AGREEMENT TO SELL

THIS AGREEMENT TO SALE IS MADE AND EXECUTED ON THIS _____ DAY OF _____ 2017 AT PUNE

BETWEEN

M/S. ANAND PROPERTIES.

A Registered Private Limited Company, Registered under the provisions of Indian Companies Act, 1956, having its Office at – INDRAPRASTHA Apt, shop no-1,2,pimpri-chinchwad link road, Chinchwad, Pune-411033.

Through one of its Partner –

SHRI. SAGAR VIJAY GAWADE.

Age about – 30 years, Occupation – Business,

Address at – Vijaylaxmi , Sec – 26, Plot No- 218 A , Nigdi, Pradhikaran,

Anand properties PAN NO :- AASFA1801F

HEREIN AFTER REFERRED TO AS THE "PROMOTER/OWNER".

[which expression shall unless and repugnant to the context shall mean and include all its present and future Directors, their legal heirs, legal representatives, successors, agents, assignees etc].

--- PARTY OF THE FIRST PART.

AND

1] **SHRI.** _____

Age – ____ years , Occupation : _____,

R/at – _____

PAN NO:- _____

2] **SHRI.** _____

Age about – ____ years, Occupation – _____

R/at – _____

PAN NO:- _____

HEREINAFTER REFERRED TO AS "THE ALLOTEE/S"

(Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her/their heirs, successors, assigns, etc)

--- PARTY OF THE SECOND PART.

WHEREAS-

A] **ALL THAT PIECE AND PARCEL** of the Land bearing Survey No.183A, Hissa No.1, admeasuring about 0 Hectare 38.40 Aars i.e. 3840 Sq.mtrs out of total land admeasuring 2 Acre 16 Aars situated at Goan Ravet, Taluka Haveli, District Pune and within the limits of Sub-Registrar Haveli and within the limits of Pimpri Chinchwad Municipal Corporation and which is more particularly described in Schedule I written herein below and for the sake of convenience will be referred to as **"THE SAID LAND NO.I ";**

B] **ALL THAT PIECE AND PARCEL** of the Land bearing Survey No.182, Hissa No.3, total admeasuring 0H 4 Aars + Pot Kharaba of 1 Aar thereby totaling to 0H 5 Aars, situated at Goan Ravet, Taluka Haveli, District Pune and within the limits of Sub-Registrar Haveli and within the limits of Pimpri Chinchwad Municipal Corporation and which is more particularly described in Schedule II written herein below and for the sake of convenience will be referred to as **"THE SAID LAND NO.II";**

C] **ALL THAT PIECE AND PARCEL** of the Amalgamated Land bearing Survey No.183/A/1, admeasuring 0 Hectare 38.40 Aars i.e. 3840 Sq.mtrs + Survey No.182, Hissa No.3, admeasuring 0H 5 Aars i.e. 500 Sq.mtrs thereby totaling to 4340 Sq.mtrs, situated at Goan Ravet, Taluka Haveli, District Pune and within the limits of Sub-Registrar Haveli and within the limits of Pimpri Chinchwad Municipal Corporation and which is more particularly described in Schedule III written herein below and for the sake of convenience will be referred to as **"THE SAID SUBJECT LAND";**

D] Originally the **Said Land No.I** belonged to Shri. Aatmaram Ganpat Bhondve who acquired it by oral partition from Shri. Kashiram Aatmaram Bhondve and Mutation Entry bearing No.619 came to be carried out in that behalf;

E] Further the said Owner Shri. Aatmaram Ganpati Bhondve died in the year 1965 and after his death, the names of his legal heirs i.e. son Shri. Vitthal Aatmaram Bhondve and daughter Parvati Yelwande who became the legal owners of the Said Land and name of son Shri. Vitthal Aatmaram Bhondve came to be mutated on 7/12 Extract vide Mutation Entry bearing No.1291, Dated 10/04/1967 as Karta thereof.;

F] Further the said Shri. Vitthal Aatmaram Bhondve prepared a Private Layout of the Said Larger Land and divided it into several plots and sold many plots to different purchasers, the names of some of the purchasers are Shri. Kondiram Ganpat Dhamal, Shri. Uttam Narayan Surve, Shri. Vijay Chandrabhan Deokar, Shri. Venkatrama Chavan, Shri. Bastyav Pinto, Shri. Panchu Gopal Mondal, Shri. Keshav Narsya Chatla, Shri. Rajendra Shenpai Narkhede and others and their names are appearing on 7/12 Extract, but they are not related for the present purpose, only for the sake of convenience reference of these purchasers have been given;

G] Further after selling different plots to different purchasers referred above, the Owners were only left with the Said Land No.I. Further the said Shri. Vitthal Aatmaram Bhondve died on 27/10/2002 and was survived by his legal heirs namely sons Shri. Nandkumar Vitthal Bhondve, Shri. Raju Vitthal Bhondve, Shri. Vijay Vitthal Bhondve, Shri. Sanjay Vitthal Bhondve and daughter Sou. Chaya Raju Waghire and widow Smt. Kamlabai Vitthal Bhondve who became the legal owners of the said Scheduled Land No.I and who's names came to be mutated on 7/12 Extract vide Mutation Entry bearing No.5641;

H] Further the above referred owners excluding daughter Sou. Chaya Raju Waghire and widow Smt. Kamlabai Vitthal Bhondve, the sons have orally partitioned the Said Land No.I amongst themselves out of Shri. Nandkumar Vitthal Bhondve got 16.625 Aars of Land, Shri. Raju Vitthal Bhondve got 16.625 Aars of Land, Shri. Vijay Vitthal Bhondve got 2.575 Aars of Land and Shri. Sanjay Vitthal Bhondve got 2.575 Aars of Land;

I] Further above referred owners i.e. Shri. Nandkumar Vitthal Bhondve and others and their respective legal heirs sold the said Said Land No.I to Anand Properties represented through one of its Partners Shri. Jayawant Madhav Desai by Registered Sale deed dated 28/10/2010, restricted to their respective shares referred above which came to registered with Sub – Registrar Haveli No.5, Pune vide Serial No.10787/2010. Further the avoid any legal and technical discrepancies, said Anand Properties paid some consideration to the daughter Sou. Chaya Raju Waghire and widow Smt. Kamlabai Vitthal Bhondve and therefore they were also included as party to the said Sale deeds. In the said manner the said Anand Properties became the legal owners of the said Said Land No.I and accordingly their name came to be mutated on 7/12 Extract vide Mutation Entry bearing No.7492, dated 06/11/2010;

J] In the said manner the said M/s. Anand Properties acquired legal title over the Said Land No.I and the said M/s. Anand Properties decided to develop the Said Land No. I and float an Ownership Flats Scheme;

K] Originally **Said Land No.II** belonged to Shri. Bajirao Sahadashi Bhondve as per Phalini Bara carried of entire Survey No.182 and Mutation Entry bearing No.380 came to be effected;

L] Shri. Bajirao Sahadshi Bhondve died on 17/02/1943 and he was survived by his only legal heir i.e. Shri. Shankar Bajirao Bhondve and accordingly his name came to be incorporated on 7/12 Extract as Owner thereof;

M] Thereafter Shri. Shankar Bajirao Bhondve died on 01/12/1982. Upon his death he was survived by his Class I Legal Heirs namely daughter Indubai Sitaram Gote and widow Anusaya Shankar Bhondve and accordingly their names came to be incorporated on 7/12 Extract as Joint Owners thereof;

N] Thereafter Indubai Sitaram Gote and Anusaya Shankar Bhondve jointly sold the Said Land to Shri. Nandkumar Bhalchandra Bhondve vide Registered Sale deed dated 01/08/1991, which came to be registered with Sub – Registrar Haveli No.2, Pune vide Serial No.12282/1991 and accordingly the name of Shri. Nandkumar Bhalchandra Bhondve came to be mutated on 7/12 Extract as Owner thereof;

O] Shri. Nandumar Bhalchandra Bhondve further sold the Said Scheduled Land to Anand Properties represented through one of its Partners Shri. Jaywant Madhav Desai vide Registered Sale deed dated 18/05/2012, which came to be registered with Sub – Registrar Haveli No.5, Pune vide Serial No.5165/2012 and accordingly their name came to be mutated on 7/12 Extract;

P] In the said manner the said M/s. Anand Properties acquired legal title over the Said Land No.II and the said M/s. Anand Properties decided to develop the Said Land No. II and float an Ownership Flats Scheme;

Q] The Promoter/Owner herein through their Architect namely **Shri.Gautam shah** prepared and submitted the Layout Plans and Building plans to the Pimpri Chinchwad Municipal Corporation which issued Commencement Certificate bearing No. BP/RAVEAT/LAYOUT/20/2012, Dated 04/07/2012 for the Survey No.183/A/1;

R] Thereafter Non – Agricultural Permission bearing No. PMH/NA/SR/786/2012, Dated 03/01/2013 came to be issued by Collectorate Office, Revenue Department for the Land bearing Survey No.183A/1;

S] Thereafter Demarcation of the Said Land No.I and Said Land No.II was carried out vide Demarcation Register No.3892/2013, Dated 24/07/2013;

T] Thereafter Building Plans bearing Commencement Certificate No.BP/RAVEAT/LAYOUT/20/2012, Dated 04/07/2012 came to be revised vide Revised Commencement Certificate bearing No.BP/RAVEAT/25/2014, Dated 26/05/2014, Dated 26/05/2014 which shows that Said Land No.I and Said Land No.II is amalgamated as Survey No.183/A/1+ 182/3 totally admeasuring 4340 Sq.mtrs i.e. **Said Subject Land No.III;**

U] Thereafter NOC for change in user bearing No. NA/SR/IV/266/2015, Dated 27/10/2015 came to be issued by Collectorate Office, Revenue Department for the Land bearing Survey No.182/3;

V] Thereafter again the Layout plans and Building plans came to be revised and revised Commencement Certificate bearing No. BP/LAYOUT/RAVEAT/82/2015, Dated 07/11/2015 came to be issued by Pimpri Chinchwad Municipal Corporation;

W] The Promoter/Owner got the Building Plans sanctioned from Pimpri Chinchwad Municipal Corporation and taken requisite permissions from various offices in respect of said Scheme;

X] The Promoter/Owner have proposed to construct on the Said Subject Land multistoried building of parking + 6 floors (hereinafter referred to as 'The Said Building/s');

Y] The Promoter/Owner have entered into standard agreement with Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects, whereas the Promoter/Owner have appointed a Structural Engineer namely **3D Prime Designers** and Associates for the preparation of the Structural Design and drawings of the Building/s and the Promoter/Owner accept the professional supervision of the Architect and the Structural Engineer till the completion of the building/s;

Z] The Promoter/Owner alone have the sole and exclusive right to sell the Flats/Shops in the said Building/s to be constructed by them on the Said Subject Land and to enter into agreement/s with the Allottee/s of the Flat and to receive the sale price in respect thereof;

AA] The Party of the First Part is the Promoter/Owner herein and Party of the Second Part herein is/are the Allottee/s.

AB] The Allottee/s demanded from the Promoter/Owner and the Promoter/Owner have given inspection to the Allottee/s of all the documents of title relating to the Said Subject Land and the plans, designs, and specifications prepared by the Promoter/Owner Architect **Shri.Gautam shah** and of such of other documents as are specified under the Real Estate Regulation Act,2016 [RERA], (hereinafter referred to as the SAID ACT) and the rules made thereunder;

AC] The copies of Certificate of Title issued by the Attorney at Law or Advocate of the Promoter/Owner copies of the Property Card or extract of village forms VI or VII & XII or any other relevant revenue record showing the nature of the title of the Promoter/Owner to the Said Subject Land on which the Flats/Shops are to be constructed and plans and specification of the agreed Flat to be purchased by the Allottee/s duly approved by concerned local authority i.e. Pimpri Chinchwad Municipal Corporation have been separately given;

AD] The Promoter/Owner have got approved from the concerned local authority i.e. Pimpri Chinchwad Municipal Corporation the plans the specifications, elevations, sections and details of the Said Building/s ;

AE] While sanctioning the said plans concerned local authority i.e. Pimpri Chinchwad Municipal Corporation, and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter/Owner while developing the Said Subject Land and the Said Building/s and upon due observance and performance of which only the completion and occupation certificate in respect of the Said Building/s shall be granted by the concerned local authority ;

AF] The Allottee/s applied to the Promoter/Owner for allotment of the **Apartment bearing No.** ____ in **"____" Building** on the _____ **Floor,** admeasuring **area** _____ **Sq.ft i.e.** _____ **Sq.mtrs Carpet Area Up + Terrace admeasuring** _____ **Sq.ft i.e. _____ Sq.mtrs Carpet Area in the scheme titled as "SILVER OAK"** intended to be constructed on the Said Subject Land and which is more particularly described in the Schedule VI hereunder written;;

AG] Prior to the execution of these presents the Allottee/s has/have paid to the Promoter/Owner a sum of Rs._____ (Rupees _____ only) (not exceeding 10% of the

total consideration) as advance payment in compliance with clause 13(1) of the said Act), being part payment of the sale price of the Apartment agreed to be sold by the Promoter/Owner to the Allottee/s as advance payment or earnest money deposit, or holding amount or application fee (the payment and receipt whereof the Promoter/Owner both hereby admit and acknowledge) and the Allottee/s agreed to pay to the Promoter/Owner the balance of the sale price in the manner hereinafter appearing;

AH] The Promoter/Owner has registered the said Project under the provisions of the said Act with the Real Estate Regulatory Authority on _____ bearing Registration No._____; the authenticated copy of the same is annexed hereto and marked as **ANNEXURE-H**;

AI] Under section 13 of the said Act the Promoter/Owner is required to execute a written Agreement for sale of said Apartment with the Allottee/s, being in fact these presents and to register the said Agreement under the Registration Act, 1908;

AJ] In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Owner hereby agrees to sell and the Allottee/s hereby agree to purchase the said Apartment and the parties hereto therefore have executed this Agreement for sale to witness the terms and conditions thereof and in compliance with Section No.13 of the said Act, as under:-

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1] The Promoter/Owner shall construct the said Building/s consisting of P + 6 floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2] The Promoter/Owner does hereby agree to sell, transfer and otherwise convey in the manner hereinafter mentioned, the said **Apartment bearing No.**

____ in **"____" Building** on the _____ **Floor,** admeasuring **area** _____ **Sq.ft i.e.** _____ **Sq.mtrs Carpet Area Up + Terrace admeasuring** _____ **Sq.ft i.e.** _____ **Sq.mtrs Carpet Area in the scheme titled as "SILVER OAK"** Project to be constructed / being constructed/constructed on the said Subject Land unto and in favour of the Allottee/s herein, subject to the terms and conditions hereof and the Allottee/s does hereby agrees to purchase the same from the Promoter/Owner for and at the consideration of Rs. _____/- (_____) Excluding Rs. _____/- being the proportionate price of the common areas,MSEB Charges and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. The consideration amount to be paid in the manner provided in the clause No.5 hereof.

3] The above consideration excludes Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the said Apartment and the above consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter/Owner undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter/Owner shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

4] If at any time, after execution of this agreement the Central Government/State Government/Local Authority/Revenue Authority/any other authority/any Court/Judicial Authority/Quasi Judicial Authority by way of any Statute/Rule/Regulation/Notification/ Order/Judgment/Executive Power etc levies any tax/duty/charges/premium/levies/cess /surcharge/demands/welfare fund or any fund/betterment tax/sales tax/transfer tax/ turnover tax/works contract tax/service tax, VAT, Local Body Tax [LBT], Goods and Services Tax [GST], penalties etc and put in force or shall be in force prospectively or retrospectively, in respect of the Said Flat or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid [and if the same is paid by the Promoter/Owner then reimbursed by the Allottee/s. The Allottee/s hereby indemnifies the Promoter/Owner from all such levies,

cost and consequences. It is agreed that the liability and responsibility to pay such Service Tax/VAT, LBT, Goods and Services Tax [GST], penalties and interest thereon etc shall solely be on the Allottee/s. Further the Tax Deductible at Source shall also be paid by the Allottee/s. The Promoter/Owner shall not be liable and/or responsible for payment thereof. In the event, however, if the Promoter/Owner is constrained to pay any such amount, the Allottee/s shall be liable to reimburse the same to the Promoter/Owner together with penalty [if any] and interest from the date of payment by the Promoter/Owner. It is agreed that the Promoter/Owner shall have the right to claim such amount along with the other claims of compensation/losses/burden undergone/undertaken by him. It is further agreed that there shall always by a charge/lien on the said Apartment in favour of the Promoter/Owner against the amount payable by the Allottee/s to the Promoter/Owner towards the Service Tax/VAT, GST and/or any other tax, duty, charge, premium, levies, cess, surcharge, penalties, etc regarding to this transaction. Further the Allottee/s has/have agreed that they are liable to pay the TDS amount upon execution of this Agreement.

5] In consideration thereof, the Allottee/s paid and/or agreed to pay the above said consideration for the purchase of the said Apartment to the Promoter/Owner and the Promoter/Owner agreed to accept the same from the Allottee as per the Payment Schedule referred herein under –

Payment Details –

a]	Before execution of the Agreement [10%]	Rs._____/-
b]	After execution of the Agreement within days [20%]	Rs._____/-
c]	On Completion of Plinth [15%]	Rs._____/-
d]	On Completion of slabs including podiums and stilts [25%]	Rs._____/-
e]	On Completion of walls, internal plaster, floorings, doors and windows [5%]	Rs. _____/-
f]	On Completion of sanitary fittings, staircases, lift wells, lobbies upto the floor level [5%]	Rs. _____/-
g]	On Completion of the external plumbing and	Rs. _____/-

	external plaster, elevation, terraces with waterproofing [5%]	
h]	On Completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobbys, plinth protection, paving of areas appertain and all other requirements as prescribed in the Agreement [10%]	Rs._____/-
i]	At the time of handing over possession or after receipt of occupancy certificate of completion certificate [5%]	Rs._____/-
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	Total	**Rs._____/-**
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6] The Promoter/Owner may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s as per the aforesaid payment schedule. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter/Owner.

7] The Promoter/Owner shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Building/s is/are complete and the Occupancy Certificate is granted by the Pimpri Chinchwad Municipal Corporation, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Owner. If there is any reduction in the carpet area within the defined limit then Promoter/Owner shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter/Owner shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause No.1 of this Agreement.

8] The Allottee/s authorizes the Promoter/Owner to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter/Owner may in its sole discretion deem fit and

the Allottee/s undertakes not to object/demand/direct the Promoter/Owner to adjust his payments in any manner.

9] Time is the essence for the Promoter/Owner as well as the Allottee. The Promoter/Owner shall abide by the time schedule for completion the project and handing over the Apartment to the Allottee and common areas to the Association of the Allottee/s or the Society as the case may be after receiving the occupancy certificate or the completion certificate or both as the case may be. The amount to be paid by the Allottee/s to the Promoter/Owner as agreed above shall be the essence of the contract. In case of default committed by the Allottee/s in payment within stipulated time of any amount due under this Agreement (including but not limited to his/her/their proportionate share of service charge and/or taxes levied by concerned local authority and other outgoings) and/or on the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoter/Owner shall be entitled to terminate this Agreement by giving a 15- day notice to the Allottee/s for rectification of default by sending Email at the email address provided by the allottee and by sending letter by Register Post Acknowledgment Due [RPAD]. If the Allottee/s fail to pay the amount defaulted or fail to rectify default under any terms within the said period of 15 days, this Agreement shall stand automatically terminated and cancelled without any further notice from the Promoter/Owner to the Allottee/s. Immediately after default and termination as above the Promoter/Owner shall be entitled to dispose-off the said Apartment to any third party of his choice and to receive consideration thereof by executing and registering necessary Agreement (subsequent sell) and for that the Allottee/s hereby grant his express consent to and in favour of the Promoter/Owner to carry out such subsequent sell. The Promoter/Owner shall refund the amount till then received from the Allottee/s without any interest thereon within a period of 30 days, by deducting; (i) an amount of Rs. nill /- (Rupees _____ Only) towards damages suffered due to default and/or cancellation in addition to an interest (as specified in the Rules of the said Act) payable on outstanding amount due from the Allottee/s till the date of such subsequent sell and, (ii) the Stamp Duty, Registration charges, cost of extra work etc. paid in respect of the said Apartment. Provided that the Allottee/s executes a formal Cancellation Agreement and gets the same registered within 30 days of such termination. In the event if the Allottee/s fail to execute and register the Cancellation Deed in favour of the Promoter/Owner, the Promoter/Owner shall be entitled to keep the refundable amount as “Fixed Deposit” in any Bank/Financial institution until the Allottee/s execute and register the Cancellation Deed. The Promoter/Owner shall not be liable to pay to the Allottee/s any interest on the amount so refundable upon termination of this agreement. No interest on the amount so kept as Fixed Deposit shall be payable to the Allottee/s. The cost of Stamp Duty, Registration fees and

ancillary charges in respect of the said Cancellation Deed shall be borne by the Allottee/s alone. The Allottee/s hereby expressly agrees and understands that if within a stipulated period of notice the Allottee/s has not executed and registered Cancellation Deed in favour of the Promoter/Owner, the Promoter/Owner shall be entitled to file declaration suit before the Competent Court and get Decree of Cancellation at the cost and consequence of the Allottee/s and furthermore the Promoter/Owner shall have right to deduct all such costs and expenditures required to obtain such cancellation decree from the said refundable amount kept in the fixed deposit as envisaged hereinabove.

It is further agreed between the Parties that in case if the Allottee/s want to terminate this Agreement of his own, for any reason whatsoever, the Allottee/s shall give the Promoter/Owner a 15 days prior written intimation to that effect and shall execute and register a necessary Deed of Cancellation in respect of the said Apartment in favour of the Promoter/Owner within 15 (fifteen) days thereafter. Once this Cancellation Deed is registered, the Allottee/s shall cease to hold any right, title and interest over the said Apartment forthwith and the Promoter/Owner shall be entitled to dispose off the said Apartment to any third party of his choice and to receive consideration therefor by executing and registering necessary Agreement (subsequent sell) without consent of the Allottee/s. The Promoter/Owner shall refund the amount till then received from the Allottee/s without any interest thereon within a period of 30 days, by deducting; (i) an amount of Rs. nill /- (Rupees _____ Only) towards damages suffered due to default and/or cancellation in addition to an interest (as specified in the Rules of the said Act) payable on outstanding amount due from the Allottee/s till the date of such subsequent sale and, (ii) the Stamp Duty, Registration Charges, cost of extra work etc. paid in respect of the said Apartment. The cost of Stamp Duty, Registration Fees and ancillary charges in respect of the said Cancellation Deed shall be borne by the Allottee/s alone. The Allottee/s hereby expressly agree and understand that if within a stipulated period of 15 (fifteen) days the Allottee/s does not execute and register the said Cancellation Deed in favour of the Promoter/Owner, the Allottee/s shall be liable to fulfill all his obligations and responsibilities under this agreement including payment of balance price.

10] Without prejudice to the rights of the Promoter/Owner under clause (9) above, in case of the Allottee/s committing default or delay in payment of any of the amount due and payable by the Allottee/s, the Allottee/s shall pay interest thereon to the Promoter/Owner as specified in the Rules of the said Act i.e. @ of 10% of lending rate of State Bank of India + 2% on all amounts which become due and payable by the Allottee/s to the Promoter/Owner under the terms of this agreement

from the date on which the said amount/s become payable by the Allottee/s to the Promoter/Owner till the Promoter/Owner receives and/or recovers all such arrears including up-to-date interest, if any, thereon. Further, the Allottee/s shall strictly observe payment schedule and shall be punctual in payments of all installments and other incidental payments including deposits if any.

11] The Promoter/Owner shall have first and permanent lien and charge upon the said Apartment and the right, title and interest of the Allottee/s therein for all moneys due and payable by the Allottee/s to the Promoter/Owner under this agreement.

12] The Promoter/Owner shall construct on the said Land the said Building/s in accordance with plans, designs and specifications as seen and approved by the Allottee/s prior to the execution of this agreement and duly approved by the Planning Authority with such variations and modifications as the Promoter/Owner in their absolute authority may consider expedient. Provided that the Promoter/Owner shall have to obtain prior consent in writing of the Allottee/sin respect of variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

13] The Promoter/Owner hereby agrees to observe, perform and comply with all terms, conditions, stipulations and restrictions, if any, which have been imposed by the public bodies, various Government departments, authorities, including planning authority at the time of sanctioning the Building Plans or thereafter. The Promoter/Owner shall, before handing over possession of the said Apartment to the Allottee/s obtain from the concerned local authority Completion/Occupation Certificate in respect inter alia of the said Apartment. The terms, conditions, stipulations and restrictions imposed by the concerned authorities (including environment) at the time of sanctioning the building plans or thereafter shall also be binding on the Allottee/s herein and all Allottee/s of the Apartments of the said Project and the body of apartment allottees, as far as they are applicable to them.

14] The Promoter/Owner shall give possession of the said Apartment to the Allottee/s on or before end of **August 2017** provided all amounts due and payable by the Allottee/s are paid to the Promoter/Owner prior to such possession. The Promoter/Owner shall be entitled for reasonable extension of time for offering possession of the said Apartment beyond the aforesaid date if the completion of construction of the said Apartment is delayed on account inter alia of (a) war, civil commotion or act of God; (b) any notice, order, rule notification of the Government

and/or public or competent authority including any Court of Law. The Allottee/s agrees not to raise any objection and agrees to make payment of all installments as per the work progress even if the Promoter/Owner completes the said Building/ Project substantially earlier than the aforesaid date. The Allottee/s shall take possession of the said Apartment within 2 months of the Promoter/Owner giving written notice to the Allottee/s intimating that the said Apartment is ready for occupation and offering the Allottee/s to take possession of the said Apartment. Possession acknowledged by the First or Second, if any, Allottee/s shall be deemed to be possession given to all Allottee/s herein. Further, within 15 days after notice in writing is given by the Promoter/Owner to the Allottee/s that the apartment is ready for use and occupation, the Allottee/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said Project namely taxes and other outgoings and levies imposed by concerned local authorities and towards common maintenance from the date of the Promoter/Owner offering possession of the said Apartment to the Allottee/s.

If the Promoter/Owner, for any reason whatsoever, is unable or fails to give possession of the said Apartment to the Allottee/s on or before the said date specified herein or before any extended date or dates agreed by and between the parties hereto, the Allottee/s shall have the option of terminating this Agreement by giving to the Promoter/Owner thirty days notice in writing of his/her/their intention to do so in which event the Promoter/Owner shall within thirty days from the receipt of such notice of intention of the Allottee/s of terminating this agreement either remedy the delay, if any, on the part of the Promoter/Owner in this behalf or refund the Allottee/s the amount of earnest money and other amounts, if any, which may have been received by the Promoter/Owner from the Allottee/s under this agreement with simple interest thereon as specified in the Rules of the said Act from the date of receipt of the respective amounts till repayment and thereupon neither party shall have any other claim against the other in respect of the said Apartment or arising under this agreement. In such an event, the provisions of subsequent sell contained in clause No.9 herein appearing shall apply mutatis mutandis. Provided that where an Allottee/s does not intend to withdraw from the project, he shall be paid, by the Promoter/Owner, interest for every month of delay, till the handing over of the possession, at such rate as specified in the Rules of the said Act.

15] It is hereby agreed that subject to the terms of this Agreement, the Allottee/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 Department etc at the time of sanctioning of the plans or at the time of granting Completion Certificate. The

Allottee/s shall not be entitled to claim possession of the said Flat until the Completion Certificate in respect of the said Flat is received from the Pimpri Chinchwad Municipal Corporation and the Allottee/s pays all dues, advances, deposits etc, payable under this Agreement in respect of the said Flat to the Promoter/Owner and has signed the possession documents, bonds, receipts etc. After receipt of the Completion Certificate from Pimpri Chinchwad Municipal Corporation, the Promoter/Owner shall be absolved from every liability in case of any addition and/or alteration to the Flat/Building by the Allottee/s, any damage to the building by accident, any tampering with the geometrical sections of the building, lack of maintenance by the Allottee/s /Condominium/Society and any event of force majeure and any act of God.

16] The Promoter/Owner shall on written intimation from the Allottee/s, be liable to rectify any construction defect in respect of the said Apartment which are brought to the notice of the Promoter/Owner within five years from the date of completion of construction of the said Apartment or from the date on which the Promoter/Owner calls upon the Allottee/s to take up the possession of the said Apartment, whichever is earlier. The Allottee/s shall permit the Promoter/Owner and their surveyors and agents, with or without workmen and others at all reasonable time to enter into and upon the said Apartment and the said Land and said Building/s thereon or any part thereof to view and examine the state and condition thereof. In case the defects are of irreparable nature then the Allottee/s shall be entitled to receive from the Promoter/Owner, reasonable compensation for such defect. The Promoter/Owner shall not be liable to carry out the repairs if the defect has occurred due to negligent acts or omissions of the Allottee/s. The word ‘defect’ hereinabove stated shall mean only the manufacturing defects caused on account of willful neglect of the Promoter/Owner himself and shall not mean defect caused by normal wear and tear, negligent use of the said Apartment by the Allottee/s, abnormal fluctuations in the temperatures, abnormal heavy rains, etc. Provided further that the Allottee/s shall not carry out any alterations of whatsoever nature in the said Apartment or in the fittings therein. In particular, it is hereby agreed that the Allottee/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/Owner, the said defect liability automatically shall become void and the Allottee/s alone shall be liable to rectify the defect at their own cost and consequences. Further, the Allottee/s shall be liable to pay damages, if any, to the Allottee/ Owner / user of the Apartment below.

17] The Promoter/Owner hereby represents and warrants to the Allottee/s as follows:

i. The Promoter/Owner has clear and marketable title with respect to the said Property; as declared in the title report annexed to this agreement, the Promoter/Owner has requisite rights to carry out development upon the said Property and also has actual, physical and legal possession of the said Property for the implementation of the Project;

ii. The Promoter/Owner has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the said Property or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the said Property or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Property and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said Property and said building/wing shall be obtained by following due process of law and the Promoter/Owner has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Property, Building/wing and common areas;

vi. The Promoter/Owner has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

vii. The Promoter/Owner has not entered into any Agreement for sale and/or Development Agreement or any other agreement/arrangement with any person or party with respect to the said Property, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee/sunder this Agreement;

viii. The Promoter/Owner confirms that the Promoter/Owner is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee/sin the manner contemplated in this Agreement;

ix. At the time of execution of the Conveyance Deed of the structure to the Association of allottees the Promoter/Owner shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter/Owner has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter/Owner in respect of the said Property and/or the Project except those disclosed in the title report.

18] The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter/Owner as follows :-

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the Rules, Regulations or Bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment 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 Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment

is situated or the Apartment on account of negligence or default of the Allottee/sin this behalf, the Allottee/s shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter/Owner to the Allottee/sand shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter/Owner and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

vii. Pay to the Promoter/Owner within fifteen days of demand by the Promoter/Owner, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.

ix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter/Owner under this Agreement are fully paid up.

x. The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 Apartments 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 Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Condominium/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Association of Apartment/Limited Company, the Allottee/s shall permit the Promoter/Owner and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

19] In case the said Flat is under construction and the Allottee/s desires to carry out finishing/interior work i.e. flooring, tiling, plumbing, plastering, colouring, electrical, fabrication and/or any furniture work in the said flat as per his choice, then the Allottee/s shall do so at his/her own cost and risk. The Allottee/s hereby undertakes that:-

a) The finishing/interior work shall be carried out in day time only without causing nuisance and inconvenience of whatsoever nature to other Allottee/s of the Apartments/Society and their family members.

b) The Allottee/s and/or his workers/labours/contractors do not throw dirt, rubbish , garbage , debris or any other refuse or permit the same to be thrown from the said flat in the compound of the building in which the said Flat is situated.

c) The debris is dumped at the earmarked place pointed out by the Promoter/Owner or by its engineer or chairman/secretary of the existing Co-operative Housing Society/Association of Apartment or proposed new Co-operative Housing Society or Association of Apartment to be formed on the Said Property.

d) The debris is disposed off immediately from the site.

e) The sanitary rooms, installations i.e. bathrooms, W.C., drainage pipes , water outlets, nahni traps of the said flat, common toilets provided in the building in which the said Flat is situated are not misused and/or damaged by the workers engaged by the Allottee/s.

f) The Allottee/s and /or his workers/labours/contractors etc do not use elevators for carrying material i.e. sand bags, cement bags, wooden boards, planks, sheets, tiles or any heavy packages etc. to the upper floors and damage the elevators and cause inconvenience to other flat purchasers of the society.

g) Water taps are closed and electrical switches are switched off after days work.

h) Electricity required for carrying out finishing work/interior work is not used from common electricity meter.

i) Water required for civil work is not used from the underground/overhead water tank and /or corporation tap.

In the event of any part of the said building such as walls, common passages, flooring, lift, staircase, electrical fittings, railings, entrance gate etc. getting damaged in any manner and to any extent whatsoever on account of negligence or default of the workers engaged by the Allottee/s, the Allottee/s shall be liable to pay damages and to reinstate such part of the building entirely at his/her own cost and consequences. While deciding the amount of damages caused to the building or any of its part, the decision of the Promoter/Owner shall be final and binding on the Allottee/s.

In case of occurrence of any accident while carrying out finishing/interior of the said flat the Allottee/s s shall be solely liable for the cost and consequences. The Allottee/s shall indemnify the Promoter/Owner and keep them indemnified till the Allottee/s finished his said interior work/furniture work, against all damages, disputes, claims and losses arising out of the said interior work/furniture work.

20] The Allottee/s hereby agree to pay the Promoter/Owner regularly every month on or before the tenth day of every month beginning from the month following the month in which the Promoter/Owner offers to give possession of the said Apartment to Allottee/s or in lump sum as may be decided by the Promoter/Owner, until the management of the said property/or that of the said Building in which the said Apartment is situated is handed over to the body of Co-operative Housing Society or Association of Apartment allottees or apex body such proportionate share of the Allottee/s as may be determined by the Promoter/Owner or the body of apartment allottees or apex body as the case may be towards (i) all rates, taxes and assessments, land revenue, electricity bills, water charges and water taxes and all other outgoings and impositions which may from time to time be levied upon or be payable in respect of the said Property and the said Building standing thereon to planning authority and/or any other authority, (ii) all other outgoings and expenses including insurance premium, provisions for depreciation and sinking fund and all outgoings and expenses of management, upkeep, maintenance and repairs of the said Building standing on the said Property and the common lights, common sanitary and other utility services, garden and other services and amenities on the said Property and in the said Building including remuneration, salaries and wages of watchmen, supervisors, sweepers, gardeners and other persons employed for the aforesaid purposes or any of them and the collection charges in respect thereof and the Allottee/s shall not withhold any payment of the amounts demanded by the Promoter/Owner or the body of apartment allottees or apex body under this clause on any ground whatsoever. The Allottee/s admit/s and confirm/s that he/she/they will be punctual for paying monthly contribution amount to Promoter/Owner or the body of apartment allottees or apex body as the case may be.

21] The Allottee/s has inspected the sanctioned plans of the said Building/s of the said Project and the conditions stipulated therein by the Planning Authority and the Allottee/s and/or the body of Co-operative Housing Society or Association of Apartment allottees shall not raise any complaint/objections of whatsoever nature and shall abide by the same all time, and after having covenanted to that effect in favour of the Promoter/Owner, the Allottee/s has agreed to purchase the said Apartment from the Promoter/Owner.

22] The Promoter/Owner shall be responsible for getting water connection from planning authority and also responsible for creating internal water and drainage distribution system. However, it shall be responsibility of the planning authority to actually supply adequate quantity of water to the project. The Promoter/Owner shall

not be in any way responsible for non-supply or inadequate supply of water to the said Project.

23] The body of Co-operative Housing Society or Association of Apartment to be formed shall alone be responsible for renewals inter alia of all permissions, sanctions, NOC's etc such as Fire NOC, Elevator NOC. Upon handing over the reins the responsibility and liability of the Promoter/Owner in this regards shall stand discharged absolutely. Provided, if any such liability of renewal even after conveyance is entrusted on the Promoter/Owner under any law the Apartment Allottee/s/body of apartment allottees shall reimburse/compensate the expenses as may be incurred by the Promoter/Owner in that regard.

24] The Allottee/s shall not use or permit to be used the said Apartment or any part thereof for any purpose other than purpose as allowed by planning authority at the time of sanctioning the plan of the proposed building/s or at any time thereafter.

25] The Allottee/s shall not let, sublet, transfer, assign or part with the possession of the said Apartment or any part thereof nor shall the Allottee/s create any lease, lien, mortgage, charge and/or any other encumbrances and/or third party interest in and/or any respect of the said Apartment or any part thereof and/or in respect of any of the rights hereunder conferred upon the Allottee/s in any manner whatsoever until entire consideration and all dues, taxes, VAT, service tax etc. payable by the Allottee/s under this agreement are paid in full and only if the Allottee/s has/have not committed any breach of any of the term and condition of this agreement and without obtaining previous permission in writing of the Promoter/Owner or the body of apartment allottees to whom the said Land and the buildings thereon may have been leased, assigned or transferred in the manner inter alia hereby envisaged.

26] After the Promoter/Owner executes this Agreement he shall not mortgage or create a charge on the said Apartment and, if any, such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has/have taken or agreed to take such Apartment.

27] If the Allottee/s is purchasing the said Apartment from the Promoter/Owner for investment purpose, then the Allottee/s shall be entitled to sell the said Apartment even during the construction stage to any person of own choice. The

Promoter/Owner shall issue in his/her/their favor necessary No Objection Certificate to that effect and also shall co-operate the Allottee/s in that regard, provided i) the Allottee/s pays the agreed consideration amount to the Promoter/Owner till the stage of construction as per payment schedule enumerated in Clause No.5 before so selling the said Apartment and ii) the subsequent purchaser of the said Apartment absolutely consents to abide by all terms and condition of this Agreement for all purposes and unconditionally agrees to stand in the shoes of the Allottee/s. If the Allottee/s transfers/assigns the said Apartment in favour of the subsequent Purchaser/s within stipulated period laid down by relevant law/s time being in force, the Allottee/s/subsequent purchaser will be entitled to applicable discount, if any, by way of adjustment in the Stamp Duty payable on the transaction, subject to prevailing provisions of the Maharashtra Stamp Act, 1958.

28] The Allottee/s prior to the execution hereof has/have perused(a) all the documents under which the Promoter/Owner acquired the ownership rights in the said Subject Land (b) all the documents under which the Promoter/Owner acquired Ownership Rights/Development Rights over the said Subject Land and to sell the Apartments constructed by the Promoter/Owner in the course of such development of the said Subject Land and (c) all the orders, permissions and/or sanctions granted by the diverse authorities for such development of the said Subject Land and are satisfied with the legality and adequacy of the same.

29] The Promoter/Owner hereby declares that the Floor Space Index available as on date in respect of the said Subject Land is ..... square meters only and Promoter/Owner has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter/Owner has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the said Land in the said Project and Allottee/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter/Owner by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter/Owner only.

30] If the Promoter/Owner plans to develop the balance land and property/ies adjacent to the said Subject Land in future and sell for consideration the Apartments of the project of the balance land and adjacent property/ies, the Promoter/Owner

shall have right to utilize the amenities inter alia like, water, water lines, water tanks, internal roads, necessary easements, electricity, MSEDCL lines, drainage connections open space, gas bank/gas lines/reticulated gas supply system etc. of the said Project of the said Subject Land for the proposed construction on the balance land and adjacent property/ies. The Allottee/s hereby gives their irrevocable consent to the Promoter/Owner for usage of the said amenities for construction on the balance land and adjacent property/ies and complete the construction of the adjacent Project/s.

31] The Conveyance of Title as envisaged under the Real Estate (Regulation and Development) Act, 2016 and rules there under in respect of the said Apartment shall be as under:

a. The said Project shall be known and called as "**SILVER OAK**".

b. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016, Maharashtra Ownership Flats Act, 1963 and Rules thereunder, Maharashtra Co-operative Societies Act, 1960 and the Maharashtra Apartment Ownership Act, 1970.

c. The nature of body of apartment allottees in the said Building/s would be Co-operative Housing Society or Association of Apartment under the provisions of the Maharashtra Co-operative Societies Act, 1960 or Maharashtra Apartment Ownership Act, 1970. The Allottee/s shall become member of the Co-operative Housing Society or Condominium and shall co-operate with the Promoter/Owner in that regard in all respect.

d. However, the Promoter/Owner shall be entitled to form more than one Co-operative Housing Society or Association of Apartment Condominium by combining Apartment purchasers of one or more buildings together, at its sole discretion, and the Allottee/s shall not be entitled to take any objections whatsoever thereto.

e. The Promoter/Owner shall submit their respective rights, title, interest, claims relating to the said Land and the said Building/s to the provisions of the Maharashtra Co-operative Societies Act, 1960 or Maharashtra Apartment Ownership Act, 1970, by executing and registering Co-operative Housing Society u/s 18 or the Deed of Declaration (together with the bye-laws) U/s. 2 thereof within a period of three months of obtaining occupancy certificate. The Allottee/s shall give his No Objection if any change or modifications are made in draft bye laws of condominium as may be required by concerned authority. The Allottee/s shall observe rules and regulations of the condominium. The Allottee/s either individually or otherwise howsoever shall not be entitled to raise any objection/s of whatsoever nature in this behalf.

f. Each Apartment shall have undivided share in the form of percentage, arrived at on the basis of value/area of the outer surface area of the given Apartment to the total area of all the Apartments in the said Project .

g. The Promoter/Owner shall execute and /or cause to be executed the conveyance in the nature of the Conveyance Deed or Deed of Apartment as the case may be, relating to the concerned Allottee/s, within a period of 3 months from the date of registration of aforesaid Society or Deed of Declaration, as the case may be.

h. Under no circumstances, the Allottee/s shall be entitled to such conveyance, unless entire amount of price consideration or any other amounts of money payable under this Agreement or as may be otherwise agreed, by the Allottee/s either to the Promoter/Owner or to any other agencies or authorities are actually paid by the Allottee/s.

i. All expenses relating to such conveyance such as stamp duty, registration fees, legal fees and other incidentals shall be borne and paid exclusively by the Allottee/s.

32] The common facilities like lifts, generator, water pumps etc need frequent repairs and maintenance. It shall be the duty and responsibility of the board of managers/elected committee members of the Society or Condominium elected from time to time to maintain the aforesaid common amenities and facilities and ensure that no untoward incidence such as accident, loss of life, damage to the property takes place at the site during the tenure. The responsibility of such happenings shall be directly on the board of managers/elected committee members of the Society or Condominium as the case may be. If such incidence occurs Promoter/Owner will not be responsible for the cost and consequences.

33] The Allottee/s hereby expressly acknowledge and admit that some Apartments in the said Project may not be sold at the time even after completion of construction or issuance of Completion/Occupation Certificate by planning authority in which case the Promoter/Owner shall have the privilege and right to sell/allot such Apartment/s to any person/s as per its discretion any time in future. The Allottee/s shall always extend requisite co-operation to the Promoter/Owner for giving membership of the Society or Condominium to such new Allottee/s and such membership will be given by accepting only Membership Fee and no other consideration.

34] The Promoter/Owner shall give membership of the condominium to the Allottee/s only on receiving entire consideration and/or other dues and deposits from him. Further the Allottee/s shall sign necessary forms, papers and documents as per the direction of the Promoter/Owner as and when required by the Promoter/Owner.

35] The Allottee/s shall on or before delivery of possession of the said Apartment keep deposited with the Promoter/Owner, the following amounts:-

(i) Rs. Nill. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. Nill for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. Nill . for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

(iv) Rs. Nill for Deposit towards Water, Electric, and other utility and services connection charges &

(v) Rs Nill for Deposits of electrical receiving and Sub Station provided in Layout

(vi) The Allottee/s shall pay to the Promoter/Owner a sum of Rs. Nill for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter/Owner in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

(vii) **Rs.12000/-** (Rs.Twelve thousand only) (calculated @ 1000 rs/month × 12months) on account of twelve months maintenance charges payable from the date of offering possession of the said Apartment to meet the common expenses i.e. common taxes, fees, electricity charges, all AMCs, sanitary and other utility services, garden and other services and amenities of the said Land and in the building/s standing thereon and the said Larger Land including remuneration, salaries and wages of watchmen, supervisors, sweepers, gardeners and other persons that may be employed for the aforesaid purposes or any of them and in respect thereof and the Allottee/s shall not withhold any payment of the amount demanded by the Promoter/Owner under this clause on any ground whatsoever.

The Allottee/s hereby admits that aforesaid amount of maintenance is only indicative amount and actual amount that may be demanded by the Promoter/Owner may differ. In case actual expense exceeds the estimate the Promoter/Owner/Society/Association of Apartment shall be entitled to demand additional amount towards such short fall.

36] On conveyance/ assignment, the above collected amounts shall be paid by the Promoter/Owner to the Apex body, as the case may be.

37] It is explicitly and irrevocably agreed, by the Allottee/s that this Purchase by Allottee/s is as Joint Tenants and not Tenants in common. Hence, in the event of death of any of the Allottee/s the name of such deceased Allottee/s shall be automatically deleted and the ownership shall completely vest exclusively with Joint Allottee/s and to exclusion of any other heirs of such deceased Allottee/s. However, it is explicitly made clear that if any claimant other than the executants in this Agreement claims, rights, title and interest in the said Apartment then it is the sole responsibility of the remaining Co-Allottee/s to settle dispute/disagreement in respect of this covenant and same has to be settled at the cost of the remaining Co-Allottee/s. The Promoter/Owner is not responsible in any manner whatsoever for cost & consequence.

38] The Allottee/s admit/s and confirm/s that he/she/they will be punctual for paying contribution of maintenance charges amount to Promoter/Owner or to the Condominium as the case may be. The Allottee/s shall not be entitled to any interest on sums so paid.

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

40] Nothing contained in this agreement in these presents is intended to be or shall be construed to be grant, demise, assignment, conveyance or transfer in law of the said Apartment, the said Land or the said Building/s or any part thereof or any interest therein whatsoever, such conferment taking place in the manner that shall be recorded in the final documents which in this behalf will be executed in the manner herein envisaged.

41] The Allottee/s shall not any time demand partition of his/her/their interest in the said Apartment and/or in the said Subject Land/Building/s prior to conveyance and it is hereby agreed and declared that the interests of the Allottee/s in the said Apartment and in the said Subject Land/Building/s are impartible and it is agreed that the Promoter/Owner shall not be liable to execute and/or cause to be executed any conveyance or any other document in respect of the said Apartment in favor of the Allottee/s except as is herein expressly provided.

42] All direct and indirect taxes as imposed/ to be imposed by the government, semi-government, local authorities, any statutory body, et cetera in respect of the said Subject Land/Building/s and/ or the said Apartment and/ or this Agreement and/ or this transaction shall be borne and paid exclusively by the Allottee/s. The Allottee/s hereby undertake to indemnify and keep the Promoter/Owner indemnified all the time and keep the Promoter/Owner harmless from all losses that may be suffered by the Promoter/Owner on account of non-payment and/ or delayed payment inter alia of maintenance charges, contributions, taxes, levies, outgoings et cetera and other defaults, or any breach of terms and conditions of this Agreement on part of the Allottee/s.

43] By reasons of any judgment of court of law or amendment to the constitution or enactment or amendment of any other Central or State Laws at present in force or under law(s) that may come in force in future, if the transaction under this Agreement is held liable now or any time in future, to taxes such as Sales Tax, Service tax, Value Added Tax, Works Contract Tax etc under concerned Acts/ Rules/ Legislations et cetera, as a Sell or otherwise, either wholly or in part any inputs or material or equipments used or supplied in execution or in connection with this transaction, such tax(es) shall be exclusively payable by the Allottee/s on demand at any time without rendering either the Promoter/Owner liable in this behalf in any manner whatsoever. In such an event, the Promoter/Owner shall have the right to recover/ collect, such tax(es), duties by the Allottee/s.

44] The Promoter/Owner hereby agrees that he shall, before handing over possession of the said Apartment to the Allottee/s and in any event before execution of a conveyance make full and true disclosure of the nature of his title to the said Subject Land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Subject Land/Building/s and shall as far as practicable, ensure that the said Subject Land/Building/s are free from all encumbrances and that the Promoter/Owner have absolute, clear and marketable

title to the said Land so as to enable him to convey the same to the ultimate Allottee/s.

45] The Allottee/s hereby agree that till the management of the proposed Building/s of the said Project is handed over to all Apartments Allottee/s participating in the said Project, the Promoter/Owner shall be entitled to look after day to day maintenance of the building/s to be constructed on the said Land. The Allottee/s hereby agree to authorize the Promoter/Owner to act as a Chief Promoter/Owner/designated authority of the Project, open Bank Account in the name of the project and operate the same through nominees in capacity of chief Promoter/Owner/designated authority, to demand and receive amount of contribution from all Apartments Allottee/s including Allottee/s herein for a period of twelve months from now and also for such further period thereafter till the entire charge of maintenance activities of the said Project is handed over to the condominium, deposit the contribution amount in the bank account, to spend and apply the amount so collected from the Apartments Allottee/s for maintenance, housekeeping and essential common utilities and such other purposes the Promoter/Owner thinks proper from time to time, to keep accounts of the amounts spent for maintenance, to carry on all the above activities even after lapse of twelve months from now till Promoter/Owner hands over entire charge of maintenance of the said Subject Land/Building/s to the condominium. The Allottee/s hereby agree to pay the Promoter/Owner on demand, additional amount payable of contribution after lapse of said twelve months till the Promoter/Owner hands over the entire charge of the said Project to the condominium.

46] For the purpose of this transaction, the Promoter/Owner has relied on the representations of the Allottee/s that the amount of consideration in respect of the said Apartment payable by the Allottee/s to the Promoter/Owner or portion thereof is not originated from any proceeds of crime as envisaged under the provisions of Prevention of Money-Laundering Act, 2002/Benami Transactions (Prohibition) Amended Act, 2016 amended up-to-date, and rules thereunder.

47] The Allottee/s have willingly participated in the project of the Promoter/Owner and Allottee/s shall pay to the Promoter/Owner the agreed consideration and other deposits or outgoings punctually and diligently. The Allottee/s hereby indemnify the Promoter/Owner from all losses that may be incurred by the Promote on account of such non/delayed payment and Allottee/s hereby indemnify to keep the Promoter/Owner harmless and free from such losses.

48] The Promoter/Owner shall not be responsible for the consequences arising out of change in law or change in Municipal and other law, rules, regulations etc.

49] That all notices to be served on the Allottee/s and the Promoter/Owner as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter/Owner by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee:

(Allottee's Address)

Notified Email ID:_____

Name of Promoter/Owner**: ANAND PROPERTIES**

Indraprastha apartment,shop no-1,2,Pimpri chinchwad link road,

chinchwad,pune-33

It shall be the duty of the Allottee/s and the Promoter/Owner to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter/Owner or the Allottee, as the case may be.

50] That in case there are Joint Allottees, all communications shall be sent by the Promoter/Owner to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

51] The Allottee/s shall pay adequate stamp duty, registration charges and present this Agreement as well as the final conveyance or any document in form of Conveyance Deed or Deed of Apartment, as the case may be at the proper registration office of registration within the time limit prescribed by the Registration Act and the Allottee/s and the Promoter/Owner shall attend such office and admit execution thereof.

52] Forwarding this Agreement to the Allottee/s by the Promoter/Owner does not create a binding obligation on the part of the Promoter/Owner or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule /Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the

Promoter/Owner. If the Allottee/s fails to execute and deliver to the Promoter/Owner this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/sand/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter/Owner, then the Promoter/Owner shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/sin connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

53] The Allottee/s and/or the Society/Condominium to be formed as envisaged under this Agreement, shall follow and comply inter alia all rules, regulations, conditions, etc. imposed by all the laws, statutes, boards and policies, inter alia such as i) Water (Prevention and Control of Pollution) Act 1974, ii) Air (Prevention and Control of Pollution) Act 1981, iii) Environment (Prevention and Control of Pollution) Act 1986, iv) H.W. (M & H) Rules, v) Maharashtra Pollution Control Board, vi) Public Liability (Insurance) Act, 1991, vii) Maharashtra Regional and Town Planning Act,1966 , viii) Maharashtra Land Revenue Code ix] DC Rules, and all concerned laws applicable for time being in force etc. and notifications, circulars thereunder, published by concerned government authorities/departments. Provided further that where the Promoter/Owner is required to carry out certain obligations under any of the aforesaid Acts the Allottee/s and/or the Condominium to be formed as envisaged under this Agreement, shall co-operate and compensate the Promoter/Owner against the expenses as may incurred by the Promoter/Owner for such compliance.

54] Provided that any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS), as may be required under the present Income Tax Act, 1961, under section 194IA, read together with the Income Tax Rules,1962, as per present prevailing law or such other Acts that may be introduced or substituted for the Income Tax Act, 1961 whether called the Direct Tax code or by such other name, to govern the deduction and payment of the TDS in respect of purchase of Immoveable property, while making any payment to the Promoter/Owner under this Agreement shall be acknowledged/credited by the Promoter/Owner to the account of the Allottee/s, only upon Allottee/s submitting the original certificate, evidencing deduction and payment of such tax deducted at source as may be prescribed by the Law and rules governing the deduction of TDS, presently Income Tax Act, 1961 and the Income Tax Rules,1962. Further such credit shall be subject to, confirmation of the amount so deducted reflecting in the TDS/Tax credit account of the Promoter/Owner, presently reflected in form 26AS as prescribed under the present prevailing laws or such other forms/certificates that

may be prescribed in future to acknowledge credit of taxes paid or deducted on behalf of the Promoter/Owner on the website of the Income tax Department or of any agency so appointed by the Income tax department or relevant authorities as the case may be to manage, govern or regulate the collection and deduction of Income tax. Provided further that at the time of handing over the possession of the Apartment, if any such certificate(s) has not been produced or submitted by the Allottee/s to the Promoter/Owner, the purchaser shall pay/deposit an equivalent amount as interest free deposit with the Promoter/Owner, which deposit shall be refunded by the Promoter/Owner on the Allottee/s producing such certificate(s) within 4 months of taking possession of Apartment. Provided further that in case the Allottee/s fails to produce such certificate(s) within the stipulated period of the 4 months, the Promoter/Owner shall be entitled to appropriate the said Deposit against the sum(s)/dues receivable from the Allottee/s .

55] Promoter/Owner hereby informs that as per DC Rules, the local authority or sanctioning authority granted various sanctions with respect to the bedroom, puja room, study room etc. However, it is not incumbent on the Allottee/s to continue the same use but Allottee/s may use the sanctioned rooms as per suitable requirement.

56] In case the Allottee/s mortgages the said Apartment to any financial institution it shall be the sole responsibility of the Allottee/s herein to handover the original Agreement to Sell and Deed of Apartment of the said Apartment if Association of Apartment is formed and as and when executed and registered to the financial institution. The Allottee/s agrees to do so without holding the Promoter/Owner responsible for the same and not to deal with the said Apartment without prior permission and consent of the financial institution during pendency of the charge.

57] This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

58] It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

59] If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

60] Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in said Project, the same shall be in proportion to the **carpet area**, as the case may be, of the said Project.

61] Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

62] Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

63] That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune courts will have the jurisdiction for this Agreement.

64] This Agreement may only be amended through written consent of the Parties.

65] The cost of Stamp Duty, Registration fees and other incidental and ancillary cost in respect of this Agreement have been as agreed, exclusively borne and paid by the Allottee/s.

STAMP DUTY CALCULATION

1) Location		Ravet
2) Survey No		183A/1 + 182/3
3) Type of premises & Flat No		**'SILVER OAK' 505 C-wing**
4) Total Floors of Building		Six
5) Lift is provided or not		Yes
6) Floor of the premises		Fifth
7) Carpet Area of the premises		63.95 sq.mtrs. / 688 sq.ft.
8) Terrace Attached (Carpet Area)		7.34 sq.mtrs. / 79 sq.ft.
9) Total Carpet Area		71.29 sq.mtrs. / 767 sq.ft.
10) Market Rate for premises	Rs.	54,600 per sq.mtr.+ 5 %
11) Market Value of the Premises	Rs.	53,12,772 /-
12) Consideration as per Agreement	Rs.	44,37,000 /-
13) Stamp duty paid on	Rs.	53,12,772 /-
14) Stamp Duty amount	Rs.	3,18,800 /

SCHEDULE I OF THE LAND
DESCRIPTION OF THE LARGER LAND

ALL THAT PIECE AND PARCEL of the Land bearing Survey No.183A, Hissa, total admeasuring about 2 Acre 16 Aars, situated at Goan Ravet, Taluka Haveli, District Pune and within the limits of Sub-Registrar Haveli and within the limits of Pimpri Chinchwad Municipal Corporation.

SCHEDULE II OF THE PROPERTY
DESCRIPTION OF THE LAND

ALL THAT PIECE AND PARCEL of the Land bearing Survey No.183A, Hissa No.1, admeasuring about 0 Hectare 38.40 Aars out total admeasuring 2 Acre 16 Aars situated at Goan Ravet, Taluka Haveli, District Pune and within the limits of Sub-Registrar Haveli and within the limits of Pimpri Chinchwad Municipal Corporation and which is bounded as follows:-

ON OR TOWARDS THE EAST	:- By Road.
ON OR TOWARDS THE SOUTH	:- By Land out of S.NO.183.
ON OR TOWARDS THE WEST	:- By Land bearing S.NO.182.
ON OR TOWARDS THE NORTH	:- By Land bearing S.NO.186.

SCHEDULE III
DESCRIPTION OF THE LAND

ALL THAT PIECE AND PARCEL of the Land bearing Survey No.182, Hissa No.3, total admeasuring 0H 4 Aars + Pot Kharaba of 1 Aar thereby totaling to 0H 5 Aars, situated at Goan Ravet, Taluka Haveli, District Pune and within the limits of Sub-Registrar Haveli and within the limits of Pimpri Chinchwad Municipal Corporation and which is bounded as under –

ON OR TOWARDS THE EAST	:- By Land of Anand Properties.
ON OR TOWARDS THE SOUTH	:- By Land bearing Survey No.182, Hissa No.4.
ON OR TOWARDS THE WEST	:- By Odha.
ON OR TOWARDS THE NORTH	:- By Land bearing Survey No.182, Hissa No.2.

SCHEDULE IV
DESCRIPTION OF THE SUBJECT LAND

ALL THAT PIECE AND PARCEL of the Amalgamated Land bearing Survey No.183/A/1, admeasuring 0 Hectare 38.40 Aars i.e. 3840 Sq.mtrs + Survey No.182, Hissa No.3, admeasuring 0H 5 Aars i.e. 500 Sq.mtrs thereby totaling to 4340 Sq.mtrs, situated at Goan Ravet, Taluka Haveli, District Pune and within the limits of Sub-Registrar Haveli and within the limits of Pimpri Chinchwad Municipal Corporation and which is bounded as under –

ON OR TOWARDS THE EAST	:- By Land of Anand Properties.
ON OR TOWARDS THE SOUTH	:- By Land bearing Survey No.182, Hissa No.4.
ON OR TOWARDS THE WEST	:- By Odha.
ON OR TOWARDS THE NORTH	:- By Land bearing Survey No.182, Hissa No.2.

ANNEXURE 'A'

Copy of 7/12 Extract or Property Card, showing nature of the title of the Owner/Builder/Promoter/Owner to the said land is separately given to the Purchaser/s as he/ she/ they acknowledged the same as Exhibit 'A'.

ANNEXURE 'B'

Copy of the plans will be separately given to the Flat/Shop Purchaser/s. as he/ she/ they acknowledged the same as Exhibit 'B'.

ANNEXURE 'C'

DESCRIPTION OF THE FLAT

Flat bearing No. ____ in **"____" Building** on the **_____ Floor,"**NOTE : The word Ground Floor shall always mean the floor above plinth or above the slab of stilt.

admeasuring **area _____ Sq.ft i.e. _____ Sq.mtrs Carpet Area + Terrace admeasuring _____ Sq.ft i.e. _____ Sq.mtrs Carpet Area in the scheme titled as "SILVER OAK".**

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ANNEXURE 'D'

SCHEDULE OF SPECIFICATIONS, FIXTURES AND FITTINGS

INTERNAL AMENITIES

1. R.C.C. Framed sturcture.
2. External 6" and internal 4" brick wall with plaster on both sides.Internal plaster will be sunla neeru finish/ gypsum/POP.
3. Raised plat form in kitchen with Black Granite Stone on top of the platform alongwith Stainless steel sink as shown in sales plan and 4'.high above platform coloured galzed tiles . And Arrangement for exhaust fan.

4. Oil Bond distemper Paint to internal walls & Ceilling. Appex paint to Sand face plaster walls on exterior.

5. Doors and Windows

a. Main entrance door will be of C.P. Wood frame, Flush door with laminated sheet.with one peep hole, safety Chain and fancy handle all stainless steel fittings with Night latch Lock.

b. Toilet doors will be marble/granite frame

Doors water proof flush doors with inside fixed by plastic Sheet & oil painted from outside with iron oxidised fittings or alluminium frame door with bakelite sheet.

c. Bedroom/Balcony will have flush doors with Salwood frames.

d. All windows are with powder coated Aluminium sliding Shutter with safety grills. All Toilet windows will be Aluminium with lowers & safty grills. Mosquito net for Bed Room windows.

e. All Toilet will have 7'.0" height coloured glazed Tiles with concilled plumbing & will have commode. Or Indian W.C. with Flushing Tank.

6. Sanitary work and plumbing.

a. Indian or commode white coloured.

b. Wash basin size – 18" x 12".

c. Concilled G.I. Pipe fittings in bath with Hot & Cold Mixer shower unit in Bath jaguar or equivalent brand fittings.

d. One C.P. Shower

e. Drainage system as per PCMC Bye laws.

7. Underground storage tanks of 38,000/- Liters

1 H.P. electrical Pump. & over head R.C.C tank of 20,000 Liters capacity.

8. Flooring.

1) Hall 2'x2' vitrified tile flooring with 3" skirtings

Of same tile to walls. In all Rooms

Staircase – Green marble or equivalent to steps with skirtings to All the steps and Anti-skid flooring to landing.

9. Electrical Fittings.

a. Electrical wiring will be concilled in whole Flat & Staircase.

b. Necessary light point in staircase, passage and terrace.

c. Provision of separate meter for each unit.

d. Two Light point, one plug point and one fan point in Every room (there will be Three light points in living Room)

e. One light point in each Balcony./ Terrace

f. Two Light, one plug point in Kitchen. One power point In kitchen for Mixer.

g. One Light point in Toilet.

h. One Bell Point at the entrance

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ANNEXURE 'E'

SCHEDULE OF SPECIFICATIONS

COMMON AMENITIES

- Parking : Cheker tiles
- Tremix Concrete Road excluding Parking Area.
- One Main Gate – At the entrance of the Plot.
- Compound wall from all sides upto height 5'.
- Lift with Battery Back- up/Generator back-up.
- Childrens Play Area.
- Garden Area.

DECLARATION

The Purchaser/s declare/s that he/she/they has/have read the agreement/ got translated the same and fully understood the contents of the agreement and there after same have been executed by all the parties and Purchaser/s has/have received the stamped copy of this Agreement.

PROMOTER/OWNER **ALLOTTEE/S**

_____ _____

_____

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT AT PUNE ON THE DAY AND DATE MENTIONED FIRST HRERINABOVE WRITTEN.

I) Signed and Delivered by
Within-named Promoter/Owner –

M/s. Anand Properties, through one of its Partners –

Shri. _____ :- _____

II) Signed and Delivered by
Within-named Allottee/s:

Shri._____ :-_____.

Sou. _____ :- _____

IN WITNESS WHEREOF:-

1) Name - Signature -

Address -

2) Name - Signature -

Address -