

ARTICLES OF AGREEMENT

THIS ARTICLES OF AGREEMENT IS MADE AND EXECUTED AT PUNE ON
THIS ----- DAY OF -----, 2018.

B E T W E E N

MR. CHETAN BARIKRAO WAGHMARE
Sole proprietor OF UNITY ASSOCIATES
Age ----- years, Occupation: Business
Residing at: S. no. 51 Waghmare Wasti, Near Someshwar Temple,
Lohagaon , Pune -411047
PAN: -----

Hereinafter referred to as the "**OWNER/DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include, his present and future representatives, legal heirs and assigns etc.)**PARTY OF THE FIRST PART.**

A N D

1. MRS. -----
Age: ----- years, Occ:-----
R/at- -----
PAN NO: --- -----

2. MR. -----
Age: ----- years, Occ:-----
R/at: -----
PAN NO : -----

EREINAFTER referred to as the " **ALLOTEE / PURCHASER**" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include his/her/their heirs, successor in title, executors, administrators, assigns etc.)
.... **PARTY OF THE SECOND PART.**

WHEREAS the survey no. 18/4-B totally admeasuring 01 H 20 Ares situated at Village- Dhanori , Taluka -Haveli Dist.- Pune was originally owned and possessed by Shri. Babasaheb Baburao Tingre as ancestral property. After partition as recorded by Tahsildar Haveli Pune the said survey number came to the share and possession of Shri. Babasaheb Baburao Tingre who then became the holder and Vahiwatdar of the said survey number. Then Shri. Babasaheb Tingre and Shri. Sohinder Singh Nigha had sold an area admeasuring 01 H 20 Ares by way of registered sale deed dated 23/12/97 in favor of proposed Border Roads Co –op Housing Society limited through its chief developer Col. V. K. Sharma and since then the name of the said society has been entered in the 7/ 12 extract of the said survey number vide M. E. No. 10822.

AND WHEREAS the survey no. 19/2 totally admeasuring 05 H 21 Ares situated at Village- Dhanori , Taluka -Haveli Dist.- Pune was originally owned and possessed by Yashwant Baburao Tingre as ancestral property. After partition Shri. Babasaheb Baburao Tingre became the holder and Vahiwatdar of the said survey number. Then Shri. Babasaheb Tingre and Shri. Sohinder Singh Nigha had sold an area admeasuring 02 H 40 Ares by way of registered sale deed dated 23/5/96 and 17/6/96 in favor of proposed Border Roads Co –op Housing Society limited through its chief developer Col. V. K. Sharma and since then the name of the said society has been entered in the 7 /12 extract of the said survey number vide M. E. No. 10820 & 10823.

AND WHEREAS that survey no. 19/3/1 totally admeasuring 02 H 46 Ares situated at Village- Dhanori , Taluka -Haveli Dist.- Pune was originally owned and possessed by

Babasaheb Baburao Tingre as ancestral property. It appears that Shri. Babasaheb Baburao Tingre and Hiranman Babasaheb Tingre appear as the holder and Vahiwardar of the said survey number. That it further appears that Shri. Babasaheb Tingre, Hiranman Babasaheb Tingre, Dhananjay Babasaheb Tingre and Shri. Sohinder Singh Nigha as power of attorney holder for Smt. Kantabai Shankar More and Sulochana Madhukar Nimhan had sold an area admeasuring 02 H. 00 Ares Acres by way of registered sale deed dated 17/6/96 and 2/12/96 in favor of proposed Border Roads Co –op Housing Society limited through its chief developer Col. V. K. Sharma and since then the name of the said society has been entered in the 7/12 extract of the said survey number vide M.E. No. 10821 & 10824.

AND WHEREAS that the members of the said proposed Border Roads Co-Op Housing Society Limited went ahead and formed a Border Roads co-op Housing Society limited which was duly registered bearing registration no. **PNA/PNA-4/HSG/(TO)/905/1999/2000 DATED 21/4/1999**. The Border Roads Co-op Housing Society limited became the absolute owners and possessors of Survey no .18/ B admeasuring 01 H 20 Ares, Survey no. 19/2 admeasuring 02 H 40 Ares and Survey no 19/3/1 admeasuring 02 H. 00 Ares.

AND WHEREAS Border Road co-op Housing Society Limited registered under the Registration no. PNA/PNA/4/HSG/(TO)/905/99/2000 dated 21/4/9 (hereinafter referred to as the “ **Said Society**”) in Phase I is the owner of property bearing S. no. 18/4 B , 19/2, 19/3/1 lying and situated at Village- Dhanori , Taluka- Haveli, Dist. - Pune and within the limits of Pune Municipal Corporation.

AND WHEREAS the said society had got permission for non agricultural use of the said lands had been given by the Collector of Pune Vide bearing no. PRH/NA/SR/312/2004 dated 05/07/2008.

AND WHEREAS the said society after plotting the entire property got the layout sanctioned from the sanctioning authority and allotted the plots to various persons on lease basis by entering and executing various Lease Deeds.

AND WHEREAS the said society allotted a plot bearing Plot no. A-30 (Phase-1) of area admeasuring 4965 sq. ft. i.e. 461.49 sq. mtrs. out land bearing S no. 18/4B, 19/2 and 19/3/1, situated in the society known as “Border Roads Co-operative Housing Society Ltd.” and situated at Village- Dhanori, Tal. -Haveli, District -Pune (Hereinafter referred to as the “**Said Property**”) to Mr. Ram Prakash , AVSM , SC & Mrs. Vinay Prakash by executing a Lease Deed dt. 25/02/2014 for a period of 999 years, which was registered in the Office of Sub Registrar Haveli no. 8, Pune at Serial no. 1812/2014.

AND WHEREAS after the execution of the said lease deed dated 28/11/2001 the said Mr. Ram Prakash , AVSM , SC & Mrs. Vinay Prakash became the lessees in respect of the said Property thereby possessing the leasehold rights in respect of the said plot for 999 years and having Share Certificate No. 30 bearing Share nos. 0146 to 0150.

AND WHEREAS the Mr. Ram Prakash & Mrs. Vinay Prakash had inform and requested for the NOC to Border Roads Co- op. Housing Society Limited for the transfer of his lease hold rights in the said property to Owner/Developer. The Border Roads Co-op. Housing Society Limited had issued an NOC letter dt. 06/03/2018 stating No-Objection for the selling of the said property to Owner/Developer. Mr. Ram Prakash , AVSM , SC & Mrs. Vinay Prakash had executed and registered a Transfer Deed of Lease Hold Rights dt. 07/03/2018 in respect of the said property in favour of Owner/Developer registered with the Sub- Registrar Haveli no. 8, Pune at sr. no. 1649/2018.

AND WHEREAS By virtue of the said deed of transfer, the said Owner/Developer alone has the sole and exclusive right to construct building/s on the said property and to sell, lease, mortgage or otherwise alienate in whatsoever manner, the flats, tenements, parking, garages, terraces, reserved or restricted areas in the building or within the said property.

AND WHEREAS the Owner/Developer has proposed to construct on the said property more particularly described in Schedule ‘I’ hereunder multistoried building/s of ground and various upper floors.

AND WHEREAS the Owner/Developer herein has got prepared and submitted the building plans for construction of the residential building on the said property to the Pune Municipal Corporation and has accordingly obtained the building **commencement certificate bearing no. -----** dated ----- and has started construction of the

building upon the said property described in Schedule I written hereunder as per the approved plans.

AND WHEREAS the Owner/Developer intends to develop the said property described in the schedule I hereunder.

AND WHEREAS the Owner/Developer has entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.

AND WHEREAS The Owner/Developer hereby declares that the Floor Space Index available as on date in respect of the project land is ----- square meters only and Owner/Developer has planned to utilise Floor Space Index of ----- **square meters** approximate by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Owner/Developer has disclosed the Floor Space Index of-----**square meters** approximate as proposed to be utilised by him on the project land in the said Project and Purchaser/s has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Owner/Developer by utilising the proposed FSI and on the understanding that the declared proposed FSI shall belong to Owner/Developer only.

AND WHEREAS the purchaser/s have specifically understood and agreed that as per the building permission the developer is at present going to construct ground plus three upper floors. It is further agreed by the purchaser that the Owner/Developer shall be entitled to make further construction upon receiving the necessary permissions from P. M.C. and ministry of defence in future.

AND WHEREAS the Purchaser/s have inspected all the original documents of title referred to hereinabove as well as the original sanctioned plan and other statutory permissions obtained by the Owner/Developer and such other documents specified under the said Act and the rules and regulations made there under.

AND WHEREAS, the Owner/Developer has registered the Project under the provisions of the Act with the Maharashtra Real Estate Regulatory Authority at Mumbai no. -----, dt. -----

AND WHEREAS the authenticated copy of certificate of title issued by Advocate of the Owner/Developer, authenticated copies of the 7/12 extracts showing the nature of the title of the Owner/Developer to the said property on which the apartments are to be constructed have been annexed hereto and marked as **Annexure- A & B** respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure – C1**.

AND WHEREAS the authenticated copies of the floor plans and specification of the apartment agreed to be purchased by the Purchaser/s as sanctioned and approved by the local authority i.e. the floor plan have been annexed and marked as **Annexure- C2**.

AND WHEREAS the copy of the Commencement Certificates in respect of Building is annexed hereto as **Annexure –D1** being sanction to the building plans.

AND WHEREAS the copy of the N. A order is annexed hereto as **Annexure- D3** being permission for N.A. use of the said property.

AND WHEREAS the copy of registration certificate of the project granted by the Real Estate Regulatory Authority is marked as **Annexure- E**

AND WHEREAS Common areas and facilities are mention in **SCHEDULE – III** herewith and the amenities and specifications agreed to be provided by the Owner/Developer in the premises/tenement which is agreed to be purchased by the Purchaser herein are mention in **SCHEDULE – IV** herewith.

AND WHEREAS, the Owner/Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtained the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans, concerned local authority and/or government has laid down certain terms, conditions, stipulations, restriction which are to

be observed and performed by the Owner/Developer while developing the said property and the said building and upon observation and performance of which only the completion and/or occupation certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Owner/Developer has accordingly commenced/ agreed to commence construction of the said building in accordance with the plans.

AND WHEREAS after getting fully satisfied about the marketable title and right and authority of Owner/Developer herein, the Purchaser/s had applied for an apartment in the project and has been allotted residential **Flat no. -----** having carpet area of ----- i.e. ----- **sq. ft.** together with enclosed balcony/sit-out /Cup Board having carpet area ----- **sq. mtrs.** i.e. ----- **sq. ft.** , - and attached terrace having carpet area ----- **sq. mtrs.** i.e. ----- **sq. ft.** situated on ----- **floor** in the project to be known as "**TULIP**".

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and which are mutually agreed upon by and between the parties, the Owner/Developer hereby agrees to sell and the Purchaser/s hereby agrees to purchase the said Apartment for an agreed consideration of **Rs.-----/- (Rupees ----- Only)** as mentioned hereinafter.

AND WHEREAS as per the provisions of the said Act, the Owner/Developer is required to execute written Agreement of Sale of the said Apartment with the Purchaser/s and to register the said Agreement, hence this presents.

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

1. CONSTRUCTION OF BUILDING/S

The Owner/Developer shall construct the said building/s on the said property which is more particularly described in the Schedule I hereunder in accordance with the plans, designs, specifications approved by the respective authority of Collector, Pune / Competent Authority and which have been shown and approved by the Purchaser/s with only such variations and modifications as the Owner/Developer may consider expedient or as may be required by the concerned local/competent authority from time to time or due to change in the law and the Purchaser/s has/ have expressly granted the consent to the same and have agreed and undertaken not to raise any objection in that behalf as long as such changes do not adversely affect the Apartment agreed to be sold to the Purchaser/s by the Owner/Developer .

2. PARTICULARS OF APARTMENT

The Owner/Developer has agreed to sell and the Purchaser/s has/have agreed to purchase from the Owner/Developer Flat premises bearing **Flat no. -----** having carpet area of ----- i.e. ----- **sq. ft.** together with enclosed balcony/sit-out /Cup Board having carpet area ----- **sq. mtrs.** i.e. ----- **sq. ft.** , - and attached terrace having carpet area ----- **sq. mtrs.** i.e. ----- **sq. ft.** situated on ----- **floor** in the project to be known as "**TULIP**" together with appurtenances thereto and which premises along with appurtenances is hereinafter referred to as the 'Said Apartment' and is more particularly described in the Schedule III hereunder at or for total consideration of **Rs.-----/- (Rupees ----- Only)**

It is specifically agreed by the parties that the Owner/Developer shall allot a parking space viz. covered parking/ open parking to the purchaser upon receiving completion certificate from the PMC and the Purchaser shall not raise any objection in the matter of allotment of parking.

3. PAYMENT SCHEDULE

a. The purchaser has agreed to pay the total consideration of **Rs. -----/- (Rupees ----- Only)** to the Developer towards the sale of the Said Flat as under :

The purchasers had paid **Rs. -----/-** as Booking amount in following manner:

i. **Rs. -----/-** by cheque bearing no. ----- dt. ----- drawn upon ----- Bank, -----

----- Branch, Pune.

The said amount of **Rs. -----/-** will be adjusted as per schedule written herein under

Sr. no	Amount	Particulars
1		Before Agreement for Booking
2		On completion of plinth
3		At the time of 1st Slab
4		At the time of 2nd Slab
5		At the time of 3rd Slab
6		At the time of 4th Slab
7		At the time of 5 th slab
8		At the time of Brick Work
9		At the time of External Plaster & Flooring
10		At the time of possession
Total		

The Purchaser/s herein shall pay the aforesaid consideration to the Owner/Developer herein on due date or within 7 days from the Purchaser/s receiving the written intimation from the Owner/Developer calling upon the Purchaser/s to make the payment. Payment in time is the essence of the contract.

b. The Owner/Developer hereby admits and acknowledges the payment made by the Purchaser/s till date, as stated herein above, subject to realization of cheque/s and a separate payment receipt towards received amount shall be issued by the Owner/Developer to the Purchaser/s.

c. The Purchaser/s shall also be liable to pay the additional amount in case there is escalation or increase in the development charges payable to the competent authority and/or any other increase in charges which may be levied and in force by the competent authority from time to time. The Purchaser/s shall pay such additional amount within 7 days from the date of demand made by the Owner/Developer which is supported by the notification, order, rule, regulations published / issued and/or demand made by such competent authority in that effect.

d. However on the completion of the construction of the said apartment the parties hereto shall confirm the carpet area of the apartment and in case there is variation in the area more than 3% of the area agreed to be purchased by the Purchaser/s, the parties shall pay the costs of the such varied area to other party as the case may be.

e. The Purchaser/s authorizes the Owner/Developer to adjust/appropriate all the payments made by him/her/them under any heads of dues against lawful outstanding if any in his/her/their name as the Owner/Developer may in its sole discretion deem fit and the Purchaser/s undertakes not to object about such adjustment.

f. The Purchaser/s shall make the payment of each installment to the Owner/Developer within 7 days from the date of demand/intimation made by the Owner/Developer of completion of that stage by letter/e-mail or any other mode of communication.

4. PAYMENT OF VAT, SERVICE TAX ETC.

The above mentioned amount of consideration amount is excluding service tax, and/or G.S.T. and such other taxes which may be levied in connection with the construction and carrying out the said project and towards the sale of the said Apartment. The Purchaser/s hereby agrees to make payments of such taxes to the Owner/Developer

as and when demanded within period of 7 days from the date of demand, failing which the Purchaser/s shall be liable to interest and penalties as levied by such authority.

In case any additional liability of the taxes arose due to any judgment of court of law or amendment to the enactment or amendment of any other Central or State government for the sale of the said Apartment and execution of this Agreement, the same shall be payable by the Purchaser/s in proportionate to the area of the Apartment, immediately on demand made at any time without rendering either the Owner/Developer liable in that behalf in any manner whatsoever.

5. DEPOSITS BY PURCHASER/S WITH THE OWNER/DEVELOPER :-

The Purchaser/s shall on or before delivery of possession of the said unit keep deposited with the Owner/Developer , the following amounts :-

- i. **Rs.10,000/-** for formation and registration of the Society or Limited Company/Federation/ Apex body.
- ii. **Rs. -----/-** for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.
- iii. **Rs. -----/-** for Deposit towards water, electric and other utility and services connection charges, cabling charges including deposits with the concern authorities.
- vi. **Rs. 15,000/-** legal charges.

The Owner/Developer shall maintain a separate account in respect of sums received as aforesaid by the Owner/Developer from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or association or company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

6. INTEREST ON UNPAID DUE AMOUNT

The payment of each installment and all the amounts payable under this Agreement in time shall be an essence of this Agreement.

Without prejudice to the right of the Owner/Developer to take action for breach arising out of delay in payment of the installments on the due dates, the Purchaser/s shall be bound and liable to pay interest as per State Bank of India highest marginal cost of lending rate plus 2 % per annum with monthly rests on all the amounts which become due and payable by the Purchaser/s to the Owner/Developer till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Owner/Developer under this Agreement, nor shall it be construed as condonation of delay by the Owner/Developer . The amount of interest may be informed to the Purchaser/s from time to time or on completion of the said project/apartment, and the Purchaser/s has/have agreed to pay the same as and when demanded before the possession of the said apartment. Delay in issuance of any reminder/s or notices from the Owner/Developer shall not be considered as waiver of Owner/Developer 's absolute right to terminate this agreement.

7. LIEN AND CHARGES

The Owner/Developer shall in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement shall have first and permanent lien and charge on the said Apartment agreed to be purchased by the Purchaser/s and the Purchaser/s shall not sell, transfer or assign said Apartment or his/her/ their interest therein or of the benefits of this Agreement and / or part with the same until they have obtained written permission of the Owner/Developer till the full and final payment of the entire consideration amount of the said Apartment and all amounts due and payable by the Purchaser/s under the terms of this Agreement is made by the Purchaser/s to the Owner/Developer .

8. TERMINATION OF AGREEMENT:-

a. If the Owner/Developer fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser/s, the Owner/Developer agrees to pay to the Purchaser/s who does not intend to withdraw from the project, interest as per State Bank of India highest marginal cost of lending rate plus 2 % per annum with monthly rests on all the amounts paid by the Purchaser/s, for every month of delay till the handing over of the possession. The Purchaser/s agrees to pay to the Owner/Developer interest as specified aforesaid on all the delayed payment which becomes due and payable by the Purchaser/s to the Owner/Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Owner/Developer till the same is paid by the Purchaser/s to the Owner/Developer .

b. Without prejudice to the right of Owner/Developer to charge interest as above on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Owner/Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment installments, the Owner/Developer at its own option may terminate this Agreement:

c. Provided that, Owner/Developer shall give notice of 15 days in writing to the Purchaser/s by registered post A.D. at the address provided by the Purchaser/s and/or e-mail at the e-mail address provided by the Purchaser/s of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Owner/Developer within the period of notice then at the end of such notice period, the Owner/Developer shall be entitled to terminate this Agreement.

d. Provided further that upon termination of this Agreement as aforesaid, after deducting 10% amount of the total consideration towards adjustment and recovery of any administrative expenses and/or any other expenses incurred by the Owner/Developer for such Apartment as requested by the Purchaser/s or any other amount which may be payable to Owner/Developer , which the Owner/Developer herein is entitled to forfeit the same, the Owner/Developer shall refund without interest to the Purchaser/s within 30 days of the termination the remaining amount of sale consideration of the Apartment which may till then have been paid by the Purchaser/s to the Owner/Developer , excluding the amount of taxes such as VAT, GST and other amounts paid to the concerned authorities and the Owner/Developer herein shall be entitled to deal with the said Apartment with any prospective buyer.

e. For whatsoever reason except reason mentioned clause 8 (g) hereinafter, if the Purchaser/s herein, desires to terminate this Agreement /transaction in respect of the said Apartment then, the Purchaser/s herein shall issue a prior written notice to the Owner/Developer as to the intention of the Purchaser/s and on such receipt of notice the Owner/Developer herein shall be entitled to deal with the said Apartment with prospective buyers. After receipt of such notice of intention to terminate this Agreement, the Owner/Developer shall issue a 15 days notice to the Purchaser/s in writing calling upon him/her to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Purchaser/s shall be entitled to receive the refund of consideration without interest subject to deduction of 10% amount of the total consideration paid towards adjustment and recovery of any administrative expenses.

f. It is specifically agreed between the parties hereto that, if the transaction in respect of the said Apartment between the Owner/Developer and Purchaser/s herein is terminated as stated above written then all the instruments under whatsoever head executed between the parties hereto or between the Owner/Developer and Purchaser/s herein, in respect of the said Apartment, shall stand automatically cancelled and either party shall have no right, title, interest or claim against each other except as provided hereinafter.

g. If the Owner/Developer , for any reasons whatsoever, is unable or fails to give possession of the said apartment to the Purchaser/s on or before the said date specified in this agreement or before any extended date or dates agreed by and between the parties hereto, the Purchaser/s shall have the option of giving 30 days previous notice in writing to the Owner/Developer calling upon the Owner/Developer to rectify the breach. The Owner/Developer shall within 30 days from the receipt of said notice either remedy

the breach if any on the part of the Owner/Developer in that behalf or terminate the Agreement and refund the Purchaser/s the amounts if any which may have been received by the Owner/Developer from the Purchaser/s under this Agreement (which excludes Government charges, Service Tax, Vat, and/or GST if made applicable in the meanwhile, LBT, stamp duty & registration charges and any other government/ semi government/local authority charges etc.) with the interest specified under the said Act till repayment and thereupon neither party shall have any other claim against the other in respect of the said Apartment or arising under this Agreement.

9. CONSTRUCTION OF BUILDING

a. The Owner/Developer shall construct the said building having stilt plus _____ floors in accordance with the sanctioned plans approved or revised plan/s as may be approved at subsequent date/s by PMC / Competent Authority. The Purchaser/s however expressly agree/s and give its unconditional and irrevocable consent to accept such amendments, modifications, variations, additions, alterations, proposed construction by way of extensions in horizontal / vertical manner on existing building/s construction as per the revised/ amalgamated plans which shall be sanctioned by appropriate authority from time to time by loading any FSI/TDR/any other building potential which can be used and utilized thereon which the Owner/Developer may feel necessary for construction of additional floor or floors on the said building/s and/or for any other purpose, and the Purchaser/s do hereby confirm his/her/their irrevocable and unconditional consent for the same. The Owner/Developer shall obtain prior written consent of the Purchaser/s only in case such variations/modifications substantially affect the area and location of the said Apartment agreed to be purchased by the Purchaser/s.

b. The fixtures, fittings and amenities agreed to be provided by the Owner/Developer in the said Apartment and in the building/s are those as are set out in the Annexure 'H' annexed hereto, however same are subject to change in case there is shortage of material in market and/or there are better options of manufacture and quality and reasonable price; and the Purchaser/s does hereby agrees to the same.

c. The Owner/Developer hereby declares that the Floor Space Index available as on date in respect of the said property is ----- **square meters** only and Owner/Developer has planned to utilise Floor Space Index of ----- **square meters** approximate by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Owner/Developer has disclosed the Floor Space Index of -----**square meters** approximate as proposed to be utilised by him on the project land in the said Project and Purchaser/s has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Owner/Developer by utilising the proposed FSI and on the understanding that the declared proposed FSI shall belong to Owner/Developer only

d. The Owner/Developer is also entitled to amalgamate adjacent lands to the said property on which the said building is to be constructed and also to utilize the margins of the said property for the construction on the adjacent lands. The Purchaser/s has hereby expressly agreed to give the consent for the same so long as it does not affect the said Apartment and other common areas and facilities agreed to be provided.

10. CONDITIONS IMPOSED BY LOCAL AUTHORITY

The Owner/Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations, obligations if any, which may have been imposed by the concerned local / competent authority at the time of the revision of the said plans or thereafter and shall, before handing over possession of the said Apartment to the Purchaser/s, obtain from the concerned local / competent authority occupation and / or completion certificates in respect of the same. After the possession of the premises/ building/s is/are handed over or after getting the completion certificate of the building/s from concerned local/competent authority if any work thereafter is required to be carried out by the Government or municipality or any statutory authority, the Owner/Developer

shall be entitled to carry out of the same and the Purchaser/s shall not object or obstruct the same.

11. DISCLOSER OF TITLE TO PURCHASER/S

The Owner/Developer have made the full and true disclosure of the nature of its title to the said property and about the right and authority of the Owner/Developer to develop the said property and to sell the tenements proposed to be constructed thereon on ownership basis and also about fact that the Owner/Developer has planned to carry out construction of additional floor/s on the existing building/s in future, as and when sanctioned by P.M.C. and/or other appropriate authorities. The Purchaser/s has/have taken inspection of all relevant documents and has/have satisfied fully in respect of Owner/Developer 's title to the said property and the right and authority of the Owner/Developer to develop the said property by constructing building/s thereon consisting of Apartments/offices etc. and to sell the same on ownership basis.

12. REPRESENTATIONS AND WARRANTIES OF THE OWNER/DEVELOPER

The Owner/Developer hereby represents and warrants to the Purchaser/s as follows:

- i. The Owner/Developer has a clear and marketable title to the said property as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said property and also has actual physical and legal possession of the said property for the implementation of the said project.
- ii. There are no encumbrances upon the said property or the said project except those disclosed in the title report;
- iii. There are no litigations pending before any Court of law with respect to the said property or said project except those disclosed in the title report;
- iv. All approvals, licenses and permits issued by the competent authorities with respect to the said property and said building/s are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said property and said building/wing shall be obtained by following due process of law and the Owner/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said property, building/s and common areas;
- v. The Owner/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- vi. The Owner/Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said property including the said project and the said Apartment which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- vii. The Owner/Developer confirms that the Owner/Developer is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser/s in the manner contemplated in this Agreement;
- viii. At the time of execution of the conveyance deed of the structure to the association of purchasers, the Owner/Developer shall handover lawful, vacant, peaceful, physical possession of the common area of the structure to the Association of the purchasers;
- ix. The Owner/Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said property to the competent authorities;
- x. No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Owner/Developer in respect of the said property and/or the said project except those disclosed in the title report.
- xi. The Owner/Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the said project and shall obtain requisite approvals from time to time to complete the development of the project;

13. POSSESSION

a. The Owner/Developer shall deliver vacant and peaceful possession of the said Apartment to the Purchaser/s on or before ----- after obtaining required completion certificate of the said Apartment from the concerned authority, provided that all amounts due and payable by the Purchaser/s to the Owner/Developer are firstly paid by the Purchaser/s to the Owner/Developer together with interest if any before taking possession of the said Apartment.

b. The Owner/Developer shall be entitled to reasonable extension of time as agreed by and between the Purchaser/s and the Owner/Developer for delivery of possession of the said Apartment on the aforesaid date and the same shall not include the period of extension given by the authority for registration.

PROVIDED FURTHER that the Owner/Developer shall be entitled for reasonable extension of time for giving delivery of the said Apartment on the aforesaid date if the completion of the building/s in which the said Apartment is situated is delayed on account of following grounds;

1. War, Civil Commotion or Act of God
2. Any notice, order, rule, notification of the Government and/ or Public or Competent Authority and/or Court prohibiting to carry out construction.
3. Any other event beyond control of the Owner/Developer .
4. Changes in any rules or regulations, bye laws of various statutory bodies and authorities affecting the development and project or
5. Delay in grant of any Completion Certificate / Part Completion Certificate / NOC / permission / license/ connection for installation of any services, such as lifts , electricity, sewage treatment plant, water treatment plant and water connections and meters to the project / Apartment / road or completion certificate from appropriate authority.
6. Delay or default in payment of dues by the Purchaser/s under these present (without prejudice to the right of the Owner/Developer to terminate this Agreement under clause mentioned hereinabove),
7. Delay caused due to additional/extra work to be carried out in the said Apartment as per the instructions of the Purchaser/s.
8. In case of any litigation by any person affecting the construction and/or development work on the said property due to injunctive order passed therein restraining the Owner/Developer from carrying out construction and/or development work upon the said property.

In all the above stated events the period of possession will automatically stand extended and the Purchaser/s does hereby agree to the same.

c. It is agreed by and between the parties that under no circumstances possession of the said Apartment shall be given to the Purchaser/s unless and until all the payments required to be made on the part of the Purchaser/s has been made by the Purchaser/s to the Owner/Developer .

d. In the event it becomes impossible for the Owner/Developer to implement the project due to above referred conditions then the allotment made and this Agreement shall stand terminated and the Owner/Developer shall refund to the Purchaser/s the entire amount received by the Owner/Developer within 30 days thereafter and after refund of the money to the Purchaser/s, the Purchaser/s shall not have any right, claim against the Owner/Developer and the Owner/Developer shall be released and discharged from and liabilities under this Agreement.

e. After obtaining the completion certificate from the competent authority, the Owner/Developer shall issue within seven days of the completion certificate written notice to the Purchaser/s that the said Apartment is ready for the occupation and the Purchaser/s shall take possession of the said Apartment within 15 days after receiving of written notice from the Owner/Developer to that effect which shall be sent on address given in this Agreement and on the Purchaser/s paying all the amount of consideration and other dues and amounts agreed to be paid under this Agreement, the Owner/Developer shall deliver the physical possession of the said Apartment to the Purchaser/s. In case Purchaser/s fails to take the possession within the said period, the Purchaser/s shall be liable to pay maintenance charges, taxes and all other outgoings relating to the said Apartment from the expiry of the 15 days. However, it does not preclude the Owner/Developer to terminate the Agreement for nonpayment of the dues

as well as on the ground that the Purchaser/s has failed to perform the obligations and conditions undertaken under this Agreement by the Purchaser/s.

f. At the time of taking possession of the said Apartment the Purchaser/s shall also execute such other document such as supplementary agreement with possession, possession receipt, indemnity declaration, undertaking, supplementary agreement etc., as might be required by the Owner/Developer .

14. USE OF THE APARTMENT

The Purchaser/s shall use the said Apartment or any part thereof or permit the same to be use only for the purpose for which is permitted to be used and shall use the parking space only for the purposes of keeping / parking his vehicle.

The Purchaser/s shall not carry on any illegal business/ profession in the said Apartment and shall not carry on any such business/ profession which may illegal / antisocial/ anti national etc. and which will cause nuisance to the neighboring Apartment Holders. It is understood that in the event of the Purchaser/s carrying on any such illegal business in the said Apartment whether directly or indirectly through his/ her/ their agent or tenant, the Owner/Developer shall be entitled to cancel this Agreement and have the Purchaser/s evicted from the said Apartment.

15. DEFECT LIABILITY

If within a period of five years from the date of completion certificate, the Purchaser/s brings to the notice of the Owner/Developer any structural defect in the said Apartment or the building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Owner/Developer at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Owner/Developer , compensation for such defect in the manner as provided under the said Act. However the aforesaid shall not apply if the defect is due to fire, earthquake, floods, normal wear and tear and/or due to damage caused to the said Apartment by the Purchaser/s and/or any other person including neighboring apartment owner.

Provided however, that the Purchaser/s shall not carry out any alterations of the whatsoever nature in the said Apartment or the building in which the said Apartment is situated including change of tiles in alteration in the bathroom fittings, water pipelines etc. without written permission of the Owner/Developer . If any of such works are carried out without the written consent of the Owner/Developer the defect liability automatically shall become void and the Owner/Developer shall not be liable for the same.

Provided further that any warranty on electro mechanical devices and appliances if provided, shall be as provided by the manufacturer of those devices and should be dealt directly with those manufacturers. Also any unauthorized changes in said Apartment resulting in damage to any other adjacent apartments (up, down, side etc) or common area shall be Purchaser/s responsibility and liability.

16. FORMATION OF SOCIETY etc.

The Purchaser/s alongwith other purchaser/s of the apartments, etc. in the said scheme or in the said building shall join in forming and registering the society or condominium or limited company and also from time to time sign and execute all the applications for registration and / or membership and other papers and documents necessary for the formation and registration of the society/ condominium/ company including the bye-laws and duly fill in, sign and return to the Owner/Developer within fifteen days of the same being forwarded by the Owner/Developer to the Purchaser/s, so as to enable the Owner/Developer to register within the prescribed time the organization of the tenement holders being either a society or condominium or limited company as contemplated under the provisions of The Real Estate (Regulation & Redevelopment) Act, 2016 and on the Purchaser/s failing and/or neglecting to sign the necessary papers or not giving co-operation or assistance required by the Owner/Developer , the Owner/Developer shall not be liable for any delay in the formation of the society or condominium or limited company. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft byelaws of society or condominium or limited company, unless it is required by the Registrar of Co-operative Society or the

Registrar of the Company or any other Competent Authority, as the case may be. The Owner/Developer shall have the sole discretion and authority to decide as regards the formation and nature of the ultimate organization either being a society or condominium or limited company.

The said Co-operative Housing Society only for all the Flat Purchasers. It is further specifically agreed that the Owner/Developer upon formation of the society, the Chairman or any such elected member of such formed society shall become member of the Border Roads Co-operative Societies Limited and that all the resolutions and decisions passed by Border Roads Society shall be binding upon the society which shall be formed by the Owner/Developer .

17. CONVEYANCE :

17.1 The Purchaser/s alongwith other purchaser/s of the unit/apartments, etc. in the said scheme or in the said building shall join in forming and registering the society or condominium or limited company and also from time to time sign and execute all the applications for registration and / or membership and other papers and documents necessary for the formation and registration of the society/ condominium/ company including the bye-laws and duly fill in, sign and return to the Owner/Developer within fifteen days of the same being forwarded by the Owner/Developer to the Purchaser/s, so as to enable the Owner/Developer to register within the prescribed time the organization of the tenement holders being either a society or condominium or limited company as contemplated under the provisions of The Real Estate (Regulation & Redevelopment) Act, 2016 and on the Purchaser/s failing and/or neglecting to sign the necessary papers or not giving co-operation or assistance required by the Owner/Developer, the Owner/Developer shall not be liable for any delay in the formation of the society or condominium or limited company. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft byelaws of society or condominium or limited company, unless it is required by the Registrar of Co-operative Society or the Registrar of the Company or any other Competent Authority, as the case may be. The Owner/Developer shall have the sole discretion and authority to decide as regards the formation and nature of the ultimate organization either being a society or condominium or limited company.

The Owner/Developer shall execute the deed of conveyance in respect of structure/plinth area of the Building as contemplated under the said Act in favour of aforesaid society after receipt of completion certificate of the said Building

The Owner/Developer shall convey the said property described in the schedule I hereunder and the building/s thereon in favour of the ultimate organization of tenement purchaser/s after grant of completion certificate of the said project in the entire scheme/project and sale of all tenements in the entire project and after all amounts are received by the Owner/Developer from the tenement purchasers.

17.2 It is specifically agreed and declared that the deed of conveyance of the said property and buildings constructed upon the said property, in favour of the body shall contain such covenants as may be necessary in the circumstances of the case. It shall inter alia contain:

- i) A covenant by Purchaser/s to indemnify and keep indemnified the Owner/Developer against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of such stipulations and restrictions.
- ii) A declaration that the Owner/Developer has unfettered right to the full, free and complete right of way and means of access over, along and under all internal access roads at all times and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the said property (and the neighboring lands) and if necessary to connect the drains, pipes, cables etc., under, over or along the land appurtenant to each and every building in the said layout.
- iii) Such provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the said premises hereby agreed to be sold into whose hands whomsoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to hereinabove.

- iv) A declaration that the Purchaser shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighboring or adjoining premises of the Owner/Developer for building or other purposes and a declaration that the access and user of the light and air to and for the apartments / tenements etc. purchased by the Purchaser is enjoyed under the express consent of the Owner/Developer .

17.3 The Advocates for the Owner/Developer shall prepare, engross and approve all documents which are to be or may be or may be executed in pursuance of this Agreement with respect to final conveyance as stated above. All costs, charges and expenses in connection with formation of the aforesaid Ultimate/Apex Body permissions and/or sanctioned under the Income Tax Act, 1961 and/or any other law for the time being in force and premium, if any, payable therefore as well as the costs of preparing engrossing, stamping and registering all the deeds or any other assurances, documents including the registration and stamp duty payable on this Agreement required to be executed by the Owner/Developer and/or the Purchaser as well as the entire professional costs of the said Advocates of the Owner/Developer in preparing and approving all such documents shall be borne and paid by the Ultimate/Apex Body or proportionately by all the Purchaser of premises in the said property. The Owner/Developer shall not contribute anything towards such expenses. The proportionate share as determined by the Owner/Developer of such costs, charges and expenses payable by the Purchaser/s shall be paid by him / her / it / them immediately on demand.

18. NAME OF THE PROJECT

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Owner/Developer herein have decided to have the name of the said project / scheme as “**TULIP**” and further erect or affix Owner/Developer's name board and writing at suitable places as decided by the Owner/Developer herein on any building/s and at the entrances of the scheme or on the terrace /roof or on water tank or in the lifts or any other place/s in any building/s.

The Purchaser/s or other tenement holders in the building or proposed ultimate organization of tenement purchasers or its successors are not entitled to change the aforesaid project / scheme name / name of the ultimate organization and remove or alter Owner/Developer's name board or writing in any circumstances. This condition is essential condition of this Agreement.

19. PAYMENT OF TAXES, CESSSES AND OUTGOINGS ETC.

a. After notice in writing is given by the Owner/Developer to the Purchaser/s that the said Apartment is ready for use and occupation, the Purchaser/s from date of possession shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Apartment/decided by the Owner/Developer) of all outgoings in respect of the said Apartment in the building/s and the said property viz. municipal taxes, other local/competent authority and/or government water charges, insurance, common lights, repair and maintenance of elevators, generators/battery backup and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management, if any, and maintenance of the said property and the building/s thereon including upkeep of the common amenities, viz. internal roads, street lights, garden area, payment for the electricity bills for common areas, water pumps, lifts etc.

b. For the said purpose the Purchaser/s has paid to the Owner/Developer provisional amount only for first year contribution of **Rs. -----/-** towards such outgoings. The Purchaser will give yearly contribution of next year while taking the possession . The amounts so deposited for such outgoings shall not carry any interest and remain with the Owner/Developer until conveyance of the building is made in favor of Co-operative society. The Owner/Developer shall transfer the remaining amount after making all the expenses to the said society. In case any amount falls short, the Purchaser/s shall be liable to pay additional contribution.

c. The Purchaser/s shall be liable to pay electricity bill of individual meters separately as per reading and Owner/Developer shall not be liable to pay the same.

d. In case of short of water supply, the Purchaser/s shall also be liable to contribute for the payment for arrangement of water made either through tanker or otherwise.

20. COVENANTS AS TO USE OF THE SAID APARTMENT

The Purchaser/s with intention to bind all persons into whomsoever hands the said Apartment comes and his assignees, successors – in – title, doth hereby covenant with Owner/Developer as follows:-

a. To maintain the said Apartment at Purchaser/s cost in good and tenantable repair and condition from the date of possession of the said Apartment being taken by Purchaser/s and shall not do or allow or suffer to be done anything in and / or to the staircase or any passage or compound wall of the building/s , internal roads, streets, lights, gardens, water mains, sewer lines, storm water drains and garden area etc. or any part of the building/s in which the said Apartment is situated which may be against the rules, regulations, or bye laws of the concerned local or any other authority or change, alter or make addition in and/ or to the building/s in which the said Apartment is situated.

b. Not to store in the said Apartment any goods which are of hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building/s in which the said Apartment is situated or storing of goods which are objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase , common passage or lift or any other structure of the building/s in which the said Apartment is situated including entrances of the building/s and in case of any damage caused to the building/s on account of negligence or default of the Purchaser/s in that behalf, the Purchaser/s shall be liable to pay or make good the damage incurred or caused due to the default of the Purchaser/s whatsoever.

c. To carry out the Purchaser/s own cost, all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Owner/Developer to the Purchaser/s and in tenantable repair and shall not do or allow or suffer to be done anything in the said Apartment or to the building in which the said Apartment is situated, or carry out the repairs and changes in the said Apartment which may be forbidden by the rules and regulations and bye laws of the concerned local authority or other public authority which may endanger the premises above, sidewise or below the said Apartment. In the event of the Purchaser/s committing any act in contravention of the above provisions the Purchaser/s shall be responsible and liable for the consequences thereof interalia to the concerned local authority and / or public authority.

d. Not to demolish or cause to be demolished the said Apartment 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 Apartment or any part thereof nor any alteration in the elevation, and outside color scheme of building in which the said Apartment is situated and shall keep the Apartment, sewers, drains , pipes in the said Apartment and appurtenances thereto in good and tenantable repairs and conditions so as to support, shelter and protect other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC pardis or any other changes in the basic structure of the said Apartment/ building and in the common areas without prior written permission of the Owner/Developer and / or Society or the limited company or the local authority as the case may be.

e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building/s in which the said Apartment is situated or any part thereof whereby any increased 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 Apartment in the compound or any portion of the said property and the building/s in which the said Apartment is situate.

g. Pay to the Owner/Developer within 7 days of demand by the Owner/Developer , Purchaser/s share of security deposit and/or other charges demanded by the concerned local authorities or Government for giving water, electricity or any other service connection to the building in which the said Apartment is situated.

h. To bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned local authority, and/or Government and/or other public authorities on account of change of user of the said Apartment by the Purchaser/s or otherwise, other than for purpose for which it is sold.

i. To observe and perform all the rules and regulations which Society, limited company or apex body or federation may adopt at its inception and the additions, alterations, or amendments thereof that may be made from time to time for the protection and maintenance of the said building/s and the Apartment therein and for the observance and performance of the building rules and regulations and bye – laws for the time being of the concerned local authorities and Government and other public bodies and to observe all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Apartment and common premises in the building/s and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoing payable by the Purchaser/s in accordance with the terms of the Agreement.

21. SPECIFIC COVENANTS:

a. The Purchaser/s herein agrees and covenants that for safety reasons, he/she/they shall not be allowed to visit and inspect the said Apartment during the course of construction except with prior permission of the Owner/Developer and on a pre appointed time and date only.

b. The Purchaser/s shall not be entitled to carry out any modification or changes in the said Apartment during or after the construction of the said Apartment without the prior written permission and consent of the Owner/Developer. All modifications and changes shall only be carried out at the discretion of the Owner/Developer .

c. There is a possibility that there may be some drainage lines, water lines or other utility lines under and above the car parking which are allotted to the Purchaser/s in the manner as stated in this agreement and the Purchaser/s after taking possession thereof shall permit the Owner/Developer and or their nominees or the maintenance agency to access the same for repairs and maintenance and for the same the Purchaser/s shall temporary remove his/her/their vehicles from the car parking for carrying on maintenance works and repairs.

d. The grant of completion/ occupation certificate by the concerned authority, in respect of the said Apartment shall be conclusive proof as to completion of construction of the said Apartment.

e. The Purchaser/s is/are hereby prohibited from raising any objection in the matter of sale of premises, flats, units, covered parking spaces, adjoining balconies/ terrace/s, space/s for advertisement, installation or wireless communication towers or any others space/s whether constructed or not and called under whatsoever name, etc. 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. For the aforesaid purpose the Purchaser/s is/are by executing these presents has/have given his/her/their irrevocable consent for the same a separate consent is not required.

f. Any delay tolerated or indulgence shown or omission on the part of the Owner/Developer in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Purchaser/s by the Owner/Developer shall not be construed as the waiver on the part of the Owner/Developer of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Owner/Developer .

g. Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Owner/Developer shall have all the rights under this agreement and other agreements in respect of the other premises shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the premises in the building is received by the Owner/Developer .

h. The Owner/Developer herein has not undertaken any responsibility nor have they agreed anything with the Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Owner/Developer other than the terms and conditions expressly provided under this agreement.

i. If any adjacent balconies/terrace has/have allotted by the Owner/Developer to the purchaser/s of any Apartment in the building, such respective buyer and occupier of the such Apartment shall use the adjoining balconies/terrace and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the adjoining balconies/terrace, to use any part of the adjoining balconies/terrace or parapet wall as the part of the flower bed and if any such buyer or occupier of Apartment holder in the building commits breach of this condition, the Owner/Developer herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective Apartment buyer or occupier and recover the cost of removal from such buyer or occupier. In light of this condition, the Purchaser/s herein undertakes to abide by aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as a exclusive right to use the adjoining balconies/terrace, parking space etc. along with the said Apartment, if any.

j. The Purchaser/s is aware that some or all of the attached terraces/balcony/dry balconies of certain floors may directly be exposed to sky and the Purchaser/s are prohibited from hanging anything from the same.

22. NOT TO TRANSFER, ASSIGN BY THE PURCHASER/S

The Purchaser/s without the written permission of the Owner/Developer shall not let, sub let, transfer, assign or part with Purchaser/s interest or benefit factor of this Agreement or of the said Apartment or part with the possession of the said Apartment or any part thereof until all the dues payable by the Purchaser/s to the Owner/Developer under this Agreement are fully paid up and only if the Purchaser/s has not been guilty of breach or non observance of any of the terms and conditions of this Agreement until the Purchaser/s has obtained specific permission in writing of the Owner/Developer for the said purpose.

In case after the possession of the said Apartment is handed over to the Purchaser/s and the Purchaser/s let out or rent or lease or give on leave and license basis the said Apartment, then in such an event, the Purchaser/s shall inform in writing to the Owner/Developer or the ultimate organization the details of such tenant or licensee or care takers.

23. RIGHT OF THE OWNER/DEVELOPER TO ENTER

Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Company, the Allottee/s shall permit the Owner/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee/s shall permit the Owner/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

24. AGREEMENT NOT TO CONSTRUED AS GRANT

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said property and/or building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to the Purchaser/s and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Owner/Developer until the said structure of the building is transferred to the Society/Limited Company or other body and until the said property is transferred to the Apex Body /Federation as hereinbefore mentioned.

25. AUTHORITY OF THE OWNER/DEVELOPER

The Purchaser/s admits that either the Owner/Developer and/or any of its representatives, agents, authorized persons, workers, etc, shall have every right to enter the said property and/or said building/s being constructed thereon, and/ or any premises, common areas and facilities, including top terrace of said buildings, and supply material,

store raw material, equipments, etc. required for carrying out construction on any part of said building as stated herein above and also to store materials, keep their equipments, park their vehicles, machineries required for construction work in basement/ parking areas/common areas of said scheme till the entire project is completed and the Purchaser/s hereby state, declare and confirm that the Purchaser/s shall not create any hindrances, obstructions, etc thereof nor file/raise any issues, dispute, grievances, complaints thereof.

The Owner/Developer , subject to the rules and regulations for the time being in force in that behalf, shall be entitled to change the use of any portion of the said building/s for any other purposes at the absolute discretion of the Owner/Developer but subject to the rights of the Purchaser/s in respect of the said Apartment hereby agreed to be sold.

26. RIGHTS OF UNSOLD APARTMENT

In the event of the any ultimate organization of tenement purchasers being formed and registered before the sale and disposal of all the units in the building all the power, authorities and rights of the unit purchaser/s herein shall be always subject to the Owner/Developer's over all right to dispose of unsold tenements and un-allotted parking space/s, adjoining balconies/ terrace/s, space/s for advertisement, installation of wireless communication towers etc. and all other rights thereto. The Purchaser/s or any other tenement holder in the building or ad-hoc committee or Society or the maintenance company as the case may be shall have no right to demand any amount from the Owner/Developer herein in respect of the unsold flats/premises towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc. The Purchaser/s and/or Co-Operative Society formed shall admit such purchaser/s as a member of the society by accepting admission fees and value of the shares. In no case, the society or the purchaser/s shall be entitled to ask for transfer fees for admission of such purchaser/s as a member of the society.

27. NOT TO CLAIM PARTITION

The Purchaser/s shall not at any point of time be entitled to claim partition of his/ her/ their interest in the said Apartment and / or in the said property and it is hereby agreed and declared that the interest of the Purchaser/s in the said Apartment and in the said property and in the building/s thereon is undivided/non-separable.

28. FORBERANCE NOT BE CONSTRUED AS WAIVER

Any delay tolerated or indulgence shown by the Owner/Developer in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s by the Owner/Developer shall not be construed as a waiver or acquiescence on the part of the Owner/Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s and shall not in any manner prejudice the rights of the Owner/Developer .

29. OWNER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Owner/Developer executes this Agreement the Owner/Developer shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such said Apartment.

30. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

31. RIGHT TO AMEND

This Agreement may only be amended through written consent of the parties.

32. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said project shall equally be applicable to and enforceable against any subsequent purchaser/s of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

33. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the rules and regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the rules and regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

34. FURTHER ASSURANCES

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order

35. TAX DEDUCTED AT SOURCE:

If any deduction of an amount is made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Owner/Developer under this Agreement the same shall be acknowledged/credited by the Owner/Developer, only upon Purchaser/s submitting Original Tax Deducted at Source Certificate and the amount mentioned in the Certificate is matching with Income Tax Department site to that effect.

Provided further, that at the time of handing over the possession of the said Apartment for fit-out, if such Certificate of TDS is not produced to the Owner/Developer , the Purchaser/s shall deposit equivalent amount as interest free deposit with the Owner/Developer and which deposit shall be refunded by the Owner/Developer on the Purchaser/s producing/furnishing such Certificate within 4 (four) months of the possession of the said Apartment being handed over after obtaining completion certificate. Provided further that in case the Purchaser/s fail/s to produce such TDS Certificate within the stipulated period of 4 (four) months, the Owner/Developer shall be entitled to appropriate the said deposit against the receivable from the Purchaser/s.

36. WAIVER NOT A LIMITATION TO ENFORCE

The Owner/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser/s in not making payments as per the payment plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser/s that exercise of discretion by the Owner/Developer in the case of one Purchaser/s shall not be construed to be a precedent and /or binding upon the Owner/Developer to exercise such discretion in the case of other Purchaser/ss.

Failure on the part of the Owner/Developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

37. NOTICES

That all notices to be served on the Purchaser/s and the Owner/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Owner/Developer by registered post and/or on the e-mail address specified below:

Owner/Developer - MR. -----

Address - -----
e-mail - -----

Purchaser/s – -----

Address - -----
e-mail – -----

The Purchaser/s and the Owner/Developer shall inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post / on e-mail, failing which all communications and letters posted at the above address shall be deemed to have been received by the Owner/Developer or the Purchaser/s, as the case may be.

38. JOINT PURCHASER/S

That in case there are joint purchaser/s, all communications shall be sent by the Owner/Developer to the Purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

39. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force. This Agreement shall always be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 and the Maharashtra Rules, 2017 made there under.

40. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

41. BROCHURE/ADVERTISING MATERIAL

It is specifically acknowledged by the Purchaser/s that the Purchaser/s has/have purchased the said Apartment from the Owner/Developer on the basis of the specifications, plans, layout, amenities, and all other details regarding the said flat/project communicated and disclosed by the Owner/Developer to the Purchaser/s and mentioned in this agreement. The Purchaser/s hereby further acknowledges that the Purchaser/s is not influenced and/or the Purchaser/s has not acted upon the brochure/advertising material seen by the Purchaser/s prior to the execution of this agreement in respect of the said flat/project and the said brochure/advertising material has already been withdrawn by the Owner/Developer and the Purchaser/s undertakes not to raise any claim based upon the said brochure/advertising material.

42. REGISTRATION OF THE AGREEMENT

The Purchaser/s and/or the Owner/Developer shall present this Agreement at proper registration office for registration within 4 months from the date of executing of this agreement as prescribed by the Registration Act and the parties hereto shall attend such office and admit execution thereof. The Purchaser/s shall present this agreement within the time limit prescribed by the Registration Act and pay adequate stamp duty and registration charges and all other taxes and charges which are /shall be made applicable and the Owner/Developer and Purchaser/s shall attend such office and admit execution thereof on receiving intimation from the Purchaser/s to that effect. The Owner/Developer in any case will not be liable or responsible for non-payment of the requisite stamp duty and registration charges and other government charges which are applicable.

43. LOCATION AND STAMP DUTY

The said Apartment is residential premises. The rate for computation of market value for purpose of stamp duty is **Rs. 48,140/-** per sq. mtrs. as per ready reckoner zone/division No. 26/410 Hence the market value for the purpose of stamp duty is **Rs. -----/-** the agreed value of consideration is **Rs. -----/-** Proper Stamp duty of **Rs.-----/-** is paid on the higher value by Purchaser/s. Registration charges of **Rs. 23,700/-**

44. PAYMENT OF STAMP DUTY, REGISTRATION FEE & LEGAL CHARGES

The Purchaser/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Owner/Developer in favour of Allottee or Society as may be formed in which the Purchaser/s will be the member.

45. DETAILS OF SCHEDULE AND ANNEXURES TO THIS AGREEMENT

DETAILS OF SCHEDULES

SCHEDULE	PARTICULARS
Schedule (I)	Description of Project Land
Schedule (II)	Description of Unit /Apartment/
Schedule (III)	Common Areas and Facilities to the project
Schedule (IV)	Specifications and Amenities to be provided to the said Apartment to be purchased by the Allottee/s as approved by the concerned local authority.

DETAILS OF ANNEXURES

ANNEXURE	PARTICULARS
Annexure – A	Title Report
Annexure – B	Copies of 7/12 extracts of the said property.
Annexure –C-1	Authenticated copies of the plans of the layout as approved by the concerned local authority & Society Registration Certificate
Annexure – C-2	Authenticated copy of floor plan of the said apartment
Annexure – D-1	Copies of Commencement Certificates
Annexure – D-2	Copy of the N.A. order of the said property.
Annexure-E	Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority

SCHEDULE - I
[THE SAID PROPERTY]

All that piece and parcel of the property bearing Plot no. A-30 (Phase-1) of area admeasuring 4965 sq. ft. i.e. 461.49 sq. mtrs. out land bearing S no. 18/4B, 19/2 and 19/3/1, situated in the society known as “Border Roads Co-operative Housing Society Ltd.” and situated at Village- Dhanori, Tal. -Haveli, District –Pune and situated within the limits of Pune Municipal Corporation and within the jurisdiction of the Sub registrar, Haveli and which is bounded as follows.

ON OR TOWARDS EAST :- By Plot no. A-13
ON OR TOWARDS SOUTH :- By Plot no. A-30

ON OR TOWARDS WEST :- By Compound Wall
ON OR TOWARDS NORTH :- By 9 Meter Wide Road

SCHEDULE - II
[THE SAID UNIT/APARTMENT]

Flat no. ----- having carpet area of ----- i.e. ----- **sq. ft.** together with enclosed balcony/sit-out /Cup Board having carpet area ----- **sq. mtrs.** i.e. ----- **sq. ft.** , - and attached terrace having carpet area -----**sq. mtrs.** i.e.-----**sq. ft.** situated on ----- **floor** in the project to be known as “**TULIP** ”.

SCHEDULE - III
COMMON AREAS AND FACILITIES

(A) COMMON AREAS:

- i. The land under the building.
- ii. The footings, RCC structures and main walls of the buildings.
- iii. The Staircase columns and lift with lift room in the building.
- iv. The common sullge/drainage/water/electrical lines/ power back up.
- v. Common ground water storage tank and overhead tank.
- vi. Electrical meters, wiring connected to common lights.
- vii. Top overhead terrace.

(B) LIMITED AREAS AND COMMON FACILITIES:

- i. Partition walls between the two flats/units shall be limited common property of the said two flats.
- ii. Other exclusive and limited common areas as mentioned in the agreement.
- iii. All areas which are not covered under the aforesaid head Common Areas and Facilities are restricted areas and facilities.

SCHEDULE - IV
Amenities and specifications

• **Project Specifications &Amenities,**

- 1] RCC frame structure.
- 2] External wall 6” eco-friendly (Red Brick) block.
- 3] Internal wall in 6” brick.
- 4] External wall sand faced plaster.
- 5] Internal wall & ceiling in gypsum finish.

• **Electrical fittings:-**

- 1] Electrical concealed copper Polycab wiring with modular Switches.

- 2] Broad band point in living room and master bedroom
- 3] Ceiling fan point in all rooms.
- 4] TV cable point in living room and master bedroom.
- 5] Provision for electrical exhaust fan in kitchen & toilet
- 6] Electrical washing machine point in balcony.
- 7] Lights fitting on every Terrace,

- **Kitchen:-**

- 1] Granite top kitchen otta up to 8'length & 18"x24" stainless steel sink
- 2] Glazed tiles dado 2' above Kitchen otta.
- 3] Electrical power point for mixer & Fridge.

- **Flooring:-**

- 1] 2'x2' Double charged Vitrified tile flooring in Living, Kitchen, Bedroom,& Passage
- 2] Antiskid Ceramic flooring in Balcony/Terrace & Toilet floors.

- **Windows:-**

- 1] Heavy section Aluminum Sliding track , Mosquito net track with plain Glass.
- 2] Marble bottom sills for all room windows.
- 3] Safety M.S. Grills for all windows.

- **Bathroom & Toilets:-**

- 1] Glaze wall tiles up to 7'0" level in all bathrooms.
- 2] Anti-skid ceramic floorings for all bathrooms.
- 3] Concealed CPVC plumbing.
- 4] Jaguar equivalent bathroom CP fittings.
- 5] Good quality modern look sanitary fittings.
- 6] Glaze wall tiles up to 4' level in WC.
- 7] Provision plumbing for Hot water/solar water in bathroom.

- **Painting:-**

- 1] Internal walls Oil bound Painting.
- 2] External walls ACE painting.
- 3] Asian oil paint for all m.s. works.

- **Door & Door Frames:-**

- 1] All Door & Frames in Plywood with decorative flush doors.
- 2] Attractive main Entrance Door with premium quality fittings & fixtures.
- 3] Bathroom & WC frame in Granite with FRP doors shutters.
- 4] Hall door balcony in m.s French folding doors with powder coated.

- **Grills & Railings:-**

- 1] Oil painted MS safety grills 10mm sqms bars.
- 2] All balcony MS grills with Oil painting 3'6" height.

- **Lift:-**

- 1] Decorative SS cabin with panel sliding doors.

- **Entrance Lobby:-**

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED AND SEALED TODAY
HERE AT PUNE ON THE DATE AND DAY MENTIONED ABOVE.

Name and Signature	Thumb Impression	Photo
MR. CHETAN BARIKRAO WAGHMARE Sole proprietor OF ----- Owner/Developers		

Name and Signature	Thumb Impression	Photo
1. MR. -----		
2. MR. -----		

In the presence of WITNESSES :

1. Signature _____
 Name _____
 Address _____

2. Signature _____
 Name _____
 Address _____