

Articles of Agreement

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mean defect/s caused by normal wear and tear, negligent use of the Said Flat by the Purchaser/s, abnormal fluctuations in the temperature, abnormal heavy rains, and acts of nature force measures. However, the Promoter shall not be liable to pay or compensate or to repair the fittings, fixtures and accessories whose warranty or guarantee period as the case may be expired.

Provided however that the Purchaser/s shall not carry out any alterations of the whatsoever nature in the Said Flat, wing and in specific the structure of the said unit/ wing/ phase of the building in which the said flat is situated which shall include but not limited to the columns, beams etc. 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 erection or alteration in the bathroom, toilet and kitchen, which 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.

That the Purchaser/s has/have been made aware and that the regular wear and tear of the flat, building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

- 8) The Flat Purchaser/s shall use the Said Flat or any part thereof or permit the same to be used only for the residential purpose as permitted under the sanctioned plans and he/she/they and every person/s claiming under them shall use parking space specifically allotted to the purchaser/s if any

allotted to the flat purchaser, only for the purpose of keeping or parking the Flat Purchaser's own vehicles.

- 9) That the Promoter shall form a co-operative housing society of all the unit/flat/apartment purchasers of the said **"URBANO"** scheme/project and for that purposes the Flat Purchaser/s along with other flat purchasers of the said project shall sign and execute all necessary forms, applications, deeds and documents and become member of the said Society. The present Purchaser/s shall abide all the rules, regulations and bylaws of the said society made or resolved for the effective management and administration of said property. The Flat purchaser/s shall sign other papers and documents which shall be necessary for the formation of society and return the same to the Promoter within 7days of the same being forwarded by the Promoter to the Flat Purchaser. That the Flat Purchaser/s are aware of the fact that, the Promoter implementing the housing Scheme/Project under the name and styled as **"URBANO"** and therefore the housing society to be formed in respect of the said Scheme/Project shall be named as **"URBANO"** co-operative housing society and the flat purchaser/s do/does not have any objection towards the name and shall not change or raise any kind of objection towards the same in future.

Provided that, notwithstanding anything contained in this agreement, even after the formation and registration of such co-operative housing Society the Promoter shall be entitled to develop and continue to develop the 'Project Land' and construct the proposed additional floors on those buildings by using the internal and access road of the Project and all the facilities, amenities and services in the 'Project Land' and construct any additional structure/s or additional floors on the existing buildings by consuming the balance F.S.I. of the

Project Land, FSI of said road area, said amenity space area and transferable development rights, increased Floor Space Index and balance additional Floor Space Index relating to the 'Project Land' or the amalgamated Land/s if any amalgamated with the 'Project Land'.

Provided further that, if the Floor Space Index of the said portion of land admeasuring 00H.88Are or the permissible limit of TDR or the FSI of the said Layout is increased due to change in the Law or in the policies of the Government or Local Authority prior to or even subsequent to the formation and registration of such Society, then it shall be belonged to the Promoter exclusively and it shall not be necessary for the Promoter to obtain any consent or permission from such organization/society of the flat purchasers or respective flat purchasers of the scheme for the purpose of utilizing the increased Floor Space Index or the Transfer of Development Rights, additional Floor Space Index on the Project Land. However, if the Promoter asks such kind of NOC from the flat purchaser then the purchaser shall issue the same without any objection, reservation and condition etc.

- 10) It is specifically agreed by and between the parties hereto that, the Promoter shall, after consuming and loading the entire development potential of the said portion of land admeasuring about 00H.88Are on the Project Land, and after consuming the entire FSI of the 'Said Road Area', and 'Amenities Space Area' in the Project Land, and after loading T.D.R. and paid/premium FSI as permissible as per the prevailing rules and regulations in the Project Land and after consuming the entire available Floor Space Index of any amalgamated land/s if any amalgamated with the Project Land, and after satisfying himself that no additional FSI would be available or any additional construction would be carried out by way of any

means such as amalgamation, Floating FSI, paid/premium FSI, TDR etc. on the Project Land, and after obtaining the Completion Certificate of the entire URBANO Scheme/project from the sanctioning authority, and after the sale of all units, flats, apartments etc situated therein and after receiving the entire consideration amount and other dues and amounts from all the flat/tenement/apartment purchasers of the said scheme shall convey the 'Project Land', along with the buildings constructed thereon to and in favour of a society within a period of One year. A single conveyance deed of the said project land and the building constructed thereto shall be made to and in favour of a society to be formed for the entire project.

However, in case the Purchaser/s fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, then the Promoter shall withhold registration of such conveyance deed till the purchasers pay all dues and stamp duty and registration charges to the Promoter.

The conveyance shall always subject to the right of Promoter and the Partners of NG Rathi Associate firm and their heirs, executors, administrators, assignees, labor, servants, staff, flat purchasers and every person or persons claiming under them owning, occupying and possessing the balanced land out of Gat No. 1069, 1070 and 927 of village Wagholi and any other land/s or any part thereof and his or their visitors, agents, or servants to use and exercise the right of way/easement right in common with the purchasers of the said URBANO scheme, over and across the main entrance road starts from Wagholi-Kesnand road i.e. access/approach road of the Said Project, and the marginal space, open space, and the internal roads of the said URBANO scheme and to pass and re-pass over and across the same at all times at from time to time by all night for

egress-ingress from the said balanced land of Gat No. 1069 and gat no. 927 and 1070 or any other land/s by foot, or by any vehicle of whatsoever. And it is agreed that the said right of way shall be appurtenant and annexed to those lands of the Promoter even the route or direction of the internal roads of the URBANO scheme may be changed in future. And the unit/flat purchasers of URBANO scheme shall not be encroached upon and shall keep it open and clear forever in all respect.

- 11) Within 15days after notice in writing is given by the Promoter to the flat Purchaser that the Said Flat is ready for use and occupation, the flat Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the 'Said Flat') of all the outgoing in respect of the Project Land, Said Flat and the building/s constructed thereon namely local taxes, non agricultural assessment, property tax, betterment charges or such other levies, charges to the concerned local authority and /or Government, and the water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, Security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and building/s. It is specifically agreed hereto that, until a Society of the flat purchasers is formed and the maintenance and administration handed over to such society, the flat purchaser/s shall pay to the promoter provisional contribution of Rs. _____/-(In Words Rupees_____Only) towards such outgoings and the Promoter shall utilize the said amount towards the maintenance, management and administration of said Land and the building/s constructed thereto. The Flat Purchaser/s further agree/s to pay the said provisional contributions towards such outgoing on or before receiving the possession of the Said Flat. The provisional maintenance

charges/amount may vary from time to time as the Promoter may think fit, and proper and the Promoter shall have right to fix and determine the same and claim, demand and collect such kind of maintenance charges from the flat purchasers of the scheme. The amounts so paid by the Flat Purchaser/s to the Promoter shall not carry any interest and remain with the Promoter until a Society is formed in respect of the said building/structure in which said flat is situated and the maintenance, management and administration is handed over to such society. The Flat Purchaser undertakes that, he/she/they shall further pay and deposit additional amount/s within a period of eight days as and when demanded by the Promoter if any required to be collected to meet the expenditure of such outgoing specifically mentioned herein. The present flat Purchaser/s has/have been clearly informed and disclosed to him that, the Said Project Land lies in water scarcity area and therefore if the water of the Bore well situated in the Project Land found to be insufficient to the tenements holders of the said project then the same shall be provided by water tanker and in such situation the Flat purchaser/s shall be required to pay the proportionate share and contribution towards the water charges provided by Tanker or by any other mode. The Flat purchaser/s shall also be liable to bear and pay the proportionate share and contribution towards the maintenance and upkeep of said approach road starts from Wagholi-Kesnand Road up to the Project Land owned by the adjacent land owner M/s. Karia Realty. After the formation of society and handing over the maintenance and administration of the building to such Society, the Flat Purchaser shall pay the maintenance charges/amount/s to such society as shall be fixed and demanded by said Society. The Flat Purchaser/s shall abide and follow the rules, regulation and bylaws of such organization. It is further agreed that before or even after the

formation of housing society the Promoter shall also not be liable or responsible to pay or contribute any amount/s, or charges towards the maintenance charges in proportion to the Flats which are remained in his hands as unsold and unoccupied.

- 12) The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-
 - (i) Rs. 1500/- for share money, application entrance fee of the Society.
 - (ii) Rs. 3500/- for formation and registration of the Society.
 - (iii) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society.
 - (iv) Rs. 10,000/- For Deposit towards Electric connection charges.
 - (v) Rs. 35,000/- for deposits of electrical receiving and Sub Station provided in Layout
- 13) The Purchaser/s shall pay to the Promoter a sum of Rs. 10,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.
- 14) At the time of execution and registration of conveyance in favour of co-operative housing society, the Flat Purchaser/s shall pay to the Promoter the Flat Purchaser's share of stamp duty, registration fee, legal charges and other ancillary charges as demanded by the Promoter.

15) The Promoter hereby represents and warrants to the Purchaser/s as follows:

- i.** The Promoter has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
- ii.** The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii.** There are no encumbrances upon the Project Land or the Project except those disclosed in the title report;
- iv.** There are no litigations pending before any Court of law with respect to the project land or Project;
- v.** All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said buildings are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and those buildings shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Buildings and common areas;
- vi.** The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right of the Purchaser/s created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the said flat which will, in any manner, affect the rights of Purchaser/s under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said flat to the Purchaser/s in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the said project land along with the buildings constructed thereon to the association of Purchasers, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the buildings to the Association of the Purchasers;

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

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

- 16)** The Flat Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, doth hereby covenant with the Promoter as follows:-

(a) To maintain the flat at his own cost in good tenantable repair and condition from the date the possession of the Said Flat is taken and shall not do or suffered to be done

anything in or to the building in which the Said Flat is situated, staircase or any passages 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 Flat is situated and the Flat itself or any part thereof.

- (b) Not to store in the Flat or outside the Said 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 Said Flat is situated or storing of which goods is objected to by the concerned local or any other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or likely to damage the staircases, common passages, lifts or any other structure of the building in which the Said Flat is situated, including entrances of the 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 the flat on account of negligence or default of the Flat Purchaser in this behalf, the Flat Purchaser shall be liable for the consequences of the breach.
- (c) To carry at his own cost all internal repairs to the said Flat and maintain the flat in the same condition, state and order in which it was delivered by the Promoter to the Flat Purchaser and shall not do or suffering to be done anything in or to the building in which the flat is situated or the flat which may be given by the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat Purchaser committing any act in contravention of the above provision, the Flat Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and or other public authority.
- (d) Not to demolish or cause to be demolished the Said 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 Said Flat or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Said Flat is situated and shall keep the portion drains, pipes, electrical wirings in the Flat and appurtenances

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