

ARTICLES OF AGREEMENT

This ARTICLES OF AGREEMENT is made and executed at Pune on this _____ Day Of _____ In The Year 2019.

BETWEEN

Paradigm Developers Pvt. Ltd, PAN NO AAFCP0917M

through its Director

Mr. Timir Mehta,

Age: 39 Occupation: Business , PAN NO : ACJPM4904C

R/at :B-12, S.no 22/3, Paradigm Opal, 4th Floor,

Balewadi, Pune-411045.

Hereinafter referred to as the "**said Promoters and Developers**" (which expression shall unless it be repugnant to the context or meaning thereof, shall mean and include all it's heirs, successors, executors, administrators, assigns, etc.)

PARTY OF THE FIRST PART.

AND

1. Name : _____

Age : _____ years Occupation : _____

2. Name : _____

Age : _____ years Occupation : _____

R/at : _____

Hereinafter referred to as the said **Tenement Purchaser/s** (which expression shall unless it be repugnant to the context or meaning thereof, shall mean and include all his/her/their heirs, executors, administrators, assigns, etc.)

PARTY OF THE SECOND PART.

AND

1. Mr. Siddhesh Shriniwas Gadiyar

Age: 37 Occupation: Business, Pan no AGQPG8309N

R/at 12, Vishwakamal Aparment, Near College of Agriculture, Shivaji Nagar,
Pune 411032

2. Mr. Siddharth Shriniwas Gadiyar

Age: 36 Occupation Business, Pan no AHPPG3657D

R/at 12, Vishwakamal Aparment, Near College of Agriculture, Shivaji Nagar,
Pune 411032

Through Power of Attorney Holder

Mr. Timir Mehta, (Director of Paradigm Developers Pvt Ltd),

Age: 39 Occupation: Business , PAN NO : ACJPM4904C

R/at :B-12, S.no 22/3, Paradigm Opal, 4th Floor,

Balewadi, Pune-411045.

(Hereinafter referred to as the said **CONSENTING PARTY/OWNERS** (which expression shall unless it be repugnant to the context or meaning thereof, shall mean and include all his/her/their heirs, executors, administrators, assigns, etc.)

WHEREAS.....

- A. All that piece and parcel of Plot of land admeasuring about 5 R situated at Survey No. 13/1/5, Aundh, Pune which is part of land situated at survey No. 13/1, Aundhgaon, Pune, Taluka Haveli, Dist Pune, within the local limits of Pune Municipal Corporation and in all admeasuring about 97 R (hereinafter referred to as the said larger Plot for the sake of brevity and convenience) was originally owned by one Mr. Govind Gopal Gaikwad.
- B. AND WHEREAS the said Govind Gopal Gaikwad demised leaving behind himself following legal heirs namely
 - a. Sundarabal Govind Gaikwad
 - b. Ganpat Govind Gaikwad
 - c. Krishna Govind Gaikwad
 - d. Rajaram Govind Gaikwad
 - e. Dnyanoba Govind Gaikwad
 - f. Sopan Govind Gaikwad
 - g. Tukaram Govind Gaikwad
 - h. Mrs. Rukmini Shivaji Shingate
 - i. Smt Sita alias Yashoda Shripati Gaikwad

- C. AND WHEREAS subsequently the name of late Govind Gopal Gaikwad was substituted by names of his legal heirs and accordingly mutation entry no. 2604 was passed to enter the names of aforesaid legal heirs of Late Govind Gopal Gaikwad in revenue record.
- D. AND WHEREAS Smt. Sundarabai Govind Gaikwad filed an application before Tahasildar, Pune for partition of joint property situated at Survey No. 13/1 and Survey No. 173A/5A, Aundh, Pune, which was jointly owned by aforesaid owners. All the owners accorded their consent to the partition suggested by said Smt. Sundarabai Govind Gaikwad.
- E. AND WHEREAS since all the co-owners reached to common consent terms, Tahasildar, Pune effected partition the land under the provisions of Section 85 of The Maharashtra Land Revenue Code 1976 vide his order no. Watap/3/90 dated 29/10/91. In view of the said order the entire survey no. 13/1 was subdivided into 9 parts bearing pot hissa no. 13/1/1 to 13/1/9.
- F. AND WHEREAS based on the aforesaid partition mutation entry no.2980 was passed and accordingly Land admeasuring about 5R at Survey No. 13/1/5 was allotted to Smt. Rukmini Shivaji Shingte. The said mutation entry was approved on 26/12/91.
- G. AND WHEREAS in view of the aforesaid order of partition of land at Survey No. 13/1 and subsequent mutation entry no. 2980 Smt. Rukmini Shivaji Shingte became the sole owner of plot of land situated at Survey No. 13/1/5. (Hereinafter referred to as said Plot for the sake of brevity and convenience).
- H. AND WHEREAS subsequently on 10/04/95 said Smt. Rukmini Shivaji Shingte sold the said plot in favour of Mr. Jayant Vallabhdas Kaneria which was duly registered with Sub-Registrar, Haveli No. 2 at serial No. 2354/95. Accordingly mutation entry no. 3473 dated 07/03/2001 was passed mutating the name of Mr. Jayant Vallabh Kaneria in the place of Mrs. Rukmini Shivaji Shingte.
- I. AND WHEREAS the said Mr. Jayant Vallabhdas Kaneria in turn sold the said plot in favour Shri Shriniwas Madhav Gadiyar vide Sale Deed dated 25th July 1997 which was duly registered with Sub-Registrar, Haveli No. 2 at serial no. 4277/97.
- J. AND WHEREAS said Shri Shriniwas Madhav Gadiyar submitted an application dated 05/11/01 before Additional Collector and Competent

Authority for obtaining No-Objection Certificate under Urban Land (Ceiling & Regulation) Act 1976. On evaluation of records Additional Collector and Competent Authority vide its letter dated 11/01/2002, reference no. ULC/K-1/Tno. 6/851/2002 confirmed that the provisions of the Urban Land (Ceiling & Regulation) Act 1976 are not applicable to the said plot.

- K. AND WHEREAS Mr. Shriniwas Madhav Gadiyar executed Gift Deed in favour of Mr. Siddhesh Shriniwas Gadiyar and Mr. Siddharth Shriniwas Gadiyar in respect of the said property. That the said Gift Deed was duly registered with Sub-Registrar Haveli No. 10 at serial number 16841/17. That the name of Mr. Siddhesh Shriniwas Gadiyar and Mr. Siddharth Shriniwas Gadiyar are mutated on 7/12 extract vide Mutation Entry No. 4695 dated 05/01/2018.
- L. AND WHEREAS M/s. Kedar Associates assigned TDR/DRC in respect of property situated at CTS No. 1490, Old CTS No. 928, Final Plot No. 928/A, Kasba Peth, Pune in favour of Mr. Siddhesh Shriniwas Gadiyar and Mr. Siddharth Shriniwas Gadiyar by executing Deed of Assignment in their favour. That the said Deed of Assignment is duly registered with Sub-Registrar Haveli No. 1 at serial number 1986/18 dated 08/03/2018.
- M. AND WHEREAS M/s Samarth Developers executed Deed of Transfer in favour of Mr. Siddhesh Shriniwas Gadiyar and Mr. Siddharth Shriniwas Gadiyar registered with Sub-Registrar Haveli No. 10 at Serial No. 4607/18 dated 14/03/2018. The said Deed of Transfer was in respect of TDR/DRC concerned with property situated at Survey No. 63/1/2, 63/1/3, 63/1/4, 63/1/5, Mouje Kharadi, Taluka Havili Dist: Pune detailed as under:

S.NO.	DRC NO	AREA IN DRC'S	AREA PURCHASED
1	005154	3000 square meters	148.81 square meters
2	005159	2295.84 square meters	50.59 square meters
			199.40 square meters

- N. AND WHEREAS as such in view of the aforesaid documents mentioned in Para 12 & 13 Mr. Siddhesh Shriniwas Gadiyar and Mr. Siddharth Shriniwas Gadiyar became entitled to TDR/DRC as under:

Property Details	DRC No	Area	Document Details
CTS No. 1490, Old CTS No. 928, Final Plot No. 928/A, Kasba Peth, Pune	004478/A Zone	42 square meters i.e. 452.09 square feet to be utilized in C Zone out of total DRC admeasuring about 284002 square meters	Deed of Assignment dated 08/03/18 registered with Sub-Registrar, Haveli No. 1 at serial number 1986/2018.
		199.40 square meters	Deed of Transfer registered with Sub-Registrar Haveli No. 10 at Serial No. 4607/18 dated 14/03/2018

- O. AND WHEREAS Mr. Siddhesh Shriniwas Gadiyar and Mr. Siddharth Shriniwas Gadiyar executed Joint Development Agreement and Power of Attorney in respect of said land in favour of M/s Paradigm Developers Pvt. Ltd. The said documents of Joint Development Agreement and Power of Attorney were registered with Sub-Registrar Haveli No. 1 at Serial No. 1984/2018 and 1985/2018 dated 08/03/2018 respectively. (Hereinafter M/s Paradigm Developers Pvt. Ltd. will be referred to as the Promoters and Developers for the sake of brevity and convenience).
- P. AND WHEREAS Promoters and Developers submitted the plan and got the same sanctioned from the Pune Municipal Corporation vide Commencement Certificate No. CC/2507/2018 Dated 12/11/2018.

- Q. AND WHEREAS the Owners obtained the permission for Non-Agricultural use of the said land vides order bearing no. NA/SR/II/477/2006 dated 02/01/2007.
- R. AND WHEREAS in view of the said Development Agreement and Power Of Attorney M/s Paradigm Developers Pvt. Ltd, Through it's Director Mr. Timir Mehta have acquired rights to develop and convey or otherwise to deal with the said land and also to deal with the intending purchasers of the tenements in the building which will be constructed on the said land.
- S. AND WHEREAS it thus appears from the record that M/s Paradigm Developers Pvt. Ltd, through it's Director Mr. Timir Mehta has acquired all the development rights, title and interest in the said land so as to convey the same in favour of the prospective purchaser and is absolutely seized and possessed of the same.
- T. AND WHEREAS , the promoter has registered the said project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory authority atonunder registration no.have been annexed and marked as Annexure F.
- U. AND WHEREAS the allottee has applied for apartment in the said project vide application no. _____ dated _____ for apartment no. _____ having carpet area of _____ square meters i.e. _____ square feet, type _____, and exclusive terrace area and balcony area admeasuring _____ square meters i.e. _____ square feet on _____ floor in ("Building")being constructed along with garage/closed parking no. ----- admeasuring _____ square meter i.e. _____ square feet in the _____ [please insert the location of the garage/closed parking] if applicable and pro-rara share in the common areas ("common Areas") as defined under clause (n) of section 2 of the Act (hereinafter referred to as the said Apartment" and further..... Square meter i.e. Square feet of limited common areas and facilities both of which are more particularly described in schedule III and the floor plan of the apartment is annexed hereto and marked as Annexure E);
- V. AND WHEREAS relying upon the aforesaid application, the promoter has agreed to allot and sell to the purchaser/s, the said apartment at

the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

- W. AND WHEREAS the carpet area of said Apartment is square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said apartment for exclusive use of the Allottee or verandah area exclusive open terrace area appurtenant to the said apartment for exclusive use of the allottee, but including the area covered by the internal partition walls of the apartment.
- X. AND WHEREAS ,the Allottee/s prior to execution of these presents has paid to the promoter a sum of Rs (Rupees)only, being part payment of the sale price of the apartment agreed to be sold by the promoter to the Allottee/s as advance payment or deposit(the payment and receipt whereof the promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay the remaining price of the apartment as prescribed in the payment plan as may be demanded by the promoter within the time and the manner specified therein. (Please note that booking amount/part payment prior to execution of this agreement shall in no event exceed ten percent of the total sale price/consideration of the apartment).
- Y. AND WHEREAS the Parties have gone through all the terms and conditions set out in this agreement and understood the manual rights and obligations detailed herein; the parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said project.
- Z. AND WHEREAS subject to otherwise agreed, reversed and provided herein, the promoter has agreed to sell and the Allottee/s hereby agrees to purchase the apartment and the garage/closed parking (if any) as specified in para .
- AA. AND WHEREAS the promoter in compliance of section 13(1) of the real estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said apartment in favour of the Allottee/s, being in fact these presents and also to register said apartment for sale under the registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

- BB. Notwithstanding anything stated in any other document/allotment/letter given or communicated with the allottee any time prior, this agreement shall be considered as the only document and its condition shall be read the only conditions valid and basis for which the said unit is agreed to be sold to the allottee.
- CC. AND WHEREAS This agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.
- DD. AND WHEREAS this agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allotted in respect of his unit in the said project.
- EE. AND WHEREAS the parties relying on the conformations, representations and assurances of each other to faithfully abide by all the term, conditions and stipulations contained in this agreement and all applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter,
- FF. And that the allottee has not given any third party rights to enforce this said agreement unless the said unit is transferred to the them.
- GG. AND WHEREAS the said Promoters and Developers too have agreed to sell a tenement in the proposed building scheme to be known as 'SHREE SNEH' to the Tenement Purchaser/s on certain terms and conditions, which both the parties are desirous to reduce in writing and hence these presents.

Now Therefore This Agreement Witnesses And It Is Hereby Agreed By And Between The Parties As Follows:

1. The said Promoters and Developers shall construct the said building consisting of Seven floors on the said Plot in accordance with the plans, designs, specifications approved by the Pune Municipal Corporation, Pune under the aforesaid Commencement Certificate and which have been seen and approved by the Purchaser/s with only such variations and modifications as the said Promoters and Developers may consider necessary or required by the concerned local authority to be made in them or any of them.

2. The Flat Purchaser/s hereby agrees/s to purchase from the said Promoters and Developers and in turn the said Promoters and Developers too hereby agrees to sell to the Purchaser/s Flat No. _____, admeasuring carpet area of about _____ sq. ft. equivalent to _____ sq. mtrs. along with terrace area of about _____ sq. ft. equivalent to _____ sq. mtrs. in all comprising of _____ sq. ft. equivalent to _____ sq. mtrs. of chargeable area appurtenances thereto as shown in the copy of plan attached hereto as Annexure 'C' and marked with red color boundary lines (hereinafter referred to as the said Tenement for the sake of brevity and convenience and more particularly described under Schedule III written herein under) for the consideration price of Rs. _____/- (Rupees _____ Only) including the proportionate price of common areas and facilities appurtenant to the premises, the nature, extent and description of limited common areas and facilities, which are more particularly described in the Schedule II written hereunder.
3. The total consideration amount is agreed to be paid in the following manner. Payment on due date & time is the essence of this Agreement.
- a. Rs. _____/- - to be paid at the time of booking. (10%)
 - b. Rs. _____/- - to be paid on or before commencement of plinth work. (10%)
 - c. Rs. _____/- - to be paid on or before commencement of the floor slab of the said accommodation. (7%)
 - d. Rs. _____/- - to be paid on or before commencement of the roof slab of the said accommodation. (For each of 6 slabs 7% and last slab 6%)
 - e. Rs. _____/- - to be paid on or before commencement of the brick work of the said accommodation (5%)
 - f. Rs. _____/- - to be paid on or before commencement or of internal plaster work of the said accommodation. (5%)
 - g. Rs. _____/- - to be paid on or before commencement of flooring (5%)

- h. Rs. _____/- - to be paid on or before commencement of Plumbing of the said accommodation. (3%)
- i. Rs. _____/- - to be paid on or before commencement fixing work of door & window of the said accommodation. (2%)
- j. Rs. _____/- - to be paid on or before fifteen days of the notice issued by Promoters & Promoters and Developers, offering Purchaser/s to take possession. (5%)

Total Agreement amount Rs. _____/-

(Rupees _____ Only)

4. At the time of signing this Agreement the Purchaser/s have paid a sum of Rs. _____/- towards part payment of the sale price of the said Tenement against the total agreed consideration in the following manner.

Payment Details :

Date	Name of Bank and Branch	Chq No.	Amt (Rs.)

5. The Total price is escalation-free, save and except increases which the allottee hereby agrees to pay, due to increases on account of development charges payable to the competent authority and/or any other increases in charges which may be levied or imposed by the competent authority from time to time. The promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The promoter may charge the allottee separately for any up gradation/changes specifications and any other facility which has been done on the allottees request or approval but which has not been agreed upon herein or as shown in the website of the registered authority.
6. 2.7 The promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as

stated above in writing or by digital E-mail to the Allottee and the Allottee shall make payment of such due amount to the promoter within seven days from date receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the service tax, VAT, GST and such as other taxes, cesses, charges etc. without any delay along with each installment.

7. Payment of any installments if made in advance shall be adjusted to the next installments as mentioned above. No interest shall be paid by the promoter for such advance payments made by the Allottee or by housing finance companies/bank etc on behalf of Allottee. (Please insert the said clause subject to discretion of the promoter and as per contractual understanding between the parties)

8. **MODE OF PAYMENT:-** Subject to the terms of the agreement and the promoter abiding by the construction milestones(not valid in special cases where specific dates are mentioned), the Allottee shall make all payments, on demand by the promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment(as applicable) in favour of "Paradigm Developers Private Limited" payable at Pune.

9. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:-**

The Allottee/s authorizes the promoter to adjust/appropriate all payments made by him/her/they under any head of dues against lawful outstanding, if any, in his/her/there name as the promoter may in this sole discretion deem fit and the allottee undertakes not to object/demand/direct the promoter to adjust his payments in any manner.

10. **INTEREST ON UNPAID DUE AMOUNT :-** 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 Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum, with monthly rests, on all the amounts which become due and payable by the Allottee/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 construed as condonation of delay by the promoter. The amount of interest may be informed to the allottee/s from time to time or on completion of the said project/apartment, and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said apartment.

11. **OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY:-** The promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority, state and or Central Government including Environment department at the time of sanctioning the planes or any time thereafter or at the time of granting Completion Certificate or anytime thereafter.
12. The promoter shall before handing over possession of the said apartment to the Allottee/s herein, obtain from the concerned planning/local authority/development controlling authority occupation and/or completion certificate in respect of the said apartment. Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said apartment until the completion certificate is received from the local authority and the allottee has paid all dues payable under this agreement in respect of the said apartment to the promoter and has paid the necessary maintenance amount/deposit, service tax, vat and other taxes payable under this agreement of the said apartment to the promoter.
13. The promoter has informed the allottee/s or Purchasers that the total price does not include the legal charges towards the formation of the society or a condominium which has to be paid by all Flat Purchasers in equal share during the time of conveyance. It also does not include the charges towards transfer deposits required in case to transfer the name of allottee or the Purchaser on the MSED electric or PMC Property Tax Bills. These will be the separate charges which will be borne by the Purchasers/ allottees.
14. However for the purpose of defect liability on towards the developer, the date shall be calculated from the date of handing over possession to the allottee for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said until/building/phase/wings as stated in the said agreement. That further It has been agreed by the allottee that any damage or change done within the until sold or in the building/phase/wing done by him/them or by any third person on and behalf of the allottee then the allottee expressly absolves the developer from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the developer.
15. **DISCLOSURE AS TO FLOOR SPACE INDEX:-**

The promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1082.62 square meters only and promoter has planned to utilize Floor Space Index of 1082 sq meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said project. The promoter has disclosed the Floor Space Index of 1082 sq meters as proposed to be utilized by him on the project land in the said and allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to promoter only.

16. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:-

The promoter has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the promoter in the title report of the advocate. The promoter has also disclosed to the allottee/s nature of its right, title and interest or right to construct building/s, and also given inspection of all documents to the Allottee/s. as required by the law. The Allottee/s having acquainted himself/herself/themselves with all facts and right of the promoter and after satisfaction of the same has entered into this Agreement. (please modify/insert additional information if any related to disclosures and investigation of marketable title in respect of your particular land/project).

17. SPECIFICATIONS AND AMENITIES:-

The specification and amenities of the apartment to be provided by the promoter in the said project and the said apartment are those that are set out in schedule IV here to. Common amenities for the project multi storied high rise buildings/wings/ are under construction and considering to maintain the stability of the buildings/wings and internal structures, herein specifically informed by its consultant not to allow any internal changes. As per our policy there shall be no customization permitted inside the said apartment. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession.

18. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the promoter with such permission, approvals which would enable the promoter to full fill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/shall be liable for any action under the Foreign Exchange Management, 1999 or other laws as applicable, as amended from time to time.

19. The promoter accepts no responsibility in this regard. The allottee shall keep the promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the promoter immediately and comply with necessary formalities if any under the applicable laws. The promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the promoter shall be issuing the payment receipts in favour of the Allottee only.
20. The Purchaser/s agree to pay to the said Promoters and Developers interest at 24% p.a. on all the amounts which become due and payable by the Tenement Purchaser/s to the said Promoters and Developers under the terms of this Agreement from the date the said amount is payable by the Tenement Purchaser/s to the said Promoters and Developers till the date of actual payment of such dues.
21. On the Tenement Purchaser/s committing default in payment on due date of any amount due and payable by the Tenement Purchaser/s to the said Promoters and Developers under this Agreement (including his/her/their proportionate share of tax levied by the concerned local authority and other outgoings) and on the Tenement Purchaser/s committing breach of any of the terms and conditions herein

contained, the said Promoters and Developers shall be entitled at their own option to terminate this Agreement.

- a. Provided always that the power of termination hereinbefore contained shall not be exercised by the said Promoters and Developers unless and until the said Promoters and Developers shall have given to the Tenement Purchaser/s fifteen days prior notice in writing of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Tenement Purchaser/s in remedying such breach or breaches within a reasonable time after giving of such notice.
 - b. Provided further that upon termination of this Agreement as aforesaid, the said Promoters and Developers shall refund to the Tenement Purchaser/s the installments of sale price of the Tenement, which may till then have been paid by the Tenement Purchaser/s to the said Promoters and Developers. But the said Promoters and Developers shall not be liable to pay to the Tenement Purchaser/s any interest on the amount so refunded. The said Promoters and Developers shall be at liberty to dispose off and sell the Tenement upon termination of this Agreement and refund of the aforesaid amount by them to any such person and at such price as the said Promoters and Developers may in their absolute discretion think fit.
22. The said Promoters and Developers hereby agree to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Tenement to the Purchaser/s, obtain from the PMC authorities the Occupation and/or Completion Certificates in respect of the Tenement. The said Promoters and Developers hereby state that they have the entire and exclusive rights to change, modify or revise the building plans, subject to approval from the PMC authorities, as and when they feel necessary or essential.
23. Owners & Promoters and Developers have exclusive right to enjoy available FSI along with available TDR over the said building.
24. The said Promoters and Developers have the right and discretion to allot the flats/shops/offices as is suitable and agreeable to both the Purchaser/s and the said Promoters and Developers. If the need arises or if specifically required by the Purchaser/s, the said Promoters and

Developers may combine two flats together and sell them as a single/double flat to Purchaser/s, if it is suitable and agreeable to both the Purchaser/s and the said Promoters and Developers.

25. The Purchaser/s hereby specifically agree and confirm the rights of the said Promoters and Developers to allot any independent flat/shop/office together with exclusive right of using the said building and/or open space and/or terrace/s as well as any parking space/s and to allot and deliver exclusively in possession of such Purchaser/s the said premises in any manner on such terms and conditions as may be agreed by and between the said Promoters and Developers and such Purchaser/s etc. and the Tenement Purchaser/s have no objection of whatsoever nature and the Tenement Purchaser/s hereby specifically agree and confirm that they have given an unconditional consent to the said Promoters and Developers for independently selling or disposing off and/or transferring such premises. The Tenement Purchaser/s hereby agree to sign and execute any further deeds and documents as may be required to be signed and executed in favor of Promoters & Promoters and Developers and/or such independent Purchaser/s, confirming their ownership rights in respect of open space, open parking, terraces and/or any premises. The Tenement Purchaser/s hereby agree not to make any claim of any nature in respect thereof in any manner.
26. The said Promoters and Developers hereby agree that they shall, before handing over possession of the said Tenement to the Purchaser/s and in any event before execution of the conveyance of the said land in favor of an association of Purchasers of flats/shops/offices in the building to be constructed on the said land (hereinafter referred to as the said Association) make full and true disclosure of the nature of their title to the said land as well as encumbrances, if any, including any right, title interest or claim of any party in or over the said land and shall as far as practicable, ensure that the said land is free from all encumbrances and that the owner/s and Promoters & Promoters and Developers have absolute clear and marketable title on the execution of a conveyance of the said land by the said Promoters and Developers and owner/s in favor of the said Association. The said Promoters and Developers will register the said Association after completion of entire project and after sale of each and every flat/shop/office in the building. The Conveyance in respect of the said building will be done within 12 months from the date of receiving the Completion Certificate in respect of the entire project.
27. The fixtures, fitting and amenities to be provided by the said Promoters and Developers in the said building and Tenement are those

that are set out in the said building and the Tenement are, as annexed hereto in Annexure 'D'.

28. The said Promoters and Developers shall give possession of the said Tenement to the Tenement Purchaser/s within 24 months from the date of plinth checking with grace period of 6 months and the said Promoters and Developers fail or neglect to give possession of the Tenement to the Tenement Purchaser/s on account of reasons beyond their control and of their agents, as per the provisions of section 8 of Maharashtra Ownership Flats Act, by the aforesaid date, then the said Promoters and Developers shall be liable on demand to refund to the Tenement Purchaser/s the amounts already received by them in respect of the Tenement with simple interest @ 6% per annum from the date the said Promoters and Developers received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that any dispute about 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 refunded by the said Promoters and Developers to the Tenement Purchaser/s, they shall be subject to the prior encumbrances, if any, by a charge on the said land as well as the construction or building/s in which the Tenement/s are situated or are to be situated.
29. Provided that the said Promoters and Developers shall be entitled to reasonable extension of time for giving delivery of Tenement on the aforesaid date, if the completion of building in which the Tenement is situated is delayed on account of :
 - a. Non-availability of Raw Material, Labour, Electricity supply etc.
 - b. War, civil commotion or act of God
 - c. Any notice, order rule, modification of the Government and/or other public or competent authority.
30. The Tenement Purchaser/s shall take possession of the said Tenement within seven days of the said Promoters and Developers giving written notice to the Tenement Purchaser/s intimating that the said Tenement is ready for use and occupation.
31. Provided that if within a period of one year from the date of handing over the Tenement to the Purchaser/s, the Tenement Purchaser/s brings to the notice of the said Promoters and Developers, by a written notice, any defect in the said Tenement or the building in which the Tenements are situated or the material used therein or any unauthorized change in the construction of the said building, then

wherever possible such defects or unauthorized change in the construction of the said building and wherever possible such defects or unauthorized change shall be rectified by Promoters & Promoters and Developers at their own cost. And in case it is not possible to rectify such defects or unauthorized change, then Tenement Purchaser/s shall be entitled to receive from the said Promoters and Developers reasonable compensation for such defect or change, provided that the Tenement Purchaser/s on his own has not carried out any repairs, modifications, changes, alterations, additions, etc. and also that the Tenement Purchaser/s has utilized that Tenement or part thereof in proper and careful manner so as not to damage the said Tenement.

32. That the Promoters and Developers have made the Purchaser aware of the fact that, the Promoter is getting additional FSI against the land to be surrendered for road widening. The Promoter has also clarified that the part construction of 7th floor will be done only after of sanction of such additional FSI and getting plan sanctioned on the basis of the same. The said work will be done in due course. The Purchaser is giving his No Objection for part construction of 7th floor which is yet to be sanctioned.
33. The Tenement Purchaser/s shall use the Tenement or any part thereof or permit the same to be used only for purpose of residence/shop as is permitted by the PMC or Local Authority. He shall use the parking space only for the purpose of keeping or parking the Tenement Purchaser's own vehicle.
34. The Tenement Purchaser/s along with other Purchaser/s of Tenements in the building shall join in forming and registering the said Association to be known by such name as the Tenement Purchaser/s may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for becoming a member, sign and return to the said Promoters and Developers within seven days of the same being forwarded by the said Promoters and Developers to the Tenement Purchaser/s so as to enable the said Promoters and Developers to register the said Association of Tenement Purchaser/s under section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of Promotion of construction, Sale Management and Transfer) Rules, 1964. The Promoter is making it emphatically clear that he will form Apartment of flat purchasers and under no circumstances he intends to form a Society of flat purchasers.

35. Immediately after the notice is given by the said Promoters and Developers to the Tenement Purchaser/s that the said Tenement is ready for use and occupation, the Tenement Purchaser/s are liable to bear and pay Rs.2000/- per month (to be paid in advance for 12 months) towards the outgoings in respect of the said land and building. Until the said Association is formed and said land and building / Tenement is transferred to it, the Tenement Purchaser shall pay to the said Promoters and Developers such proportionate share of outgoings as may be decided by the developer, as annual maintenance charges. The said maintenance charges may be deposited in any bank as the said Promoters and Developers may decide upon in the joint name of the Tenement Purchaser and the said Promoters and Developers. Common expenses will be met by issuing cheques from that account. However, if the said Promoters and Developers find that the aforesaid amount is not sufficient to meet the common expenses, they have the exclusive right to increase the amount of maintenance charges.
36. The Stamp Duty and Registration Charges shall be borne by the Tenement Purchaser.
37. At the time of Registration, the Tenement Purchaser/s shall pay to the said Promoters and Developers the former's share of Stamp Duty and Registration charges payable.
38. The Tenement Purchaser/s shall be bound to act in the following manner.
- a. Maintain the building, in which the Tenement is situated, in good condition.
 - b. Not change, alter or make additions in or to the building, in which the Tenement is situated, and the Tenement itself or any part thereof.
 - c. Not to demolish or cause to demolish the Tenement or any part thereof.
 - d. Not to make changes to the elevation and outside color scheme of the building, in which the Tenement is situated.
 - e. Not to do or permit to be done, any act or thing, which may render void and voidable any insurance of the said land and building, in which the Tenement is situated or any part thereof or whereby any increased premium shall be payable in respect of the insurance.

- f. To bear and pay increase in any local taxes, water charges, insurance and such other levies, which are imposed by the concerned local authority and/or government on account of change of use of the Tenement by the Tenement Purchaser/s for any other purpose other than residential.
 - g. Not to let, sublet, transfer, assign or part with the Tenement Purchaser's interest or benefit factor of this Agreement until all the dues payable by the Tenement Purchaser/s to the said Promoters and Developers under this Agreement are fully paid up.
 - h. Till the conveyance of the building, in which the Tenement is situated, is executed, the Tenement Purchaser/s shall permit the said Promoters and Developers 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 or any part thereof, to view and examine the state and condition thereof.
 - i. Pay to the said Promoters and Developers within 7 days of demand by the said Promoters and Developers, his/her/their share of security deposit, insurance or any other tax imposed and demanded by the concerned local authority of government for giving water, electricity or any other service connection to the building, in which the Tenement is situated.
39. VAT Charges, Sale Tax / Service Tax or any other taxes levied by Government Authorities will be borne by the Purchaser.
40. The Promoters & Promoters and Developers reserve the right to allot show room, any floor or both to any person who is interested in setting up hotel / restaurant for which purchaser will not take any objection. This agreement itself is NOC for hostel / restaurant.
41. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Tenements or of the said Land and building or any part thereof. The Tenement Purchaser/s shall have no claim expect in respect of the Tenement hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces etc. will remain the property of the said Promoters and Developers until the final conveyance.
42. Any delay tolerated or indulgence shown in enforcing the terms of this Agreement or any forbearance for giving time to the Tenement Purchaser/s by the said Promoters and Developers shall not be construed as a waiver on the part of the said Promoters and

Developers of any breach or non-compliance of any terms and condition of Agreement by the Tenement Purchaser/s.

43. The Tenement Purchaser/s shall present this Agreement as well as the conveyance at the proper office of registration within the limit prescribed by the Registration Act and the said Promoters and Developers will attend such office and admit execution thereof.
44. All the notices or intimations to be served on the Tenement or as contemplated by this Agreement shall be deemed to have been duly served if sent to the Tenement Purchaser/s by Registered Post AD / UCP on the address given below.

45. This Agreement shall always be subject to the provisions of The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963 and The Maharashtra Apartment Ownership Act, 1970 and the rules made there under.
46. The Schedules and Annexures, which are enclosed with this Deed, are part and parcel of this Deed.
47. In this agreement, wherever relevant to the context, masculine includes feminine gender or vice-versa and singular includes plural or vice-versa.

SCHEDULE ' I ' OF THE SAID LAND

All that piece and parcel of Plot of land admeasuring about 5 R situated at Survey No. 13/1/5, Aundh, Pune which is part of land situated at survey No. 13/1, Aundhgaon, Pune, Taluka Haveli, Dist Pune, within the local limits of Pune Municipal Corporation.

SCHEDULE - II

(A) COMMON FACILITIES :

1. RCC Frame work structure of the building.
2. Drainage and water line network.
3. Electric meters and water meter/s connected to common lights, water connections, pump set
4. Light points outside the building and the staircase/s as well as those in the common Parking space.
5. One number of water reservoir of adequate capacity with water pump connected with overhead water tank.

6. One stairway and one Lift .
7. Decorative main gate with compound wall.

(B) RESTRICTED AREAS AND FACILITIES :

1. Terraces adjacent if any to the flats are shall be restricted and shall be for exclusive use of such respective flat holders.
2. The marginal open space within the said Land is restricted areas and the said Promoters and Developers herein shall have exclusive right to allot the same to the tenement holder in the building for garden or open to sky car parking purpose.
3. The car parking under stilt of the building and car parking within marginal open space being open to sky shall be restricted and the Promoter herein shall have exclusive right to allot the same to the tenement holder in the building/wing.
4. Top terrace of the each building / wing shall be restricted and the Promoter herein shall have exclusive right to allot the same to accommodation holder in the building.
5. Open space as shown in sanction layout of the buildings /wings
6. All areas which are not covered under aforesaid head of 'Common Area and Facilities' are restricted areas and facilities which include, the marginal open spaces, terraces, car-parking within the said Land and in the building/s which is /are under construction on the said Land is reserved and Promoters & Promoters and Developers shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of flat, terrace/s, parking space etc. or to convert the Restricted Area into Common Area or vice-versa.

SCHEDULE - III

All that piece and parcel of the premises i.e. Flat / Office No. _____, admeasuring built-up area of about _____ sq. ft. i.e. _____ sq. mtrs., along with adjacent terrace, situated on the _____ floor and along with exclusive right to use parking bearing No. _____ having area _____ sq. ft. i.e. _____ sq. mtrs. be constructed on the Plot mentioned in schedule I and which scheme is known as '_____'.
(More particularly shown in plan annexed hereto by red color boundary line).

DECLARATION

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

(Promoters & Promoters and Developers) : _____

(Tenement Purchaser/S) : _____

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED BEFORE THE WITNESSES ON THE DAY AND DATE HEREINABOVE MENTIONED.

Witness 1 :

Name :

R/at :

Signature :

A registered Partnership Firm,
Registered under Indian Partnership
Act 1932. Through its Partner :

Signature

Witness 2 :

Name :

R/at :

Signature :

Tenement Purchaser/s

1. _____

Signature :

2. _____

Signature

Annexure 'D'

SPECIFICATIONS

FOUNDATION : Earthquake Resistant Foundation as per the R.C.C. frame structure.

STRUCTURE : Consultant's recommendation. R.C.C frame structure building with slabs and lintels

WALLS : External walls in 6" thick brick masonry and internal walls in 4" or 6" Brick masonry work in cement mortar.

FLOORING : Vitrified tiles as per Promoters & Promoters and Developers discretion in all rooms with skirting.

DOORS & WINDOWS : All doors will be commercial flush doors and will be Oil Painted. All windows will be powder coated aluminum.

KITCHEN : Granite kitchen platform with stainless steel sink and with glazed 2' 'high above the kitchen platform.

TOILETS, BATHROOM & W.C : Designer tiles as per Promoters & Promoters and Developers discretion and dado up to lintel level. Glazed tiles in toilets.

ELECTRICALS : Concealed type, two and half points in all room and one 15 AMP Power Point in Kitchen, toilet/ bath. One T.V . Point in living room and one bell point for every flat.

PLUMBING : All plumbing work will be of good quality and concealed plumbing with plumbing fixtures of good quality with necessary fittings in bath and w.c.

WATER SUPPLY : PMC water supply to underground and overhead water storage tank, as per P.M.C requirements.

PLASTERING : POP finished internal wall and sand finished external wall.

PAINTING : Plastic paint on internal walls, cement paint on external walls and oil paint on doors and windows as applicable.

WASH BASIN : Two wash basin.

Note : The aforesaid specifications are general and will be provided in the residential accommodation as suitable in accommodation as per the discretion of the Promoter.

Any additional specification or work will be charged extra. No rebate will be given for cancellation or omission of any item.

Consultant's recommendation. R.C.C frame structure building with slabs and lintels.