

ARTICLES OF AGREEMENT

THIS ARTICLES OF AGREEMENT MADE AT PUNE ON THIS _____DAY OF YEAR TWO THOSUSAND SEVENTEEN i.e. ON __/ /2017.

BETWEEN

M/S. D.D. ASSOCIATES
(FORMERLY KNOWN AS D.N. ASSOCIATES)
A PARTNERSHIP FIRM REGISTERED UNDER
THE PARTNERSHIP ACT 1932
HAVING ITS OFFICE AT: S. NO. 20/4 & 5,
BAVDHAN BUDRUK, PUNE-411 021.

THROUGH ITS PARTNERS

- 1. MR. SHRIRANG DNYANOBA DHODADE
AGE: 49 YEARS, OCC: BUSINESS
R/AT: BOPKHEL, PUNE.
- 2. MR. NILESH NATHURAM DAGADE
AGE: 32 YEARS, OCC: SERVICE
R/AT: BAVDHAN-BK, PUNE.
- 3. MR. GANAPAT BABAN DAGADE
AGE: 43 YEARS, OCC: BUSINESS
R/AT: BAVDHAN-BK, PUNE.

Hereinafter called as the "DEVELOPER/PROMOTER", (Which expression shall unless repugnant to the context shall mean and include his/her/their successors, survivors, heirs, executors, administrators, assigns and legal representatives)-

.... OF THE FIRST PART.

AND

<Customer Name>

Hereinafter referred to as "PURCHASER" (Which expression shall unless repugnant to the context shall mean and include his successors, survivors, heirs, executors, administrators and assigns)

..... OF THE SECOND PART.

AND

- 1) MR. NATHU SAKHARAM DAGADE.
- 2) MR. GANAPAT BABAN DAGADE.

- 3) **MR. NANA BABAN DAGADE.**
- 4) **MRS. GEETA DIPAK HULAWALE.**
- 5) **MRS. KAVITA GOPICHAND GALANDE.**
- 6) **SMT. SUNDARABAI BABAN DAGADE.**

All R/AT: BAVDHAN BUDRUK TAL: MULSHI, DIST: PUNE

**THROUGH ITS POA (Power of Attorney) HOLDER
M/S. D.D. ASSOCIATES
A PARTNERSHIP FIRM REGISTERED UNDER
THE PARTNERSHIP ACT 1932
HAVING ITS OFFICE AT: S. NO. 20,
BAVDHAN BUDRUK, PUNE-411 021.**

THROUGH ITS PARTNERS

1. **MR. SHRIRANG DNYANOBA DHODADE
AGE: 49 YEARS, OCC: BUSINESS
R/AT: BOPKHEL, PUNE.**
2. **MR. NILESH NATHURAM DAGADE
AGE: 32 YEARS, OCC: SERVICE
R/AT: BAVDHAN-BK, PUNE.**
3. **MR. GANAPAT BABAN DAGADE
AGE: 43 YEARS, OCC: BUSINESS
R/AT: BAVDHAN-BK, PUNE.**

Hereinafter called the "**OWNER**" (Which expression shall unless repugnant to the context shall mean and include his/her/their successors, survivors, heirs, executors, administrators and assigns).

.....OF THE THIRD PART

(The pronoun "he", "him" or "his" used in this agreement to refer the Purchaser/Developer/Owner above named may mean any person either a male or female, singular or plural as the case may be)

WHEREAS All that piece and parcel of the land admeasuring about 4000 Sq. Meters i.e. 43,100 Sq. Feet out of land bearing S. No. 20 Hissa No. 4 admeasuring about 00 H 43 R assessment of Rs. 01. 25 *paise* and land bearing S. No. 20 Hissa No. 5 admeasuring about 00 H 12 R assessment of Rs. 00. 31 *Paise* i.e. totally 55R situated at village Bavdhan Bk, Tal. Mulashi, Dist. Pune and within the limits of Jilha Parishad Pune and also within the jurisdiction of Sub-Registrar Haveli. (Hereinafter referred to as "SAID PROPERTY"). The Said Property is more particularly described in the Schedule given hereunder. The said property is owned and possessed by Vendor herein above. (Hereinafter referred to as "**SAID OWNER**").

AND WHEREAS the said Original owner promoted a housing scheme known as "PRAVIN RESIDENCY"

AND WHEREAS the offer of the Developer/Purchaser being reasonable above said owner / vendor herein decided to grant the development rights on "SAID PROPERTY" and also executed co-related Power of Attorney in favor of the Developer / Promoter herein i.e. M/s **D.D. Associates** and the same is registered in the office of Sub-Registrar Haveli XV at serial No. 6469 and 6470 respectively and thereby Promoter / Developer herein became entitled to effect construction on the Said Property and also authorized to sell the units as may be constructed therein to prospective buyers and to evolve a scheme commonly known as "Ownership Scheme" on the Said Property. (Hereinafter referred to as "**SAID DEVELOPER/PROMOTER**")

AND WHEREAS in view of the above said Development Agreements and Power of Attorneys the said Developer herein i.e. M/s D.D. ASSOCIATES, through its Authorized Partners 1. Mr. Shrirang Dhodade 2. Mr. Nilesh Dagade 3. Mr. Ganapat Dagade became well and sufficiently entitled to develop the Said Property and sell the tenements to the various purchasers and receive the sale proceeds.

AND WHEREAS the Promoter have entered into an agreement with an Architect i.e. Mr. Laxman Thite, who is registered with the council of Architects and also appointed a structural Engineer for the preparation of the structural design and drawings of buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building. (Hereinafter referred to as "**SAID ARCHITECT**")

AND WHEREAS the said Original Owners / Consenting Party prepared plans and specifications of the building to be constructed on the said property got it approved and sanctioned from the Town Planning authority vide N.A./commencement certificate no. PMA/NA/SR/204/11 dated 18/03/2012 at PUNE (Hereinafter referred to as "**SAID COMMENCEMENT CERTIFICATE**").

AND WHEREAS The State Government of Maharashtra has formed a development authority for Pune and the name of the authority is PMRDA (Pune Metropolitan Region Development Authority). The government has issued the notification for the formation of PMRDA. The authority functioning will comprises development plans of Pune metropolitan region, control on the development activities, town planning & housing schemes in Pune metropolitan region. Accordingly the Promoter has applied for the sanction from the PMRDA and the PMRDA has given their commencement certificate under sanctioned Development control rule No. 6.6.1 on 11/09/2015 bearing No. PMU/Bavdhan (B)/Tal: Mulashi/S. No. 20/4 & 20/5, Pra.Krs. 1433/2015 dated 11/09/2015. (herein after referred to

as "SAID COMMENCEMENT CERTIFICATE OF PMRDA DATED 11/09/2015") The ASSISTANT Director Town Planning has also given their approval for the Building Plan on 04/03/2015. (Herein after referred to as "SAID SACTION PLAN")

AND WHEREAS while sanctioning the said plans the concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said property and the building/s and upon due observance and performance of which only the completion and occupation certificates in respect of the building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced . construction of the building/s on the said property in accordance with the approved plan.

AND WHEREAS the Promoter offered the flats /units in the said building for sale and the Purchaser herein, was desirous to purchase the said flat / unit from the Promoter. After the due negotiation the consideration was decided and accordingly the said Promoter agreed to sell the flat to the Purchaser herein.

AND WHEREAS relying upon the said application, the Promoter agreed to sell to the Purchaser the said residential Unit at the price and on the terms and conditions hereinafter appearing.

AND WHEREAS the Purchaser demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents of title relating to the said property, Development agreements and the plans, designs and specifications prepared by the Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulations of Construction, Sale, Management and Transfer) Act, 1963 (Hereinafter referred to as "SAID ACT") and the rules made there under and Promoter has also provided the copies of the same to the purchaser. The purchaser has verified the same and have no objection regarding the same and hence the present agreement is being executed.

AND WHEREAS the copy of the Certificate of Title issued by, the Advocate of the Promoter and the copy of the extract of the record of rights, as Village Form No.7, 7A and 12 showing the nature of the title of the said Original Owners / Consenting Party to the Said Property on which the said building/s is being constructed and the copy of the floor plan showing the said Unit are attached herewith.

AND WHEREAS under section 4 of the said act, the Promoter is required to execute a written agreement for sale of said residential Unit to the

purchaser being in fact these presents and also to register said agreement under the Registration Act and hence the parties to this deed execute this agreement.

AND WHEREAS the said Original Owners / Consenting Party has executed a power of attorney and thereby appointed party of the partners of the said firm of Developer/promoter as their attorney, to consent to all the agreements and accordingly the Owner have joined the agreement through their power of attorney and the power of attorney is subsisting and is in full force.

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

1. PROMOTER TO CONSTRUCT AS PER PLAN:

- a. The Developer/Promoter shall construct the said building on the said property in accordance with the plans, designs, specifications approved by the Town Planning/Pune Municipal Corporation, and which have been seen and approved by the Purchaser, with only such variations and modifications as the Developer/Promoter may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.
- b. The Purchaser agrees and understands that the Developer/Promoter is entitled to modify the building/s plan and /or lay out as shall be deemed to be necessary and is also entitled to effect further construction and the Purchaser has no objection to the same and hereby consents to the same.

2. PROMOTER AGREES TO SELL:

The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser residential Unit/flat bearing No. <Flat No> Admeasuring (Unit Carpet area –<Area>Sq. Meter) + (Terrace area – <Area> Sq. Meter) . (to be referred as “**SAID UNIT**” hereinafter)

3. TOTAL AGREED CONSIDERATION:

The Purchaser has agreed to purchase and the Promoter has agreed to sell the said Unit for the total Price of **Rs. <Amount in Words>**

A. The above amount mentioned amount in clause 3 includes charges for following expenses also.

a. The MSEB meter deposit, Transformer charges, if any, common meter installation charges and miscellaneous expenses etc.

b. Society/apartment membership Charges

The Promoter at its sole discretion shall be entitled to give the above works on sub-contract to any other person/s on such terms as may be agreed by the Promoter in its discretion.

B. Covered Parking will be allotted to flat purchaser.

4. **AMOUNT PAID**

On execution of this agreement a total amount of **<Amount in Words>**

needs to be paid by Purchaser to Developer/Promoter or tender no receipt is necessary of Cash.

Details of payment to be paid by Purchaser are given below:

- Total Amount Paid By Purchaser to Developer/Promoter before/at the time of execution of this agreement through cheque numbers/by cash mentioned below:

Slab of payments required **to be paid by Purchaser to the Developer / Promoter is as follows:**

20% on Booking

15% on plinth level of 'C' Wing

10% on 1st Slab of 'C' Wing

10% on 2nd Slab of 'C' Wing

10% on 3rd Slab of 'C' Wing

10% on 4th Slab of 'C' Wing

10% on 5th Slab of 'C' Wing

05% on brick work of 'C' Wing

05% on Exterior Work of 'C' Wing

05% on Possession

5. **COMPLETION CERTIFICATE:-**

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 at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the Purchaser, obtain from the concerned local authority occupation and/or completion certificates

in respect of the said Unit and hand over possession of flat within a period of **18 months** for signing of agreement.

6. FLOOR SPACE INDEX:

The Promoter is entitled to consume the entire F.S.I. as per the sanctioned plan or otherwise. The balance F.S.I. or any additional F.S.I. or TDR as may be granted for the Said property shall be consumed only by the Promoter at any time even after the property is conveyed to the Society/Apartment Association/Limited Company as may be formed. The Promoter is entitled to make use of the said F.S.I. as and when they desire. The Purchaser undertakes not to object for any further construction as shall be carried out by the Promoter for consuming the said balance F.S.I. or any additional F.S.I. or TDR as shall be granted. And the proposed organization and or the flat Purchaser herein for self and being the member of the proposed organization shall not object the promoter herein any manner and Purchaser herein for self and being member of the prospective organization has granted the irrevocable consent to do all his activities to achieve his above said object and there is no necessity to obtain the separate permission from the flat purchasers and or the prospective purchasers.

7. PROMOTER TO MAKE DISCLOSURE:

The Promoter hereby agrees that he shall, before handing over possession of the said Unit to the Purchaser and in any event before execution of a conveyance of the said Property in favor of a Apartment Association/society/Limited Company to be formed by the Purchasers of Units in the building to be constructed on the Said Property, make full and true disclosure of the nature of his title to the said property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the Said Property, and shall, as far as practicable, ensure that Said Property is free from all encumbrances and that the Original Owner/the Promoter have absolute, clear and marketable title to the Said Property so as to enable him to convey to the Said Society / Apartment Association / Limited company such absolute, clear and marketable title on the execution of a conveyance of the Said Property by the Promoter and Owners in favor of the said Society/Association/Company.

8. AMENITIES ETC:

The fixtures, fittings and amenities to be provided by the Promoter in the said Unit and the said building are those that are set out in

Annexure 'I' annexed here to. The Unit Purchaser also agrees not to make any demand to change the existing plans. The Unit Purchaser shall not demand any changes in the plan of the Unit annexed herewith. The Promoter shall not refund any amount for deleting any items of specifications and amenities on request of the Unit Purchaser.

9. POSSESSION OF THE SAID UNIT:

The Promoter shall give possession of the Unit to the Purchaser on completion of the building.

10. PROMOTER TO RECTIFY DEFECTS:

If within a period of One year from the date of handing over the Unit to the Purchaser, the Purchaser brings to the notice of the Promoter any defect in the Unit or the building in which the Unit is situated or the material used therein in the construction of the said building, then, where ever possible, such defects shall be rectified by the Promoter at his own costs. The word defect hereinabove stated shall mean only the manufacturing defects caused on account of willful neglect of the Promoter himself and shall not mean defects caused by normal wear and tear, negligent use of the premises by the Unit Purchasers, abnormal fluctuations in the temperatures, abnormal heavy rains, natural calamities etc.

Provided however, that it is agreed that the prescribed liability period under the Act shall be deemed to have commenced from the date of obtaining the Completion Certificate or from the date on which the Promoter has given the necessary intimation of possession, whichever is earlier.

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

11. RESTRICTION TO THE USE OF THE SAID UNIT:

The Purchaser shall use the said Unit or any part thereof or permit the same to be used for purpose of residence. He shall use the parking space, if allotted, only for purpose of keeping or parking his own vehicle.

12. ORGANISATION:

The Promoter will form a Co-operative Housing Society/Apartment Association under the provisions of Maharashtra Co-operative Societies Act, 1960 or Apartment Act, will be known by name as "**PRAVIN RESIDENCY**".

13. PROMOTER/OWNERS TO EXECUTE CONVEYANCE:

The Promoter shall, as soon as possible within such reasonable time, cause to be transferred to the Purchaser or the Apartment Association or the Society or the Company, as the case may be, all the right, title and the interest of the Original owner and the Promoter and/or the owners in the part of the Said Property together with the Unit or building obtaining or executing the necessary conveyance of the said part of the property and the said Unit or building in favour of such Association or Unit purchaser or society or Limited Company, as the case may be, and such conveyance shall be keeping with the terms and provisions of this agreement and only after (i) completion of construction of all buildings in the entire scheme and utilization of entire FSI and TDR, permissible to be utilized on the said property and property to be amalgamated as per Development Control Rules (whether previously got sanctioned or not), (ii) sale of all units in scheme, (iii) acceptance of the draft of sale deed by the Parties concerned (i.e. by owner, promoter and society/Apartment) by their mutual consent and (iv) after payment of all the dues, amounts and considerations including stamp duty etc. by all the members of the Society/apartment/all the Unit/Unit Purchasers (whichever is later),

14. PURCHASER TO BEAR AND PAY TAXES, ETC.:

- (a) Commencing a week after notice in writing is given by the Promoter to the Purchaser that the Unit is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share i.e. in proportion to the floor area of the Units, of out goings in respect of the said property and building namely local taxes, betterment charges or such other levies by the concerned local authority and / or government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, Security, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building.
- (b) Until the society/apartment/limited company is formed and the said land and building transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoing as may be

determined. The Purchaser further agrees that till the Unit Purchaser's share is so determined the Unit Purchaser shall pay to the Promoter provisional monthly contribution per month towards the outgoings. The amounts so paid by the Unit Purchaser to the Promoter will be used for the upkeep and maintenance of the building and towards the common expenditure of the building. The balance if any remains with the promoter after payment of above expenditure shall not carry any interest and remain with the Promoter until a conveyance is executed in favor of the society or Apartment Association or a limited company as aforesaid.

- (c) The Unit Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.
- (d) If any tax is levied by the Govt. or Corporation and/or any other authority or authorities on the sale of the Unit, etc. and/or any of the incidents of this transaction including sales tax, tax on transfer of property in goods involved in works contracts, etc. then the Unit Purchaser shall be liable to pay the same to the Promoter as and when it is demanded by the Govt., Corporation etc. The Promoter shall not be liable to pay the same. The Unit Purchaser shall keep the Promoter indemnified from all such liabilities. The Unit Purchaser/s has/have hereby agreed to execute separate Indemnity Bond/s for this purpose, before taking possession of the said Unit.

15. RIGHT TO ENTER INTO AGREEMENT:

The Promoter declares that the Said Unit is free from all encumbrances and he has authority to enter into agreement of sale for the said Unit. The Promoter has not undertaken any responsibility nor has he agreed anything with the Unit Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter and the owner/s other than the terms and conditions expressly provided under this agreement.

16. PROMOTER/OWNERS TO OBTAIN PERMISSIONS:

The Promoter or the original owner shall obtain all the necessary permissions at the time of conveyance, if any, under provisions of law time being in force.

17. PURCHASER TO BEAR STAMP DUTY ETC.:

The Purchaser shall bear and pay the stamp duty, registration charges and all other expenses required for the execution of the Agreement, the conveyance, the declaration, or any document or

instrument of transfer in respect of the said property and the Unit or building to be executed in favor of the Unit purchaser or apartment or association etc.

18. COVENANTS AGREED BY THE PURCHASER:

The Unit Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, do hereby covenant with the Promoter as follows:

- (a) To maintain the Unit at Purchaser's own cost in good tenantable repair and condition from the date of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is situated, staircase or any passages which may be against the rules, regulations or bye laws of the organization or concerned local or any other authority or change / alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof.
- (b) Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Unit is situated or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situated, including entrances of the said building and in case any damage is caused to the said building on account of negligence or default of the Unit Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- (c) To carry at his own cost all internal repairs to the said Unit and maintain the Unit in the same conditions, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffering to be done any thing in or to the said building or the Unit which may be given in the rules and regulations and bye laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority.
- (d) Not to demolish or cause to demolish the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside color scheme of the said building and shall keep the portion, sewers, drains pipes in the Unit and appurtenances thereto in good tenantable repair and condition,

and in particular, so as to support shelter and protect the other parts of the said building and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, parapet or other structural members in the Unit without the prior written permission of the Promoter and /or the society or the Association.

- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the said building or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said land and said building.
- (g) To bear and pay Govt. Tax, Service Tax, VAT, local taxes and any other levies if any, which are imposed by the concerned local authority and / or Government and/or other public authority, on execution of the present agreement.
- (h) To bear and pay Govt. Tax, Service Tax, VAT, local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and / or Government and/or other public authority, on account of change of user of the Unit by the Purchaser viz. user for any purpose other than for residential purpose.
- (i) The Purchaser shall observe and perform all the rules and regulations which the society or the Association or Company may adopt at its inception and the additions, alteration or amendment thereof that may be made from time to time for protection and maintenance of the said building and Units therein and for the observance and performance of the building rules, regulations and by laws for the time being of the concerned local authority and of government bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the society/Apartment /Association /Limited company regarding the occupation and use of the Unit in the building and shall pay and contribute, regularly and punctually towards the taxes, expenses or other out goings in accordance with the terms of this agreement.
- (j) Till conveyance of said Unit is executed the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and conditions thereof.

- (k) Not to obstruct the development work for any reason and in any way.
- (l) In the event of the Promoter carrying out any work of additions and/or alterations as per instructions of the Unit Purchaser to keep the Promoter harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Promoter shall not be bound to obtain completion/occupation certificate as per such additions or alterations which, work shall be done by the Unit Purchaser at his own costs and risk.
- (m) If the Purchaser shall desire to fit grill/s to the balconies and/or windows then he/she shall do so at his/her own costs only as per the designs and specifications approved by the Promoter. The Purchaser shall not fit any grills or enclose the car parking space allotted for his/her exclusive use.
- (n) If the unit allotted is a non-residential unit then the Purchaser shall use the same only for agreed purpose and shall not change the use without prior written permission of the Promoter or Society/apartment as the case may be.
- (o) Till a separate electric meter or a water meter is installed/allotted by the M.S.E.B./P.M.C., the Purchaser herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her Unit/units.

19. NOTHING TO BE CONSTRUED AS GRANT ETC.:

Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Unit or the said property and building or any part thereof. The Purchaser shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the said land and building is transferred to the society / Association /Company as herein before mentioned and the same shall be subject to the declaration/s as shall be made therein.

20. NO WAIVER BY PROMOTER:

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

21. NO RIGHT ON ANY AREAS/TERRACES:

IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the Purchaser shall have no right, title or interest on the terrace spaces, open spaces, parking spaces or any other tenement or any area on the said property. The Purchaser shall have no right of any nature on all the open spaces in the said property, except the common right to use as way the open space towards the staircase.

The Unit purchaser/s is/are hereby prohibited from raising any objection in the matter of allotment or sale of accommodation! Unit/car parking etc. by the Promoter on the ground of nuisance annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality.

22. PROMOTER ENTITLED TO SELL AREAS ETC.:

It is hereby agreed that the Promoter has the exclusive right of allotment of different parking spaces or terraces or open spaces or right to develop garden in adjoining open spaces to one or more person/s of their choice, for their exclusive use and such person/s may not be the owners or holders of the Unit/tenement. The person/s to whom such terraces or parking space/s or open space/s are allotted shall be admitted as the members of the Society/apartment. It is hereby agreed that except the areas allotted to the purchaser herein, the Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and or alienate and dispose of other areas and facilities in such manner as the Promoter thinks fit and the Purchaser herein shall have no right on such facility. The Unit Purchaser shall not object to such use of the terrace or parking space by such Purchaser to whom such facility is & sold or allotted.

23. RESTRICTED/COMMON AREAS:

The restricted areas on which the Purchaser shall have no right and the common areas on which the Purchaser shall have common rights

The Purchaser shall not obstruct or interfere the use of such common areas/restricted areas by other Purchasers entitled to the use thereof.

The owners/occupiers of the Plot No. 1 and 2 of the sanction layout also have right to use all the common amenities of the society/apartment and common facilities like Drainage, electricity transformers etc. conferred by the local authority/ Government. The purchasers shall not obstruct or interfere the use of such common areas/restricted areas by Owners/occupiers of the Plot No. 1 and 2 entitled to the use thereof.

24. REGISTRATION:

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

25. PURCHASER SPECIFICALLY AGREES AND DECLARE AS UNDER:

- a. After the possession of the premises/building is handed over or after getting the completion certificate of the building by concerned local authority if any work thereafter is required to be carried out by the Government or Municipality or any statutory authority, the same shall be carried out by the Unit Purchaser in co-operation with the Purchasers of the other Units in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.
- b. Before delivery of possession of the said Unit the Unit Purchaser shall satisfy himself about the correctness of the area of the said Unit and about the quality of construction work and specifications/amenities provided. After delivery of possession the Unit Purchaser shall not be entitled to make any complaint there for and all the rights regarding the same shall be deemed to have been waived.
- c. The Promoter shall also be entitled to erect hoardings on the plot and/or building/s and to sell or let the same and to receive the income thereof and the property will be conveyed subject to the said right of the Promoter. The Unit Purchaser hereby gives his consent

and has no objection for use of the remaining units wholly or in parts for office and/or any commercial purpose as may be permitted by the Promoter.

- d. The Purchaser has hereby irrevocably authorized the Promoter to prepare the layout and building plans of the said land and to submit the same to the requisite authorities and obtain their sanction, to revise the plans and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Purchaser liable for any costs and affecting his/her interest.
- e. The Unit Purchaser has read the terms of the Development Agreement, and other agreements in between the Promoter and Consenting Party and Unit Purchaser agrees that this agreement is subject to the said terms and are also binding on him.
- f. The terrace space above the said building, if constructed by the Promoter at their discretion shall not be a common area but shall belong exclusively to the Promoter or to the purchasers of the units to whom- the same will be allotted by the Promoter as per Promoter's discretion and the said terrace space is intended for the exclusive use of the Promoter or the said unit purchasers. The said terrace shall not be enclosed by the said unit purchasers till the permission in writing is obtained from the concerned local authority and the Promoter or the Society as the case may be. The Promoter or his assignees shall have a right to construct Units/units, etc. on the said terrace towards FSI of road widening area, FSI of internal roads, TDR or any other FSI.
- g. The Promoter may allow display of advertisement and/or hoarding sites/neon signs, or may allow erection of antenna or towers for cable/satellite television, wireless, paging, mobile, cellular services, on the building and derive appropriate income there from in their own rights. The Promoter shall be entitled to erect hoardings on the property and/or said building and to sell or let/lease the same and to receive income thereof and. the property will be conveyed subject to the said right of the Promoter.
- h. It is specifically agreed between the Parties hereto that even if the Society of all the unit holders has been registered, for the unsold premises / apartments / Units the Promoter and/or owners herein shall not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold Units.

- i. The name of the project and building shall be "**PRAVIN RESIDENCY**" and this name shall not be changed without the written consent of the all partners of Promoter/Developer.
- j. The Unit Purchaser consents and authorizes the Promoter to utilize and take connections from water, electricity, sewage or drainage lines and other conveniences in the said building/project as and when they require to do so for carrying out further development and construction.
- k. It is hereby made clear that furniture lay-out, color scheme, elevation treatment, trees, garden, lawns etc. shown on the pamphlet and literature are shown only for advertisement and the same are not agreed to be provided by the Promoter unless specifically mentioned and agreed in this agreement.
- l. The balconies as shown in the sanctioned plan or pamphlet may be either kept as balconies or may be enclosed at the discretion of the Promoter.
- m. If any amount due and payable by the Unit Purchaser remains unpaid then the Promoter at its discretion and without prejudice to its other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Unit Purchaser or from any amount payable to the Unit Purchaser and adjust the account accordingly and in case still there are dues from Unit Purchaser make demand accordingly, however the Purchaser has not paid the amount after the demand then the promoter has every right to cancel the present agreement and has every right to sell the said unit to any other prospective purchaser.
- n. Any exclusive use allotted, by the Promoter either of the terrace, car park, open space or of any other portion shall be subject to the right of the Society/apartment and for the use of agents nominated by society for the specific purpose and to the extent necessary of maintenance and repairs of the common amenities such as drainage, water and electrical lines, etc., Also if there is no common terrace or any common area on top of building and if common T. F. antennae is not provided then other unit holders shall be entitled to erect their dish antennae on the terrace on top of the building at the place convenient and suitable for both the said other unit holders and the Unit holder/s to whom the right of exclusive use of terrace is allotted. All terraces, open spaces, parking areas, etc, which are not allowed for exclusive use to any other person/s, shall remain for the exclusive use of the Promoter and the Unit Purchaser herein shall not

object to the same nor obstruct the Promoter from allowing such exclusive use to any other person/s.

- o. The Promoter/Developer/Owner at its discretion shall be entitled to amalgamate the land described in the First Schedule hereunder written with the adjoining plots/land and to jointly carry out the scheme and in the said event from time to time change/prepare the layout, change the locations of the buildings and open spaces (if any) and get them sanctioned from proper authorities and to do all such other acts as may be required by the Promoter or legal provisions applicable thereof. The Unit Purchaser has given the consent for the same and if required give such consent in future.
- p. If any portion of the said property adjoining the existing road is or will be reserved for the purpose of road widening or D.P. Road then the corporation may pay the compensation thereof in terms of additional F.S.I. in respect of the said portion under the road widening to be utilized in the remaining portion of the Property or in any other property by floating the F.S.I. In such an event and as and when such FSI is granted, the Promoter shall be entitled to use the same and additional built up area in the said property either by way of construction of new building or extension of the buildings which are presently permitted or in any other property as per the discretion of the Promoter. The Unit Purchaser has hereby given his irrevocable consent thereof and the Promoter shall be entitled to revise the plans, get the same sanctioned from T.P./P.M.C., construct the additional units permitted by T.P./P.M.C. and to allot/settle them to various persons. The Unit Purchaser shall have no objection for the said new allottees to be admitted as members of the Society/apartment. If the Corporation refuses to permit the FSI in respect of the area under road widening then the Promoter alone shall be entitled to the compensation in respect thereof.
- q. The Promoter shall be entitled to use the present unutilized and/ or additional built up area/F.S.I./T.D.R. in respect of the said Property in any other property by floating the same and/or in the same property as and when the same is permitted either by way of construction of new building or extension of the building which are presently permitted. Likewise the Promoter shall also be entitled to use FSI pertaining to other property in this Property as and when permitted by Corporation. The Unit Purchaser has hereby given his irrevocable consent thereof and the Promoter shall be entitled to revise the plans, get them sanctioned from T.P. / P.M.C., construct the additional units permitted by Corporation and to allot/sell them to various persons. The Unit Purchaser shall have no objection for the said new allottees to be admitted as members of the Society/Apartment. The Society/Apartment shall get the new

transferees admitted as its members. Notwithstanding anything contained in this Agreement to the contrary the Promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR as stated in above paras on any open space and/ or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the property. The Promoter shall also be entitled to transfer or assign the said right to any other person. The property shall be conveyed subject to the said right.

- r. The Purchaser hereby irrevocably authorizes the Promoter to represent him before the concerned authorities in all matters regarding the property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Purchaser. The Promoter may till the execution of the final conveyance represent the Purchaser to do all the necessary things/acts in all the departments of the P.M.C., Collectorate, Road, Water, Building Tax assessment, Government and Semi-Government departments. MSEB, ULC official etc. and the same shall stand, ratified and confirmed by the Purchaser herein.
- s. The Promoter herein may be constructing building on the said land in phases and. the Purchaser herein undertakes not to raise any . objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner. The Purchaser hereby gives his irrevocable consent for revision/amendment of the building/layout or elevation plans even by shifting the locations of the buildings, open space, internal roads, position of dust bins, transformer plinths, pumping stations etc., adding new buildings and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter.
- t. It is specifically agreed between the Parties that even if the Society/apartment of all the unit holders is formed and registered and conveyance completed the Promoter not be liable or required to pay any transfer fee, entrance fee, or any fee or charges under any head and also shall and will not be liable or require to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold Units. Also the allottees of such units shall be liable to pay maintenance from the date of allotment and delivery of possession.
- u. It is hereby made clear that the Promoter and all persons parties claiming through it shall be entitled to use the irrevocable and perpetual use of access through the roads under the layout and the

Unit Purchaser/s herein or the organization in which he will become a member shall not object to the said use and the conveyance in favour of the Society/apartment shall be executed subject to the said right of the Promoter and this term is the essence of this Agreement.

- v. The Promoter may at their discretion and option decide to form a Society or apartment of each building or of two or more buildings separately or one Society or apartment of all the buildings in the land described in the First Schedule hereunder given. The Promoter may at its discretion and option decide to form a Society/apartment separately of each building/wing or jointly of all the buildings/wings in the said property. In the event of separate or more than one Society being formed, the Promoter may decide to form a separate organization/federation of such societies for the management of the common areas and facilities common between the Societies. The decision taken by the Promoter shall be final and binding on the Unit Purchaser/s and Societies.

26. DISPUTE:

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

27. SERVICE OF NOTICES:

All notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser, by registered post A.D/Under Certificate of Posting at his or her address specified above in the title of this deed.

28. AGREEMENT IS SUBJECT TO THE ACT:

This agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Act, 1963 and the Maharashtra Apartment Ownership Act (Maharashtra Act No. XV of 1971) and the rules made there under.

29. STAMP DUTY AND REGISTRATION FEE:-

As agreed between parties hereto ,the purchaser/s has paid proper stamp duty along with appropriate registration fees herewith. The parties herein shall be entitled to get the afore said stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoter and Confirming Party in favour of the Purchase or in the name of the society/Apartment in which the Purchaser will be the member in respect of the said Accommodation, The Parties hereto confirm the Purchasers has agreed to purchase the said accommodation as an investor and hence the Purchaser reserve his/her right to claim stamp duty setoff/adjustment of the amount already paid on these presents in the event the purchases/ resells the said unit to a subsequent Purchaser/s.

LOCATION : SR. No. 20/4
& 5 Bavdhan – Bk Pune – 411021
UNIT NO. : <Flat No>in Wing <Wing No
(A/B/C)>of
"PRAVIN RESIDENCY"
UNIT CARPET AREA : <Area> Sq. Meters.
UNIT TERRACE AREA : <Area> Sq. Meters.
AGREED CONSIDERATION: <Amount in Words>

Total Stamp Duty Paid by Purchaser through Government Receipt Accounting System (to be referred as “GRAS” hereinafter) is:
<Amount in Words>Government Reference Number (to be referred as “GRN”) receipt no. is :
[]

Total Registration Charges Paid by Purchaser through GRAS system is:
<Amount in Words> GRN receipt no. is. :
[]

[As per the Article 25 of Bombay Stamp Act]

SCHEDULE I
(Description of the said Property)

- A) All that piece and parcel of the land bearing S. No. 20 Hissa No. 4 admeasuring about 00 H 43 R assessment of Rs. 01. 25 *paise* situated at village Bavdhan Bk, Tal. Mulashi, Dist. Pune and within the limits of Jilha Parishad Pune and also within the jurisdiction of Sub-Registrar Haveli, Tal. Mulashi, Dist. Pune.

(Hereinafter referred to as "**SAID PROPERTY A**")

- B) All that piece and parcel of the land bearing S. No. 20 Hissa No. 5 admeasuring about 00 H 12 R assessment of Rs. 00. 31 Paise situated at village Bavdhan, Tal. Mulshi, Dist. Pune and within the limits of Jilha Parishad Pune and also within the jurisdiction of Sub-Registrar Haveli, Tal Mulshi, Dist. Pune.

(Hereinafter referred to as "**SAID PROPERTY B**")

Four Directions for the property A & B are as follows:

- On or Towards East : By land out of S. No. 19
- On or Towards West : By land out of S. No. 22.
- On or Towards south : By land out of S. No. 18.
- On or Towards North : By land out of S. No. 20/3

PROPERTY UNDER DEVELOPMENT:

All that piece and parcel of the land admeasuring about 4000 Sq. Mtrs i.e. 43,100 Sq. Ft. out of land bearing A and B mentioned above i.e. S. No. 20 Hissa No. 4 admeasuring about 00 H 43 R assessment of Rs. 01. 25 *paise* and land bearing S. No. 20 Hissa No. 5 admeasuring about 00 H 12 R assessment of Rs. 00. 31 *Paise* i.e. totally 55R situated at village Bavdhan Bk, Tal. Mulashi, Dist. Pune and within the limits of Jilha Parishad Pune and also within the jurisdiction of Sub-Registrar Haveli, Tal. Mulashi, Dist. Pune.

Together with assessments, appurtenances, access, pathways, ingress, agrees, other incidental, consequential and ancillary rights thereto.

SCHEDULE II

All that piece and parcel of the Residential Flat No. **C201** admeasuring about (Unit Carpet area - **55.37** Sq. Meters) + (Terrace area – **4.93** Sq. Meters), on the **2nd Floor**, in the building **No. C Wing** in the scheme of D.D. Associates to be known as “**PRAVIN RESIDENCY**”, which is within the local limits of Bavdhan/Pune Municipal Corporation. [Hereinbefore referred to as "**SAID FLAT/UNIT**"].

IN WITNESS WHEREOF THE PARTIES TO THIS AGREEMENT HAVE SIGNED HEREUNDER ON THE AFORESAID DATE AT PUNE.

Annexure – [I]
Specifications

Structure	:	Earthquake resistance R.C.C. Frame Structure.
Flooring	:	2’0” feet * 2’0” feet Vitrified tile.
Windows	:	Aluminium Sliding Windows with MS Safety Grills.
Doors	:	Decorative main entrance door & internal flush doors.
Bath	:	Colored glazed tiles dado up to lintel level in bath and up to 4’0” feet height in W.C.
Plumbing	:	Concealed Plumbing with quality fitting with hot and cold mixture point in Bath.
Electrical	:	Concealed electrical wiring with quality switches.
Painting	:	External high quality cement paint and internal dry distemper.
Lift	:	Lift of standard make.

1) MR. SHRIRANG DNYANOBA DHODADE

2) MR. NILESH NATHURAM DAGADE

3) MR. GANAPAT BABAN DAGADE
PROMOTER FOR HIMSEEF AND AS
CONSENTING PARTY/OWNER.
THROUGH ITS POWER OF ATTORNEY HOLDER

<Customer Name>

IN PRESENCE OF WITNESSES:

1.	2.
SIGN:	SIGN:
NAME:	NAME:
ADDRESS:	ADDRESS: