FORMAT OF AGREEMENT COPY

AGREEMENT TO SALE

THIS ARTICLE OF AGREEMENT MADE AND EXECUTED AT PUNE ON THE DAY ---------- OF IN THE YEAR 2017.

BETWEEN

ACHAL PROMOTERS – AAKASH,

Partnership firm having its office at

Throught its authorized partner

Shri. Achal Walchand Jain

150, Bhavani Peth, Pune

PUNE 411042.

PAN No. ABKPJ7993C.

Hereinafter referred to as THE PROMOTER (Which Expression unless it is repugnant to the context or meaning thereof shall mean and include Partners of the said Partnership Firm, Survivor/s of the last Partner, Legal heirs/Successor/s in title/ Executors/ Representatives of the Partner/s of the said Partnership Firm, Receiver/s of the said Partnership Firm, Assignees of the said Partnership Firm etc) THE PARTY OF THE FIRST PART

AND

_____

AGE : --- YEARS OCCUPATION : ----------

ADDRESS : ----------

PAN.NO : ----------

Hereinafter referred to as THE PURCHASER/S (Which expression unless it is repugnant to the context or meaning thereof shall mean and include their legal heirs, Successors in title, Administrators, Executors and Assignee/s as THE PARTY OF SECOND PART.

WHEREAS all that piece and parcel of sub plot no. 80 admeasuring about 5400 sq. ft. i. e. 501.66 sq. mts. out of lay out at S. No. 589/B situate at Bibwewadi falling within the local limits of Pune Municipal Corporation and within the jurisdiction of Sub-Registrar of Assurances – Haveli District – Pune was purchased by one Mr. Madhukar Ramkrishna Deshmukh from it's previous owner Mr. Vedprakash Gulati by sale deed which was registered in the office of the Sub Registrar, Haveli I on 3.5.1978 by document no. 987.

AND WHEREAS Mr. Madhukar Ramkrishna Deshmukh by sale deed which was registered in the office of the Sub Registrar, Haveli I on 14.7.1988 by document no. 11301 sold the said plot to Shri. Deepak Motichand Doshi. Name of Shri. Deepak Motichand Doshi was entered on 7/12 extract of the said plot by mutation entry no. 16493 as the owner thereof.

AND WHEREAS Shri. Deepak Motichand Doshi by sale deed dated 30.9.1993 which was registered in the office of the Sub Registrar, Haveli I on 14.1.1994 by document no. 111/94 sold the said plot to M/S R. M Shah & Sons HUF Firm, represented by Mr. Satish Ramanlal Shah and name of M/S R. M Shah & Sons HUF Firm, represented by Mr. Satish Ramanlal Shah. was entered on 7/12 extract of the said plot by mutation entry no. 25913 as the owner thereof.

. AND WHEREAS said M/S R. M Shah & Sons HUF Firm, represented by Mr. Satish Ramanlal Shah and it's coparceners Mr. Ramanlal Manilal Shah, Mrs. Kamalaben Ramanlal Shah, Mrs. Sulbha Ravindra Shah, Mr. Satish Ramanlal Shah being the consenting parties sale deed dated 29.3.2014 which was registered in the office of the Sub Registrar, Haveli II on 29.3.2014 by document no. 2626/2014 sold the said plot **ACHAL PROMOTERS – AAKASH,** Partnership firm having it's office at – 150, Bhavani Peth, Pune. Name of **ACHAL PROMOTERS – AAKASH** was entered on 7/12 extract of the said plot by mutation entry no. 26073 as the owner thereof.

AND WHEREAS The Promoter became absolute owners of all the above mentioned Properties.

AND WHEREAS The Promoter decided to Develop the said Property and to construct buildings on the said Property as well as to carry on the scheme of construction generally known as "OWNERSHIP SCHEME" on the

said property and thereafter the Promoter prepared building plans in respect of the said property and submitted it to the Pune Municipal Corporation for sanction and approval and Pune Municipal Corporation has sanctioned the building plans in respect of the said property vide Commencement Certificate No.CC/2216/15 dated. 16/10/2015 and the said Plans may be renewed or revised as and when required.

AND WHEREAS the Promoter has commenced construction on the said property as per sanctioned plans and started R.C. C work of the building to be constructed on the said property.

AND WHEREAS the Promoter is entitled to complete the building being constructed on the said property in accordance with the building plans sanctioned by Pune Municipal Corporation in respect of the said property, to carry on the scheme of construction generally known as “OWNERSHIP SCHEME” on the said property and to sell, transfer the tenements, structures in the building being constructed on the said property .

AND WHEREAS the Promoter has entered in to Standard Agreements with, Jaideep Deshpande (Element 5) an Architect Registered with the Council of Architects and the Promoter has appointed a Structural Engineer for preparation of structural designs and drawings of the building being constructed on the said property and the Promoter has accepted the Professional supervision of the Architects and the Structural Engineer till the completion of the building on the said property. The Promoter herein reserve their right to change the Architects and or Structural Engineer before completion of the project and appoint new person/s in their place.

AND WHEREAS THE Promoter has the sole and exclusive right to sell, lease mortgage the tenements i. .e shops, offices residential flats, parking spaces, terraces and other structures in the building being constructed on the said property and to enter in to Agreement/s with the prospective purchaser/s in connection with the sale, transfer of tenements, structures in the building being constructed on the said property and to receive the purchase price thereof.

AND WHEREAS The Purchaser approached the Promoter and had shown her/his interest to purchase a flat in the building being constructed on the said property and the Purchaser demanded all documents, papers, plans,

designs etc. as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act ,1963 hereinafter referred to as “THE SAID ACT” and the rules made there under.

AND WHEREAS as per the demand made by the Purchaser the Promoter has provided all the Documents ,Papers, Plans, Designs, as specified under the said act as well as those demanded by the purchaser and the purchaser has seen all those documents, papers, plans designs and verified them.

AND WHEREAS the Purchaser/s has/have also taken independent searches and carried out Investigation of title by engaging his/her their own Advocate and have satisfied themselves about marketability of title of the Promoter in respect of the said property after perusal of all documents, records etc. lying in the offices of the concerned authorities as well as those provided by the Promoter for inspection .

AND WHEREAS after perusal of plan/design of the building being constructed on the said property ,the Purchaser applied to the Promoter for purchase of Flat No.302 on the Third floor admeasuring about 1250 square feet .i.e 83.50 sq. mts. built up in the building being constructed on the said property as per building plan sanctioned by the Pune Municipal Corporation and which flat hereinafter is referred to as “The said Flat” .

AND WHEREAS the Promoter has agreed to allot the said Flat to the Purchaser at the price and on the terms and conditions hereinafter appearing.

AND WHEREAS The copies of (a) The Certificate of Title issued by the Advocate of the Promoter (b) The Certified Copy of 7 /12 Extract of the said property showing the nature of title of the Promoter to the said property on which the building is being constructed and (c)The Plan of Flat agreed to be purchased by the Purchaser have been annexed hereto and marked as Annexure ‘A’ and ‘B’ and ‘C’ respectively.

AND WHEREAS under Section 4 of the said Act the Promoters are required to Execute a written Agreement for Sale in respect of the said Flat in the name of the Purchaser BEING IN FACT THESE PRESENTS and as such an Agreement is required to be Registered under the Registration Act1908.

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

1) The Promoter shall construct the said building consisting of ground floor and upper floors on the said property in accordance with the plans, designs and specifications which have been approved by the Purchaser with such variations and modifications as the Promoter may consider or as may be required by the Concerned Development Authority to be made in the building plan approved or to be approved by the Pune Municipal Corporation.

2) That The Purchaser hereby agrees to acquire from the Promoter and the Promoter hereby agrees to allot to the Purchaser Flat No. ---- admeasuring about ------ sq.mts. carpet area on the ____ floor in the building being constructed on the said property which is herein after referred to as "THE SAID FLAT " which is more particularly described in the first schedule herein under written and delineated by Red lines in floor plan annexed herewith at or for a total consideration of **Rs. _____ (Rupees. _____ only)** being inclusive of the Properties Price of the Common area and facilities showing the nature, extent and description which are more particularly described in the Second Schedule hereunder written and also being inclusive of all amount of expenses required for Formation of and Registration of /Society /Body Corporate/Association of Apartment Holders as the case may be and amount of expenses and Deposits for obtaining Electricity connection and meter for the said Flat but not including share of amount for installation of Transformer if required and does not includes expenses of Stamp Duty Registration, Service Tax , V A T or any other tax which is payable or becomes payable at any time for the said Flat.

3) The Purchaser hereby agrees to pay the Promoter the Amount of Consideration of **Rs. _____ (Rupees. _____only)** in the following manner.

The Payment schedule is to be paid as follows.

a) Rs (10%) At the time of booking

b) Rs (20%) At the time of Execution of Agreement

c) Rs (15%) At the time of Completion of plinth

d) Rs (5 %)	To be paid on or before /at the time of first slab.
d) Rs (5 %)	To be paid on or before /at the time of third slab.
e) Rs (10 %)	To be paid on or before /at the time of fifth slab.
f) Rs (10 %)	To be paid on or before /at the time of terrace slab
g) Rs (10%)	To be paid on or before /at the time of brickwork & plastering.
k) Rs (10%)	To be paid on or before/at the time of sanitary & Electrical fittings , Completion of left & water pump.
l) Rs (5%)	To be paid within 8 days when the Promoter gets Completion certificate or on intimation by the Promoter that such accommodation is ready for use and occupation.

The Purchaser shall make all the payments to the promoter by demand draft or RTGS or by local cheques in favour of "**Achal Promoters – Aakash Escrow A/c"** drawn on **Bank Of Maharashtra, Guruwar Peth branch vide A/c No. 60289501090**

4) The Promoter hereby agrees to observe, perform and comply with all terms, conditions, stipulations and restrictions if any which may be imposed by the Pune Municipal Corporation at the time of sanctioning the building plans in respect of the said property .

5) The Promoter hereby agrees that the Promoter shall before handing over the possession of the said Flat to the Purchaser and in any event before execution of a Conveyance of the said property in favour of the Society/Limited Company/Association of Apartment Holders etc. of the Purchasers of the tenements in the building being constructed on the said property herein after referred to as "The Society / Limited Company / Association of Apartment Holders", make a full and true disclosure of the nature of title of the said property as well as encumbrance if any including any right, title, interest or claim of any party into or upon the said property and shall as far as practicable, ensure that the said property is free from all encumbrances and that the Promoters have absolute, clear and marketable

title to the said property so as to convey to the Society / limited Company / Association of Apartment Holders such absolute, clear and marketable title on execution of conveyance in favour of the said Society / Limited Company / Association of Apartment Holders.

6) The Promoter shall be entitled to implement the said scheme by independently using the F.S.I and T.D.R that may be acquired and or purchased by the Promoter for the construction of additional floors on the buildings being constructed on the said property and also by using the F.S.I of the adjoining property by amalgamating the same. Further if at any time prior to or even after execution of the Conveyance /Apartment Deeds, the F.S.I is increased such increased F.S.I shall be ensured for the benefit and exclusive use of the Promoter alone with out any rebate to the Purchasers & the Promoter shall be entitled to use such additional F.S.I if available in respect of the said property at any time hereafter irrespective of the fact that the conveyance has been executed in the name of the Society / Proposed Society and or Deed of Declaration under Section 2 of The Maharashtra Apartments Ownership Act 1970 to be registered and executed , and or a Deed of Apartments be executed in the name of the Apartment Holders, Then these Presents shall be treated as Agreement between The Promoter, The Purchaser and The Society or such Association to be formed of the Tenement Holders/ Purchasers in respect of the right of the Promoter to use and utilize the additional F.S.I along with proportional T.D.R on the said property for constructing additional structures and floors and disposing off the same in the way and manner as decided by the Promoter and the Purchaser hereby agrees to accept the Purchaser / s of the additional floors /structures to be constructed on the said property by using additional F.S.I available to the Promoter as Member/s of the Society/Association of Apartment Holders ,further the Purchasers herein by executing these Presents has/have given his /her/their irrevocable consent for the aforesaid purposes and no separate consent will be required.

7) The Promoter shall have right to grant permission to the Owner/s and or Occupier/s of the adjacent and adjoining properties to use and enjoy the passage and other common areas / facilities in the said property and building being constructed along with the Purchasers of the tenements in the building being constructed on the said property and the Purchasers hereby give their consent to the Promoter for granting permission to use and enjoy the passage

and other common areas in the said property and in the building being constructed on the said property to the Owner/s and or Occupier/s of the adjacent properties and the Purchaser further agrees and declares that the Purchaser shall not raise any dispute regarding the same in future.

8) The Purchaser/s hereby gives his / her / their consent to modiy and revise the plans of the building being constructed on the said land in connection with using, utilizing and consuming T.D.R in respect of F.S.I that may be acquired and/or purchased by the Promoter for construction of additional floors and structures on the building being constructed on the said property and the Purchaser hereby agrees and declares that the Promoter has exclusive rights to revise and modify the building plans by using and utilizing and consuming T.D.R in respect of F.S.I that may be acquired or purchased by the Promoter for construction of additional floors /structures on the building being constructed on the said property as per revised and modified plans to be prepared and sanctioned and to change the nature of structure of the building and tenements and the Purchaser shall not raise any dispute hereafter regarding modifications and or variation of the building plans being made by utilizing and consuming T.D.R in respect of F.S.I that may be acquired or purchased by the Promoter for construction of additional structures and floors on the building being constructed on the said property.

9) THE Promoter hereby agrees that if the nature of the said Flat hereby agreed to be sold to the Purchaser is to be changed or any variation or modification to the building plan is to be made then he Promoter shall take the consent of the Purchaser.

10) The Purchaser hereby gives his /her/ their lawful consent to the Promoter to construct additional structures and / or to make construction in the open space shown in the sanctioned building plan and/or to construct additional floor/s on the terrace of the building being constructed on the said property shown in the sanctioned building plan if necessary permission is accorded by the Pune Municipal Corporation for construction of such additional structures/additional floors in the open space or on the terrace or both even if possession of the said flat has been given to the Purchaser by utilizing and consuming F.S.I of the said property and or adjoining property and also by utilizing and consuming T.D.R in respect of F.S.I that may be acquired and or purchased by the Promoter for construction of additional structures and floors

on the buildings being constructed on the said property and the Promoter will be entitled to construct in open space and also to construct additional floors on the terrace and/or roof of the building already constructed on the said property at any time and the Purchaser shall not raise any dispute and/or create dispute for the same at any time and the Purchaser shall not be entitled to raise any dispute or obstruction.

11) Payment In due time is the Essence of the Contract.

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 Promoters herein shall be entitled to take such action as they are entitled to take in case of breach of any condition of this agreement including termination of the agreement.

12) Interest On Un Paid Due Amount :-

With out prejudice to the right of the Promoters to take action for breach arising out of delay in the payment of installments on due dates, the Purchaser/s shall be bound and liable to pay interest @1.5% per month on all the amounts which become due and payable by the Purchasers to the Promoters till the date of actual payment ,provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as a waiver of the right of the Promoters under this agreement , nor shall it be construed as condonation of delay by the Promoters against delay in payments by the Purchaser/s.

13) Termination Of Agreement:-

On the Purchaser committing default in payment on due date of any amount due and or the Purchaser committing breach of any of the terms and conditions under this Agreement (including payment of their proportionate share of taxes levied by Concerned local authority and other outgoings) the Promoter shall be entitled at their own option to terminate this Agreement. PROVIDED ALWAYS that the Power of termination herein contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Purchaser fifteen days prior notice in writing at the address mentioned in this Agreement of their intention to terminate this Agreement and / or

pointing out the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement and the Purchaser has failed in remedying such breach or breaches within the period of 15 days of receipt of such notice. On the expiry of 15 days of receipt of such notice the Promoters herein shall be entitled to issue second notice as to the termination of the Agreement and forfeiture of the amounts whatever paid by the Purchaser to the Promoter or at its discretion to refund the amounts hereinafter set forth.

PROVIDED FURTHER that upon termination of this Agreement as aforesaid and if the Promoter has not decided to forfeit the amounts then, the Promoter shall refund to the Purchaser the amount of Installments of the purchase price of the said Flat which may till then have been paid by the Purchaser to the Promoter but the Promoter shall not be liable to pay to the Purchaser any interest on the amount so refunded, and upon termination of this Agreement the Promoter shall be at liberty to dispose off the said Flat to such person/s and at such a price as the Promoter may in his absolute discretion think fit.

14) The fixtures, fittings and amenities to be provided by the Promoter in the said Flat are those that are set out in Annexture ‘ D ’ annexed hereto.

15) It is hereby agreed by and between the parties hereto that the Promoter shall give possession of the said Flat to the Purchaser within Two years from the date of execution of this Agreement. If the Promoter is unable to give possession of the said Flat to the Purchaser on account of reasons beyond their control as per provisions of section 8 of the said Act on the aforesaid date or the dates prescribed in section 6 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 said Flat with simple interest at 9 (Nine) percent per annum from the date on which the Promoter might have received the said amounts till the date on which the amounts and interest thereon are repaid ,PROVIDED that by mutual consent it is agreed that dispute as to 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 provided that the Promoter shall be entitled to a reasonable extension of time for giving delivery of the said Flat on the aforesaid date if

the completion of the said building in which the said Flat is to be situated is delayed on account of :

i)Non-availability of steel, cement, other building materials, water or electricity supply.

ii) War, Civil commotion or Act of God.

iii)Any notice, order, rule, notifications of the Government and / or other Public or Competent Authority and / or Court.

iv)Any other reason beyond the control of the Promoter.

16) That The Purchaser shall take possession of the said Flat within seven days of the Promoter giving written notice to the Purchaser intimating that the said Flat/Office is ready for use. The Purchaser shall have no claim upon taking possession of the said Flat /Shop against the Promoter in respect of any defect in the said Flat and / or materials used therein except the statutory liability of the Promoter under Section 7(2) of the said Act.

17) The Purchaser shall use the said Flat or any part thereof or permit the said flat to be used only for the purpose as has been sanctioned by Pune Municipal Corporation and the Promoter.

18) The Purchaser along with other Purchasers of tenements, structures in the building being constructed on the said property shall join in forming and registering the Society and to be known by such name as the Promoter may decide and for this purpose, the Purchaser shall from time to time fill in, sign and execute the applications for registering the said Society and for membership and other papers and documents necessary for the formation and registration of the Society and becoming a member thereof and return the same to the Promoter within seven days of being forwarded by the Promoter to the Purchaser so as to enable the Promoter to register such Organization of the Purchasers under Sec. 10 of the said Act within the time prescribed by Rule No.8 of the Maharashtra Ownership Flats (Regulations of Construction Sale, Management and Transfer) Rules, 1964. Objection shall not be taken by the Purchaser if any modifications are made to the draft bye laws or the Memorandum and / or Articles of Association of The Society / Limited Company / Association as may be required by the Registrar of Cooperative Societies or the Registrar of Companies as the case may be or any other

competent Authority. The Promoter has sole and exclusive right to decide the nature of formation of Organization in respect of the tenements holders in the building being constructed on the said property.

19) The Promoter shall cause to be transferred to the Society / Limited Company and/or Association of Apartments Holders all right, title and interest in and upon the said property together with the building by executing the necessary conveyance in favour of the Society / Limited Company / Association of Apartment Holders and such Conveyance shall be in keeping with the terms and conditions of this Agreement or the Promoter shall make, sign and execute the Deed of Apartments in respect of the tenements i.e. Flats, Shops, Offices and other structures, in the building being constructed on the said property in favour of the respective purchaser / s of the said tenements, structures as the case may be and decided by the Promoter exclusively after preparing and registering Deed of Declaration under Section 2 of the Maharashtra Apartments Ownership Act, 1970 in respect of the said property and the building being constructed thereon.

20) Commencing a week after notice in writing is given by the Promoter to the Purchaser that the said Flat is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Flat of outgoings in respect of the said property and building namely local taxes, betterment charges or such other levies by the concerned local authority and / or Government, water charges, insurance premium, common lights, repairs and salaries of Clerks, Bill Collectors, Sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and building until the Society / Limited Company / Association of Apartments Holders is formed and the said property and building are transferred to it. The Purchaser shall pay to the Promoter such proportionate shares of outgoings as may be determined by the Promoter. The Purchaser further agrees that till the Purchaser's share is so determined, **the Purchaser shall pay to the promoter provisional monthly contribution of Rs. 1500/- per month towards the outgoing regularly on or before 15th day of each month in advance. The purchaser shall pay the said amount of maintenance charges till the conveyance of the said property is executed.**

21) Also it is agreed by the Purchaser that if a transformer for providing electric line and connection to the building being constructed on the said property is required to be installed then the Purchaser shall pay the proportionate amount of expenses for installation of transformer to the Promoter before taking and demanding possession.

22) The Purchaser shall pay and bear in addition to the amounts mentioned above, Stamp Duty and Registration charges in respect of these Presents as well as his / her / their share of the Stamp Duty and Registration Charges payable on the Society / Limited Company / Corporate Body as case may be and as stipulated above and / or the Purchaser shall pay in addition to the amount mentioned, all the expenses such as Stamp Duty, Registration fee and all other incidental charges if the Deed of Apartment in respect of the said Flat is to be executed in favour of the Purchaser and the Promoter are not liable to pay for the same and / or bear the same for any reasons and grounds. In the event of the failure of the Purchaser or any other single Purchaser to pay the same, the Promoter shall not be liable for the delay in registration of the sale Deed and / or Deed of Apartment.

23) The Purchaser for himself / herself / themselves and with intention to bind all persons into whose hands the said Flat may come do hereby covenants with the Promoter as follows : -

a) TO MAINTAIN THE FLAT :-

To maintain the said Flat at the Purchaser's own cost in good tenantable repair and condition from the date of possession of the said Flat is taken and shall not do or cause to be done any thing in or to the said accommodation or to the staircase or any passage which may be against the rules. regulation or bye – laws of concerned local or any other authority or shall not change, alter or make addition in or to the building in which the said Flat is situated or any part thereof and / or to the said Flat.

b) NOT TO STORE HAZARDOUS AND DANGEROUS GOODS

Not to store in/outside the said Flat any goods which are hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the said building in which the said Flat is

situated or storing of the goods which is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or are likely to damage the staircase, common passage or any other structure of the said building in which the said Flat is situated including entrance of the said building in which the said Flat is situated and in case, any damage is caused to the building in which the said Flat is situated or to the said Flat on account of negligence or default of the Purchaser in this behalf, the Purchaser alone shall be liable for all the consequences of the breach.

c) TO CARRY OUT INTERNAL REPAIRS.

To carry at his/her/their own costs all internal repairs to the said Flat and maintain it in the same conditions and order in which it is delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the said building in which the said Flat is situated or to the said Flat which may be against the rules and regulations and byelaws of the concerned local authorities or other public authorities and in the event of Purchaser committing any act in the contravention of the above provisions, the Purchaser shall e responsible and liable for the consequences thereof to the concerned local authority and/or public authority.

d) NOT TO DEMOLISH

Not to demolish or cause to demolish the said Flat or any part thereof nor at any time make or cause to be made any addition or alternation of whatever nature in or to the said Flat nor make any alternation in the elevation and outside colour schemes of the said building in which the said flat is situated and shall keep the portion, sewers, drain pipes in the said Flat and appurtenances thereof in good, tenantable repair condition and in particular to support , shelter and project the other parts of the said building in which the said flat is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or R . C. C. pardis or other structural parts in the said Flat without written permission of the promoter .

e) NOT TO DO OTHER DETRIMENTAL ACTS : -

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 said building in which the said Flat is situated whereby any increased premium shall become payable in respect of the insurance.

f) NOT TO THROW RUBBISH :-

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

g) TO PAY TO THE PROMOTER'S THEIR PROPORTIONATE SHARE OF THE DEPOSITS/ EXPENSES :-

Pay to the promoter within seven days of demand by the Promoter their share of security deposit as demanded by the concerned local authority or Government for giving water, electricity and / or any other services connection to the said building and the expenses for electric sub– station for providing electric connection to the building in which the said Flat is situated.

h) TO BEAR AND PAY ANY INCREASE IN LOCAL TAXES ETC.

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 said Flat by the Purchaser /s viz. user for any purpose other than for residential / commercial purpose.

I) NOT TO SUB-LET OR ASSIGN :-

The Purchaser shall not let, sub let, transfer, assign or part with the said flat until all dues payable by the Purchaser to the Promoters are fully paid.

J) The Purchaser shall observe and perform all the rules and regulations which the society may adopt at its inception and the additions, alterations and or amendments thereof that may be made from time to time for protection and

maintenance of the said land and buildings and shall contribute regularly towards the taxes, expenses or other outgoings.

k) Till the conveyance of the building the purchaser shall permit the promoters and their workers at all reasonable times to enter in to and upon the said accommodation and the said land and buildings or any part thereof to view and examine the state and conditions thereof.

24) The Purchaser hereby agree and declare that the Purchaser shall not be entitled to get possession of the said Flat agreed to acquire on Ownership basis from the Promoter by these present till al amount of consideration as well as other amount of expenses , deposit mentioned in these present be paid to the Promoter by the Purchaser.

25) Nothing contained in this Agreement is intended to be nor shall construe as grant , demise or assignment in law of the said Flat or of the said property and the said building or any part thereof . The Purchaser shall have no claim except in respect of the said Flat hereby agreed to be sold to him/her/them. All lobbies , staircase , recreation spaces will remain the property of the Promoter until the said property and building is transferred to Society/Association / Limited Company hereinabove mentioned.

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

27) the Purchaser shall present this Agreement at the proper office of registration within the time limit prescribed by Registration Act and the Promoter will attend such office and admit execution thereof and the Purchaser shall pay necessary fees , charges for the same and if the Purchaser shall not register this Agreement for any reasons then only the Purchaser is liable and held responsible for any consequences or legal actions and the Promoter shall not liable for same .

28) All notices to be served on the Purchaser as co contemplated by this Agreement shall be demand to have been duly served is served if

sent to the Purchaser by a Registered A.D / Under Certificate of posting at his/her/their address mentioned in title of this Agreement .

29) That in the event of any other taxes such as sale Tax, work contract Tax and any other taxes etc. being levied on the Promoter by the local authority and/or state or central Government in respect of development work carried on said property and/or said transaction then the Purchaser shall be liable to pay such taxes even before or after the possession of the said Flat No. 301 is given to the Purchaser within seven days from demand made by the Promoter.

30) This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 (Mah. Act. No. XI , of 1971) and the Rules made there under and the Maharashtra Ownership Flats Act and Rules made there under.

31) The building being constructed on the said property shall always be know as **Achal - Aakash** and no one have right to change and/or alter the said name.

32) The Promoter will sell and transfer all the tenements , structures etc. in the building being constructed on the said property on ownership basis and/or any other manners as the Promoter deem fit and proper with a view that ultimately that the purchasers / holders of all the tenements, structures etc. in the building being constructed on the said property should from themselves into the Organization such as Society / Limited Company / association of Apartment Holders as the case may be and exclusively decided by the promoter and upon the purchasers of all the tenements , Structures in the said building being constructed on the s aid property paying in full their respective payments and dues payable by them and complying with all terms and conditions of their respective agreement/s than the Promoter shall convey , transfer the said property with building in favour of the said Organization or the promoter shall execute deed of Apartment/s in respect of the each tenements / structures in favour of the Respective purchaser /s of the said tenements . Also the Purchaser shall Pay and deposit all dues to the Promoter before taking possession of the Said Flat as ascertained and fixed by the Promoter.

33) The Purchaser shall have no claim whatsoever in all lobbies, staircases , common passage etc. and the same shall be for the common use of the tenement's holders in the building being constructed on the said property and owners and/or occupiers of the adjoining a adjacent property/ies whom the permission for use shall be granted by the promoter.

34) Advocates of the Promoter shall prepare and /or approve as the case may be the Conveyance Deed , Deed of Agreement and/or other deeds, documents in respect of the said property and Organization to be formed and registered and the Purchaser hereby agree to pay legal fee of the Advocate of the Promoter in respect of preparation of the deed of Apartment i.e. the Conveyance in respect of the said Flat or pay the proportionate amount of fee in respect of the sale deed of the said property and building being constructed on the said property in name of the Society/ Company as the case may be .

35) That so long as the tenements , structures , Flats , shops, etc. in the building being constructed on the said property shall not be assessed separately for the taxes , cases , water charges and other charges then in that event the Purchaser shall pay the proportionate share of taxes , cesses , charges in respect of said Flat to the Promoter as mentioned above.

36) Provided it does not in any way affect or prejudice the right of the Purchaser, the Promoter shall be liberty to sell, transfer, assign and/ or otherwise deal with their right , title and interest in the said property and in the building being constructed thereon.

37) It is also understood and agreed by and between the parties hereto that terrace/s in front of or adjacent to the Flat/s in the building being constructed on the said property shall belong to the respective purchaser/s of the said Flat and such terrace space/s are intended for the exclusive use of the respective Flats' Purchaser/s and other Tenements Purchasers shall not have any right to use the same and shall not have right to claim in and upon such terrace/s and also it is also understood and agreed by the Purchaser that the parking

space under stilt and in open area and also space kept in the said property as open space as per building Regulations and the terrace/s above the upper floor in the building being constructed on the said property are restricted areas and the Promoter have sole and exclusive right to sell, transfer and/or allot the said parking area under stilt and in open space , other open spaces to be kept open in the said property and the terrace/s above the upper floor in the building being constructed on the said property to any person/s etc. and the Purchaser shall not have right to raise and create dispute about same and the Purchaser hereby give his/her/their free consent for the same .

38) The price agreed of the said Flat between the parties is agreed after taking into consideration the quality of the construction of the said Flat and also considering the facilities and amenities available to the said Flat and that the Purchaser are satisfied with the said price . the Purchaser hereby agree and declare that the Purchaser will not have any right. Title or interest in other parts of the building being constructed on the said property such as parking spaces , terraces , surrounding open spaces etc. of the building and on this specific and clear understanding , the said price is arrived between the parties and that the Purchaser will not claim his/her/their right on any other part of the building other than Flat agreed to be sold to him/her/them.

39) The Purchaser hereby agree to pay his/her/their pro-rata share of expenses incurred by the Promoter for obtaining electric connection and meter for common use of the purchaser's of the tenements in the building Being constructed on the said property . The purchaser also agree to pay his/her/their pro-rata share in acquiring common water meter and all expenses incurred by the Promoter for giving common amenities and facilities to the purchaser's of the tenements in the building being constructed on the said property .

40) The Purchaser agree to pay pro-rata charges for maintenance charges in respect of operation of lift in the building being constructed on the said property irrespective of the fact whether the Purchaser actually uses the lift or not .

41) The Promoter are authorized by the Purchaser to create encumbrance over the said property and/or lease out the portion of the said property to the authorized party for the purpose of giving operational services such as electricity etc. and the said encumbrances is to be limited to the services installation in respect of the said property .

42) The common area and amenities , facilities which are kept for common use and enjoyment of all the tenement's holders in the building being constructed on the said property are described in the second schedule hereinafter written and remaining areas and facilities , amenities are restricted area , amenities and facilities and the Promoter have sole and exclusive right to allot , sell and transfer the restricted areas , facilities, amenities to purchaser's of tenements/s in the building being constructed on said property and/or other/s and the Purchaser shall not obstruct and/or interfere in use and enjoyment of restricted areas , amenities, facilities by other/s whom its is allotted and transferred by the Promoter and who are entitled to use and enjoy. The Purchaser hereby give his/her/their consent for keeping other areas , amenities and facilities expect described and mentioned in the schedule second herein under written as a restricted areas, facilities and amenities and the purchaser shall not raise and create any dispute in future and the Purchaser shall not at any time make any claim in and upon restricted areas , amenities and facilities.

SCHEDULE FIRST

FLAT NO. 301 admeasuring carpet area 67.47 sq mts. Carpet area and terrace admeasuring 7.24 sq.mts. carpet area situate on the Third floor in the building being constructed on all that piece and parcel of sub plot no. 80 admeasuring about 5400 sq. ft. i. e. 501.66 sq. mts. at Shri. Siddhivinayak Cooperative Housing Society at Gujratwala Colony/Vidyasagar Colony along with all the easmentory and other rights accrued/annexed to the said plot 80 out of land bearing S. No. 589/B situate at Bibwewadi, Pune City, Taluka Haveli falling within the local limits of Pune Municipal Corporation and within Jurisdiction of Sub - Registrar , Haveli 12 and bounded as Under :-

ON OR TOWARDS THE EAST	:	Open Space & Road Deffence Colony
ON OR TOWARDS THE SOUTH	:	Open Space
ON OR TOWARDS THE WEST	:	Road
ON OR TOWARDS THE NORTH	:	Open Space

SCHEDULE SECOND

COMMON AREAS , AMENITIES AND FACILITIES

1) Doors with wooden frames & solid care flush doors with heavy-duty brass fittings.
2) All toilets fittings, fixtures of standard company.
3) Electric: Single phase /Three phase connection, concealed & best quality copper wiring.
4) Lift: Standard lift with generator back up.
5) Parking: Allotted parking in lower ground floor.

6) Ceramic flooring with skirting.

7) T.V & cable point for each apartment, with point for telephone connection.

8)Common lighting in lower ground stair case, entrance passage & for parking areas.

9) Aluminum sliding windows, with window culls.

10) Adequate water supply from over head tank, and sump well, bore well water.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY AND HEREINABOVE FIRST MENTIONED.

Witness: -

1)

Name : Dhananjay Bhagat

Address : Shaniwar peth, Pune

Shri Achal Walchand Jain

Partner of **ACHAL PROMOTERS-AKASH**

THE PROMOTER

2)

Name : Adinath Shivsaran

Address : Gultekadi, Pune

Shri. _____

THE PURCHASER