shall also be entitled to transfer or assign the said right/s to any other person.

The said Property and/or building/s being constructed therein shall be conveyed subject to the such right, always being with the Promoter/Owner or his assigns. It is also understood and agreed by and between the Parties hereto that the Promoter/Owner or his assignees shall have right to construct flats on the top terrace against FSI of road widening area, FSI of internal roads, TDR or any other FSI. In case the said Property or any portion of the said Property is acquired by any authority before execution of the conveyance, then the Promoter/Owner alone shall be entitled to take compensation for the same or get F.S.I. /T.D.R. in lieu of such compensation.

9. RIGHT OF CONSTRUCTION LOAN:

It is hereby expressly agreed between the parties hereto that the Promoter/Owner shall be entitled to borrow construction loan, at his own costs and risks, from any person or party including any banking/ financial institutions and for that purpose to mortgage the said Property/building/s and /or the entire construction work put up or to be put up thereon or any part thereof and such charge shall be cleared and satisfied in full by the Promoter/Owner before conveyance to the purchaser/s.

10. SPECIFICATIONS:

The specifications of the Flat/Unit and the fixtures, fittings and the amenities to be provided by the Promoter/Owner to the said Flat/Unit or to the said building are described in the Annexure "III" annexed hereto, and the Purchaser/s shall not be entitled to any additional fixtures, fittings and amenities. The Purchaser/s also agrees not to make any demand to change the plans annexed herewith. The Promoter/Owner shall not refund any amount for deleting any items of specifications and/or amenities on request of the Purchaser/s.

11. DELIVERY OF POSSESSION:

That the Promoter/Owner shall deliver the possession of the said Flat/Unit to the Purchaser/s, within a period of 24 months/years from the date of this Agreement or after obtaining completion/part completion certificate. Despite the receipt of payment of above said entire Consideration, if the Promoter, fails or neglects to give the possession of the said Flat/Unit to the Purchaser/s on account of reasons beyond its control and its agents, as per the provisions of Section 8, of the Maharashtra Ownership Flats Act, 1963, in such event the Promoter/Owner, shall be liable on demand to refund to the Purchaser/s, the amounts already received by it in respect of the said Flat/Unit with simple interest at the rate of nine (9) % per annum, from the date of the amount and interest thereon is repaid, provided that by mutual consent, it is agreed that the dispute

whether the stipulations specified in Sec. 8 have been satisfied or not will be referred to the Competent Authority who will act as the Arbitrator. Till the entire amount and interest thereon is refunded or tendered by the Promoter/Owner to the Purchaser/s, they shall be subject to the prior encumbrances, if any, and be a charge on the construction of the said properties in which the said Flat/Unit is situated or was to be situated, provided further that the Promoter/Owner, shall be entitled to reasonable extension of time for giving, delivery of the Flat/Unit on the aforesaid date and if completion of the building in which the Flat/Unit is to be situated is delayed on account of :-

- a. Non availability of steel, cement, other building Material, water or electricity supply.
- b. War, Civil Commotion or act of god.
- c. Any notice, order, rule, notification of the Government and / or other public or Competent Authority or any Decree / Order of any Court/ tribunal/authority.
- d. Any stay or injunction order from any Court.
- e. Pendency of any litigation(s)
- f. Delay or default in payment of any installment or dues by the Flat/Unit Purchaser/s. (This is without prejudice to the right of the Promoter/Owner under Clause 6 above).
- g. Delay by local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
- h. Any other circumstances beyond the control of the Promoter/Owner or force majeure.
- i. Changes in any rules, regulations by laws of various statutory Bodies and authorities from time to time affecting the development and the project.
- j. Delay in grant of any NOC/ permission/ license/ connection installment of any service such as elevators, electricity and water connection and meters to the scheme/ flat / unit / road etc. or completion certificate from any appropriate authority.

The Purchaser/s shall pay all necessary amounts, advances, deposits, service tax, VAT, Local Body Tax (LBT) (if applicable) and their dues under this Agreement and take possession of the said Flat/Unit within fifteen (15) days from intimation by the Promoter/Owner. In the event of failure on the part of the Purchaser/s to pay all amounts due and take possession of the said Flat/Unit, without any reasonable cause, the Promoter/Owner shall be entitled, without prejudice to any other remedy available under this Agreement or any enactment, and after giving a prior notice of fifteen (15) days, to terminate the said Agreement and sell the said Flat/Unit to any other person entirely at the risk as to cost and consequences of the Purchaser/s.

12. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY:

It is hereby agreed that subject to the terms of this Agreement, the Purchaser/s shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the local authority, State and/or Central government including Environment Dept.etc. at the time of sanctioning of the plans or at the time of granting completion

certificate. The Purchaser/s shall not be entitled to claim possession of the said Flat/Unit until the completion certificate in respect of the said Flat/Unit is received from the Pune Municipal Corporation and the Purchaser/s pays all dues, advances, deposits, etc. payable under this Agreement in respect of the said Flat/Unit to the Promoter/Owner and has signed the possession documents, bonds, receipts, etc. After receipt of the completion certificate from Pune Municipal Corporation the Promoter/Owner shall be absolved from or any liability in case any addition and/or alteration to the Flat/Unit by the Purchaser/s, any damage to the building by accident, any tampering with the geometrical sections of the building, lack of maintenance by the purchasers/association/Co-Operative housing society/body of flat/unit holders, any event of force majeure and any act of God.

13. CONVEYANCE:

That the Purchaser/s shall join and form a Co-operative Housing Society/company/Association of Apartment owners/body of flat/unit holders as the Promoter/Owner may decide and the Purchaser/s agree/s to join such Co-operative Housing Society, after completion of the building and on receipt by the Promoter/Owner, the amount of full consideration for all the flats/units, the Promoter, shall transfer and assign all its rights, title and interest in the said Property and the buildings thereon in favour of the said Co-operative Housing Society/ company/Association of Apartment owners/body of flat/unit holders, free from all the encumbrances, claims, demands, etc., in nature. The documents of transfer of the properties shall be prepared by the Attorney or Advocate of the Promoter/Owner. All the costs and expenses in connection with formation and/or registration of a Co-operative Housing Society shall be borne by the Promoter/Owner but the costs of preparing, engrossing and stamping the assignment, transfer deed(s), required to be executed by the Promoter/Owner as well as the Attorneys charges for preparing or approving such document, shall be borne and paid by the Purchaser/s and/or members of such Co-operative Housing Society. The Promoter/Owner may form one of more separate society/societies of residential project and separate society/societies of commercial project exclusively as per his own wish and thereafter federation of the same.

14. DEFECT LIABILITY:

If within a period as per law within a period of one year(s) from the date of obtaining/ handing over the Flat/Unit to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter/Owner any defect in the said Flat/Unit and building in which the said Flat/Unit is situated or the material used therein in the construction of the said building, then, wherever possible such defects will be rectified by the Promoter/Owner at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter/Owner reasonable charges not more than Rs. 50,000/ (Rs. Fifty Thousand Only) for repairs of the same by the third party for such defect. The word defect here means only the manufacturing defects caused on account of willful neglect on part of the Promoter/Owner and shall not mean defects caused by normal wear and tear, negligent use of Flat/Unit by the

Purchaser/s, vagaries of nature etc. Provided that it is agreed that the described liability period under the Act shall be deemed to have commenced from the date of Completion Certificate of the Flat/Unit or from the date on which the Promoter/Owner has given the necessary intimation for possession, whichever is earlier. Provided further, it is agreed that the Purchaser/s shall not carry out any alterations of whatsoever nature in the said Flat/Unit or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the RCC structure, fittings, pipes, water supply connections or any other erection in the bathroom, kitchen, toilet, WC, terrace, etc. If any of such works are carried out or any heavy load are stored in the said Flat/Unit, terrace etc., any liability including the defect liability automatically shall become void & the Purchaser/s alone shall be responsible for it. Further the Purchaser/s will / shall be liable for paying damages, if any, to the Purchasers/Owner/User of flat/unit below or any affected flat/unit. If due to the Purchaser/s or any other Purchaser/s act or negligence, the Purchaser/s Flat/Unit is damaged, the repairs shall be carried out by the party responsible for such an act and the Promoter/Owner shall not be liable for the same.

15. AREA OF FLAT / UNIT:

Before delivery of possession of the said Flat/Unit the Purchaser/s shall satisfy himself about the correctness of the area of the said Flat/Unit and about the quality of construction work and specifications provided. After delivery of the possession of the said Flat/Unit, the Purchaser/s shall not be entitled to make any complaint thereof and all the rights regarding the same shall be deemed to have been waived.

16. USE OF SAID FLAT / UNIT:

The Purchaser/s shall use the said Flat/Unit and every part thereof and/or permit the same to be used only for the purpose of residence. He / She / They shall use the allotted parking space only for the purpose of parking the Flat/Unit Purchaser's own vehicle/s.

17. RESTRICTED AREAS AND FACILITIES:

It is hereby agreed that the Promoter/Owner has the exclusive right of allotment of the different parking space to the purchasers. The Purchaser/s further agrees that he/they shall not raise any objection to the Promoter/Owner exclusive right of allotment of parking space and thereby expressly consents to such exclusive right of the Promoter/Owner till the conveyance to the purchaser/s and consents to any such allotments made or would be made by the Promoter/Owner.

It is hereby agreed that the areas mentioned except in Schedule -II, shall be the common areas and facilities and the Promoter/Owner shall be entitled to declare all other areas as restricted or reserved areas and facilities and/or alienate and dispose off other areas and facilities in such manner as the Promoter thinks it.

The Purchaser/s shall not raise any objection in the matter of allotment or sale or remaining Flat/Unit etc. in the said Property on the ground of nuisance, annoyance or inconvenience from any profession, trade or business, etc, that has been or will be permitted by law or by local authority.

The Purchaser/s shall have no claim save and except in respect of the said Flat/Unit hereby agreed to be sold in to him/her/them and all common amenities, areas and facilities as described in Schedule-II herein below will remain the property of the Promoter/Owner until the said Property and building/s is/are transferred to an Association of Apartment Owners/Co-Operative housing society/body of the flat / unit holders, Significant risks and rewards of ownership and effective control of Flat/Unit shall be deemed to have been transferred on delivery of possession though ownership and effective control of scheme shall remain with Promoter/Owner.

The Purchaser/s hereby gives his, her, their consent and has no objection for the use of the remaining units wholly or in parts for any other purpose as may be permitted by the Promoter/Owner. The Purchaser/s hereby gives his, her, their consent and has no objection towards the Promoter/Owner displaying of advertisement and/or hoarding sites/neon signs, or may allow erection of antennae/s upto completion of project.

18. SPECIAL COVENANTS:

Nothing contained in this Agreement is intended to nor shall be construed as a grant, demise or assignment in law of the said Flat/Unit or the said Property and building/s or any part thereof. The Purchaser/s shall have no claim save and except in respect. of the said Flat/Unit hereby agreed to be sold to him/her/them, the common areas and facilities as described in schedule herein below will remain the property of the Promoter/Owner until the said building/s is/are transferred to the Association of Apartment owners/Co-Operative Housing Society/body of the flat / unit holders as herein before mentioned. Significant risks and rewards of ownership and effective control of the Flat/Unit shall be deemed to have been transferred on delivery of possession though ownership and effective control of scheme shall remain with the Promoter/Owner, upto conveyance of the said Property.

It is hereby made clear that the Promoter/Owner shall be entitled to use the marginal open spaces as an access for any 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 and shall be absolved from objecting to the said use by the Promoter/Owner or its nominee/s or assignee/s and the Flat/Unit shall he conveyed subject to the said right of the Promoter/Owner and this condition is also the essence of this Agreement.

It is hereby made clear by the Promoter/Owner that the terrace space in front of or adjacent to the flats/units in the said building including terrace above the canopy, of any, shall belong exclusively to respective purchaser/s of the flats/ units if so allotted by the Promoter/Owner and such terrace spaces are intended for the exclusive use of the respective flat/unit Purchaser/s. The said terrace shall not be enclosed by the Flat/Unit Purchaser/s. The

Promoter/Owner or his, her, their assignees shall have the right to construct flat/units etc. on the terraces of the existing building and utilize any additional FSI/TDR obtained in future. It is also made clear to the Purchaser/s that the terrace space above the said building, if constructed by the Promoter/Owner at their discretion shall not be a common area but shall belong exclusively to the Promoter/Owner or to the purchaser/s of the units to whom the same will be allotted by the Promoter/Owner as per Promoter/Owner's discretion and the said terrace space is intended for the exclusive use of the Promoter/Owner or the said unit purchaser/ s.

After the possession of the Flat/Unit 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 Govt. or Municipal Corporation or any statutory authority, the same shall be carried out by the Purchaser/s in cooperation with the purchaser/s of the other flats/units in the said building at their own costs and the Promoter/Owner shall not be in any manner liable or responsible for the same.

The Purchaser/s undertake/s that if any Certificate, Order, No Objection, etc. is required to be produced by the Purchaser/s herein under any law and rules in force in any time, the same shall be produced by the Purchaser/s herein within the stipulated lime.

Provided that the Promoter/Owner does not in any way affect or prejudice the right hereby granted in favour of the Purchaser/s in respect of the said Flat/Unit, the Promoter/Owner shall be at liberty to sell, assign or otherwise deal with or dispose off their right., title and interest: in the said building / entire scheme or under this Agreement.

19. REPRESENTATION:

The Purchaser/s has/have hereby irrevocably authorized and empowered the Promoter to prepare the revised layout and building plans of the said Property and to submit the same to the requisite authorities and obtain their sanction and/or to revise the plans and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Purchaser/s liable for any costs or affecting his/her/their interest. It is made clear that no other specific permission/authority is required from the Purchaser/s for this purpose.

The Purchaser/s hereby irrevocably authorizes and empowers the Promoter/Owner to represent him before the concern authorities in all matters regarding the property tax, assessment and re-assessment and the decisions taken by the Promoter/Owner in this regard shall be binding on the Purchaser/s. The Promoter/Owner shall represent the Purchaser/s to do all the necessary things in all the departments of the Pune Municipal Corporation, Collector, Government, Semi-Govt., M.S.E.D.C.L. etc and the same shall stand ratified and confirmed by the Purchaser/s herein. If for any reason the Promoter/Owner requires Purchaser's personal representation in the form of signature then the Purchaser/s shall sign the same and shall not withhold the same for any reason whatsoever.

20. UNIT:

It is also understood and agreed by the Purchaser herein that the Flat/Unit is a single unit and the same is purchased by the Purchaser considering the total Consideration for the unit sale only, and that the areas (carpet area) of the said Flat/Unit shown in this Agreement are mentioned only to determine the valuation of the said Flat/Unit for the stamp duty/ Registration fees. The Purchaser agrees having seen the said Flat/Unit as a unit without any concern with areas and is fully satisfied with the same and have no objection whatsoever.

The Promoter/Owner agrees to sell the said Flat/Unit on One Unit basis. And the Purchaser further confirms that he has fully seen the site and is fully satisfied with the area and dimensions of the said Flat/Unit.

21. MAINTAINENCE:

The monthly maintenance will start from the date of intimation letter given to the Purchaser/s that possession for interior work is ready or any of the purchaser/s takes the possession for interiors or from the date of issuance of the completion certificate by the local authority, whichever is earlier. The Flat/Unit Purchaser/s shall be liable to bear and pay the monthly maintenance as per the proportionate share (i.e. in proportion to the floor area of the flats /units or in lump-sum monthly amount) of outgoings in respect of the said Property and building/ buildings 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. Until the Association of Apartment Owners/Co-Operative housing society/body of the flat/unit holders is formed and registered and the said Property and building/s or the administration of the building/s is handed over or transferred to it, the Flat/Unit Purchaser/s further agrees that till the Flat/Unit Purchaser's share is so determined the Flat/Unit purchaser/s herein shall pay to the Promoter/Owner or to such person as may he nominated by the Promoter/Owner provisional contribution of **Rs./- (Rs.Only)** for approximately eighteen (18) months as stated hereinbefore. The amounts so paid by the Flat/Unit Purchaser/s shall not carry any interest and remain with the Promoter/Owner or the concerned person as the case may be until a conveyance is executed in favour of the unit Purchaser/s as aforesaid. During the continuance of the scheme the maintenance charges paid by the Purchaser/s after occupying the Flat/Unit agreed to be sold to him, her, them or are, are never sufficient to cover the expenses of maintenance of the common areas and facilities since there are some unsold units from whom charges cannot be collected. If any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the flat / unit purchaser/s to the Promoters or concerned person prior to the final conveyance deed as aforesaid. The Flat/Unit Purchaser/s undertake/s to pay such provisional monthly contribution as decided by the Promoter/Owner. The Flat/Unit Purchaser/s herein has/have specifically agreed to pay his

contribution for running and maintaining the lifts/elevators (if provided in the said building) irrespective of the floor on which the flat / unit is located and also irrespective of the use of the lifts/elevators by the flat / unit purchaser/s. The Promoter/Owner is not liable to give any account of the expenses incurred for the aforesaid purposes. The Promoter/Owner shall maintain the said project until the formation of Co-operative Society / Societies / Federation or completion of project or as and when the Promoter/Owner confirms that all the work in the said project is completed whichever is earlier. In that event the Promoter/Owner calls the flat / unit holders to take the charge of the said maintenance of the said project and it will be their sole responsibility. In case flat /unit holders fails/neglects to take the charge of the maintenance of the said project, in that event the Promoter/Owner will stop the maintenance of the said project and will not be responsible for anything/ consequences arising out of the said maintenance. The Promoter/Owner at its discretion and option shall be entitled to enter into Agreement with any person / company / agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof. Even after formation of Co-operative Housing Society / Societies/ Federation, the flat/ unit holders shall be bound by the said contract.

22. CONDITIONS FOR USE & MAINTAINENCE:

The Purchaser/s for himself / herself/ themselves with intention to bring all persons into whosoever hands doth hereby covenant with the Promoter for the said Flat/Unit and also for the building in which the said Flat/Unit is situated as follows;

- ◆ To maintain the Flat/Unit at Purchaser's own cost in good tenantable repair and condition from the date of possession and shall not do or suffer to be done anything in or to the building/s, 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/s in which the Flat/Unit is situated and the Flat/Unit itself or any part thereof;
- ◆ Not to store in the Flat/Unit surrounding area any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building/s or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of building/s, including entrances of building/s and in case any damage is caused to the building/s or the Flat/Unit on account of negligence or default of the Purchaser/s shall solely be liable for the consequences of such breach;
- ◆ To carry at his own cost all internal repairs to the said Flat /Unit and maintain the Flat/Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the building or the Flat/Unit violating any rules and regulations and bye-laws of the concerned local authority or

other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

- ◆ Not to demolish or cause to be demolished the Flat/Unit or any part thereof, nor at any time make or cause to be made any addition to or alteration of whatsoever nature in or to the elevation and outside colour scheme of the building and shall keep the sewers, drains, pipes in the Flat/Unit and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building shall not chisel or any other manner damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat/Unit or construct additional walls or structures in the Flat/Unit without the prior written permission of the Promoter/Owner;
- ◆ Not to make any changes in elevation such as enclosures in terraces, dry balconies, addition of grills etc. and installations of dish antenna's without the permission of the Promoter/Owner;
- ◆ Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property, building/s and/or Flat/Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of insurance;
- ◆ Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Unit in the compound or any portion of the said Property and the building in which the Flat/Unit is situated;
- ◆ Not to dry or hang clothes in the terrace/balconies;
- ◆ Pay to the Promoter/Owner within seven days from demand by the Promoter/Owner, his share of security deposit and expenses demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the accommodation is situated;
- ◆ To bear local taxes, NA taxes, water charges, insurance and such other levies, if any, from the date of completion certificate in respect of the said Flat/Unit and also any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of permitted change of user of the said Flat/Unit by the Purchaser/s;
- ◆ The Purchaser/s shall not let, sub-let, transfer, assign or part with his/her/their interest or benefit occurring from this Agreement or part with the possession of the Flat/Unit until all the dues payable by the Purchaser/s to the Promoter/Owner under the terms and conditions stated herein are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this

Agreement and until the Purchaser/s has / have intimated in writing to the Promoter/Owner and obtained prior written permission from the Promoter/Owner and paid necessary administration charges to the Promoter/Owner, etc;

- ◆ The Purchaser/s shall observe and perform all the rules and regulations and bye-laws which the Association of Apartment Owners/Co-Operative housing society/body of the Flat/Unit holders 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/units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment Owners/Cooperative housing society/body of the flat / unit holders regarding the occupation and use of the flat/unit in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;
- ◆ The Purchaser/s shall permit the Promoter/Owner and their surveyors and agents, workmen and others, at all reasonable times, to enter into and upon the said Property and building/s or any part thereof to view and examine the state and condition thereof. The Promoter/Owner shall have such right to enter into and upon the said Property/building/ flat/unit even after the Purchaser/s is/are put into possession of the said Flat/Unit during the statutory defect liability period as mentioned hereinbefore;
- ◆ The Purchaser/s is/are hereby prohibited from altering, obstructing the external and internal structure of the building constructed as per the sanctioned plan;
- ◆ It is specifically understood that the matters related to service providers such as security services, managerial services & other service appointed by the Promoter/Owner for the Association of Owners/ Co Operative housing society/body of the flat / unit holders is entirely the responsibility & liability of the Association/ Co-Operative housing society/body of the flat / unit holders. The Apartment Association/ Co-Operative housing society/ body of the flat / unit holders has to handle all the financial and other matters with such service providers and the Promoter/Owner shall not be financially liable towards the Association/ Co Operative housing society/body of the flat / unit holders and/ or the service providers;
- ◆ The areas described in the Schedule-II hereto state common areas and facilities and which shall be for the more beneficial use and enjoyment in common with other Purchaser's. The Purchaser/s shall have no exclusive claim whatsoever in the same including all lobbies, Staircases, lifts, which will always remain the property of the association and the same, shall be for the common use for of all the flats/units purchaser/s.;

- ◆ Nothing contained in these presents shall be construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or upon the said Property or the said building/s to be constructed thereon or in any part thereof. Such confirmation shall take place only upon the execution of the conveyance mentioned herein in favour of the Purchaser/s.

As the Promoter will be applying to the concerned authorities for giving water connections for buildings and electricity meters and connections for the said flat / unit of the Purchaser/ s, if there is delay in obtaining the water and electricity connections from the concerned department then in that case the Promoter/Owner may provide electrical connections/ water supply/power supply/generator supply through any other temporary arrangements because of which if there is any improper / in sufficient/ irregular supply of water / electricity the Promoter/Owner shall not be held responsible for the same and the Purchaser/s hereby consents for any temporary arrangement that may be made in the said interim period. The Purchaser/s shall pay for the proportionate charges as demanded, determined & decided by the promoter and service tax (if applicable) thereon. Until receipt of this amount from the Purchaser/s, the Promoter/Owner shall be entitled to temporarily deduct. Any dues of such proportion or entire charges payable by the Purchaser/ s for the above from the outgoings/maintenance charges for which the Purchaser/s hereby gives his, her, their consent. The Promoter/Owner is entitled to demand charges for such temporary arrangement in advance, for 12 months, before giving possession of the said Flat / Unit till a separate electric meter or a water meter is installed/ allotted by the M.S.E.D.C.Ltd / P.M.C. and any other authority, the Purchaser/ s 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 flat / unit.

23. WAIVER:

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

24. REGISTRATION:

The Purchaser/s shall present this Agreement duly stamped at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter/Owner will attend such office and admit execution thereof.

The original of this agreement is given to the Purchaser/s. The Purchaser/s shall present this Agreement as well as any other deeds, documents etc. which are to be executed by the party hereto in pursuance of this present, at the proper registration office for registration within four months from the date of execution of this

Agreement and on intimation thereof by Purchaser/s the Promoter/Owner will attend such office and admit execution thereof the Promoter shall not be responsible if the purchaser/s fails to register the agreement as mentioned above.

25. SERVICE OF NOTICES:

All notices served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s Under Certificate/courier of Posting at his / her / their address specified in the title of this Agreement or at the address intimated in writing by the Purchaser/s after execution of this Agreement.

26. ARBITRATION:

The parties hereby agree that in the event of there being any dispute by and between the parties hereto in respect of interpretation of any of the terms and conditions herein contained as also in respect of any matter arising out of and / or touching upon these presents, and/or in regard to the carrying out of this agreement, the same shall be referred to for arbitration of a single arbitrator to be appointed by the Promoter/Owner and the decision of the arbitrator to be appointed by the Promoter/Owner and the decision of the arbitrator shall be final and binding. The proceedings shall be in Pune and in English language.

27. STAMP DUTY AND REGISTRATION FEES:

The Consideration of the said Agreement between the Promoter/Owner and the Purchaser/s herein is / are as per the prevailing market rate in the subject locality. This Agreement is executed by the parties hereto under the Maharashtra Ownership Flats Act, 1963 and the stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule 1, Article 25 (d). The Purchaser/s Herein has /have paid for stamp duty and shall pay appropriate registration fees and expenses. 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/Owner herein in favour of the Purchaser/s herein. If any additional stamp duty or other charges are required to be paid at the time of conveyance the same shall be paid by the Purchaser/s. The Purchaser/s herein has / have agreed to purchase the said flat / unit as on investor as laid down in Article 5(2) of the Bombay Stamp Act 1958 & hence it is entitled to adjust the stamp duty to the agreement against the duty payable to the agreement by the Purchaser/s herein to the subsequent Purchaser/s as per provision of the said clause Article 5(2).

The Purchaser/s declares hereby that he/ she/ they has/ have read and fully understood and agreed to the contents of this agreement and thereafter the same has been executed by the Purchaser/s.

28. PAYMENT OF FLAT AND ADDITIONAL CHARGES:

After clearing the entire Consideration in respect of the said Flat/Unit i.e. Rs./- (Rs.Only),

Maintenance of Rs./- (Rs.Only),
Infrastructure Cost of Rs./-, Legal Fees of Rs...../-
(Rs.Only) then only Purchaser/s shall take
possession from the Promoter/Owner otherwise possession will be
treated as illegal.

SCHEDULE (I) OF THE PROPERTY

All those pieces and parcels of land admeasuring 00 Hectares 80.50 Ares carved out of Survey No. 7 Hissa No.1/1 totally admeasuring 00 Hectares 90.50 Ares and land totally admeasuring 00 Hectares 02.50 Ares bearing Survey No. 7 Hissa No.1/2, both lying, being and situate at Village Kharadi, Taluka Haveli, District Pune within the limits of Pune Municipal Corporation and within the jurisdiction of the Sub-Registrar of Assurances, District Pune; collectively admeasuring 00 Hectares 83 Ares and which is bounded as under:

On or towards the East : By Survey No. 7 Hissa No. 2;

On or towards the North : By Survey No. 39;

On or towards the West : By Survey No. 8 Hissa No. 2;

On or towards the South : By Kharadi Road and the remaining 10 Ares of
the Owner

(II) SCHEDULE OF THE FLAT/UNIT

The Purchaser hereby agrees to purchase from the Promoter/Owner and the Promoter/Owner hereby agrees to sell to the Purchaser the Flat/Unit described below :-

FLAT NO - "....." ([•])

FLOOR - "....."

WING - "....."

CARPET AREA - "....." Sq.Mtrs.

TERRACE AREA - "....." Sq.Mtrs.

PARKING -Covered andSemi covered
Closed/Open

The project is called "LE REVE"

IN WITNESS THEREOF THE parties hereto have signed this agreement today at Pimpri, Pune on the day and date first herein above written. **IN PRESENCE OF**

SIGNED, SELAED AND
DELIVERED BY

M/S. AMI ESTATES LLP,
Represented through its Authorised
Signatory Mr. Rajen Raisonni

(.....Party of the First Part)
PROMOTER/OWNER

SIGNED, SELAED AND
DELIVERED BY

1. **MR/MRS. [●]**

2. **MR/MRS. [●]**

(.....Party of the Second Part)
PURCHASER/S

WITNESSES

1. Sign :
Name :
Address :

2. Sign :
Name :
Address :

LIST OF SPECIFICATION
SCHEDULE -III¹

1. Structure : Standard R.C.C. frame structure
 2. Masonry : High quality masonry CAAP 150 mm thick for external and 100 mm internal wall.
 3. Plaster : External Wall with double coat sand faced plaster and internal wall with POP finish/Gypsum finish.
 4. Flooring : 800 x 800 mm vitrified tiles for living room, kitchen & passage, Glazed tiles dado upto 7' Height for toilets & bathroom. All bedrooms with wooden flooring and anti skid flooring for bathroom
 5. Kitchen : Granite Otta with stainless steel sink & Glazed tile dado upto lintel level. Modular kitchen with drawers and cabinet Provision for hob and chimney and Aquaguard
 6. Plumbing : Concealed plumbing with imported fittings & sanitary ware or with high quality Indian make
 7. Electrification: Concealed electrification with Finolex/Polycab or equivalent ISI mark cables and anchor - Roma switches or equivalent, provision of telephones & TV connections in living & master Bed room.
 8. Doors : Decorative main entrance door. waterproof doors for bathrooms. All doors with approx. 7 feet height.
 9. Windows : Three tracks UPUC with double glazing, mosquito net & safety MS grill.
 10. Painting : Interior walls with OBD and external walls with ACE paint.
 11. Terrace : Toughened Glass Railing with SS Pipes.
 12. Air Conditioning : Provision for Spilt Air Conditioning in Living Room and Bed Rooms.
 13. Home Automation : Access card based entry from lobby, Lifts and main door of the flat.
-

To be on Letter head
Flat Allotment Letter

Date: -

To,
Shri/Smt. _____

Dear Sir/Madam,

**Subject: Allotment of Flat at “Le Reve” by Registered
Agreement of Sale Regn. No - _____ Dtd - _____
registered at Sub Registrar Haveli No - _.**

Dear Sir.

It is certified that **Mr.** _____ has been allotted Flat No. _____ by Registered Agreement of Sale Registration. No - _____ Dtd - _____ duly registered at the Office of Sub Registrar Haveli No - _____, Pune admeasuring Flat Carpet area is _____ Sq. Meter. & Adjoining Terrace area is _____ Sq. Meter on _____ Floor at Building / wing _____ in our Scheme known as “**LE REVE**” situated at S. no. 7/1/1 & 7/1/2, Kharadi, Pune 411014.

We are the Promoters of the Residential Project known as "LE REVE" under construction by us on the land admeasuring 9300 Sq.M. situated at S. no. **7/1/1 & 7/1/2, Kharadi**, Pune 411014. within the extended limits of Pune Municipal Corporation and Sub Registration, Sub District of Taluka Haveli, District Pune and the boundaries of entire land:

Bounded as follows,

East - By S. no. 7/2,

West - By S. no. 8/2

South - S. No. 39 & 18m D P Road,

North - 18m D P Road.

- The said Flat and the Building in which the same is housed shall be constructed as per the specifications and shall be provided with the Amenities which are set out in Annexure “A” hereto annexed.
- The agreed consideration amount and all other Deposits and Charges to be paid by you to us are set out in Annexure “B” hereto annexed.
- The sale of the said Flat with its appurtenances by us to you will be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations framed thereunder and the sale of the said Flat shall also be subject to and on the terms of the proforma Agreement for Sale being employed by us for sale of Flats in the said Project. Such proforma Agreement for Sale has been uploaded by us on our Profile Page in the Website of the Maharashtra Real Estate Regulatory Authority. Subject to the above, we set out certain of the principal terms and conditions of such sale in Annexure “C” hereto annexed and the Customer Information Form attached herewith Annexure ‘D’
- You shall take steps for having the Agreement for Sale in respect of the said Flat proposed to be executed by us in your favour duly franked with the proper Stamp Duty payable in respect thereof and join us in the execution and registration of an Agreement for Sale in respect of the said Flat and its appurtenances within a period of ____ days of the date of issuance of this Provisional Allotment Letter by us in your favour failing which such Provisional allotment of the said Flat in your favour shall stand cancelled and you shall have no claim or grievance against us.
- Kindly sign a copy of this Letter and return the same to us in token of your having confirmed the contents hereof. Yours Sincerely,

For AMI Estates LLP

ANNEXURE "A"

SPECIFICATIONS OF THE SAID APARTMENT (Both 1 % 2 BHK).

1. Structure : Standard R.C.C. frame structure
2. Masonry : High quality masonry CAAP 150 mm thick for external and 100 mm internal wall.
3. Plaster : External Wall with double coat sand faced plaster and internal wall with POP finish/Gypsum finish.
4. Flooring : 800 x 800 mm vitrified tiles for living room, kitchen & passage, Glazed tiles dado upto 7' Height for toilets & bathroom. All bedrooms with wooden flooring and anti skid flooring for bathroom
5. Kitchen: Granite Otta with stainless steel sink & Glazed tile dado upto lintel level. Modular kitchen with drawers and cabinet
Provision for hob and chimney and Aquaguard
6. Plumbing : Concealed plumbing with imported fittings & sanitary ware or with high quality Indian make
7. Electrification: Concealed electrification with Finolex/Polycab or equivalent ISI mark cables and anchor - Roma switches or equivalent, provision of telephones & TV connections in living & master Bed room.
8. Doors : Decorative main entrance door.
waterproof doors for bathrooms. All doors with approx. 7 feet height.
9. Windows : Three tracks UPUC with double glazing, mosquito net & safety MS grill.
10. Painting : Interior walls with OBD and external walls with ACE paint.

11. Terrace : Toughened Glass Railing with SS Pipes.
12. Air Conditioning : Provision for Spilt Air Conditioning in Living Room and Bed Rooms.
13. Home Automation : Access card based entry from lobby, Lifts and main door of the flat.

ANNEXURE "B"

Payment Schedule

1. CONSIDERATION:

Relying on the Purchaser's representations and the assurances, the Promoter/Owner herein has agreed to sell and the Purchaser/s herein agreed to purchase Flat No "....." admeasuring carpet area about "....." Sq. Mtrs. along with the attached terrace admeasuring "....." Sq. Mtrs on "....." Floor in "....." wing in the project named "LE REVE" which Flat/Unit is delineated and demarcated in red colour on the plan annexed hereto an Annexure II at or for total lump sum consideration **Rs./- (Rs.Only)** excluding expenses for stamp duty and registration fees, VAT, Service tax, Local Body Tax (LBT) (if applicable) or any other taxes levied, which shall be paid by Purchaser/s separately. The sale of the said Flat/Unit is on the basis of the carpet area only. The Purchaser/s is/are aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately 2 to 3 percent. The Purchaser/s consents for the same and is aware that the Consideration being lump sum for the said Flat/Unit will not change. The said price includes the proportionate price of the common areas for the above Flat/Unit the same being in proportion to the built up area of the respective Flat/Unit of the Purchaser to the total built up area of all buildings. The carpet area of the said flat is to be calculated as the clear internal area of the Flat/Unit including that for the balconies, unfinished walls, cupboards, door jams and area of column offsets. The saleable area as represented in the brochures/sale plans, shall be calculated by including proportionately the area for the staircase, lift, lobby, passage and other common areas. The room dimensions are to be measured unfinished to unfinished surface i.e. before plastering.

In addition to above Consideration the Purchaser shall liable to pay the Service Tax, VAT, Local Body Tax (LBT) at prevailing rates at actual.

The Purchaser/s shall also bear the expenses of the following:

- i) Rs./- (Rs.only) being other Legal Fees and charges;
- ii) Rs./- (Rs.only) being One time maintenance cost for a period of eighteen (18) months at the rate of Rs./- (Rs.only) per sq.ft per month;
- iii) Rs./- (Rs.only) being the Infrastructure cost towards lifts, generator sets, solar panels, fire fighting equipments, Swimming Pools, Club House, formation of Society/fedaration, MSEB transformer and individual meters, Society meters, compound and security systems etc;

The balance remaining part of the Consideration(i.e. 80% of the agreement value) shall be paid by the purchaser as per following schedule:-

- Rs. [●]/- 45% At the time of Plinth, 11th Slab & Agreement**
- Rs. [●]/- 3% At the time of 12th Slab**
- Rs. [●]/- 3% At the time of 14th Slab**
- Rs. [●]/- 3% At the time of 16th Slab**
- Rs. [●]/- 3% At the time of 18th Slab**
- Rs. [●]/- 3% At the time of 20th Slab**
- Rs. [●]/- 3% At the time of 22th Slab**
- Rs. [●]/- 7% At the time of starting of Brick work**
- Rs. [●]/- 4% At the time of starting of Plaster & Water proofing**
- Rs. [●]/- 4% At the time of starting of flooring & Fittings**
- Rs. [●]/- 2% At the time of Possession**

Total Rs. [●]/- (Rs. [●] Only)

The Purchaser's have to pay the amount of Rs. [●]/- VAT /-(Rs.Only) by Chq. No [●] Drawn on [●] dtd [●] towards VAT to the Promoter/Owner at the time of execution of this Agreement.

ANNEXURE “C”

Terms and Conditions

- The amounts of Goods and Service Tax, Stamp Duty, Registration Fees shown in Annexure “B” are per today’s applicable rates. The Allottee/s shall bear and pay any change in such taxes or duties from time to time as applicable or any other charges levied by Government in future before or after taking possession of the Flat.
- Payment should be made within 15 days from the date of demand by Cheque and/or Demand Draft only.
- Interest will be levied @ 12% for the delayed due payment.
- The Stamp Duty, Registration Fees and Registration Charges should be paid three days in advance before Registration of Unit Agreement.
- The Allottee/s has understood the plans and specifications of the Flat.
- The Allottee/s cancel the booking before agreement, the Promoter shall deduct the 10% amount while refunding.
- The Allottee/s agreed to pay interest free security deposit (refundable after 5 years from the possession) before taking possession of the apartment/flat towards indemnity in case of any damages or liabilities from the date of the possession.
- Transfer or Sale of the Flat is not allowed till full Flat Cost and other charges are paid and possession is taken.
- The Allottee/s has to complete the housing loan formalities and shall obtain Sanction letter before registration of Agreement to Sale. We will not be held responsible if there is delay in loan disbursement and any delay beyond 30 days, interest @12% p.a. will be charged from the Allottee/s.
- The draft copy of Agreement to Sale is kept in the office for your reference.
- All disputes shall be settled through the adjudicating officer under the Act mentioned in Clause 30 of Agreement to Sale.
- Kindly pay all amounts towards Agreement Cost / Goods and Service Tax, Stamp Duty / Registration Fees / Registration Charges by Cheques/Pay Orders/Demand drafts in the name of “_____” payable at Pune.

Bank Details :

Current Account No:

IFS Code :

MICR Code :

ANNEXURE "D"
Customer Information Form

Booking Date: - / /

1. Purchaser Name: _____
Age: _____ yrs. Occup. _____ PAN: _____
2. Purchaser Name: _____
Age: _____ yrs. Occup. _____ PAN: _____

RESIDENCE INFORMATION

ADDRESS:	
CITY & PINCODE	:
EMAIL	:
MOBILE	:

OFFICE INFORMATION

ADDRESS:	
CITY & PINCODE	:
EMAIL	:
MOBILE	:

(FOR OFFICE USE ONLY)

UNIT TYPE: _____ ,
BUILDING - UNIT NO.: _____ ,
UNIT CARPET AREA: _____ Sq.M.
AGREEMENT VALUE: Rs. _____
Booking Amount Paid **Rs.** _____ /- Cash / Cheque no. _____ dated:
/ / drawn on _____

(Signature with date)

(Signature with date)

Booking Officer: -

Purchaser: -