

ARTICLES OF AGREEMENT

**THIS ARTICLES OF AGREEMENT IS MADE & EXECUTED AT PUNE ON THIS
.....TH DAY OF MAY IN THE YEAR 2020.**

BETWEEN

M/S. AVDHOOT CONSTRUCTIONS,

A Registered Partnership Firm,

Having its Office at :

568, Narayan Peth, Tilak Wada,

Pune 411030.

PAN:

Through its Partners,

1) MR. SACHIN VASANT DESHPANDE

Age: 51 Years, Occupation: Business,

PAN-

UID No.-

2) MRS. VRUSHALI SACHIN DESHPANDE

Age: 48 Years, Occupation: Business,

PAN:

UID No:

Both No. 1 & 2 are R/at: Avdhoot, Survey No. 4,

Plot No.15, Kulashree Colony No. 3,

Karvenagar,

Pune 411052.

3) MR. SHAILESH SHREEKANT TILAK

Age: 54 Years, Occupation: Business,

PAN:

UID No:

R/at: 568, Narayan Peth,

Tilak Wada,

Pune 411030.

Hereinafter referred to as “**DEVELOPERS/PROMOTERS**” (Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said Partnership firm, its present partners, and person/s who may be admitted as partner/s of the said firm on reconstitution of the said Firm, and on dissolution of the said firm, the rights and obligations under this Agreement to whom will be allotted and partner/s’s heirs, executors, administrators and assigns but does not include the person who ceases to be the partner of the said firm and his heirs, executors, administrators and assignees, etc.)

PARTY OF THE FIRST PART

AND

1) MR.

Age: Years, Occupation:,

PAN:

UID No:

2) MRS.

Age: Years, Occupation:,

PAN:

UID No:

Both Resi:.....

Hereinafter called as the “**Purchaser**” (Which expression shall, unless repugnant to the context or meaning thereof, mean and include its plural (if any) and his/her/their respective heirs, successors, survivors, executors, administrators and assigns, etc)

PARTY OF THE SECOND PART

AND

ANITA KUNJ CO-OPERATIVE HOUSING SOCIETY LIMITED,

A Society registered under the provisions of

Maharashtra Co-operative Societies Act, 1960,

Having its registered office at:

Plot No. 1, Survey No. 30/A,

Lane No. 10, Dahanukar Colony,

Kothrud,

Pune 411038.

PAN-

Having its Registration No.

PNA/(PNA) HSG/(TC) 2123/90.91

THROUGH POWER OF ATTORNEY HOLDERS

M/S. AVDHOOT CONSTRUCTIONS,

A Registered Partnership Firm,

Having its Office at :

568, Narayan Peth, Tilak Wada,

Pune 411030.

PAN:

Through its Partners,

1) MR. SACHIN VASANT DESHPANDE

Age: 51 Years, Occupation: Business,

PAN-

UID No.-

2) MRS. VRUSHALI SACHIN DESHPANDE

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PAN:

UID No:

Both No. 1 & 2 are R/at: Avdhoot, Survey No. 4,

Plot No.15, Kulashree Colony No. 3,

Karvenagar,

Pune 411052.

3) MR. SHAILESH SHREEKANT TILAK

Age: 54 Years, Occupation: Business,

PAN:

UID No:

R/at: 568, Narayan Peth,

Tilak Wada,

Pune 411030.

(Owner Society has executed the Redevelopment Agreement through its Chairman, Secretary and Treasurer as per the Resolution No 07 dated 27th July 2017 Of Managing Committee of the Owner Society and General Body Meeting held on 27th July 2017.therefore Owner Society has also joined as Consenting Party to the above said Agreement.)

Hereinafter referred to as “**OWNER SOCIETY/CONSENTING PARTY**” (which expression shall unless repugnant to the context or meaning thereof be deemed as Society, its members, include its successors in title, administrators and assigns)

PARTY OF THE THIRD PART

WHEREAS: History of the land property:

- A) Entire property i.e. Survey No. 30/A, Hissa No. 3, corresponding City Survey No. 1761 to 1764, Plot No. 1, admeasuring 999.2 Sq. Mtrs. (i.e. 10.755 Sq. Ft.) (as per 7/12 Extract), subject matter of the present Development Agreement is land admeasuring 999.2 Sq. Mtrs. situated at Kothrud, Pune, Pune was originally owned by Mr. DattatrayaSakharamDarekar and other 4. Thereafter Mr.DattatrayaSakharamDarekar and other 4 sold the said land property i.e. Survey No. 30/A, Hissa No. 3, corresponding City Survey No. 1761 to 1764, Plot No. 1, admeasuring 999.2 Sq. Mtrs. (i.e. 10.755 Sq. Ft.) (As per Property Card Extract), Kothrud, Pune to Mr.Arun Chintaman Deshpande and Mr. Ramakant Jayram Deshpande. Above said Sale Deed has been executed and registered on 19/07/1985 at Serial No. 7284/1985 in the Office of Sub Registrar Haveli No. 1, Pune.
- B) Said land along with other adjacent lands are consisting total area admeasuring 0 H 25 R bearing Survey No. 30-A, Hissa No. 3 and said entire land was separated in three plots and said layout was duly sanctioned by Pune Municipal Corporation. Above said Plot No. 1 is situated in Western side out of the said land is admeasuring 999.2 Sq. Mtrs. (10755 Sq. Fts.) and specifically described in Schedule I of this agreement. Above said land sold by the erstwhile owners to Mr.Arun Chintaman Deshpande and Mr. Ramakant Jayram Deshpande along with all the easement rights and privileges and right to use road on the eastern side southern 15 Feets wide private

road along with all other rights as mentioned in the Sale Deed No. 6195/1994, Sub Registrar Haveli No. 4, Pune.

- C) Thereafter Mr. Arun Chintaman Deshpande and Mr. Ramakant Jayram Deshpande have assigned development rights of the above said property i.e. Survey No. 30/A, Hissa No. 3, corresponding City Survey No. 1761 to 1764, Plot No. 1, admeasuring 999.2 Sq. Mtrs. (i.e. 10.755 Sq. Ft.) (as per 7/12 Extract), Kothrud, Pune to M/s. Yogesh Constructions, Through It's Partner Mr. Chandrakant Vishwanath Shinde by Agreement. In pursuance to Development Agreement; above said land owners have also given Irrevocable Power of Attorney in favour of the Original Developer.
- D) Thereafter Original Developer M/s. Yogesh Constructions, Through It's Partner Mr. Chandrakant Vishwanath Shinde got full right and absolute authority to develop the said land in pursuance to above said Development Agreement mentioned hereinbefore. Above said Original Developer and Promoter i.e. M/s. Yogesh Constructions, had prepared building plans for proposed construction on the said land and the same are approved by the Pune Municipal Corporation vide its Commencement Certificate No. 2839 dated 01/02/1986. Thereafter M/s. Yogesh Constructions, completion of the buildings, the Developer has obtained the Completion Certificate from Pune Municipal Corporation bearing No. 3150 dated 03/08/1988.
- E) M/s. Yogesh Constructions had undertaken to float a Co-operative Housing Society Members of such flat/unit holders as the case may be and to convey the property by Deed of Conveyance executed and registered 28/09/1994 at Serial No. 6195/1994 in the Sub Registrar Haveli No. 4, Pune in the name of Registered Co-operative Housing Society of the flat/unit holders on such terms and conditions agreeable to the Original Promoter and Developer. The Land Owners have agreed to give their oral and written consent to such Deed of Conveyance that would be made between the Original Promoter/Developer and the Co-operative Housing Society of Members. In pursuance to above said obligation as stipulated by the provisions laid down under the Maharashtra Ownership Flats Act read with Maharashtra Co-operative Societies Act and rules thereunder; the Original Promoter/Developer has formed a Co-operative Housing Society of the Flat/Unit holders known as, **"ANITA KUNJ CO-**

OPERATIVE HOUSING SOCIETY LIMITED”, A Society registered under the provisions of Maharashtra Co-operative Societies Act, 1960, Having its Registration No. PNA/(PNA) HSG/(TC) 2123/90.91.

F) In pursuance to provisions laid down under the Maharashtra Ownership Flats Act; the land owners and the Original Promoter/Developer have executed and registered Deed of Conveyance on 28/09/1994 at Serial No. 6195/1994 in the Office of Sub Registrar Haveli No. 4, Pune. As the building in which above said flats/units are situated and subject matter of the present agreement is become very old and considering the present and additional FSI, its properly utilization; above said Society has called General Body Meeting of the members of the Society. In the said General Body Meeting it is unanimously decided and agreed by all the members of the Society that the above said property to be redeveloped and they have published tender for the same. In response to the public notice for inviting tender; the above said present Developer has shown readiness and willingness to redevelop the said property and give proposal to the Society considering potential of the present FSI, TDR etc. along with present Development Control Rules. Said proposal of the present Developer is accepted in the Special General Body Meeting held on 27th July 2017 of all the members of the Society and Resolution No 07 dated 27/07/2017 is passed in the said meeting and redevelopment proposal submitted by the present Developer herein is agreed and confirmed by the members of the Society. Terms and conditions of the said redevelopment proposal are decided and agreed between all the parties to redevelopment agreement after due negotiations and meetings held between them. Society and its members have verified and scrutinized the proposal submitted by the present Developer through their Architect and Advocate; after getting approval of the same obtained by the Society and its members; Development Agreement is prepared for redevelopment of the property.

- 1. AND WHEREAS** Owner Society is having absolute ownership rights in respect of property i.e. Survey No. 30/A, Hissa No. 3, Plot No. 1, Corresponding City Survey No. 1761 to 1764 admeasuring 999.2 Sq. Mtrs. (i.e. 10.755 Sq. Ft.) (as per 7/12 Extract) and building thereupon subject to membership rights of the members along with their ownership rights of the concerned flats/units, situated at Kothrud, Pune and within the

Registration, Sub District Taluka Pune and District Pune. Above said Purchasers are the members of the Owner Society and by execution of the development agreement they have also given their irrevocable consent for the said development agreement in favour of the present Promoters/Developer.

2. **AND WHEREAS** by virtue of the individual Agreements, PMC Tax Receipts, MSEDCL bills in the name of Unit/flat Holders, all Unit/flat Holders have become absolute owner of their respective Units and proportionate percentage in the common area and facilities of the “**ANITAKUNJ CO-OPERATIVE HOUSING SOCIETY LIMITED.**”. The details of the Unit/Flat Holders are mentioned in the list annexed therewith to the development agreement between Owner Society and present Developer and Promoters. All the members are having proportionately ownership rights in the property of the Society i.e. Land and Building thereupon in pursuance to the registered agreements executed by the earlier Promoter/Developer with the consent of the earlier land owners. Some original Purchasers have sold their flats to different persons and now these persons are became the members of the society and therefore they have acquired the membership rights in the Society in the place of original flat/unit purchasers.
3. **AND WHEREAS** Owner Society with the consent of the Unit/Flat Holders have decided to redevelop the aforesaid property through the compatible Developer and the present Developer came to know the said intention of the Owner Society, approached them by accepting the terms and conditions of the Owner Society and also offered to redevelop the said property and has given its offer for Redevelopment Scheme. The Owner Society have accepted the offer of the Developer by calling their special general body meeting which was held on 27th July 2017 and in that special general body meeting it is specifically and irrevocably it is decided and agreed that, the aforesaid property shall be redeveloped by demolishing old building, and by constructing one new building consisting of various flats/units as per the prevailing Development Control Rules & Regulations of Pune Municipal Corporation. The present Developer shall be responsible for getting requisite approval of Pune Municipal Corporation for construction of the building/s thereupon on the above said plot i.e. Survey No. 30/A, Hissa No. 3, Plot No. 1, Corresponding City Survey No. 1761 to 1764 admeasuring

999.2 Sq. Mtrs. (i.e. 10.755 Sq. Ft.) (as per 7/12 Extract), situated at Kothrud, Pune and within the Registration, Sub District Taluka Pune and District Pune.

4. **AND WHEREAS** in pursuance of the discussions took place between all the flat Holders/members of the Owner Society and Owner Society have accorded their consent on the basis of the proposal given by every member of the society. The Owner Society has agreed to entrust the Redevelopment work of the said property to the present Developer.
5. **AND WHEREAS** the present Developer has got the said property duly measured from the concerned Government Authorities and actual area after demarcation is as under i.e. 999.2 Sq. Mtrs and construction thereupon is owned and occupied by the Owner Society. It is also irrevocably agreed and confirmed by the Owner Society that prospective flat/office/shop/unit purchasers of the proposed building to be constructed other than original members of the owner society shall entitle to become members of the Owner Society and it is essence of the agreement. Under whatsoever grounds or reasons; Owner society shall not to raise any objection for the same in due course. In default of the same by Owner Society.
6. **AND WHEREAS** above said Purchasers/Members of the Society are also Consenting Party to the development agreement. There are total 18 Flats and one Garage in the said building constructed and situated in the property which is subject matter of the development agreement.
7. **AND WHEREAS** all Unit/Flat Holders, being Unit owners, having proportionate interest in the common areas and facilities and also being a member of Association of Society, hereby grant development rights and Power of Attorney to the Developer in respect of the redevelopment of the said property as well as permits the Developer to demolish the existing building of the Society known as “ANITAKUNJ CO-OPERATIVE HOUSING SOCIETY LTD.”, standing thereon and thereafter reconstruct the new building/s thereon, as per the plans to be sanctioned by the Pune Municipal Corporation by way of utilizing and consuming the full permissible and potential F.S.I. of the said Schedule II and other premium payable F.S.I. and also by way loading a maximum of 100% permissible TDR on the existing plot to be availed of from third party by the Developer at their own cost, in the name of “ANITAKUNJ CO-

OPERATIVE HOUSING SOCIETY LTD.” and in the manner more particularly set out therein development agreement.

8. **AND WHEREAS** Owner Society with consent of all the members of the Society i.e. Purchasers have assigned development rights of the said property for redevelopment vide Development Agreement which is executed and registered on 26/11/2020 at Serial No. 5886/2020 in the Office of Joint Sub Registrar Haveli No. 1, Pune. In pursuance to do various acts, things and deeds they have also given Irrevocable Power of Attorney to the partners of the present Developer and Promoter Firm and the same is executed and registered on 26/11/2020 at Serial No. 5887/2020 in the Office of Joint Sub Registrar Haveli No. 1, Pune.
9. **AND WHEREAS** in pursuance to above said Development Agreement and Irrevocable Power of Attorney between Owner Society, Developer and Promoter and all the members of the Society i.e. Purchasers have agreed to perform all the terms and conditions of the said Development Agreement. Therefore all the members of the Owner Society have requested in pursuance to said Development Agreement; in supplementary to that agreement, individual agreements with each members of every unit in the Society to be executed and registered between the parties to confirm the various individual obligations of all the parties to the agreement. Therefore now this Articles of Agreement is executed between all the parties to note down the terms and conditions decided and agreed between the parties in pursuance to development agreement. All the parties to this agreement have agreed the same and executed this agreement as under,
10. **AND WHEREAS** the Promoters/Developers have herein acquired absolute development rights in respect of the said land from the Consenting Party herein and as such the Promoters/Developers are having the exclusive right to develop above said land, inter-alia, by construction of Building/s containing Residential Flats/Units and/or Building/s containing Shops/Commercial Premises and/or other Structures thereon. Promoters/Developers have further authorized to carry out the construction over the property and further authorized to sale the flats/Shops/Offices/Units to the prospective purchasers in the proposed ownership scheme and to receive and appropriate the sale

proceeds thereof subject to terms and conditions in the development agreement mentioned hereinbefore.

11. **AND WHEREAS** on the basis of the above said documents i.e. Development Agreement along with Irrevocable Power of Attorney, Promoters/Developers i.e. **M/S. AVDHOT CONSTRUCTIONS**, A Registered Partnership Firm, **Having its Office at:** 568, Narayan Peth, Tilak Wada, Pune 411030 **Through its Partners, MR. SACHIN VASANT DESHPANDE, MRS. VRUSHALI SACHIN DESHPANDE and MR. SHAILESH SHREEKANT TILAK** have full & exclusive development rights to develop the said property by constructing a multi-storied building consisting of flats, shops, units and the Promoters/Developers also got full right to sell the said flat/s, units intending purchasers and enter into agreement/s and to receive amount of consideration from the prospective purchasers subject to terms and conditions mentioned in the said Development Agreement.
12. **AND WHEREAS** necessary plans required for the construction are sanctioned by Pune Municipal Corporation vide Commencement Certificate No. 1684/20 dated 01/02/2021. Therefore in pursuance to above said layout, Promoters/Developers also entitled to complete the above said project as per above sanctioned plans including prospective revision in the sanctioned plan without changing the structure, location and details of the above said flat which is subject matter of this agreement and subject to prior approval of the Owner Society and provided subject to rights to make revisions as per their choice, discretion, restriction time to time as per changing situations and circumstances subject to provisions of law. Promoters/Developers are having ample powers, rights and discretion to complete and to prefer completion of the project as per development agreement.
13. **AND WHEREAS** the Promoters/Developers accordingly, is planning to develop the said Land by using, utilizing and consuming the Floor Area Ratio/Floor Space Index ("FAR/ FSI") originating from the physical area thereof, so also availing of the additional such FAR/FSI either by way of Transferable Development Rights (TDRs) and/or floating FAR/FSI and/or otherwise. As well as the Promoters/Developers has also entitled to complete the project after utilizing all the benefits and Floor Area Ratio/Floor Space Index ("FAR/ FSI") originating from the physical area of all the

lands including this land. In that situation, the Purchasers/Members shall not entitle to raise any objection, claim, and compensation under whatsoever head from the Promoters. The Promoter shall execute the conveyance of the entire land underneath building within four months from the date after getting Final Completion Certificate.

14. **AND WHEREAS** the Purchaser/s herein, do hereby accord his/her/their free and not blanket consent to the Promoters/Developers to effect any changes, revisions, renewals, alterations, modifications, additions, corrections *etcetera* in the sanctioned plans and/or layout of the said Land/s (Described in SCHEDULE written herein above) and/or building and/or structure on the said Land subject to earlier covenants of this agreement and terms and conditions of the development agreement. The Purchaser/s herein, further accord his/her/their Irrevocable “No Objection” to the Pune Municipal Corporation, Pune accordingly to effect any changes, revisions, renewals, alterations, modifications, additions, corrections *et cetera* in the sanctioned plans and/or layout of the said Land/s as may be submitted by the Promoters/Developers time to time, by execution of this agreement. It is essence of the contract and above said irrevocable permission shall not be read and interpreted as blanket consent. However, the construction, location of the above said Flat/Unit agreed to be allotted to the Purchasers shall not be adversely affected. Hereinafter no separate consent and/or no objection will be required for the same by the Flat/Owners and/or Owner Society of the said entire project till the completion of the project in entire aspect. It is essence of this agreement.
15. **AND WHEREAS** at present FSI consumable is 3597.12 Sq. Mtrs. and future FSI/TDR will be sanctioned and/or available shall be exclusively belong to the Promoters/Developers. As well as present sanctioned layout and plans are verified by Purchasers as well as future projection/s, revisions, modifications, alterations in present sanctioned layout and plans are also shown to the Purchaser/s. Due to this reasons and/or grounds, the Purchaser/s shall not entitle to take and/or raise any objection, litigation, dispute etc. against the Promoters and shall to indemnify them for the loss if any.
16. **AND WHEREAS** the Promoters/Developers herein has appointed **M/S. VINOD AND ASSOCIATES**, Having its Office at: A/9, 5th Floor, “Godake Classic” Prabhat Road, Pune 411052 as its Architect and **M/S SUNIL MUTALIK AND**

ASSOCIATES, Having its Office at: 1349/1350, ShukrawarPeth, “ArthShilp”, 3rd Floor, Bajirao Road, Pune – 411 002 as its Structural Engineer for the building/s which is under construction on the said land/said property. The Promoters/Developers herein has reserved right to change aforesaid Architects and Structural Engineers before the completion of the building/s, entire project. The Promoters/Developers accordingly, has commenced the development of the said Land and construction of the building/s comprising of independent blocks for residence and other units thereon, under the supervision of **M/S. VINOD AND ASSOCIATES**, Having its Office at: A/9, 5th Floor, “Godake Classic” Prabhat Road, Pune 411052, of the architects, registered with the Council of Architects and appointed by the Promoters/Developers for the project, which has drawn the plans for building layout and the construction of the building on the said Land. Structural Engineer **M/S SUNIL MUTALIK AND ASSOCIATES**, Having its Office at: 1349/1350, ShukrawarPeth, “ArthShilp”, 3rd Floor, Bajirao Road, Pune – 411 002, appointed by the Promoters/Developers, who have drawn the drawings for structure of the building/s being constructed on the said Land. Pune Municipal Corporation has sanctioned the building plans as well as the layout of the building/s which is under construction on the said land and which plan/s will have to be renewed or revised from time to time by the Promoters/Developers if necessary and deems fit and proper as per their convenience.

17. **AND WHEREAS** the Purchaser/s herein has/have demanded from the Promoters/Developers and the Promoters/Developers has given inspection to the Owner/s of all the documents relating to the said land and the plans, designs and specifications prepared by the aforesaid Architect of the Promoters/Developers and such other documents as are specified under Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963 and The Real Estate (Regulation and Development) Act, 2016 with Maharashtra Rules 2017 and regulations (Hereinafter referred to as "**THE SAID ACTS**") and rules made there under.
18. **AND WHEREAS** the copy of the Certificate of the Title issued by the **Advocate Dharmendra Paradeshi** having office at CTS 521 to 525 Sadashiv Peth, Flat No. 401 Giridhar Parijat, Pune 411030. Advocates of the Promoters, Property Card Extract of

land showing the nature of the title of the owner society of the said land, Commencement Certificates, the copy of the floor plan, details of the tenement and specifications as agreed to be provided and other relevant documents are annexed hereto.

19. **AND WHEREAS** after the enquiry of Purchaser/s, the Promoters/Developers herein has requested to the Purchaser/s to carry out independent search by appointing their own Advocate and to ask any queries, he/she/they had regarding the marketable title and rights and authorities of the Promoters/Developers herein. The Purchaser/s has/have satisfied himself/herself/themselves in respect of the marketable title of the owners of the said land and interested parties therein and further rights and authorities of the Promoters/Developers herein thereafter he/she/they has/have agreed to purchase the residential/commercial tenement which is more particularly described herein and show on the plan annexed hereto (Hereinafter referred to or called as "**THE SAID ACCOMMODATION/UNIT**").

20. **AND WHEREAS** the Purchasers has applied to the Promoter for allotment of an Flat No.-----on ----- floor in the said Project,

21. **AND WHEREAS** the carpet area of the said Flat is -----sqmtrs Carpet and "carpet area" means the net usable floor area of an flat, excluding the area covered by Flat for exclusive use of the Purchasers or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchasers, but includes the area covered by the internal partition walls of the flat.

22. **AND WHEREAS**, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms & conditions appearing hereinafter:

23. **AND WHEREAS**, prior to the execution of these presents the Purchasers has paid to the Promoter a sum of **Rs. -----/- (Rupees ----- only)** , being part

payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Purchasers a advance payment or Application Fee(the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchasers has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing..

SCHEDULE OF PAYMENT FOR PURCHASE OF FLAT

Sr. No.	Particulars	Amount Rs %
1	At the time of Booking	10
2	On or before completion of Plinth	11
3	On or before completion of First Slab	11
4	On or before completion of second Slab	11
5	On or before completion of Third Slab	11
6	On or before completion of Fourth Slab	11
7	On On or before completion of Brick Work	13
8	On or before completion of Plastering& Flooring	12
9	On or before completion of Plumbing& Sanitary	05
10	At the Time of Completion Certificate balance	05

Amount shall be paid by Allottee

24. **AND WHEREAS** , under section 13 of the said Act the promoter is required to execute a written Agreement for sale of the said Flat with the Purchasers, being in fact these presents and also to register the agreement under the Registration Act.,1908.
25. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the promoter hereby agrees to sell and the Purchasers hereby agrees to purchase the Flat and the one car covered parking.
26. **AND WHEREAS** Payment of consideration and/or any amount in respect of the above said agreement shall to paid in the name of the account as mentioned in the payment schedule **“M/S. AVDHOOT CONSTRUCTIONS”** (..... **Bank, Branch, Pune A/c. No.**).
27. **AND WHEREAS** the Promoters/Developers herein has agreed to provide amenities in the said Accommodation, which are more particularly described hereto in SCHEDULE. Purchaser/s herein is/are aware of the fact that the Promoters/Developers herein has entered or will enter into similar or separate Agreements with several other person/s and party/parties in respect of the other flat/s, residential tenement/s, unit/etc.
28. **AND WHEREAS** the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence these presents.
29. **AND WHEREAS** the Purchaser/s agreed and confirmed to acquire allotment of the **“Residential Flat/Unit”** being situated in the new building to be constructed on the said Land, more particularly described in SCHEDULE written herein below and delineated in the floor map annexed hereto (hereinafter referred to as the said **“UNIT”**), from the Promoters/Developers, in lieu of old flat of the Purchasers and subject to terms and conditions mentioned particularly in the development agreement as hereinbefore mentioned, subject to otherwise agreed, reserved and provided herein, the parties hereto

therefore, have executed this Articles of Agreement, witnessing the terms and conditions thereof, in compliance to section 4 of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963 and The Real Estate (Regulation and Development) Act, 2016 with Maharashtra Rules 2017 and regulations (Hereinafter referred to as "**THE SAID ACTS**") and rules made there under:

30. **AND WHEREAS** relying on the Purchasers representations and the assurances and subject to the terms and conditions mentioned in this agreement the Promoters herein has agreed to allot and the Flat Unit Owner/s herein agreed flat/unit in the said new building in the Scheme (Described in **Schedule II** hereunder and is more particularly shown delineated and demarcated in red colour in **Annexure B** annexed hereto), at or for mutually concluded and agreed consideration as detailed hereunder excluding expenses for stamp duty, registration fees, GST, other charges payable by allottee to Central Government, State Government and/or any other government department Real Estate Regulatory Authority or any other taxes levied which shall be paid by Purchaser/s separately in respect of the subject matter of this agreement. The transaction of the said flat/unit is on the basis of carpet area only. The Purchaser/s is/are aware that due to skirting and variation in plaster, the carpet area may be varies. The variation may be approximately three to five percent. The Purchaser/s consent for the same and is/are aware that the consideration being lump sum will not change. The Developers/Promoters has agreed to provide the amenities, common areas, facilities internal development Works and external Development Works in the said project which are more particularly described in the Schedule written hereunder as well as more particularly in Development Agreement. The Purchaser/s agrees not to question or challenge the said agreement and agreed consideration the same having been settled on lump sum basis considering all aspects and other terms of Development Agreement and this agreement.

31. **AND WHEREAS** the Purchaser/s is/are also further given to understand that:

- (a) Present Agreement is being executed under the provisions of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963 and The Real Estate (Regulation and Development) Act, 2016 with Maharashtra Rules 2017 and regulations (Hereinafter referred to as "**THE SAID ACTS**") and rules made there under. Promoters has registered the said Project under RERA with Real Estate Regulatory Authority under the said Act vide Registration No.dated/...../2019;
- (b) Developers/Promoters have already disclosed the plans, layout, arrangements of Internal and External Development works, specifications and amenities to the Purchaser/s, herein;
- (c) Developers/Promoters have also provided with the Schedule of work progress and stages and mode of payment of installments to the Purchaser/s;
- (d) Developers/Promoters have also provided the details of other services being provided and the charges against the same and further that the said charges shall be deposited in a separate account and shall be utilized for the same;
- (e) Developers/Promoters are not selling any parking space either covered or uncovered however the Purchaser/s shall by their mutual consent allocate the parking spaces at their convenience;
- (f) Purchaser/s has/have verified that the carpet area and the areas of attached balcony, attached terrace have been mentioned separately in the agreement;
- (g) The price of the Flat agreed hereunder is on lumpsum basis and separate price for carpet area, balcony, terrace etc. are not defined;
- (h) Purchaser/s has/have not been induced by any misrepresentation, advertisement, brochure to purchase the said Flat;
- (i) Purchaser/s has/have not been assured any concession, grant etc;
- (j) Purchaser/s shall extend all the co-operation to the promoter to fulfill the terms and conditions considering registration of the project with RERA and shall also pay necessary fees and contributions payable by allottee/ Purchaser/s to RERA by the prescribed Rules and Regulations under RERA if any;
- (k) That the project "**Anitakunj Co-operative Housing Society**" is a standalone project of single building as defined in Schedule hereunder and also specifically in this agreement as per the provisions of The Real Estate (Regulation and Development) Act, 2016 with Maharashtra Rules

2017 and regulations (Hereinafter referred to as "**THE SAID ACT**") and rules made there under and there shall be association of allottees in form of Society of the entire project "**ANITAKUNJ CO-OPERATIVE HOUSING SOCIETY LTD.**" after getting occupancy/completion certificate of the building of the entire layout sanctioned as contemplated by the provisions of Maharashtra Co-operative Society Act/Maharashtra Apartment Ownership Act/Companies Act;

- (l) Developers/Promoters have not received/demanded more than 10% of the total price of the flat before present agreement;
- (m) If required the Purchaser/s and the Developers/Promoters shall execute necessary Supplement/Addendum to present Agreement as well as to Development Agreement to suit the requirements of provisions RERA to be applied from time to time. It is the essence of the contract.

NOW THIS ARTICLES OF AGREEMENT WITNESSETH:

1. NON OBSTANT:

Notwithstanding anything contained anywhere in this Agreement, the Purchaser/s hereby declare, confirm and agree that,

- (a) The Purchaser/s hereby accorded his/her/their irrevocable consent and no objection to the Promoters/Developers under whatsoever reasons and grounds till the completion of entire project in all aspects and usufruct, consume all the benefits of all the lands by the Promoters/Developers in all aspects including consuming present and future FAR/FSI, TDR till the complete of entire project,
- (b) The Promoters/Developers has also reserved all its rights and discretion to use, utilize and consume the Floor Area Ratio/Floor Space Index ("FAR/ FSI") originating from the physical area of the said Land on the above said land and the Promoters/Developers may be entitled to, so also to use the same in the manner and at the location as may be exclusively decided by the Promoters/Developers,
- (c) The Promoters/Developers has further reserved all its rights and discretion to avail, use, utilize and consume the additional FAR/FSI, either by way of Transferable Development Rights ("TDR") or otherwise by whatever name called, as may be permissible under the concerned rules and regulations at present as well as in future till the complete of entire project in all aspects,

- (d) The Promoters/Developers has also reserved all its rights and discretion to develop the said Land and during the agreed period as per Development Agreement of which the Purchaser/s shall not raise nor shall be entitled raise any objection *inter alia* on the ground of nuisance, annoyance, inconvenience, noise et cetera,
- (e) The Promoters/Developers has also reserved all its rights either (i) to develop and/or dispose of by sale or otherwise transfer and appropriate the proceeds thereof to itself, or (ii) to surrender the amenity space to the concerned government/planning authority if any and claim, avail, use, utilize and consume the FAR/FSI granted in lieu thereof, on the said Land for construction of and/or addition to the building/s being constructed thereon, as is permissible under the amended Development Control Regulations and any relevant provisions of the law concerning to the subject matter time to time subject to the provisions of The Real Estate (Regulation and Development) Act, 2016 with Maharashtra Rules 2017 and regulations and rules made there under.
- (f) The Promoters/Developers has also reserved all its rights to develop and/or construct a building/s on the open space of the said Land as may be permissible under the concerned rules, regulations and provisions of law time to time till the completion of entire project in all aspects subject to the provisions of The Real Estate (Regulation and Development) Act, 2016 with Maharashtra Rules 2017 and regulations and rules made there under.
- (g) The Promoters/Developers has reserved rights and discretion to acquire, develop and dispose of and/or cause to be acquired, developed and disposed of any of the adjoining pieces of land independently of the said Land, for which the Promoters/Developers shall have right to provide as easement and/or otherwise the right to access through the internal roads of the said Land and/or through marginal open space thereof, for which the Purchaser/s herein has/have accorded his/her/their/its irrevocable consent, subject to terms and conditions of the development agreement if any.
- (h) If the Promoters/Developers shall be entitle and has reserved rights to develop residential, commercial building/s on some portion of the said Land as may be sanctioned by the concerned authorities, apart from convenient shopping in the residential buildings, and either to retain for itself and/or dispose the same of, for which the Purchaser/s herein has/have accorded his/her/their/its irrevocable consent and 'No Objection' by execution of this agreement,

- (i) The Promoters/Developers shall be entitled to compensation from the Purchaser/s in case any obstruction or impediment of any nature raised to or for the development of the said Land and/or other pieces of land adjoining to the said Land either by amalgamation and/or sub-division and/or consumption of FAR/FSI for any building/s thereon, by, through and on behalf of the Purchaser/s.
- (j) By virtue of necessary and relevant permissions, licenses, clearances under the provisions of different prevailing laws; Promoters/Developers has given undertakings, bonds etc. for the compliances of the terms and conditions mentioned in the concerned permissions, licenses, clearances. Therefore Purchaser/s and/or their assignees, nominees, representatives, proposed body of Purchaser/s shall be bound to make and fulfill all the necessary obligations and terms, conditions enumerated in those permissions, licenses, clearances as Purchaser/s in the above said project. In case any Purchaser/s knowingly and/or unknowingly neglected, refused and avooided to perform same and any penalty, loss, compensation, fine will be required to pay by Promoters/Developers to the concerned authorities then such amount of penalty, loss, compensation, fine along with any interest thereon shall to be recovered from concerned person/s by the Promoters/Developers in addition to rights available by execution of this agreement.

These are the essence of this agreement and these terms and conditions are never be read and interpreted as blanket permission but it shall always be presumed as the free and fair consent of the Purchaser/s. Under any facts and circumstances of whatsoever nature, the Purchaser/s shall not be entitle to revoke and/cancel the same.

2. AGREEMENT:

Subject to other terms and conditions herein, the Promoters/Developers hereby agreed to allot or otherwise convey the said Flat/Unit (described in SCHEDULE and delineated in the floor map annexed hereto), unto and in favour of the Purchaser/s herein, and the Purchaser/s accordingly agreed to acquire and purchase the same from the Promoters/Developers, for and at the consideration price of **Rs. 000000/-(Rupees Nil Only)** payable by the Purchaser/s to the Promoters/Developers, as hereinafter mentioned.

Payment if any has to be made by Account payee Cheque/Demand Draft/Pay Order/RTGS/NEFT in the name of schedule **“M/S. AVDHOT CONSTRUCTIONS”** (..... **Bank,****Branch, Pune A/c. No.**). The Purchaser/s has/have agreed to acquirei allotment of the Flat/Unit

from the Promoters and the Promoters have agreed to allot to the Purchaser/s the FLAT/UNIT as described in Schedule II hereunder in the said Scheme " **AnitaKunj Co-operative HSG society Ltd**", (which FLAT/UNIT is more particularly described in the "**Schedule**" hereunder and hereinafter referred to as the '**SAID FLAT/UNIT**'), at and for the total consideration **Rs. 000000/- (Rupees Nil Only)** including the proportionate price of the above referred common areas and facilities. The Allotment of the said Flat/Unit is on the basis of carpet area only.

The nature, extent and description of the common areas and facilities, internal works of development and external works of Development are more specifically described hereunder in Schedule and the Developers/Promoters has agreed to provide specifications in the said flat which are more particularly described in the Schedule hereto..

The Developers/Promoters shall bear the expenses of the following -

- (a) The legal consultant's fee and incidental expenses of this agreement (excluding stamp duty, registration fee and expenses, excluding GST, Works Contract Tax, Cess or any other levies by any government or local bodies) and other taxes levied.
- (b) That over and above the price of the said Flat, incidental taxes and the Owner/s shall pay following amount –
 - 1) Legal Charges: Rs. 000000/-
 - 2) Charges towards extra works to be carried out according to express directions of the Purchaser/s.
 - 3) Charges for Electricity connection and meter shall be borne by the Purchaser.

Stamp duty, Registration Charges and incidental expenses of the registration of this agreement and/or the conveyance as the case may be shall be borne and paid by the Purchaser/s separately.

Except the amount of balance maintenance, if any, and the share money, no other amount, expenses shall be transferred to the Society and this condition shall be the essence of this contract.

- (c) Commencing a week after notice in writing is given by the Developers/Promoters to the Purchaser/s that the Flat is ready for the use and occupation, the Purchaser/s shall be liable to bear and pay from the date of the completion certificate of his/her/their flat the proportionate share (i.e. in proportion to the floor area of the Flat/Unit s or in lump-sum monthly amount) of outgoings in respect of the said land and building/buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, Water charges,

Insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the Management and maintenance of the said land and buildings. After deducting the expenses for the aforesaid purposes, the remaining balance, if any, shall be held by the Society and credited to the suspense account of the Society and if any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the Purchaser/s to the Society. In the latter event Society shall be entitled to ask for increment in the deposit amount. In the event of transfer of the Flat/Unit by the Purchaser/s (with prior permission of the Promoters or Society as the case may be), the said deposit shall not be liable to be refunded but will be transferred in the name of the new transferee. The Purchaser/s or persons claiming through him/her/their shall not be entitled to create any encumbrance or charge on the said deposit and the same shall be non-refundable.

- (d) The Promoters/Developers at its discretion and option shall be entitled to enter into agreement with any person/company/agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof. The Purchaser/s and Society shall be bound by the said contract. During the continuance of the scheme the maintenance charges paid by the Association after occupying the flat/unit agreed to be sold to him or interest accrued from the deposit paid by him, is never sufficient to cover the expenses of maintenance of the common areas and facilities, as similar charges are not collected from the other and Unsold Flat/Unit. The Purchaser/s herein agrees to the above fact and hence agrees that he/she/they will not demand account therefore till the entire scheme is complete and maintenance is handed over to the Society.

2.1) Additional Amounts payable in respect of SAID FLAT to be paid by the Purchaser/s alone:

- A) The Purchaser/s hereby agree/s to pay directly, and/ or to reimburse the Developers for the payments made/ to be made towards the Works Contract Tax Act and such other assessments including GST, levies imposed or recovered by the Concerned Authorities as per the laws in force today or those may become enforceable and payable at any time in future in respect of above said Agreement in respect of the SAID FLAT and the proportionate land in respect of the SAID FLAT.
- B) That the Purchaser/s has/have undertaken to pay the applicable GST along with other taxes if any at present or to be levied on the present transaction, irrespective of the legal obligation (either on the Developers/Promoters or the Purchaser/s) towards the subject matter of this agreement.

3. CONSTRUCTION:

- (a) The Promoters/Developers shall complete the construction of the said Flat/Unit in accordance with the sanctioned building plans and specifications, fixtures, fittings and amenities as agreed to and mentioned/enumerated in the SCHEDULE written herein (the said “**SPECIFICATIONS**” for short), (ii) the additional FAR/FSI granted in lieu of surrender of the area out of the said Land for road or road widening, (iii) the additional FAR/FSI relating to the said Land in lieu of any incident/s and/or change in any rules and regulations.
- (b) The Owner/s hereby, granted his/her/their consent for change/modification/alteration of and in the layout of the said Land including amalgamation and/or sub-division thereof, of the plans of the building/s, (i) in case the same is required to be done under any rule, regulation, enactment then in force, or (ii) consequent to use, utilization and consumption of the additional FAR/FSI for construction of the building on the said Land and/or adding the construction thereto, without adversely affecting the construction of the said Unit as agreed to be purchased by the Owner/s. The Owner/s is/are aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately upto 3% to 5 %. The Purchaser/s consent for the same and is/are aware that the consideration being lump sum will not change due to said reasons and grounds.
- (c) The Promoters/Developers shall have preferential/pre-emptory right to utilize the residual or available FAR/FSI or the one increased by reason of any rule/regulation/enactment or the additional one granted and/or allowed there under either by way of TDR and/or otherwise on the said Land, to which the Purchaser/s hereby agrees and shall always be deemed to have agreed. Separate consent and permission of the Purchaser/s shall not be required in future also for the same and execution of this agreement itself shall to be presumed as permission for the same.
- (d) Subject to the right to revise and of revision of layout and/or the plans for construction of the building/s on the said Land by the Promoters/Developers, as hereinbefore agreed, no part of the said FAR/FSI has been utilized by the Promoters/Developers anywhere else as per the changes in development control rules and/or any other rules pertaining to it.
- (e) The Promoters/Developers shall complete the construction of the said Unit as agreed to herein on or before June 2023 i.e. 30 months from the date of commencement and after demolishing of existing building after giving actual and physical possession of the building of the Society shall deliver possession thereof, to the Purchaser/s, on issuance of completion certificate by the

concerned planning authority if any or after given certificate by the Architect subject to delay if any due to clauses mentioned as force majeure.

(f) It is agreed between the parties hereto that if the Promoters/Developers fail to give possession of the said Unit in accordance with the terms of this Agreement on the date mentioned in Clause 3(e) hereinabove, or if, the Promoters/Developers and/or their Agents for reasons beyond their control, are unable to give possession of the said Flat/Unit by the said date and after a period of three months if those reasons still exist, then in such case, the Promoters/Developers shall, without prejudice to their rights reserved hereunder. Provided that the Promoters/Developers shall be entitled to reasonable extension of time for giving delivery of the said Unit on the aforesaid date, if the completion of building in which the Flat/Unit is to be situated or the period of delay caused in completion of the construction of the said Unit on account of:

- i) *force majeure*, civil commotion, war, strike, boycott, *bandh*, threat,
 - ii) non-availability or scarcity of any building material or finishing articles including water, electricity,
 - iii) any orders, circulars issued by any government, semi government, planning authority including changing rules and regulations of any law,
 - iv) any prohibitory order/s from any court or authority,
 - v) Any delay on the part of the Pune Municipal Corporation or any other Public Body or Authority, including the M.S.E.D.C.L, in issuing or granting necessary Certificates/Nocs/Permissions/Licenses/Connections of any service such as Electricity, Drains and Water Connections and Meters to the said ENTIRE PROJECT under construction by the Promoters/Developers on the said Land,or
 - vi) any other reasons beyond the control of the Promoters/Developers,
- shall not be included and shall be excluded from computation of the period of completion of the said Unit and delivery of possession thereof to the Purchaser/s. Due to any and/or more than one reasons mentioned hereinbefore if date of possession will be delayed the Purchaser/s shall not entitle to claim any compensation, damages etc. under any reasons and grounds of whatsoever nature.

4. POSSESSION:

- (a) The Purchaser/s shall take possession of the said Unit within 1 (One) month of the Promoters/Developers giving written intimation to the Purchaser/s intimating completion of the construction of the said Unit.
- (b) At the time of delivery of possession of the said Flat/Unit, the Purchaser/s shall also execute such other documents such as possession receipt, declaration, indemnity bond *et cetera*, as might be required by the Promoters/Developers.
- (c) If within a period of 5 (Five) years, from the date of handing over of possession of the said Flat/Unit to the Purchaser/s, the Purchaser/s bring to the notice of the Developers/Promoters any structural defect in the construction of the said Unit or in the building where unit is situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify then the Purchaser/s shall be entitled to get compensation as per the provisions of this Act, subject to the Promoters/Developers wherever possible, shall be bound to rectify/remove/alter/remedy the same, entirely at the cost of the Promoters/Developers. Provided that if the Purchaser/s has/have done any acts, things and deeds which may cause said defect then the Promoters/Developers shall not be responsible for the same.
- (d) Under no circumstances the Purchaser/s shall be entitled to get possession of the said Flat/Unit, unless the Purchaser/s shall have paid the entire consideration and other money payable by the Purchaser/s under this agreement to the Promoters/Developers and/or money payable to any concerned authority under any concerned statute relating to the subject matter of this agreement. Amount of due interest, any other cost, expenses, stamp duty, registration fees if any, statutory taxes, cess, GST if any shall be deducted on priority basis from the amount received from the Purchaser/s. It is also specifically agreed and confirmed by both parties that unless and until entire amount if any payable by the Purchaser/s to the Developers/Promoters not paid by the Purchaser/s; they are not entitled to receive possession of the Flat/Unit.
- (e) Due to change, amendment, new enactment, interpretation of any existing provisions of law by competent court of law, of any rules, regulations, provisions of any law, if any additional amount than as mentioned in this agreement will be receivable from the Purchaser/s relating to this subject matter then it shall be payable by the Purchaser/s. The Purchaser/s shall keep indemnified to the Promoters/Developers from the same and even after handover of possession of the unit to the Purchaser/s, if concerned authority has claimed the same from the

Promoters/Developers then the Promoters/Developers shall have right to recover the same from the Purchaser/s along with interest, cost and expenses for the same. It is also essence of this agreement.

- (f) As well as due to change in rules, regulations, provisions of law if plans shall to be revised, modified by the Promoters/Developers and due to that reasons if Parking to be allotted for exclusive use of the Purchaser/s will not be available as per this agreement, then the Purchaser/s shall not entitle to raise objection and claim compensation for the same.
- (g) The Promoters/Developers shall be entitled to grant exclusive use, occupation and enjoyment of any part of the said land which remains un-built upon (and which is not by virtue of its location inherently a common area) to one or more of the Flat /Unit Owner/s to be used as a garden or sit-out or for any other permissible user. The Promoters/Developers shall also be entitled to grant the exclusive right of use of the parking spaces in the basement of the said building proposed to be constructed by it on the said land and use of the terraces to the prospective purchasers of Flats/Units therein. Such terraces, open spaces or garden areas and parking spaces, the exclusive use, occupation and enjoyment of which have been granted by the Promoters/Developers as aforesaid shall constitute restricted common areas and facilities as contemplated under the Maharashtra Ownership Flats Act, 1963 and/or The Real Estate (Regulation and Development) Act, 2016 with rules there under. The Promoters/Developers shall be entitled to grant such exclusive right of user of such terraces/open garden spaces and parking spaces at or for such consideration or without consideration over and above the sale/purchase price of the Flat/Unit as the Promoters/Developers may deem fit and proper. All such terraces/open spaces/parking spaces the exclusive right of user whereof shall be granted by the Promoters/Developers to one or more of the Purchaser/s of Flats/Units shall cease to be common areas of the entire project and shall be deemed to be "Restricted Common Areas" within the meaning of the Maharashtra Ownership Flats Act, 1963 and/or The Real Estate (Regulation and Development) Act, 2016 with Maharashtra rules 2017 made thereunder. Before execution hereof, the Purchaser/s has/have been provided with details of the exclusive right of user of certain terraces/garden/open spaces/parking spaces already granted/agreed to be granted by the Promoters/Developers in the said project prior to the date of execution hereof.

5. ORGANISATION:

- (a) Notwithstanding anything contained anywhere in this agreement or otherwise, the scheme being implemented on the said Land shall always be known and called as "**ANITAKUNJ CO-OPERATIVE HOUSING SOCIETY LTD.**" and the same shall not be changed ever by the Society of Purchaser/s under whatsoever reasons and grounds.
- (b) Owner Society is the owner of the said land and building thereupon and all the Purchasers are existing members of the said Owner Society and prospective purchasers of additional Flat/Unit in the said building to whom the Promoters/Developers agreed to sale the Flat/Unit shall become the members of the said Owner Society and Owner Society has also agreed and confirmed the same.
- (c) The Purchaser/s hereby irrevocably accords his/her/their consent for the same and the decision taken by the Promoters/Developers in that regard shall be conclusive and binding upon the Purchaser/s.
- (d) All the common amenities, portion of lands, parking facility etc. shall be finalized by the Promoters/Developers with consultation of the Owner Society and as per the prevailing laws, situations, circumstances Promoters/Developers shall entitle to make revisions, amendments in the above said amenities, specifications with the written approval of the Owner Society time to time if necessary. As well as it is also specifically mentioned herein that considering entire undivided or inseparable land underneath the building along with structures, basements and Podium constructed in a Layout is agreed upon, the Promoter shall execute the conveyance of the entire undivided and inseparable land underneath of the building or otherwise within three months from the date on which final completion certificate is given by Pune Municipal Corporation to the Developers/Promoters.

6. CONVEYANCE:

- (a) The Promoters/Developers shall to execute conveyance of the said Land and/or any other land which may be acquired by the Promoters/Developers together with the building/s constructed thereon in favour of Co-operative Housing Society of the Purchaser/s and Purchasers after completion of the entire project in all aspects, subject to force majeure, circumstances beyond the control of the Promoters/Developers and specifically after consuming and usufruct all the benefits and utilizing present and future FAR/FSI/TDR if any till the completion of entire project in all aspects. As well as it is also specifically mentioned herein that considering entire undivided

or inseparable land underneath of the building along with structures, basements and Podium constructed in a Layout is agreed upon, the Promoter shall execute the conveyance of the entire undivided and inseparable land underneath of the building or otherwise within three months from the date after completion of the entire project in all aspects.

- (b) Under no circumstances, the Purchaser/s shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Purchaser/s either to the Promoters/Developers or to any other agencies or authorities, to be actually paid by such Purchaser/s.
- (c) All the expenses relating to such conveyance such as stamp duty, registration fees and other incidentals shall be borne and paid exclusively by the Purchaser/s proportionately along with all other members, unit purchasers if any.

7. PURCHASER/S AND/OR PURCHASER'S DECLARATIONS:

- (a) The Promoters/Developers herein has made full and true disclosures to the Purchaser/s as to the title of the Promoters/Developers in respect of the said Land, construction of the building/s on the said Land, consumption of present and/or additional FAR/FSI by way of TDR or otherwise (if any), sanctioned plans for construction of the building/s on the said Land and such other matter relating thereto. Copy of this Draft agreement is already provided to Purchaser/s and Purchaser/s has/have verified and scrutinized the title of the Promoters/Developers through his/her/their Advocate and after satisfying about the same in all aspects along with the contents of this agreement; then only they have entered into this agreement.
- (b) The Purchaser/s of Flat/Unit agreed to be sold hereunder and all the other purchasers of Units in the said entire project to be constructed on the said land shall not have any right, title, claim or interest in respect of the open spaces, parking spaces and common areas of the said entire project and the said land until the Promoters/Developers declare that the project is completed and till then the rights of the Purchaser/s are confined only to the Flat/Unit hereby agreed to be sold.
- (c) Irrespective of the possession of the Unit being given to the Owner/s and/or management of the said Owner Society of Unit purchasers, the rights under this Clause and/or under this Agreement reserved for the Promoters/Developers for exploiting the potentiality of the said land shall subsist and shall continue to vest in the Promoters/Developers till the Documents of Transfer are executed as aforesaid and the Promoters/Developers shall be entitled to execute the Document/s

of Transfer reserving such rights in the said land in favour of the Promoters/Developers as may be outstanding at the time of execution of the document/s of transfer.

- (d) The Promoters/Developers shall be entitled to make any changes in the elevation of the buildings to be constructed by it on the said land as also in the plans and specifications in respect thereof without being required to take the consent of the Purchaser/s provided however that such allotted and/or sold hereby. The Purchaser/s and/or the Co-operative Housing Society of the Owner/s, Purchasers of the Units in the said project shall not raise any objection on any ground to the Promoters/Developers' rights reserved herein. The Purchaser/s and/or the Co-operative Housing Society of the Owner/s, Purchasers of the Flats/Units in the said project to be known as **"ANITAKUNJ CO-OPERATIVE HOUSING SOCIETY LTD."** shall not raise any objection on any ground as the Promoters/Developers' rights reserved herein.
- (e) As required by the Purchaser/s the Promoters/Developers herein has furnished all information and documents to the Purchaser/s herein and he/she/they is/are acquainted himself/herself/themselves with all the facts as to the marketable title of the Promoters/Developers to the said Land, and the rights of the Promoters/Developers to develop the said Land, and after satisfaction and acceptance of title has entered into this agreement.
- (f) The Promoters/Developers herein has specifically informed to the Purchaser/s and the Purchaser/s herein is/are also well aware that the Promoters/Developers herein is developing the scheme on the said Land, with an intention to have the homogeneity in the scheme as to landscaping, height, façade, elevation of the buildings, outer colour scheme, terrace, windows, grills *et cetera*. The Purchaser/s or any owner or occupier of the tenement/s in the building/s or scheme shall not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Purchaser/s also shall not obstruct by willful act and/or omission any outlet of rain or drain or water or sewage in any manner.
- (g) The Purchaser/s herein declares that in the project, the Promoters/Developers herein are providing advance technology/amenities/material/plant and equipment in common facilities and which has to be operated/ used by the persons in the project with due diligence and observe all types of safety. The Promoters/Developers shall not be responsible for the misuse, mishandling

of all and/or any of them and any acts, things happened due to the same to any person/s including the Purchaser/s.

- (h) The Promoters/Developers has right to and shall install at appropriate place at its discretion, a signage of the project name "**ANITAKUNJ CO-OPERATIVE HOUSING SOCIETY LTD.**" and at suitable place in the entrance of the building the names of the Flat/Unit Holders.

8. LOAN:

- (a) The Promoters/Developers shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said Land, for which the Promoters/Developers shall be entitled to create security either by way of mortgage or otherwise, on the said Land in favour of such bank/s and/or financial institute and/or person for the loan subject to consent of the Allottees and RERA as per the provisions of The Real Estate (Regulation and Development) Act, 2016 with rules made there under. Provided that the Promoters/Developers shall not entitle to mortgage in any aspects the Flats/Units allotted to the Flats/Units Owner/s who are the members of the Owner Society as consideration for redevelopment of the said building as per Development Agreement.
- (b) The Purchaser/s hereby accorded his/her/their irrevocable consent for the Promoters/Developers to avail such loan from any bank/s and/or financial institute and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.
- (c) In the event of the Promoters/Developers availing such loan, the Promoters/Developers to send written intimation about availing of any such additional loan to the Purchaser/s.
- (d) However, the Promoters/Developers shall keep the Purchaser/s duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses.
- (e) In the event of the Promoters/Developers availing such loan, the Promoters/Developers shall be entitled to call upon the Purchaser/s to make payment of the balance amount payable by the Purchaser/s if any to the Promoters/Developers under this agreement, directly to such bank/s and/or financial institute and/or person, as the case may be, towards repayment thereof. The amount so paid by the Purchaser/s to such lender, shall be, and shall be treated to be the payment made by the Purchaser/s to the Promoters/Developers as mentioned hereinbefore if any payable to the Developers/Promoters. As well as the Promoters and the Flat/Unit Purchasers shall to

make necessary compliances for the same subject to the provisions of The Real Estate (Regulation and Development) Act, 2016 with rules made there under.

9. OTHER CONDITIONS:

- (a) The Purchaser/s shall use the said Unit, only for its purposes for which the same is sanctioned by the Pune Municipal Corporation and/or permitted by concerned provisions of law, and for no other purposes.
- (b) The Purchaser/s shall maintain the said Unit at his/her/their own cost in good repairs and condition from the date of handover of possession of the said Unit to him/her/them.
- (c) The said Flat/Unit shall be impartibly and shall always remain as one. The Purchaser/s shall not subdivide and/or dispose of the same in parts.
- (d) The Purchaser/s shall not store in the said Unit any goods which are of hazardous, combustible or dangerous in nature or which are against the rules, regulations, byelaws of the said organization, statutory or other government and local authorities. Any damage so caused by act or omission on the part of the Purchaser/s to the said Unit or other Flats including building/s in the entire project shall entirely be at the risk as to cost, consequences, damages of such Purchaser/s.
- (e) The Purchaser/s shall carry at his/her/their own cost, all internal repairs to the said Unit and shall keep the said Unit in good and habitable condition and shall not demolish or cause to be demolished by act or omission, the said Unit or any part thereof nor at any time make or cause to be made any additions or alterations of whatsoever nature in or to the said Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building and shall keep the appurtenances thereto in good repairs and conditions.
- (f) The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Land/building or any part thereof, whereby any increased premium shall become payable or levied, in respect of the insurance.
- (g) The Purchaser/s shall not dispose, throw, leave or stake any dirt, rubbish, rags, garbage or other refuse or permit any such dirt, rubbish, rags, garbage or other refuse to be disposed of, thrown, left or staked in any part of the said Land and/or the building other than designated disposal space or facilities in the building/s.

- (h) The Purchaser/s shall also observe all other terms/ conditions/ directions/ rules/ notifications issued, enforced, circulated under any statutes, rules, orders, bye-laws by any authority or by the said organization for "use" of the Units in the said scheme or in any other part of the said Land.
- (i) Notwithstanding anything contained anywhere in this agreement, the Purchaser/s shall not demolish or cause to be demolished the flat or any part or wall or structure thereof nor at any time make or cause to be made any addition or alteration like shifting doors/windows/grills walls etc or in the flat or any part thereof, make any holes/cuts/breakages/chiseling or any other damage of whatsoever nature to structural walls, columns, beams, slabs etc. that will in any way affect the structural stability and integrity of the building, make any change in the external colour scheme of the building in which the flat is located, extend the said flat or make any external attachments to the walls of the flat like enclosing grills, clothes drying lines, stands for potted plants, outdoor units of air conditioners, antenna dish of television, etc. or any other additions of whatsoever nature to the flat,
- (j) cover, fully or partially, any terrace or other projection with any structure,
- (k) use common passages staircases and lobbies and other such spaces for storage or reposition of any goods or garbage of any kind or to keep potted plants of any sort, or whatsoever other items that may in any way hamper or otherwise reduce the usability of these spaces in any manner,
- (l) obstruct in any manner by any act or omission, sewer, drains, pipes, passages and common area prohibiting or blocking common use and access thereto,
- (m) raise any wall, window, grill or shutter or enclosure of any nature whatsoever, in or relating to the parking space allotted,
- (n) use or permit any use of the parking space other than parking of the vehicles,
- (o) use the elevators which has potentials to damage the same or its operation and to misuse the elevators.
- (p) The Purchaser/s shall not without the prior consent of the Promoters/Developers carry out any alterations of whatsoever nature in the said Unit or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. If any of such works are carried out without the written consent of the Promoters/Developers, the defect liability of the Promoters/Developers shall automatically become void and Purchaser/s shall be liable to pay all costs and damages towards restoration, repairs etc. arising from such unauthorized works. Also it is mutually agreed by and between the Promoters/Developers and the Purchaser/s that the

statutory defect liability period will start from the date of Promoters/Developers, obtaining Completion Certificate of the said Unit from the Concerned Authority.

10. MAINTENANCE, TAXES, CESS and OTHER CHARGES:

- (a) On or before delivery of possession of the said Unit by the Promoters/Developers to the Purchaser/s or from the 8th day from receipt of the letter from the Promoters/Developers to the Purchaser/s to take possession of the concerned Unit, the Purchaser/s shall pay to the Promoters/Developers, an amount towards common maintenance, in advance for the period of next 12 (Twelve) months from such date, as follows:

Every Purchaser/s shall to give amount to the Developers/Promoters in advance for such maintenance for next one year from the date of actual possession given of the Flat/Unit to them.

- (b) The said amount shall be used and utilized by the Promoters/Developers only for common maintenance of the building/s and amenities being constructed on the said Land, for the period of 12 (twelve) months from the date of delivery of possession of the said Unit by the Promoters/Developers to the Purchaser/s. As well as if necessary and requires additional amount for better maintenance of the buildings the Promoter shall entitle to claim additional amount from the Flat/Unit Purchasers subject to account to be given to the Association in due course as per the provisions of the RERA.
- (c) It is agreed between the parties that said maintenance shall not include the items mentioned below, and if required to be effected by the Promoters/Developers, the Purchaser/s shall be liable to make separate contribution towards the following maintenance, as and when called upon by the Promoters/Developers.
- (d) Insurance for building/ flats/ equipment's/machinery, towards theft, fire etc. and such any other related expenses,
- (e) Sinking funds etc.,
- (f) Property taxes of individual building/ flats/ common amenities etc.,
- (g) Any other direct and/or indirect central and state government taxes, levies, cess etc. of the property including flat/unit,
- (h) Any other statutory charges, levies, taxes and duty if any.
- (i) Normal wear and tear charges,

After the period mentioned herein, the Promoters/Developers shall be entitled to entrust maintenance of common areas and facilities to an *ad hoc* committee of Purchaser/s appointed by

the Promoters/Developers, subject to the liberty of the Promoters/Developers to entrust the maintenance even prior to the said period, in which case, the Promoters/Developers shall also entrust the balance remaining of the amount received from Flat/Unit Owner/s till then.

- (j) The Purchaser/s admits and agrees to the same, so that the maintenance of the entire complex is not hampered in any way due to lack of or non-payment by the Purchaser/s.
- (k) It is also clearly understood that this shall not preclude the Owner Society from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Purchaser/s, provided the decision to that effect will be duly taken by the Owner Society.
- (l) Such Owner Society shall be entitled to claim reasonable interest, on the arrears of such charges from the defaulting Purchaser/s, without prejudice to the other rights and powers of the Owner Society.
- (m) Without prejudice to and notwithstanding anything contained above, in the event of the Promoters/Developers and/or Purchaser/s, Owner Society after entrustment of common maintenance by the Promoters/Developers to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Purchaser/s shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoters/Developers and/or such Owner Society, as the case may be.
- (n) The Purchaser/s shall maintain at his/her/their own cost the said Unit, fixtures, fittings, facades, elevations, so also exclusive rights relating to landscaped open space and other exclusive area/s and/or facility/ties, sold and granted specifically, if any.
- (o) The Purchaser/s shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/cess/charges/duties on the said Unit and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/rules/regulations/notifications/orders/contracts, from the date of the completion certificate or grant of possession of the said Flat/Unit whichever, is earlier.
- (p) If any tax/duty/charges/premium/cess/surcharge/betterment tax/transfer tax/turnover tax/works contract tax/Goods and Service tax, penalties *et cetera*, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said Land or the said Unit or the

said agreement or the transaction herein, shall exclusively be borne and paid (and the same is paid, reimburse) by the Purchaser/s. The Promoters/Developers shall be entitled to recover the same from the Purchaser/s together with interest thereon as applicable as per the provisions of concerned statute along with costs and expenses incurred by the Promoters/Developers for the same, in the event of failure on the part of the Purchaser/s to reimburse and pay the same to the Promoters/Developers. There shall always be a charge of such amount on the said Flat/Unit.

- (q) The Purchaser/s hereby to indemnify and keep indemnified the Promoters/Developers and the Flat/Unit Owner/s, Owner Society from all such levies, cost and consequences arising there from.
- (r) In the event of the Promoters/Developers being constrained to pay any tax or any such levy referred to above including GST or to be applied to the subject matter of this agreement in due course, the Purchaser/s shall reimburse the same to the Promoters/Developers immediately. The Promoters/Developers shall be entitled to claim interest @ 18% or amount as per that statute whichever is higher on such amount from the Purchaser/s, if the Purchaser/s fails to reimburse the same to the Promoters/Developer immediately then there shall be a charge of such amount on the said Unit till its actual receipt of that amount by the Promoters/Developers.
- (s) All levies, stamp duty, registration fees in respect of this agreement, conveyance, any other document required to be executed in respect of and relating to the said Flat/Unit and/or the transaction under this agreement shall entirely be borne and paid by the Purchaser/s.
- (t) It further agreed upon and explained by the Developers/Promoters to the Purchaser/s that, GST has been applicable on present transaction, the Developers/Promoters has already past on the Tax rebate of GST to the Flat/Unit Purchasers considering the setoff of GST to the Developers/Promoters. The consideration amount valuation and the setoff mechanism have been explained to the Purchaser/s by the Developers/Promoters and Purchaser/s have verified the same. Therefore the Purchaser/s in no case shall demand and further reduction/rebate in respect of this agreement of the Flat/Unit and is under obligation to pay such applicable Govt. charges including the GST for the present Flat/Unit and have no objection for the same.

11. RESERVATIONS:

- (a) It is also understood and agreed by and between the parties hereto that the Promoters/Developers shall be at liberty to grant and allot right to exclusive use any open space for garden or parking space; under stilt or open in the marginal open space, to any Purchaser in the project, and the

such unit purchaser shall be entitled for exclusive use thereof. The Purchaser/s hereby irrevocably granted and shall be deemed always to have granted his/her/their consent for the same.

- (b) All payments agreed to herein and otherwise required to be made by the Purchaser/s otherwise if any, shall always be the essence of the contract. Notwithstanding anything contained in this agreement, any act, things or deeds neglected, avoided or omitted by the Promoters/Developers shall not be presumed as condoning on due date by the Purchaser/s. Any correction, change in the terms and conditions of this agreement shall be in writing.
- (c) The Promoters/Developers shall not be liable to pay any amount as and towards common maintenance or in the nature thereof, for or relating to the unsold Flats/Units, nor Owner Society of the Flat/Unit purchasers shall be entitled to any such amount as and towards common maintenance or in the nature thereof, either from the Promoters/Developer still the concerned Flat/Unit will be sold by the Promoters/Developers, and/or from the concerned Flat/Unit Owner/s prior to the date of purchase of the concerned flat by him/her/them.
- (d) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat/Unit or of the said Land and the building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Flat/Unit hereby agreed to be allotted and/or sold to the Purchaser/s, and open spaces, parking, lobbies *et cetera*, will remain the property of the Promoters/Developers until the said Land and the building save and except any part reserved by the Promoters/Developers, is transferred, conveyed to the respective organization/s of Flat/Unit Holders.
- (e) Any delay tolerated or indulgence shown by the Promoters/Developers in enforcing the terms of this agreement or any forbearance or giving of the time to the Purchaser/s by the Promoters/Developers for anything, shall not be construed as waiver or acquiescence on the part of the Promoters/Developers of any breach or non-compliance of any of the terms and conditions of this agreement by this Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters/Developers.
- (f) The Purchaser/s shall not, without the written permission of the Promoters/Developers, let, sublet, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Unit or any part thereof, nor shall assign this agreement to any person unless

the entire amount if any of the agreement of this Flat/Unit and any other money payable by the Purchaser/s under this agreement till then is received by the Promoters/Developers.

- (g) The Purchaser/s shall permit the Promoters/Developers and its Surveyors or agents with or without workmen and other, at all reasonable times to enter into the said Flat/Unit or any part thereof and to make good any defects found in respect of the said Flat/Unit or the entire building or any part thereof.
- (h) The Purchaser/s shall present this agreement at any of the Office of the concerned Sub-Registrar, Haveli No. 1 to 27, Pune for registration within the time prescribed by the Registration Act and upon intimation thereof by the Purchaser/s, the Promoters/Developers shall attend such office and admit execution thereof.
- (i) All notices to be served on the Purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser/s by R.P.A.D./Courier/Email address at his/her/their address written hereinbefore first.

12. MISCELLANEOUS:

Except otherwise provided herein, or the context otherwise requires, this agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act, 1963 and The Real Estate (Regulation and Development) Act, 2016 with rules made thereunder. If it is required to make alterations, amendments, additions and corrections to this agreement as per the provisions of The Real Estate (Regulation and Development) Act, 2016 with rules made thereunder; then both parties shall to enter into addendum and supplementary agreement for the compliance of the same time to time. As well as this is ongoing project of the Promoter and as mentioned in The Real Estate (Regulation and Development) Act, 2016 with rules made thereunder above said project is duly registered with the Authority vide Registration No. P52100008245.

- 13. This Agreement constitutes and is the repository of the entire agreement between the parties hereto relating to the subject matter hereof and supersedes and cancels all previous agreements, negotiations and representations in respect thereto.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SCHEDULE OF THE PROPERTY

SCHEDULE

All that piece and parcel of the land bearing Survey No. 30/A, Hissa No. 3, Plot No. 1, admeasuring 999.2 Sq. Mtrs. (i.e. 10.755 Sq. Ft.) (as per 7/12 Extract) Corresponding City Survey No. 1761 to 1764, subject matter of the present Redevelopment Agreement is land admeasuring 999.2 Sq. Mtrs. situated at Kothrud, Pune and within the Registration, Sub District Taluka Pune City, District Pune, within the limits of Pune Municipal Corporation and 30 years old construction thereupon consisting R.C.C. residential building having ground parking + 3 upper floors and Ground floor+2 upper floors and the Building consist of 18 flats out of which 3 flats are admeasuring 42.17 Sq. mts each, 3 flats are admeasuring 62.23 Sq.mts, 3 flats are admeasuring 62.29 Sq.mts& 3 flats are admeasuring 63.4 Sq. mts carpet, One Garage admeasuring 18.58 Sq. Mts and totally admeasuring 958.36 Sq. Mts. Carpet/1214.13 Sq. Mts. Built up and bounded as under;

On or towards East: Part of S.No. 30A, Kothrud, Pune with sub plot no 2 along with 15ft wide road which joins to main road on west side

On or towards South: Part of s.No. 30

On or towards West: S.No. 30A/1

On or towards North: Nala

SCHEDULE II

All that piece and parcel of Flat/Unit No. on the Floor admeasuring Sq. Fts./.....Sq. Mtrs. Carpet along with Terrace admeasuring Sq. Fts./.....Sq. Mtrs. in the building/project known as “Anitakunj Co-operative Housing Society” constructed and situated on the land bearing Survey No. 30/A, Hissa No. 3, corresponding City Survey No. 1761 to 1764, Plot No. 1, admeasuring 999.2 Sq. Mtrs. (i.e. 10.755 Sq. Ft.) (as per 7/12 Extract), situated at Kothrud, Pune and within the Registration, Sub District Taluka Pune City, District Pune, within the limits of Pune Municipal Corporation.

(New Flat/Unit allotted to the Purchaser/s in pursuance to the Development Agreement mentioned hereinbefore particularly in lieu of Old Flat/Unit in the Owner Society as mentioned particularly in the Development Agreement and in this Agreement).

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THESE PRESENT THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

DEVELOPERS/PROMOTERS AS WELL AS POWER OF ATTORNEY OF OWNER SOCIETY:-

ANITA KUNJ CO-OPERATIVE HOUSING SOCIETY LIMITED, THROUGH ITS POWER OF ATTORNEY HOLDERS		
M/S. AVDHOOT CONSTRUCTIONS, Through its Partners,		
1) MR. SACHIN VASANT DESHPANDE		
Sign	Thumb Impression	Photo
2) MRS. VRUSHALI SACHIN DESHPANDE		
Sign	Thumb Impression	Photo
3) MR. SHAILESH SHREEKANT TILAK		
Sign	Thumb Impression	Photo

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PARTY OF THE FIRST PART

PARTY OF THE THIRD PART

PURCHASERS/MEMBERS OF THE SOCIETY:-

1) MR.		
Sign	Thumb Impression	Photo
2) MRS.		
Sign	Thumb Impression	Photo

PARTY OF THE SECOND PART

WITNESSES:

1. Sign :

2. Sig