

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** made and executed at **Pune** on this ____ day of ____ in the year **2017**.

BETWEEN

1) Name _____,
PAN No – _____, Age- ____ Yrs,
Occ- _____.

Permanent Address – _____.

Hereinafter referred to as **“THE PURCHASER/S”** (which expression shall unless repugnant to the context or meaning thereof shall mean and include all their respective legal heirs and assignees etc.)

OF THE FIRST PART

AND

PRATHAM YASH ASSOCIATES **PAN NO.: AAPFP6458E**

A registered Partnership Firm,

Having its office at Flat no 106, S.no 296,

Pratham Yash Residency Phase-2, Porwal Road, Lohegaon, Pune- 411047.
Through its Partners

1) Mr. KISHOR VISHWAS PATIL **PAN NO.: ANVPP9451A**

Age – 35 Yrs., Occ : Business

R/at – Flat No. 801, Orchid Building,

Park Spring Society, Porwal Road, Lohegon, Pune- 47

2) Mr. LAKHAN OMKAR RUPNAR **PAN NO.: AJXPR6270M**

Age – 35 Yrs., Occ : Business

R/at – At/Po – Babhale, Tal – Shindkheda, Dist – Dhule

3) Mrs. SUMANBAI GENDILAL SALUNKE **PAN NO: AWEPS1675F**

Age – 40 Yrs., Occ: Service

R/at – Plot No. 11, Gulmohar Colony, Deopur, Dhule-3

4) Mr. PRAFULLA SHRIRAM KASAR **PAN NO.: BTAPK5087R**

Age : 33 Yrs., Occ: Business

R/at – At/Po – Songir, Tal / Dist- Dhule.

5) Mr. DIPAK VASANT PATIL **PAN NO.: ASHPP8727E**

Age: 33 Yrs., Occ: Service

R/at : At/Po - Nimkhedi, Tal/Dist – Dhule,

6) Mr. GULABRAO BHIMRAO PATIL **PAN NO.: BHCPP4970J**

Age: 52 Yrs., Occ: Business

R/at – Plot No. 11, Tirupati Nagar, Deopur, Dhule

7) Mr.BALBHIM DASHRATH MORE PAN NO: AMPPM5975M

Age: 42 Yrs., Occ: Business

R/at – Flat No. 17, Amarnath Apartment,

Svy No- 8/2A/1A/37, Adarsh Nagar,

New Sangavi, Pune- 411027.

Promoter/Developer No -2 to 7Through their

Power of attorney holder

Mr. KISHOR VISHWAS PATIL

AND

8) Mr. JEEVRAJ VYAS PAN No .:ACSPV9276H

Age- 47, Occ- Business,

Plot no- 111/1, Flat No 1,Premraj Complex,

Mental Corner , Yerawada, Pune-411006.

Hereinafter referred to as **“THE OWNER and / or PROMOTER and / or DEVELOPER”** (which express shall unless it be repugnant to the context or meaning thereof shall mean and include all its present and future partners, their respective legal heirs, successors, legal representatives, in-interest-attorneys, nominees, legatees, executors, administrators, assignees etc.)

OF THE SECOND PART

WHEREAS :

A) All the Pieces and Parcels of the contiguous properties lying and situate at village Lohegaon, Tal Haveli, Dist – Pune bearing S.No. 296 Hissa No.6 admeasuring 00 H 29.25 R i.e. 2925 sq.mtrs. thereabout which is more particularly described in the Schedule “I” hereunder written (hereinafter for the sake of brevity referred to the “The said property”) is owned by promoter / developer herein as its absolute property.

That the Promoter / developer had purchased the said property from its erstwhile owners namely 1) Somnath Waman Khandave 2) Mrs. Rekha Somnath Khandave 3) Miss. Bhagyshri Somnath Khandave 4) Miss Resham Somnath Khandave 5) Ms. Rushikesh Somnath Khandave 6) Mr. Gajanan Waman Khandave 7) Mrs. Swati Gajanan Khandave 8) Ms. Vaibhav Gajanan Khandave 9) Ms. Harshal Gajanan Khandave through their consulting party 1) Mr. Vasant Dhondiba Galande 2) Mr. Eknath Dhondiba Galande 3) Mr. Ramdas Dhondiba Galande 4) Mr. Sadashiv Dhondiba Galande 5) Mrs. Chandrabhaga Hiranman Munde 6) Mrs. Kamal Allis, Sanjana Anandrao Satav 7) Mrs. Ranjana Suresh Pansare by sale deed dated 06.06.2012 which is registered with the office of Sub-Registrar Haveli No. 19 Pune at Sr. No. **6398/2012** coupled with irrevocable Power of Attorney which is also registered in the same office at Sr. No. **6399/2012** dated 06.06.2012. In view of the said registered Sale Deed the name of the aforesaid Owner introduced in the 7/12 extract in respect of the property by vide mutation entry no. **38467** as the owner and Kabjedar of the said land property. The owner herein obtained permission u/s 43 of B.T. & A.L. Act 1948.

B) All the pieces and parcels of the contiguous properties lying and situate at village Lohegaon, Tal Haveli, Dist – Pune bearing S.No. 296 hissa no. 3/2 admeasuring 3500 sq.ft. R i.e. 325.278 sq.mtrs. thereabout which is more

particularly described in the Schedule "II" hereunder written (hereinafter for the sake of brevity referred to the "The said property") is owned by promoter / developer herein as its absolute property.

That the Promoter / developer had purchased the said property from its erstwhile owners namely Laxman Bhimaji Mendhekar through his power of attorney holder and consulting party Rajkeshri Chandramani Pandey by sale deed dated 05.06.2012 which is registered with the office of Sub-Registrar Haveli No. 19 Pune at Sr. No. **6349/2012** coupled with irrevocable Power of Attorney which is also registered in the same office at Sr.No. **6350/2012** dated 05.06.2012. In view of the said registered Sale Deed the name of the aforesaid Owner [introduced in the 7/12 extract in respect of the property by vide mutation entry no. **38464** as the owner and Kabjedar of the said land property. The owner herein obtained permission u/s 43 of B.T. & A.L. Act 1948.

C) All the pieces and parcels of the contiguous properties lying and Situated at village Lohegon, Tal- Haveli, Dist- Pune bearing S. No. 296 hissa No.5 admeasuring 13988 sq. ft.R i.e 1300 sq.mtrs. there About which is more particularly described in the schedule "III" hereunder written (hereinafter for the sake of brevity referred to the "The said property.") is owned by promoter/developer herein as its absolute property.

That the promoter/developer had purchased the said property from its erstwhile owners namely Mrs. Meenakshi Anil Kate & others by sale deed dated 04.06.2014 which is registered with the office of Sub – Registrar Haveli No.19 Pune at Sr.No.5211/2014 in viewed of the Said registered Sale deed the name of the aforesaid Owner (introduced in the 7/12 extract in respect of the property by vide mutation entry no.40853 as the owner and kabjedar of the said land Property. The owner herein obtained permission u/s 43 B.T.& A.L Act 1948.

D) The entire landed property admeasuring area 5382 sq. ft. i.e. 500 sq.mtrs. from of total area admeasuring about 02 Hector 47 R situated at Village Lohegaon Taluka Haveli Dist.Pune bearing Survey No. 296 Hissa No. 5 Mouje Lohegaon originally belonged to Mr. Manik Laxman Khandave & Mr. Kailash Manik Khandave . The Said Property has been given by in the 7/12. Thereafter the said property purchased Mr. Santosh Sahebrao Khandave on dated 15.02.2011 by sale deed Sr. No. 1978/2011 at sub Registrar Haveli No.8 Pune. in view of the said Registered Sale Deed the name of the aforesaid Purchaser was introduced in the 7/12 Extract in respect of the Property by vide Mutation Entry No.33352 as the owner and Kabjedar of the said land property.

Thereafter land bearing Survey No.296,Hissa No.5 Part area admeasuring 500 sq. mtrs. i.e. 5382 sq.ft. from of total area admeasuring about 02 Hector 47 R situated at Village Lohegaon Taluka Haveli Dist.Pune Mr. Santosh Sahebrao Khandave has given his property for development to Pratham Yash Associates through partner Mr. Kishor Vishwasrao Patil and Mr. Jeevraj Vyas by registered development agreement sr. no . 2258/2015 at Sub Registrar Haveli No.19 at Pune. on 04/03/2015 and registered power of attorney sr. no. 2259/2015 at Sub Registrar Haveli No.19 at Pune on 04/03/2015. in view of the said registered development agreement and power of attorney My clients have acquired rights, title and interest in the said land i.e. Survey No.296/5 Part area 5382 sq.ft.i.e.500 sq.mtrs

E) The entire landed property admeasuring area 19913 sq.ft. i.e 1850 sq.mtrs. bearing Survey No.296/5 mouje Lohegaon originally belong to Mr. Manik Laxman Khandave, Mr. Kishan Laxman Khandave ,Mr. Suresh Laxman Khandave Mr. Sahebrao Laxman Khandave, Mr. Chandrakant Laxman

Khandave thereafter by Dividation deed was registered at Sub Registrar Haveli No. 8 Sr.No 5391 /2007 dated 26.06.2007 and corrected Dividation Deed Sr. No. 1788/2010 dated 18.02.2010 registered at Sub Register Haveli No.8. The name of Mr. Suresh Laxman Khandave was introduced in 7/12 Extract in respect of the Property by vide Mutation Entry no. 25225 as the owner and Kabjedar of the said land property.

Thereafter land bearing Survey No.296,Hissa No.5 Part area admeasuring 1850 sq. mtrs. i.e. 19913 sq.ft. from of total area admeasuring about 02 Hector 47 R situated at Village Lohegaon Taluka Haveli Dist.Pune Mr. Suresh Laxman Khandave has given his property for development to Pratham Yash Associates through partner Mr. Kishor Vishwasrao Patil and Mr. Jeevraj Vyas by registered development agreement sr. no . 234/2015 at Sub Registrar Haveli No.18 at Pune on 07/01/2015 and registered power of attorney sr. no. 235/2015 at Sub Registrar Haveli No.18 at Pune on 07/01/2015. in view of the said registered development agreement and power of attorney My clients have acquired rights, title and interest in the said land i.e. Survey No.296/5 Part area 19913 sq.ft.i.e.1850 sq.mtrs.

F) The entire landed property admeasuring area 10764 sq.ft. i.e 1000 sq. mtrs. bearing Survey No.296/5 mouje Lohegaon originally belong to Mr. Manik Laxman Khandave, Mr. Kishan Laxman Khandave ,Mr. Suresh Laxman Khandave Mr. Sahebrao Laxman Khandave, Mr. Chandrakant Laxman Khandave thereafter by Dividation deed was registered at Sub Registrar Haveli No. 8 Sr.No 5391 /2007 dated 26.06.2007 and corrected Dividation Deed Sr. No. 1788/2010 dated 18.02.2010 registered at Sub Register Haveli No.8. The name of Mr. Suresh Laxman Khandave was introduced in 7/12 Extract in respect of the Property by vide Mutation Entry no. 25225 as the owner and Kabjedar of the said land property.

Thereafter land bearing Survey No. 296, Hissa No. 5 Part Mr. Suresh Laxman Khandave and his legal heirs from their portion sale the property 1000 sq.mtrs. to Narang Builders Pvt. Ltd. through Director Mr. Nandlal Mohanlal Narang on dated 05.06.2010 by Sale Deed Sr. No. 5011/2010 at Sub Registrar Haveli No.04. Pune , In view of the said registered Sale deed the name of the aforesaid Purchaser was introduced in the 7/12 Extract in respect of the Property by vide Mutation Entry No. 31408 as the owner and Kabjedar of the said land property Thereafter land bearing Survey No. 296, Hissa No. 5 Part Narang Builders Pvt. Ltd. through Director Mr. Nandlal Mohanlal Narang sale the property 1000 sq.mtrs. to Mr. Anil Prabhakar Gaikwad and Mrs. Sumitra Chandrakant Shelar on dated 01.10.2010 by Sale Deed Sr. No. 9850/2010 at Sub Registrar Haveli No.08. Pune , In view of the said registered Sale deed the name of the aforesaid Purchaser was introduced in the 7/12 Extract in respect of the Property by vide Mutation Entry No. 32222 as the owner and Kabjedar of the said land property Thereafter land bearing Survey No. 296, Hissa No. 5 Part Mr. Anil Prabhakar Gaikwad and Mrs. Sumitra Chandrakant Shelar sale the property 1000 sq.mtrs. to Pratham Yash Associates through partner Mr. Kishor Vishwasrao Patil and Mr. Jeevraj Vyas on dated 17.01.2015 by Sale Deed Sr. No. 674/2015 at Sub Registrar Haveli No.19. Pune , In view of the said registered Sale deed the name of the aforesaid Purchaser was introduced in the 7/12 Extract in respect of the Property by vide Mutation Entry No. 40853 as the owner and Kabjedar of the said land property My clients have acquired rights, title and interest in the said land i.e. Survey No.296/5 Part area 10764 sq.ft.i.e.1000 sq.mtrs.as owners thereof.

Thereafter Promoter No.2 to 6 given registered Power of Attorney to Mr. Kishor Vishwas Patil which is registered with Sub-Register Haveli No.19 at Pune vide

its Sr.No.13325/2013 dated 10.12.2013 and Promoter No.7 Mr. Balbhim Dashrath More is also given registered Power of attorney to Mr. Kishor Vishwas Patil which is registered with Sub-Registrar of Haveli No.19 at Pune vide Sr. No. 447/2015 dated 12.01.2015.

G) By virtue of Sale deed dated 05.06.2012,06.06.2012 , 04.06.2014,17.01.2015 and development agreement and power of attorney dated 04/03/2015, 07/01/2015 the party of the first part herein became the absolute owner and developer of the said property and therefore they are sole entitled to construct and allot / sell Unit / Flat, Shops, offices, terraces , parking units etc. in the said building/s to be constructed or being constructed on the property mentioned in Schedule "I" , Schedule "II", Schedule "III", Schedule "IV", Schedule "V" and Schedule "VI" herein below except the area agreed to be allotted to the above said earlier land owners as per the mutual understanding vide Sale dated 05.06.2012 , 06.06.2012 ,04.06.2014 ,17.01.2015 and 04/03/2015, 07/01/2015. Thus the Promoter has every right to enter into agreement/s with the Purchaser/s of the Unit / Flat and to receive the sale price thereof except the flats to be constructed for the Earlier Land Owners.

The promoter plans to construct three buildings and one row house named **PRATHAM YASH RESIDENCY PHASE I ("Wing A&B") ,PRATHAM YASH RESIDENCY PHASE II ("Wing C"), PRATHAM YASH RESIDENCY PHASE III ("Wing D"),ROW HOUSE, Wing E and Amenity Building** on the said property mentioned in schedule "I", schedule "II", schedule "III" Schedule "IV", Schedule "V" and Schedule "VI".

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

I) The copy of the certificate of title issued by the Advocate of the Promoter copies of property card and extract showing the nature of the title of the Promoter / Owner to the said property on which the construction of units to be constructed and the copies of the plans and specifications of the Unit / Flat agreed to be purchased by the Purchaser approved by the concerned local authority have been annexed hereto.

J) BHA/PRA. KRA. 1791/ 15-16/MOUJE - LOHGAON/ S.No-296 Hissa No-6(Part) + 3/2 (Part) + 5(Part)/ Dated- 13-04-2016, The CEO, PMRDA, Pune. has approved the layout submitted by the Promoter and accordingly the Addl. Collector, Pune granted NA permission in respect of the said property vide its order no PMH/NA/SR/1172/2014 dated 08.01.2015 and PMA/PMRDA/NA/SR/109/2016 dated 18.06.2016.

K) The Promoter herein have entered into a standard agreement with an Architect registered with the council of Architects and such agreements is as per the Agreements prescribed by the Council of Architects. Whereas the Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional

supervision of the Architect and the structural engineer till the completion of the building/s.

L) Only after getting himself / herself/ themselves satisfied about the absolute and marketable title of the owner / promoter, the **Flat bearing No.____ admeasuring Carpet area _____ sq.ft. i.e. _____ sq. mtrs. Along with adjacent terrace area admeasuring _____ sq.ft. i.e. _____ sq.mtrs. (2 BHK) along with One Covered car Parking on _____ Floor**, of the project known as **PRATHAM YASH RESIDENCY PHASE III (Wing D)** and more particularly described in the Schedule “VII” hereunder written. (Hereinafter referred to as “**The Said Unit/Flat**”) The above mentioned carpet area of the said Unit shall be subject to a variation of 3%. The above price does not include expenses for stamp Duty, Registration fees and charges, Service Tax, Value added Tax and infrastructure development charges. The sale of the said Unit is on the basis of Carpet area only. The purchaser/s shall make payment of the said agreed consideration amount by cheques/ Demand drafts drawn / issued on/in favour of the promoter/s “ Pratham Yash Associates”.

M) At the time of execution of these presents , the Purchaser/s has/have paid to the promoter a sum of **Rs _____ /-** being part payment of stamp duty fees, Registration fees, service tax, vat and part payment of IDC as advance payment or deposit (the payment and receipt whereof the Promoter both hereby admit and acknowledge) which shall in no event exceed twenty percent of the sale price of the Flat/Unit agreed to be sold to the Purchaser/s, and the Purchaser/s has /have agreed to pay to the Promoter balance of the sale price in the manner hereinafter appearing.

N) Relying upon the said application, declaration, agreement, offer and subject to whatever stated herein below the Promoter agreed to sell, to the Purchaser the said Unit/Flat at the price and on the terms and conditions hereinafter appearing.

O) Under section 4 of the said Act, the Promoter is required to execute a written agreement for sale of the Unit / Flat to the purchaser, being in fact these presents and also to register the said agreement under the Registration Act.

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

1.The Promoter herein has obtained sanction of the building/s plan/s in respect of the building/s which is/are under construction on the said property and the Promoter herein shall continue to construct and complete construction of the said building/s on the said property in accordance with the plans, designs and specifications approved by the concerned authority which have been seen and approved by the Purchaser/s subject to such alterations and modifications as the Promoter in its sole discretion may think fit and necessary or may be required by the concerned local authority/ Government to be made in them or any of them.

2.The purchaser/s hereby gives/give his/her/their irrevocable consent to the Promoter herein to carry out such alteration, modifications in the sanctioned plan/s of the said building/s as the Promoter in its sole discretion thinks fit and proper and /or such modifications and alterations which are necessary in the authority, planning authority, competent authority or Government or any officer of any local authority.

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

3.The Purchaser/s hereby agree/s to purchase from the promoter and the Promoter hereby agree/s to allot to the Purchaser/ **Flat bearing No.____admeasuring Carpet area _____ sq.ft. i.e. _____ sq. mtrs. Along with adjacent terrace area admeasuring _____ sq.ft. i.e. _____ sq.mtrs. (2 BHK) along with One Covered car Parking** on _____ **Floor**, of the project known as **PRATHAM YASH RESIDENCY PHASE-III (Wing D)** and more particularly described in the Schedule “VII” hereunder written. (Hereinafter referred to as “The Said Unit/ Flat) for the total consideration of **Rs _____/- (Rupees _____ Only).** incurred by Promoter from time to time and also including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/ limited common areas and facilities which are more particularly described in the fifth Schedule hereunder written and excluding the amount towards Service Tax, Vat, LBT, Stamp Duty, Registration Charges, Legal Charges and / or any other taxes of whatsoever in nature levied by the State Government, Central Government, Local Bodies from time to time which is agreed to be paid by the Purchaser/s separately. The accounts maintained by the Promoter of the aforesaid amount will be final. The Purchaser/s hereby agree/s to pay the Promoter balance amount of Purchase price of **Rs _____/-** in the following manner.

SCHEDULE OF PAYMENT

- 1) 10 % on booking,
- 2) 10 % on agreement
- 3) 10 % on plinth
- 4) 10 % on 1st slab
- 5) 10 % on 2nd slab
- 6) 10 % on 3rd slab
- 7) 10 % on 4th slab
- 8) 10 % on 5th slab
- 9) 10 % on flooring
- 10) 10 % on possession

100 % Total Consideration

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

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

respect of the said Unit / Flat to the Promoter and has paid the necessary deposits and signed the possession documents etc .

5.It is hereby declared that the Promoter is entitled to consume the F.S.I. as per the sanctioned plan. The balance F.S.I. or any of additional F.S.I. as may be granted for the said property shall be consumed only by the Promoter even after the property is conveyed to the Apartment Association / Society / Company as may be formed. The Promoter is entitled to make use of the said F.S.I. as and when they desire. The Purchaser undertakes not to object for any further construction as shall be carried out by the Promoter for consuming the said balance F.S.I. or any additional F.S.I. as shall be granted. The Promoter may also construct at their absolute discretion, additional floors by virtue of changes in the Development Control Rules / Bye-Laws. The Promoter shall be entitled to float FSI of the property in the present in the present scheme to any other property and vice-versa if so permitted by the concerned authority. The Promoter shall also be entitled to use the FSI of the internal roads, road widening, and amenity space, open space FSI, TDR etc. on the said building and or other buildings in the layout of the said project.

It is hereby declared that all sanctioned plan/s has / have been shown to the Purchaser and the floor space index (FSI) available is shown in the said additional built up area / FSI/ TDR / land potential in respect of the said land in any other land by floating FSI and / or in the same land as and when the same is permitted wither by way of construction of new buildings or extension of the buildings which are presently permitted. Likewise the Promoter shall also be entitled to use FSI pertaining to other land/s in this land as and when permitted by authority. In this Agreement, the word FSI or Floor Area Ration 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 land shall be available to the Promoter before or after conveyance to an Association or Apartment Owners of the said land 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 may be utilized by the Promoter in the said land as they may decide. The purchaser has hereby given his/her/their irrevocable consent to the Promoter who shall be entitled to revise the plans, get them sanctioned from Town Planning Department / Collector, and construct the additional units, buildings permitted by Corporation and to allot / sell them to various persons. The Purchasers shall have no objection for the said new allottees to be admitted as members of the Association. The Association shall get the new transferees admitted as its members. Notwithstanding anything contained in this Agreement the Promoter 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 terraces above the building/s either prior to or after completion of building/s and even after conveyance of the said land. The Promoter shall also be entitled to transfer or assign the said right/s to any other person. The said land and / or building/s shall be conveyed subject to such right, always being with the Promoter or his assigns.

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

thought necessary by the PROMOTER or as and when required by the Promoter. The Purchaser is made aware that, at the time of construction. The Purchaser shall not make any grievances about the same or ask for or demand for Conveyance / Part Conveyance of the property or part of the property on account of above mentioned delay in any manner or by initiating any proceedings for seeking the conveyance as aforesaid.

6. The Promoter has made full and true disclosure of the title of the said property as well as the encumbrances, if any, known to the Promoter. The Promoter has also disclosed to the Purchaser/s nature of its right, title and interest or right to construct building/s. the Promoter has also given inspection of all the documents to the Purchaser/s as required by law. The purchaser/s having acquainted himself / herself / themselves with all the facts and right of the Promoter has entered into this Agreement. The Purchaser/s hereinafter shall not be entitled to challenge or question the title of the Owner and the right / authority of the Promoter in respect of the said property and to enter into this Agreement. At any stage during the implementation of the scheme the Promoter shall be at liberty to sell, assign or transfer or mortgage or otherwise deal with its title and interest in the said property and buildings to be constructed without affecting the rights granted in favour of the Purchaser in respect of the unit agreed to be purchased by him as per the terms of the Agreements.

7. It is hereby agreed that the time for payment as specified above is the essence of the contract and on failure of the Purchaser/s to pay the same on due dates, it shall be deemed that the Purchaser/s has / have committed breach of this Agreement and the Promoter shall be entitled to take such action as he /she / they is /are entitled to take in case of breach of this Agreement and also to terminate this Agreement.

8. Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Purchaser/s shall be bound and liable to pay interest @ **SBI MLCR plus 2 %** per annum. with quarterly rests, on all the amounts which become due and payable by the Purchaser/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as Condonation of the delay by the Promoter. The amount of interest shall be informed to the Purchaser on completion of the said unit/ flat.

9. On the purchaser/s committing default in payment on due dates of any of the installment payable under this agreement or any other amount due and payable under this agreement (including his/her/their proportionate share of taxes levied by concerned local authority and any other outgoings, deposits etc) or on the purchaser/s committing breach of any of the terms and conditions of this agreement, the Promoter shall in its sole discretion be entitled to terminate this Agreement.

Provided always, the power of termination under this Agreement shall not be exercised by the promoter, unless the Promoter has given to the Purchaser 15 (fifteen) days prior notice in writing, of its intention to terminate the Agreement and pointing out the breach of breaches of the terms and conditions on account of which it is intended to terminate this Agreement and the Purchaser/s has/have failed and/or neglected to rectify the breach or breaches within the period of 15 (fifteen) days of such notice.

Provided further that upon termination of this agreement, the Promoter shall refund to the Purchaser the installments or price which the Purchaser/s might

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

10.The Purchaser/s is aware that depending upon various promises and assurances given by the Purchaser, the Promoter has incurred and shall incur the expenditure and will make commitments to third parties and therefore in the event of cancellation of the Agreement by the Purchaser for any reason whatsoever , the Promoter in addition and without prejudice to other remedies and rights and towards reimbursement and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this Agreement being terminated by the Purchaser for any reason whatsoever, the Promoter shall be entitled to retain, withhold and forfeit a minimum amount of Rs. 50,000/- from and out of the amount so far then paid by the Purchaser to the Promoter and the Promoter shall be liable to repay only the balance amount (if any) from the amount received by the Promoter on resale of the said Unit / Flat. In this case reduction in price of the Unit/Flat will be considered as damages/loss of the Promoter in addition to other loss and expenses.

11.The specifications of the Unit / Flat and the fixtures, fittings and the amenities to be provided by the Promoter to the said Unit / Flat or to the said building are described in the Third Schedule annexed hereto. The Purchaser shall not demand nay changes in the plan of the Unit / Flat annexed herewith. The Promoter shall not refund any amount for deleting any items of specifications and amenities on request of the Purchaser.

12.The Promoter herein shall give the possession of the said Unit / Flat to the Purchaser/s on **31 Dec 2017** and on payment of all dues payable by the purchaser to the Promoter if any in pursuance of these presents and on the Purchaser fulfilling his part of the agreement. If the Promoter fails or neglects to give possession of the Unit / Flat to the Purchasers except on account of reasons beyond his control and of his agents as per the provisions of Section 8 of Maharashtra Ownership Flat Act, by the aforesaid date or the dates prescribed in the Section 8 of the Said Act, then the Promoter shall be liable on demand to refund to the purchaser the amounts already received by him in respect of the Unit/ Flat with simple interest at nine percent per annum from the date the Promoter received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refundable by the Promoter to the Purchaser, it shall be subject to prior encumbrances, if any, be a charge of the Purchasers on the said Flat.

PROVIDED that the Promoter shall be entitled to reasonable extension of time for giving possession of the said Unit/ Flat on the aforesaid date. If the construction and completion of building in which the said unit/ flat is to be situated is delayed on account of

- i) Non-availability of steel, cement, other building materials water or electric supply.
- ii) War, civil commotion or act of God
- iii) Any notice , order, rule, notification of the Government and / or other public or competent authority including the authorities under the Urban Land

(Ceiling and Regulation) Act 1976, Collector or any disputes or matters relating to the property pending final determination by the courts or any other authorities.

iv) Changes in any Rules, regulations, and Bye-laws of various statutory bodies and authorities from time to time then affecting the development and the project.

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

vi) Delay or default in payment of dues by the purchaser under these presents (without prejudice to the right of Promoter to terminate this Agreement under clause 9 above)

vii) Pendency of any litigation

viii) Any act beyond the control of the Promoter.

13. If within a period of one year from the date of obtaining possession by the Purchaser, the Purchaser/s brings to the notice of the Promoter any defect in the Unit / Flat or the building in which the Unit / Flats are situated or the material used thereon or any or any unauthorized change in the construction of the said building, by the Promoter then wherever possible such defects or unauthorized changes shall be rectified by the Promoter at its cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Promoter reasonable compensation for such defect or change. The word defect hereinabove stated shall mean, only the manufacturing defects caused on account of willful neglect of the Promoter himself and shall not mean defects caused by normal wear and tear, negligent use of the premises by the Purchasers, abnormal fluctuations in the temperatures, abnormal heavy rain, etc. Provided however, that it is agreed that the prescribed liability period under the Act shall be deemed to have commenced from the date of obtaining the Completion Certificate or from the date on which the Promoter has given the necessary intimation under this clause, whichever is earlier.

Provided further that the Purchaser/s shall not carry out any alterations of whatsoever nature in the said Unit/Flat or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection in the bathroom as this may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

14. The Purchaser/s shall use the said Unit/Flat or any part thereof or permit the same to be used for the purpose permitted by the local authority. He/She/they shall use the garage or covered/open parking space (if allotted) only for purpose for keeping or parking the purchaser's own vehicle and in manner not inconvenient to other unit holder. Though the car/scooter/ cycle parking areas shall be owned by all the flat owners of their organization, it is the necessity and requirement of the flat purchasers that various parking spaces be got distributed among them to have orderly and disciplined use and to avoid confusion, disputes and differences among them. With this view, the promoter, on the request of the flat purchaser herein, is keeping a register / record of such designations / selections of parking/s to be done by the flat purchasers among themselves which selections are to be got confirmed by all the flat purchasers from the society or association formed by them. The promoter has not taken any consideration for such selection. It is specifically agreed by the Purchaser herein that the above work is being done by the Promoter ex-gratia on the request of

the purchasers and that if for any reason it be held such selection / designation of parking/s by the purchasers of the flats, among themselves is not proper then the purchasers (including flat purchaser herein) shall be entitled to use entire parking area in common with others and as may be agreed and decided by all purchaser with the consent of Promoter, any committee to be formed by purchaser for allotment of the parking areas. That the Purchaser herein and the other flat purchasers will not raise any objection of whatsoever nature as being satisfied with the selection and allotment of one parking area as per the request of the purchasers.

15.The Purchaser/s along with other Purchasers of Unit / Flat's etc. on completion of all in the building/s shall join in forming and registering the Association of Apartment Owners/Co-operative Society/ Company and also for this purpose from time to time sign and execute the applications for registration and / or membership and other papers and documents necessary for the formation and the registration of such body including the bye-laws of the proposed association of apartment owners /co-operative Housing Society/ Company and duly fill in, sign and return to the Promoter within 15 days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the organization of the Purchaser/s under section 10 of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Rules, 1963. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and / or Articles of Association if the same are required to be made by the Promoter as per their commitments to various persons.

16.Unless prevented by circumstances beyond the control of the Consenting Party and Promoter, it is agreed that the said property or any part thereof along with building/s constructed or to be constructed thereon shall be preferably submitted to the provisions of Maharashtra Apartment Ownership Act 1970 and Unit/ Flat/ Apartment will be conveyed by the owners and the Promoters herein within one year from and after (i) completion of construction of all buildings in the entire scheme and utilization of entire FSI and TDR, permissible to be utilized on the said property as per Development Control Rules (whether previously got sanctioned or not (ii) booking and sale of all units in the scheme (iii) after payment of all dues, amounts and considerations including stamp duty etc. by all unit purchasers, whichever is later. This agreement itself is a Declaration by the Purchaser as provided under Maharashtra Apartment Ownership Act 1970 thereby submitting their Unit / Flat / Apartments to the provisions of the said Act. Such conveyance and / or Declaration u/s.2 of the Maharashtra Apartment Ownership Act 1970 as the case may be shall be subject to the exclusive, limited common, etc, rights of the amend/ frame the Bye-laws, Rules etc. of the Association as per the terms of this Agreement and also with a view to maintain decorum, beautification of the building, open ground and common amenities. If the property is subjected to the Provisions of Maharashtra Apartment Ownership Rules 1972. However in case of formation of co-operative Housing Society/ Company as the case may be, all rights in respect of utilization of entire balance as well as future FSI/TDR will be with the Promoter only and this is the essence of the present Agreement. It is further made clear that the final conveyance will be executed in favour of the Society or Company as the case may be after completion of entire development of the project.

17.It is hereby agreed that the Promoter has the exclusive right of allotment of garages or terraces or right to develop garden in adjoining open spaces to one or more person/s of their choice, for their exclusive use and such person/s may

not be the owners or holders of the Unit / Flat / Tenement. The person/s to whom such terraces or garage/s or open space/s are allotted shall be admitted as the members of the Association / Society or Share Holder of the company which may be formed as mentioned hereinabove. It is hereby agreed that the areas mentioned in sub-para (A) of the Third Schedule shall be the common areas and facilities and the Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and/or alienate and dispose of other areas and facilities in such manner as the Promoter thinks fit.

18. Commencing a week after notice in writing is given by the Promoter to the Purchaser/s, that the Unit / Flat is ready for use and occupation, the Purchaser/s shall be liable to pay and bear from the date of possession of his Unit / Flat the proportionate share (i.e. in proportion to the floor areas of the Unit/ Flat) of outgoings in respect of the said land and building/s namely local taxes, betterment charges 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 (collectively referred as 'maintenance charges') for a period of at least 01 year or till such period of completion of the entire project whichever is later and as decided by the Promoter / Developer at the time of handing over possession. The Purchaser shall pay the said deposit amount before delivery of possession of the Unit / Flat. The purchaser shall not be entitled to demand any interest on the said deposit. The Organization shall, after receipt of the remainder amount out of the said deposit from the Promoter, invest the same in any Bank or Govt. security and utilize the interest thereof for meeting the said expenses falling to the share of the Purchaser. After deducting the expenses for the aforesaid purposes, the remaining balance, if any, shall be held by the association and credited to the suspense account of the an Association and if any dues or over expenses are incurred for aforesaid purpose, the same shall be proportionately paid by the Purchaser/s to the Association. In the latter event Association shall be entitled to ask for increment in the deposit amount. In the event of transfer of the Unit/Flat by the Purchaser (with prior permission of the Promoter or Association as the case may be) the said deposit shall not be liable to be refunded but will be transferred in the name of the new transferee. The Purchaser or persons claiming through him/her shall not be entitled to create any encumbrance or charge on the said deposit and the same shall be non-refundable. However, it is agreed that the said deposit amount deposited by the Purchaser shall be used/ utilized by the Promoter for meeting the charges of the building maintenance, lift, chowkidar, common amenities, facilities etc. for which the Purchaser shall not raise any objection of whatsoever nature. Further it is understood that if the said deposit amount is insufficient for the promoter for meeting the expenses towards the above said outgoings, then the said additional deposit amount shall be contributed and to be paid by the purchaser proportionately as demanded by the Promoter from time to time.

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

20. The purchaser/s is/are hereby prohibited from raising any objection in the matter of allotment or sale of accommodation / Unit / Flat etc. by the Promoter on the ground of nuisance, annoyance or incontinence for any profession, trade

or business etc. that has been or will be permitted by law or by local authority in the concerned locality.

21. The purchaser/s himself/herself/ themselves with intension to bring all persons into whosoever hands the said Unit / Flat may come, both hereby covenant with the Promoter as follows for the said Unit / Flat and also for the building in which the said unit / Flat is situated.

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

b) Not to store in the Unit / Flat 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 Unit / Flat is situated or storing which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit / Flat is situated, including entrance of the building in which the Unit / Flat is situated and in case any damage is caused to the building in which the Unit / Flat is situated or the Unit / Flat on account of negligence or default of the Purchaser in this behalf, the purchaser shall be liable for the consequences of the breach.

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

d) Not to demolish or cause to be demolished the Unit / Flat 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 Unit / Flat or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Unit / Flat is situated and shall keep the portion sewers, drains, pipes in the Unit / Flat and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the building in which the Unit / Flat is situated and shall not chisel or in any other manner damage to Columns, Beams, walls, slabs or RCC parties or other structural members in the Unit / Flat without the prior written permission of the Promoter and / or the Association of Apartment Owners as the case may be

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance or the said land and the building in which the Unit / Flat is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

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

g) Pay to the Promoter within seven days on demand from the Promoter his share or security deposit demanded by the concerned local authority or the Government for giving water, electricity or any other service connection to the building in which the said Unit / Flat is situated.

h) To bear and pay increase in local taxes, NA taxes, water charges insurance and such other levies, if any, which are imposed by the concerned local authority and /. Or Govt. and / or other public authority, on account of change of user of the Unit / Flat by the Purchaser viz user for any purpose other than for residential purpose.

i) That the Purchaser shall not let, sub-let, transfer, assign or part with purchaser interest or benefit factor or this agreement or part with the possession of the Unit / Flat until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the purchaser has intimated in writing to the promoter and obtained written consent thereof.

j) The purchaser shall observe and perform all the rules and regulations which the association of apartment owners may adopt at its inception and the additions, alterations or amendments thereof may be made from time to time for protection and maintenance of the said building and the Unit / Flat therein and for the observance and performance of the building Rules, Regulations and Bye-laws for time being of the concerned local authority and / or Govt. and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment Owners / Co-operative Society/ Company the occupation and use of the Unit / Flat in the building and shall pay the contribution regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms in this Agreement.

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

l) Not to obstruct the development work for any reason and in any way.

m) In the event of the Promoter carrying out any work of additions and /or alterations as per instructions of the Purchaser to keep the Promoter harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Promoter shall not be bound to obtain completion / occupation certificate as per such additions or alterations which work shall be done by the Purchaser at his own costs and risk.

n) Till a separate electric meter or a water meter is installed / allotted by the MSEDCL, the Purchaser herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his / her Unit / Flat.

22.Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Unit / Flat or of the said plot and building or any part thereof. The purchaser shall have no claim save and except in respect of the Unit / Flat hereby agreed to be sold to him / her all the open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the said land and building is transferred to the Association of Apartment Owners hereinbefore mentioned.

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

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

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

26.This agreement shall always be subject to the provisions of the Maharashtra Ownership Flat (Regulation of the promotion of construction, sale, management and transfer) Act 1963 and the Maharashtra Apartment Ownership Act 1970 or Maharashtra Co-operative Society Act 1960 or Indian Companies Act, 1956 and the rules made there under from time to time as the case may be.

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

28.It is agreed by and between the parties hereto that the Promoter has constructed Garden and Children Play area and same shall be handed over to the Association which may form by all the unit holder, only after the said housing project is duly completed in all means. Prior to completion of entire housing project on the said land, the association or its members, unit holders shall not claim or demand possession or transfer the Garden & Children Play area and its area.

29. The Purchaser/s hereby agrees that in the event of any amount by way of premium to the corporation or to the State and/or Central Govt. or betterment charges or development tax or educational cess or any other tax or payment of a similar nature becoming payable by the Promoter either before or after delivery of possession of the Unit/ Flat the same shall be paid in advance either by way of deposit or advance by the Purchaser to the Promoter in proportion to the area of the Unit / Flat to be purchased by the Purchaser/s.

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

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

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

33. After the possession of the premises/building is handed over or after getting the completion certificate of the building by concerned local authority if any work thereafter is required to be carried out by the Government or Municipality or any statutory authority, the same shall be carried out by the Purchaser in Co-operation with the Purchasers of the other Unit/ Flats in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.

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

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

36. The Purchaser/s has hereby irrevocably authorized the Promoter to prepare the layout and buildings plans of the said property and to submit the same to the requisite authorities and obtain their sanction to revise the layout and building plans and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Purchaser liable for any costs and affecting his / her interest. It is expressly agreed by the purchaser that any such revision of the layout or the building plan may change the position of building/s to be constructed, the open space and other such areas and constructions agreed to be provided in the brochure of the scheme. No separate consent is required to be obtained from the purchaser/s by the developer for such revision of layout of building plan.

37. In case of any dispute between the Promoter and the Purchaser/s regarding interpretation of any of the terms and this Agreement or regarding any aspect of the development of the entire property including quality of construction work, defective service by the Promoter, delay in construction work and / or sale deed, alterations in the plan parking arrangement, grant of exclusive uses rendering of account etc. then such dispute shall be referred to the arbitration of a single arbitrator to be appointed by the promoter whose decision shall be final and binding on both the parties.

38.The Purchaser/s has read the terms of the sale deed and other agreements in between the Promoter and erstwhile owners and Purchaser agrees that this agreement is subjected to the said terms and the terms of the sale deed and other agreements are also binding on him.

39.IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space in front of or adjacent to the terrace Unit / Flat in the said building including terrace Unit / Flat in the said building including terrace above the canopy, If any, shall belong exclusively to the Promoter or respective purchaser of the terrace Unit/ Flat if so allotted by the Promoter and such terrace Unit / Flat if so allotted by the Promoter and such terrace spaces are intended for the exclusive use of the respective terrace Unit / Flat Purchaser/s. The said terrace shall not be enclosed by the Unit / Flat Purchaser/s. The said terrace shall not be enclosed by the Unit / Flat Purchaser/s till the permission in writing is obtained from the concerned local authority and the Promoter or the Association as case may be. The Promoter shall have the right to construct Unit / Flat etc. on the terraces of the existing building and utilize the FSI obtained for road widening / internal roads or any other TDR obtained by the Promoter.

40.IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space above the said building, if constructed by the Promoter at their discretion shall not be a common area but shall belong exclusively to the Promoter or the Purchaser/s of the units to whom the same will be allotted by the Promoter as per Promoter's discretion and the said terrace space is intended for the exclusive use of the Promoter or the said Unit Purchaser/s. The said terrace shall not be enclosed by the said Unit Purchaser/s till the permission in writing is obtained from the concerned local authority and the Promoter or the Association as the case may be. The Promoter or his assignees shall have a right to construct Unit / Flat etc. on the said terrace towards FSI of road widening area, FSI of internal roads, TDR or any other FSI.

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

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

43.The name of the project and building shall be **"Pratham Yash Residency"** and this name shall not be changed without the written consent of the Promoter. The name of the Association shall also be decided by the Promoter at his discretion.

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

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

46.If any amount dues and payable by the Purchaser/s remains unpaid then the Promoter at his discretion and without prejudice to his other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Purchaser/s or from any amount payable to the Purchaser/s and adjust the account accordingly and in case still there are dues from Purchaser make demand accordingly.

47.Any exclusive use allotted by the Promoter either of the terrace, open space or of any other portion of the land/construction shall be subjected to the right of such person for the specific purpose and to the contribution towards maintenance and repairs of the common amenities such as drainage, water and electrical lines, etc. payable by such person to the organization which may be formed by the promoter. Also if there is no common terrace or any common area on top of building and if common T.V. antenna is not provided then other unit holders shall be entitled to erect their T.V. antenna (not dish antenna) on the terrace on top of the building at the place convenient and suitable for both the said other unit holders and the unit holder/s to whom the right of exclusive use of terrace is allotted. All terraces, open spaces, parking areas etc. which are not allowed for exclusive use to any other person/s, shall remain for the exclusive use of the Promoter and the Purchaser/s herein shall not object to the same nor obstruct the Promoter from allowing such exclusive use to any other person/s.

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

49.If any portion of the said property adjoining the existing road is or will be reserved for the purpose of road widening or Road then the competent authority may pay the compensation therefore in terms of additional F.S.I. in respect of the said portion under the road widening to be utilized in the remaining portion of the property or in any other property by floating the FSI. In such an event and as and when such FSI is granted, the Promoter shall be entitled to use the same and additional built up area in the said property either by way of construction of new building or extension of the buildings which are presently permitted or in any other property as per the discretion of the Promoter. The Purchaser/s has hereby given his irrevocable consent therefore and the Promoter shall be entitled to revise the plans, get the same sanctioned from the Competent Authority, construct the additional units permitted by Competent Authority/Town Planning Department, and to sell/allot them to various persons. The purchasers shall have no objection for the said new allottees to be admitted as members of the Association. If the Town Planning Authority refuses to permit the FSI in respect of the area under road widening then the promoter alone shall be entitled to the compensation in respect thereof.

50.The Promoter shall be entitled to use the present unutilized and / or additional built up area/FSI/TDR in respect of the said property in any other property by floating the same and /or in the same property as and when the same is permitted either by way of construction of new building or extension of the building which are presently permitted. Likewise the Promoter shall also be entitled to use FSI pertaining other property in this property as and when permitted by Town Planning Authority. The Purchaser/s has hereby given his irrevocable consent therefore and the Promoter shall be entitled to revise the plans, get them sanctioned from Competent Authority/Town Planning Authority, construct the additional units 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. The Association shall get the new transferees admitted as its members. Notwithstanding anything contained in this Agreement to the contrary the Promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR as stated in above paras on any open space and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the property. The Promoter shall also be entitled to transfer or assign the said right to any other person. The property shall be conveyed subject to the said right.

51.The Purchaser/s hereby irrevocably authorizes the Promoter to represent him before the concerned authorities in all matters regarding the property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Purchaser/s. The Promoter may till the execution of the final conveyance represent the Purchaser/s to do all the necessary things/acts in all the departments of the Town Planning Authority, Collectorate, Road, Water, Building Tax assessment, Govt. and Semi-Govt. departments, MSEB, ULC official etc. and the same shall stand ratified and confirmed by the Purchaser/s herein.

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

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

54.The Promoter is and shall be entitled to exclusively retain the open spaces in the layout in the property more particularly described in the First Schedule hereunder given and / or under the entire layout. The Promoter shall be entitled to avail of the FSI that may be granted on the said open space and construct

thereon a recreation / cultural hall, club house, sports complex or any other construction as may be decided by the Promoter in its absolute discretion and retain the same for its exclusive use and ownership. The said hall etc. and open space/s shall exclusively belong to the Promoter. The Promoter at its discretion may allow the use thereof for such use and consideration as the Promoter in its absolute discretion may decide and the Purchaser has hereby given his irrevocable consent therefore.

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

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

57.It is hereby made clear that the organization of all the Purchaser/s/Unit Holders for the said scheme shall be Association of Apartment Owners to be formed and registered under the provisions of Maharashtra Apartment Ownership Act 1970 or Co-operative Housing Society as per the discretion of the Promoter. The Promoter may at its discretion and option decide to form an independent Association / Society / Company of each building / wing or jointly of all the buildings / wings in the said property. In the event of separate or more than one Association is formed, then Promoter may decide to form a separate organization / federation of such associations for the management of the common areas and facilities common between the Associations. The decision taken by the Promoter shall be final and binding on the Purchaser/s and all such Associations. It is also expressly agreed that till the formation of any such independent organization/s for each building /wing or group of buildings as the case may be and till formation of organization / federation of such associations for the management of the common areas and facilities common between the Associations the Promoter may manage the maintenance of the **“PRATHAM YASH RESIDENCY PHASE III (WING D)”** project either by itself or through any agency or by formation of any adhoc committee of the flat Purchasers as per his sole discretion and the Purchaser agrees to contribute the amounts as per the demand.

58.The consideration of the said unit / Flat / accommodation as agreed between the Promoter and the Purchaser/s herein is as per the prevailing market rate in the subject locality, which is the true and fair market value of the said Unit / Flat. This agreement is executed by the parties hereto under the Maharashtra Ownership Flat Act 1963 and stamp duty for this transaction is payable as per

the Bombay Stamp Act 1963 and stamp duty for this transaction is payable as per the Bombay Stamp Act 1958 Schedule 1, Article 25 (d). The Purchaser/s herein has paid stamp duty along with appropriate registration fees herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the conveyance, which to be executed by the Promoter herein in favour of the Purchaser/s herein or in the name of the society in which the Purchaser/s will be the member in respect of the said Unit / Flat. If additional stamp duty is required to be paid at the time of conveyance the same shall be paid by the Purchaser/s.

59. The rent payable for Flat ____ (2 BHK) would be Rs. 12000/- per month by the Promoter to the purchaser effective from 1st Jan 2018 in case of delay of possession.

60. before taking possession of the said Unit, the Purchaser/s agree/s to make payment to the Promoter/s.

- a) **Rs.1,75,000/- (One Lacs Seventy Five Thousand Only)** for Infrastructure Development Charges (Like Swimming Pool, Club House , Gymnasium, Solar Water Heating System, Gen Set Back-up.)
- b) **Rs.75,000/- (Seventy Five Thousand Only)** being the amount agreed to be paid by the Purchaser/s to the Promoter/s for provision of Electric connection and Meter to the said unit.
- c) **Rs.50,000/- (Fifty Thousand Only)** being the amount agreed to be paid by the Purchaser/s to the Promoter/s to meet with share money , entrance fee, Legal and other expenses for formation of the Society wherein the Purchaser/s shall be members.
- d) **Rs. 50,000/- (Fifty Thousand Only)** being the amount agreed to be paid by the Purchaser/s to the Promoter/s for Water Connection and one year maintenance from date of possession.

FIRST SCHEDULE
(Description of the said Property)

All the pieces and parcels of the contiguous properties lying and situate at **Village Lohegaon**, Tal Haveli, Dist – Pune within the local limits of Grampanchayat Lohegaon, Taluka Panchayat Samiti Haveli, Zilla Parishad Pune and also within the jurisdiction of Sub-Registrar, haveli No.8 Pune, bearing S.No. 296 hissa no.6 admeasuring 00 H 29.25 R i.e. 2925 sq.mtrs. thereabout and the said properties are bounded as follows

On or towards East : Remaining Property of S.No. 296/5
property of Mr. Kisan Khandave &

Wadhava Builders.

On or towards South : Remaining Property of S.No. 296/6

On or towards West : Remaining Property of S.No.

296/3/2 & Property of Mr. Laxman Bhimaji Mendhekar & others

On or towards North: Property of Mr. Somnath Waman
Khandave & others

SECOND SCHEDULE
(Description of the said Property)

All the pieces and parcels of the contiguous properties lying and situate at **village Lohegaon**, Tal Haveli, Dist – Pune within the local limits of Grampanchayat Lohegaon, Taluka Panchayat Samiti Haveli, Zilla Parishad Pune and also within the jurisdiction of Sub-Registrar, haveli No. 8 Pune, bearing S.No. 296 Hissa No 3/2 admeasuring 3500 sq.ft. R i.e. 325.278 sq.mtrs. thereabout and the said properties are bounded as follows:

On or towards East : Property of Mr. Somnath Waman
Khandave & others
On or towards South: Property of Mr. Anant Acharya
On or towards West : Colony Road (Porwal Road)
On or towards North: Property of Mrs. A.K. Sinha

THIRD SCHEDULE **(Description of the said Property)**

All the pieces and parcels of the contiguous properties lying and situate at **village Lohegaon**, Tal Haveli, Dist – Pune within the local limits of Grampanchayat Lohegaon, Taluka Panchayat Samiti Haveli, Zilla Parishad Pune and also within the jurisdiction of Sub-Registrar, haveli No. 8 Pune, bearing S.No. 296 Hissa No 5 admeasuring 13988 sq.ft. i.e. 1300 sq.mtrs. thereabout and the said properties are bounded as follows

On or towards East : 20 ft internal road & S.No295
On or towards South :Property of Mr. Jadhav & Deore
On or towards West : Property of Mr. Kishor Vishwas Patil
& Others
On or towards North: Remaining Property of S. No. 296/5

FOURTH SCHEDULE **(Description of the said Property)**

Survey No. 296 , Hissa no .5 part area admeasuring about 5382 sq.ft. i. e. 500 sq.mtrs. from out of total area admeasuring about 02 Hector 47 R (hereinafter referred to as the said property) and having is bounded on or towards.

East : Property of Mr. Eknath Galande & others.
South : Property of Mr. Suresh Khandave.
West : Property of Mr. Balbhim More & Pratham Yash Asso.
North : Property of Mr. Kishan Khandave & others.

FIFTH SCHEDULE **(Description of the said Property)**

Survey No. 296 , Hissa no .5 part area admeasuring about 19913 sq.ft. i. e. 1850 sq.mtrs. from out of total area admeasuring about 02 Hector 47 R (hereinafter referred to as the said property) and having is bounded on or towards.

East : Property of Mr. Galande & Nimbalkar.
South : Property of Mr. Khese.
West : Property of M/S Legacy Landmarks Pvt.Ltd through Mr. Vikas Bhatevara.
North : Property of Pratham Yash Associates

SIXTH SCHEDULE
(Description of the said Property)

Survey No. 296 , Hissa no .5 part area admeasuring about 10764 sq.ft. i. e. 1000 sq.mtrs. from out of total area admeasuring about 02 Hecter 47 R (hereinafter referred to as the said property) and having is bounded on or towards.

East : Property of Mr. Santosh Khandave .
South : Property of Mr. Suresh Khandave.
West : Property of M/S Legacy Landmarks Pvt.Ltd through Mr. Vikas Bhatevara.
North : Property of Mr. Jadhav and Deore..

SEVENTH SCHEDULE
(Description of the said Flat)

Flat bearing No. __ admeasuring Carpet area _____ sq.ft. i.e. _____ sq. mtrs. Along with adjacent terrace area admeasuring _____ sq.ft. i.e. _____ sq.mtrs. (2 BHK) along with One Covered car Parking , on _____ floor, of the project known as Pratham Yash Residency Phase III (Wing D) and more particularly described in the Schedule "II" hereunder written.

On or towards East : _____,
On or towards South: _____,
On or towards West : _____,
On or towards North: _____.

EIGHTH SCHEDULE
(Specifications of the Unit / Flat)

1. Structure - RCC Framed structure parking + 8 floor and parking + 4 floor With earthquake resistance.
2. Masonry - External & Internal walls 6" thick B.B.
Masonry
- 3)Plaster - External sand faced & internal gypsum finish
- 4)Flooring - 2' x 2' vitrified digital flooring tiles for all rooms.
- 5)Windows - Jindal Made Three track Aluminium sliding windows with grills and Mosquito Net
- 6`Kitchen - telephone black granite kitchen platform with S.S. sink with 4 ft. glazed tiles dado
- 7)Painting - Internal Tractor Emulsion Paint & External Apex paint
- 8)Bath - Anti Skid flooring and digital wall tiles.
- 9)W.C. - 4' glazed tiles dado
- 10)Plumbing -Concealed plumbing with Hindware made CP & Sanitary Fitting

11)Electrical -Concealed wiring with polycab wires and Legrand Modular switches.

12)Doors -Decorative entrance main door with laminated sheets, WC/Bath door frame in marble / granite.

SPECIAL ATTRACTION

- 1) Swimming Pool
- 2) Club House
- 3) Well Equipped Gymnasium
- 4) Out Door Games with related items / multipurpose court
- 5) Indoor Games in club house with related items
- 6) Modular Kitchen
- 7) Kitchen Chimney
- 8) POP Ceiling in Living Room
- 9) Decorative Scheme Entrance Gate
- 10) Solar water heating system
- 11) Children Play area
- 12) Mini Amfi Theatre
- 13) Automatic Lifts
- 14) Genset back up for lifts and common area
- 15) Double lifts and stair case for emergency
- 16) Rain water harvesting
- 17) Vermiculture plant
- 18) Concrete paved block Internal drive ways
- 19) Decorative Entrance Lobby
- 20) Double Security Gate for project
- 21) Fans, Tubes, CFL & Exhaust Fan
- 22) Gas Pipeline
- 23) CC TV In Campus.
- 24) Video Door Phone
- 25) Intercom Facility
- 26) Gas Stove
- 27) TV Cable and Internet Connection

PROVISION FOR

- 1) For Washing machine in Dry Balcony,
- 2) For Water Purifier in Kitchen
- 3) For Inverter in flat
- 4) For AC in master room

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

SIGNED, SEALED AND DELIVERED
By the within named PURCHASER/S

PURCHASERS.

SIGNED, SEALED AND DELIVERED

By the within named OWNERS / PROMOTERS
M/s. Pratham Yash Associates

A registered Partnership Firm,
Through its Partners

- 1) Mr. Kishor Vishwas Patil**
- 2) Mr. Lakhan Omkar Rupnar**
- 3) Mrs. Sumanbai Gendilal Salunke**
- 4) Mr. Prafulla Shriram Kasar**
- 5) Mr. Dipak Vasant Patil**
- 6) Mr. Gulabrao Bhimrao Patil**
- 7) Mr. Balbhim Dashrath More**

Promoter / Developer No. 2 to 7 through
Their Power of Attorney holder and himself
MR. KISHOR VISHWAS PATIL
OWNER/ PROMOTER

AND

MR. JEEVRAJ VYAS

In the presence of

WITNESSESS :

SIGN :

SIGN :

NAME :

NAME :

ADD :

ADD :