

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made and executed at Pune this ____ Day of ____ 2017.

BETWEEN

1) SHRI. SACHIN ISHWARCHAND GOYAL, (PAN - ADBPG 7946 F) Age about 35 years, Occ: - Agriculturist & Business, **2)SHRI.ROHAN GOPIKISHAN AGARWAL, (PAN - AFTPG 3338 A)** Age about 31 years, Occ: - Agriculturist & Business, having its registered office at Office No.501 and 502, Fortune House, 117-A, Prabhat Road, Erandavana, Pune - 411 004.

Hereinafter referred to as the “**OWNERS**” (which expression shall unless repugnant to the context **or meaning thereof be deemed to mean and include** their respective legal heirs and executors, administrators and permitted assignees etc.)

... PARTY OF THE ONE PART

AND

M/S. PADMAVATI HOMES, (PAN - AAMFP2332C) a Partnership Firm registered under the provisions of Indian Partnership Act, 1932, having its registered office at Office No.501 and 502, Fortune House, 117-A, Prabhat Road, Erandavana, Pune - 411 004 through its partners -**1) SHRI. SACHIN ISHWARCHAND GOYAL, (PAN - ADBPG 7946 F)** Age about 35 years, Occ: - Agriculturist & Business, **2) SHRI. ROHAN GOPIKISHAN AGARWAL, (PAN - AFTPG 3338 A)** Age about 31 years, Occ: - Agriculturist & Business,

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

...THE PARTY OF SECOND PART

AND

1. Mr. -----
Age: ---- years; Occupation: -----
PAN No. -----

2. Mrs. -----
Age: --- years; Occupation: -----
PAN No: -
Both R/at. -----

Hereinafter referred to as “**THE PURCHASER/S**” (which expression unless repugnant to the context or meaning thereof shall mean and include his/her/their respective heirs executors, administrators.)

... PARTY OF THE THIRD PART

WHEREAS

A. All that piece and parcel of land admeasuring about 00 Hectare, 91 Aar out of total area of 1 Hectare, 27 Aar of Gat No. 733 having assessment of Rs.2 -19 paise situated at village Perne, Tal. Haveli, Dist. Pune situate within the Registration District Pune, Registration Sub District Tal. Haveli, within the limits of Zilla Parishad, Pune and Panchyat Samiti Haveli, Dist. Pune and within the limits of Office of Sub-Registrar Haveli (which is more particularly described in **SCHEDULE I** and hereinafter referred to as the **SCHEDULE I/SAID PROPERTY**), is owned **1) SHRI. SACHIN ISHWARCHAND GOYAL, 2) SHRI. ROHAN GOPIKISHAN AGARWAL** (hereinafter referred to as “**THE OWNERS**”); who are the Partners of the Consenting Party and the Consenting Party has provided all the funds to the Owners for Purchase of the said Schedule I Property and the said property is being developed by the Consenting Party through the Owners being the Partners of the Consenting Party (hereinafter the owners and the Consenting Party

are jointly referred to as the Developer/Promoter) for construction of a multi storied building complex named “PRISTINE PURVRANG”

- B. **AND WHEREAS** all that piece and parcel of Schedule -I Property is being developed by the Developer herein as the Complex named “PRISTINE PURVRANG”;
- C. **AND WHEREAS** as per Zone Certificate No. 15875 dated 30/11/2012 the Schedule I Property is in Agriculture and No Development Zone;
- D. **AND WHEREAS** by Letter bearing No. PHA/ Mouje Perne/733 (part)/ PK2436/15-16 dated 22/4/2016, the PMRDA approved the Layout of Schedule I Property, The said sanctioned layout is annexed hereto as **ANNEXURE G.**
- E. **AND WHEREAS** by Order bearing No.NA/SR/IV/172/2016 dated 01/06/2016, the Collector Pune granted NA permission for residential purpose for land admeasuring 9100 sq.mtrs i.e. said entire land.
- F. **AND WHEREAS** the Schedule I Property is demarcated and measured by Demarcation and Measurement Certificate dated 24/1/2014 bearing No.7020/2013.
- G. **AND WHEREAS**, the Developer has got approved from the PMRDA the plans and specifications, elevations, sections and details of the said building/s, to be constructed on the said subject land and the PMRDA has issued a Commencement Certificate No. PHA/Mouje Perne/733 (part)/PK2436/15-16 dated 22/4/2016.
- H. **AND WHEREAS** the Developer has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The Developer shall have right to change, amend and revise the sanctioned layout plans, construction plans and the Purchaser shall not withhold his consent without any reasonable objection. The Developer shall without disturbing the area and the location of the said unit have right to change, amend

and revise the said proposed layout plan, the proposed construction plans and got the same sanctioned and the Purchaser/s shall not withhold his / her / their consent for the same. The Developer shall form the co-operative society as the case may be of the Purchasers as per the wings and when the units are sold and buildings are completed then the Condominium shall be formed.

- I. **AND WHEREAS** the Developer has disclosed to the Purchaser/s that he has got the primary sanction of A, B and C residential buildings/wings. At present each residential building/wing has been sanctioned with G + 4 floors. Developer has also disclosed that he has got sanction of building in Amenity Space with G+4 floors and club house in open space. The Developer through this Agreement is giving the Purchaser full knowledge that after receiving the revised sanction the project and the building size shall be increased. The Developer has given the Purchaser full knowledge about the same and the Purchaser shall issue a No Objection Certificate / Consent Deed for the additional construction after the revision of the sanction plan.
- J. **AND WHEREAS** the Developer is developing the Said Property under the Name and style **Pristine Purvrang** comprising of three buildings Viz; A, B and C residential buildings/wings. At present each residential building/wing has been sanctioned with G + 4 floors. One building in Amenity Space with G+4 floors. Though Developer has right to develop the entire property, the promoter has decided to carry out Construction/development of A, B and C residential buildings/wings and is only subject matter of this agreement and the said project shall be known as “**PRISTINE PURVRANG PART 1** ” hereinafter referred to as “ Said Project” . As such there would be a phase wise construction on the said property. The Developer has further disclosed to the unit purchaser/s that the development of the said property shall be phase wise and the Developers shall have right to change, amend and revise the sanctioned layout plans, construction plans without any consent from the unit purchaser/s. The Developer shall form the co-operative society of unit purchasers subject to the provisions of Maharashtra Ownership Flats Act and The Real Estate (Regulation and Development) Act, 2016.

- K. **AND WHEREAS**, the copies of Certificate of Title issued by the Advocate of the Developer is annexed hereto as “**ANNEXURE A**”, floor plans of the unit/s agreed to be purchased by the Unit Purchaser approved by the PMRDA is annexed hereto as “**ANNEXURE B**”, N.A Order is annexed hereto as “**ANNEXURE C**”, the Commencement Certificate issued by PMRDA is annexed hereto as “**ANNEXURE D**”, Details of the said accommodation are mentioned in **SCHEDULE II** , Amenities of the flat and common amenities are mentioned in **SCHEDULE III A**, the specifications of the said accommodation are mentioned in **SCHEDULE IV**, 7/12 extract of said property showing the title of the Owner and Developer is annexed hereto as “**ANNEXURE E**” and the consent letter of the Purchaser is annexed hereto as “**ANNEXURE F**”. The sanctioned layout plan of the Schedule I property is annexed hereto as ‘**ANNEXURE 'G'**’. Any other relevant revenue records showing the nature of the title of the Developer to the said property, on which the units are constructed, are separately shown to the Purchasers.
- L. **AND WHEREAS** the Purchaser has before execution of these presents independently scrutinized the foregoing/necessary documents with the help of its Advocate and has completely satisfied itself in respect of the title of the Developer to the Schedule I Property and his right to construct a building project thereon and his right to sell the constructed Flats/Units and of the due compliance by the Developer of the relevant provisions contained in the said Acts and Rules.
- M. **AND WHEREAS** in pursuance of the Sanctioned Plan the Promoter has started construction of “**PRISTINE PURVRANG PART 1**”, consisting of Multistoried Buildings having Residential Units on the Schedule I Property.
- N. **AND WHEREAS** the Developer has obtained registration from the Real Estate Regularity Authority vide Registration No. _____. The Developer has provided all the documents mentioned in Sec. 4 (2) of the Real Estate (Regulation and Development) Act to the said authority along with its application for registration. The Developer has also submitted his declaration under Sec. 4 (2) (I) to the said authority. The

Developer has created a web page on the web site of the said authority and has entered all details of the proposed project as provided under Sub Sec. (2) of Sec. 4 of the Real Estate (Regulation and Development) Act which is available for public viewing.

- O. **AND WHEREAS** the Purchaser is desirous of acquiring right, title interest in Residential Premises bearing **Unit No. -----**, having carpet area admeasuring ----- **Sq.Mtrs**, (the “carpet area” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser/s or Verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.) along with exclusive right to use adjacent open Terrace admeasuring about ----- **Sq. Mtrs**, Enclosed Balcony Area of about ----- **Sq. Mtrs.** ----- and other usable area ----- **Sq. Mtrs.** situated on -----**Floor** of building “**A**” in the said project. “**PRISTINE PURVRANG PART 1**” situated on Schedule I Property and the abovementioned unit is more particularly described in Schedule II written hereunder and hereinafter referred to as the **SAID ACCOMMODATION / SAID UNIT** and has made an offer to the Developer.

AND WHEREAS the Developer has accepted the offer of the Purchaser and agreed to execute an Agreement for Sale with the Purchaser subject to the terms and conditions mentioned hereinafter.

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

1. CONSTRUCTION AS PER APPROVED PLANS: -

The Developer has commenced the Construction of the said multistoried building/s on the said land in accordance with the plans, designs, specifications, approved by the PMRDA and as per ensuing building plans which have been seen & approved by the Unit Purchaser/s subject to such variation, alterations and modification as the Developer may consider necessary or as may be required by the concerned authorities to be made in them or any of them and duly certified by the Architect/Engineer.

2. CONSIDERATION OF THE SAID ACCOMMODATION: -

Relying upon the Purchaser/s representations and the assurances, the Developer herein has agreed to sell and the Purchase/s herein has/ have agreed to purchase a Flat in the construction scheme known as **“PRISTINE PURVRANG PART 1”** a residential Flat bearing **Unit/ Flat No -----** admeasuring carpet area admeasuring ----- **Sq. Mtrs.** along with exclusive right to use adjacent open Terrace admeasuring about ----- **Sq. Mtrs.** Enclosed Balcony Area of about ----- **Sq. Mtrs.** and other usable area ----- **Sq. Mtrs.** situated on ----- **Floor** of building “-----” which is more particularly described in “Schedule II” written hereunder and herein after the aforesaid premises referred to or called as **“THE SAID ACCOMMODATION”** at or for total consideration of **Rs. -----/- (Rupees ----- Only)** including the price for the proportionate share in the said land subject to the encumbrances of restricted areas and facilities and further including price of common areas and facilities appurtenant to the said accommodation and also including the expenses for obtaining electric connection from M.S.E.D.C.L., but excluding the amount of Stamp Duty and Registration, Amount of Taxes such as GST and Amount of Legal Charges and amount of annual maintenance which shall be paid by the Purchaser/s to the representative authorities directly or to the promotion. The nature, extent and description of the common areas and facilities are more particularly described in Schedule III A, Limited Common Areas And Facilities are described in Schedule IIIB and restricted areas and facilities are more particularly described in Schedule III C written hereunder.

The above mentioned price is a unit price which is escalation-free, save and except increases which the Unit Purchaser/s hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Unit Purchaser/s for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Unit Purchaser/s, which shall only be

applicable on subsequent payments. The Developer may charge the Unit Purchaser/s separately for any up gradation/ changes specifically requested or approved by the Unit Purchaser/s in fittings, fixtures and specifications and any other facility which have been done on the Unit Purchaser/s request or approval but which have not been agreed upon herein or as shown in the website of the registered authority and the area mentioned is for the purpose of paying Stamp Duty as prescribed by the registration authorities and this is not a Sq. Ft. deal but a package deal and on the terms and conditions hereinafter appearing. It excludes the amount of stamp duty, registration charges, amount of G.S.T., and Legal Charges and amount of maintenance, as applicable which shall be paid by the Purchaser/s to Developer as and when asked for. The Developer & the Unit Purchaser/s agreed not to question or challenge the said consideration since the same having been settled on lump sum basis considering all aspects and other terms of the agreement. The present Agreement is not a construction agreement or works contract or service contract and the Property in the said building as well as in the said unit would vest only with the Developer and would pass on to the Unit Purchaser/s only on the execution of the Conveyance Deed. Despite the said legal position, if any taxes are levied on the present agreement then the Unit Purchaser/s shall be liable to pay the same.

The agreed consideration of the said unit / accommodation has been fixed by the parties hereto by considering the set off of GST as may be applicable from time to time and the Developer has already passed on the benefit of set off of GST to the Unit Purchaser/s. It is therefore agreed between the parties hereto that the Developer shall be entitled to get the set off/ credit of the GST paid on these presents and the Unit Purchaser/s shall not have any claim over the same. The Unit Purchaser/s has/have agreed to pay the GST by separate payments to the Developer. It is also agreed between the parties hereto that, the Unit Purchaser/s herein shall bear and pay the amount of GST as applicable on every installment of payment of consideration. If at any time, after execution of this agreement GST increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/ duty/

charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said property or the said tenement or this agreement or the transaction herein, shall exclusively be paid/borne by the Purchaser/s. The Purchaser/s hereby, always indemnifies the Developer from all such levies, cost and consequences.

The Developer shall intimate the Flat Purchasers about the imposition of any other taxes that may be levied due to construction of the present Agreement or by any amendment to any of the tax laws by the Government. The Flat Purchaser shall pay the said tax to the Developer within 7 days from the date of intimation. If the Flat Purchaser fails to pay the said tax within the stipulated period then their shall remain a lien or charge of the said arrears on the said flat in favour of the Developer and the Developer shall be entitled to recover the same from the Flat Purchaser with interest thereon.

3. PAYMENT IN INSTALLMENTS:-

The Purchaser/s herein is well aware that construction of the Building on the said land is in progress and considering this aspect the purchaser has / have agreed to pay the aforesaid agreed consideration to the Developers herein the following manner

Sr. No.	%	Amount in Rs.	Particulars
1.	10%	Rs. -----/-	Before signing the Agreement
2.	20%	Rs. -----/-	Paid by the Unit Purchaser/s to the Developer on signing the Agreement.
3.	15%	Rs. -----	Within 8 days from the Commencement of PLINTH WORK of the building in which said accommodation is situated
4.	5%	Rs. -----/-	Within 8 days from the Completion of FIRST SLAB

			including podiums and stilts of the building or wing in which said accommodation is situated
5.	5%	Rs. -----/-	Within 8 days from the Completion of THIRD SLAB including podiums and stilts of the building or wing in which said accommodation is situated
6.	5%	Rs. -----/-	Within 8 days from the Completion of FIFTH SLAB including podiums and stilts of the building or wing in which said accommodation is situated
7.	5%	Rs. -----/-	Within 8 days from the Completion of SEVENTH SLAB including podiums and stilts of the building or wing in which said accommodation is situated
8.	10%	Rs. -----/-	Within 8 days from the completion of the walls, internal plaster, floorings doors and windows of the said accommodation.
9.	5%	Rs. -----/-	Within 8 days from the Completion of the sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said accommodation.
10.	5%	Rs. -----/-	Within 8 days from the completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said accommodation is located
11.	10%	Rs-----/-	Within 8 days from the completion of the lifts, water pumps, electrical fittings, electro, mechanical and environmental requirements,

			entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of the Sale of the building or wing in which the said accommodation is located
12.	5%	Rs. -----/-	To be paid against and at the time of handing over the possession of the accommodation to the Allottee on or after receipt of Occupancy Certificate or Completion Certificate On Possession of the accommodation.
	Total	Rs. -----/-	Rs. -----/-

The Purchaser shall pay the aforesaid amount of consideration on due date without any intimation from the Developer and in case the Developer given the written intimation of the Purchaser calling upon the Purchaser to make the payment then the Purchaser shall pay the aforesaid amount within 07 days from the receipt of intimation. Payment is the essence of contract. The Unit Purchaser/s shall issue cheques / D.D.s for the each of the installments and after the realizations of the said Cheques / D.D.s,. The said total amount of consideration is subject to increase due to the escalations / increases due to increase on account of development charges payable to the Competent Authority and / or any other increase in charges which may be levied or imposed by the competent authority, local bodies / government from time to time. The Developer undertakes and agrees that while raising a demand on the Unit Purchaser/s for increase in development charges, costs or leave imposed by the competent authorities etc. the Developer shall enclose the said notification / order / rule / regulations published / issued in that behalf to that effect alongwith the demand letter being issued to the Unit Purchaser/s.

4. OBSERVANCE OF ALL CONDITIONS IMPOSED BY LOCAL AUTHORITIES:

It is hereby agreed that the Developer and the Unit Purchaser/s shall observe, perform and comply with all the terms, conditions, stipulations, and restrictions, if any, which have been or which may be imposed by the concerned local authorities at the time of sanctioning of the plans or any time thereafter or at the time of granting Completion Certificate. The Unit Purchaser / s shall not be entitled to claim possession of the said Unit until the completion certificate in respect of the said Unit is received by the Developer and the Unit Purchaser pays all the dues payable under this agreement in respect of the said Unit to the Developer and is not guilty of breach of any of the terms of these presents.

5. F.S.I: -

The Developer has shown the sanctioned plan to the Flat Purchaser which shows the Floor Space Index (FSI) presently available & unutilized F.S.I in respect to the said land. The Developer hereby declares that the Floor Space Index available and sanctioned as on date in respect of the project land is 6702.52 square meters only. The Developer has attached the Sanctioned Layout Plan to these presents as ANNEXURE G. The plan of the said Premises is subject to amendments and changes as may be stipulated by the sanctioning authorities, Government, local authority and / or the requirements of the Developer. The Unit Purchaser/s has/ have agreed to purchase the said Apartment based the proposed construction and sale of apartments to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only. The Purchaser hereby agrees and gives his specific irrevocable consent, through the present Deed by executing a No-Objection Certificate/ Consent Deed, is attached ANNEXURE F, to the Developer to carry out such amendments, alterations, modifications and / or variations in constructing the said Premises, said Building on the said property and / or to the layout plan and / or to the Building plans (whether or not envisaged and / or constructed at present), provided that the location and the area / size of the said Premises agreed to be purchased by the Purchaser is not in any manner adversely affected. The Purchaser agrees that the said consent is

irrevocable. It is disclosed by the Developer to the Purchaser/s that the amenity space in the said lay out or in the proposed lay out shall be developed by the Developer by getting the construction plans sanctioned from the appropriate authority and the Unit Purchaser/s consent/s to the same. The Developer shall sell the units in the building constructed on the said amenity space to any third party at any price as he may deem fit and the Purchaser / s shall not have any concern with it. It is further disclosed by the Developer to the Unit Purchaser / s that at the option of Developer, the amenity space can be developed by the Developer himself or can be handed over to the Government / Semi Government as the case may be and appropriate additional F.S.I. could be obtained for construction on the said property. The Developer shall exercise the said option at the time of completion of the project and accordingly may construct the amenity space himself by getting the construction plans sanctioned on the amenity space and construct thereon and sell the units therein any bonafide Purchaser/s at any price that he may deem fit.

6. T.D.R. / FUTURE F.S.I. : -

The Developer hereby declare that the Floor Space Index available in respect of the said property is used only for the said Project and no part of the said Floor Space Index has been utilized by the Developer elsewhere for any purpose whatsoever. The residual F.A.R. (F.S.I.) in the plot of the layout not consumed will be available exclusively to the Developer at all times. Developer may utilize future FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme or F.S.I. that may become available due to the handing over of roads etc. as mentioned in the Development Control Regulation or based on execution of increased FSI which may be available in future or modification to Development Control Regulations which are applicable to the said project. The Developer has disclosed to the Unit Purchaser/s that the part of the F.S.I. shall become available only after happening of certain events during the construction of the said project and after such events happened, the Developer shall get the construction plans revised from the appropriate authority, without disturbing the area and location of the said accommodation and the Unit Purchaser/s shall give his No Objection without any delay. The Developer shall also without let, hindrance or objection on any account

from the Unit Purchaser be entitled to avail and utilize the FSI / T.D.R, or any other benefit if allowed in future anywhere on the said Schedule I property or in/upon the proposed building/s. The Developer is entitled to utilize the residual TDR / FSI if any permitted as per revised D.C. rules & or the Developer is also entitled to put any additional floors for which adequate arrangement of amenities are already made and for putting such additional floors, the structural arrangement have already been made and the said construction is part of the said project & about the same Purchaser / s has / have got satisfied after seeing the necessary records of the Developer and have accorded their consent for making further construction over the building already sanctioned subject to the condition of Purchaser's tenement is not altered or changed.

7. THE SAID UNITS ARE AGREED TO BE SOLD SUBJECT TO: -

- a. Any scheme or reservation affecting the said property or any part or parts thereof made or to be made by any Authority concerned including the terms covenants stipulations and conditions contained in the Agreement/s relating to the said property.
- b. Its present user as residential and / or non-residential and / or other permissible users. Any relevant and necessary covenants as may be stipulated by the Developer for the more beneficial and optimum use and enjoyment of the said property (i.e. the said property together with the building thereon) in general and for the benefit of any class of holders of any flat/s and other flat/s as the case may be or any part thereof including the absolute and irrevocable right of the Developer to exclusively and absolute use and utilized as above enumerated the benefit of any enhanced FSI / FAR or to absorb and consume the TDR rights, if any, acquired on any portion/s of the said property.
- c. All rights of water, drainage, water course, light and other easement and quasi or reputed easements and rights of adjoining land Owner/s and their prospective members affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The Developer shall not be required to show the creation of or define or apportion any burden.

- d. All the covenants and conditions ensuring for the benefit of the said person / s as contained in the Agreement / s made between them and / or the Developer, Order of Layout and / or sub-division relating to the said property, Order of conversion and all terms and conditions stipulated by the Developer in respect of the common areas and facilities and amenities to be provided for the benefits of the said property or any part / s thereof.
- e. For the aforesaid purpose and all purposes of and incidental thereto, and / or for the more beneficial and optimum use and enjoyment of the various portions of the said property and / or any part / s thereof of the Developer in such manner as may be desired by the Developer, the Developer shall be entitled to grant, over, upon or in respect of any portion/s of the said property, all such rights, benefits, privileges, easements etc. including right of way, right of draw from or connect to all drains, sewers, water, electricity, telephone connections and/or installations and other service in the said property and/or any part/s thereof right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the said property and/or any part/s thereof for the more beneficial and optimum use and enjoyment of the same in such manner as may be desired by the Developer. The Developer shall, if they so desire, be also at liberty to form and incorporate one ultimate body hereinafter referred to in respect of the said property and/or any part/s thereof subject to the same being permissible by the authorities concerned and the Purchaser/s hereby irrevocably consent/s to the same. The term ultimate body shall be accordingly construed wherever such construction is permissible in relation to said term.
- f. It being made expressly clear that the ultimate body's transfer deed/s in respect of the said property viz. The said land and/or any part/s thereof with building thereon shall contain such provision which shall be accordingly framed and the burden thereof shall run with the land shall be binding upon all the persons who are the holders of their respective flat/s comprised in the said property as the Developer may reasonably require for giving effect to and/or enforcing the said restriction covenants and stipulations.

g. It is hereby recorded that the consideration factor arrived at between the parties hereto under these presents is suitably priced keeping into consideration the rights and obligations reserved and vested into each and therefore the Unit Purchaser shall have no right or remedy to defer or deny any obligation imposed on him since he has availed of the benefit factor of such obligation by reduction in the consideration hereunder.

8. CONVEY THE TITLE: -

The Developer hereby agree that they shall, after one year from the consumption of all the reserved FSI /TDR etc. on the Schedule I property by the Developer and in any event, the Developer shall consume all the F.S.I. and T.D.R. on the Schedule I property before execution of a conveyance and convey of the title of the said property together with structures in favor of Society/Limited Company to be eventually formed at the discretion of the Developer.

9. INTEREST ON AMOUNTS DUE: -

The Unit Purchaser / s agree / s to pay to the Developer with interest as prescribed under the Rules i.e. the State Bank of India Highest marginal cost of lending rate plus 2 % on all the amounts which become due and payable by the Unit Purchaser / s to the Developer under the terms of this agreement from the date the said amount is payable by the Unit Purchaser/s to the Developer. It is specifically agreed that the Developer shall be entitled to claim interest amount from the Unit Purchaser/s any time before handing over the possession of the referred Unit to them.

10. TITLE OF BUILDING: -

The name of the buildings under construction are and shall always remain as stated above and the name of the Co-operative Society/Limited Company formed and the said land hereditaments and premises together with the building or buildings and other structure constructed thereon shall bear the name **“PRISTINE PURVRANG PART 1”**. The Unit Purchaser's Co-operative Society/Limited Company as the case may be shall not change, alter or modify the said name without the prior written consent of the Developer at any time. The Unit Purchaser/s shall keep the front side and rear elevation of the said

building or building/s or other structures in which the said premises are situated in the same position only as the Developer construct and shall not at any time alter the position of the said elevation in any manner whatsoever without the consent in writing of the Developer. If the Unit Purchaser or any other Unit Purchaser/s of the other premises desire/s to put any grills or any windows on other places and/or desires to put Air-conditioners, the same shall be according to the design supplied by the Developer and in such places or in such manner as may be directed by the Developer.

In the event of the ultimate body being formed and registered before the sale and disposal of all the Units by the Developer in the said building the power and authority of the society so formed or of the Unit holders and the Unit Purchasers of the other flats in the building shall be subject to the overall authority and control of the Developer in respect of any of the matters concerning the said building/s, the construction and completion thereof and all amenities pertaining to the same and in particular the Developer shall have absolute authority and control as regards the unsold Units and other premises and the disposal thereof.

The Developer shall be liable to pay only the Grampanchyat Taxes/statutory taxes, at actual, in respect of the unsold flats and other premises and the token sum of Rs.11/- (Rs. Eleven Only) per month towards out goings in respect of the unsold Units. In case the Deed of Conveyance is executed in favour of the Ultimate Body, the disposal by the Developer of all the flats and other premises in the said building/s, then and in such case the Developer/Member in respect of such unsold premises and as and when such premises are sold, to the person of the choice and at the discretion of the Developer (the realizations belonging to the Developer alone) the Ultimate Body shall admit as members the Purchasers of such premises without charging any premiums or any other extra payment of whatsoever nature. The Developer shall not and will not be liable or required to pay any transfer fees, entrance fees or any fees or charges under any head and also will 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 other than the token sum of Rs. 11/- per month as mentioned above and also the allottees of such unit

shall be liable to pay maintenance from the date of allotment and delivery of possession. The Developer is developing the said property in Wing wise manner. It shall be the option of the Developer either to have one or three Ultimate Body/ies in respect of all or different group of Building/s to be constructed by the Developer as aforesaid on the said property or on the said layout land and to convey the said property or the said layout land to such ultimate body/society or to have separate Co-operative Housing Societies in respect of the different building/s/ flats to be constructed by the Developer, in which event, such different building or buildings / flats together with the land appurtenant thereto (to the extent and of the dimensions as may be decided upon by the Builders) shall be conveyed in favour of the separate bodies/Co-operative Housing Societies with adequate means of access to each of such building/s, with provisions for maintenance and repairs by the societies concerned of the water tanks, water and other pipes and amenities and giving access to the respective building/s. The provisions here in above contained in the proceeding clause, for conveying the said building/s and the said property described in the SCHEDULE I hereunder shall be subject to the provision of this clause.

11. TERMINATION OF AGREEMENT: -

Time for payment of each installment and other dues in terms hereof is the essence of the contract. The Purchaser/s shall make timely payments of the installments and other dues payable by him/her/them in terms of this agreement.

It is made clear that the chronology of the work may change as per convenience and in such case the Purchaser/s shall be bound to pay the installment. In case the Purchaser/s fail/s to pay any such installment in time, the same shall be considered as failure to pay in time. In the event of the Purchaser/s committing default in payment on due date / stages / schedule of any amount due and payable by the Purchaser/s to the Developer under this agreement (including his / her / their proportionate share of taxes levied by concerned local authority and other outgoings) or on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Developer shall be entitled at his own option to terminate this agreement.

Provided always that the power of termination hereinabove contained shall not be exercised by the Developer unless and until the Developer shall have given to the Purchaser/s fifteen days prior notice in writing of his intention to terminate this agreement by Registered Post A.D. at the address given in this Agreement for service or by e-mail of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within the time mentioned in such notice. If Purchaser/s fail/s to remedy the said breach within notice period from the receipt of notice, then the Developer shall be entitled to terminate these presents and shall refund the amount received till then by the Developer from the Purchaser/s after the deductions of 10% of the sale consideration of the Accommodation as liquidated damages and after deducting the amount paid towards the Stamp Duty, Registration, Legal Charges and the amount paid towards the taxes such as GST, on all the amounts. The Developer shall not be liable to pay any interest on such refund amount. Upon termination of this agreement and refund of aforesaid amount by the Developer, the Purchaser / s shall execute and register a Cancellation Deed in favour of the Developer canceling the present Agreement. Further the Developer shall be at liberty to dispose off and sell the said Accommodation to such person and at such price as the Developer may in their absolute discretion think fit after the execution and registration of the Cancellation Deed with the Purchaser/s.

Without prejudice to the right of the 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 prescribed under the Rules i.e. the State Bank of India Highest marginal cost of lending rate plus 2 % with quarterly rests on the installments which become due and payable by the Purchaser/s to the Developer till date of actual payment and the Developer may continue with these presents.

Without prejudice to the aforesaid, the Developer may at its absolute discretion accept payment with interest as mentioned

hereinabove on the amounts of installments in respect whereof a delay / default has been committed by the Purchaser for the delayed period. However this will not amount to waiver of any right or authority of the Developer including the right of the Developer to terminate the agreement and forfeit the earnest money nor will the same amount to waiver of specific condition that payment on time is the essence of the contract.

12. POSSESSION OF UNIT: -

The Developer shall give possession of the said Unit to the Unit Purchaser/s on or before ----- on receiving all the dues payable by the Unit Purchaser/s, to the Developer, if any. However, Unit Purchaser/s will not be entitled to claim or get the possession of his/her/their Unit till he/she/they rectify breach, if any, of any of the terms presents. The unit purchaser shall take the possession within 15 days or any additional period of days as may be allowed by the Developer from the date of intimation from the Developer that the said unit is ready for occupation, failing which the unit purchaser shall be liable to pay per month **Rs. -----/-** towards the maintenance of the said unit. In pursuance of these presents if the Developer fail or neglect to give possession of the Unit to the Unit Purchaser/s on account of reasons beyond their and/or their agents control as per the provisions of section 8 of Maharashtra Ownership Flats Act, and provisions of Real Estate (Regulations and Development) Act, then Purchaser/s shall have right to terminate this Agreement and the Developer shall be liable on demand to refund to the Purchaser the amount received by them in respect of the Unit along with interest as prescribed under the Rules i.e. the State Bank of India Highest marginal cost of lending rate plus 2% from the date the Developer has received the sum till the date the amount and interest is repaid. If the Unit Purchaser/s does/do not intent to withdraw from the project then the Developer shall pay the interest as specified in the rule on all the amounts paid by the Unit Purchaser/s every month of delay, till the handing over the possession.

Provided that the Developer shall be entitled to reasonable extension of time for giving possession of said Unit on the aforesaid date, if the completion of building in which the Unit is to be situated is delayed on account of:

- (i) War, civil commotion or local riots, heavy rain fall, fire, or act of God.
- (ii) Any notice, order, rules, notification of the Government and / or public or Competent Authority including the authorities under the Urban Land (Ceiling and Regulation) Act, 1976, Collector, or any disputes or matters relating to the property pending final determination by the courts or any other authorities.
- (iii) Changes in any rules, regulations and bye-laws of various statutory bodies and authorities from time to time then affecting the development and the project.
- (iv) Delay in grant of any NOC / permission / license / connection / installation of any services such as lifts, electricity & water connections and meters to the scheme / flat, Road NOC or Completion Certificate from appropriate Authority. Delay or default in payment of dues by the Unit Purchaser under these presents. (Without prejudice to the right of Developer to terminate this agreement)
- (v) Pendency of any litigation.
- (vi) Any act beyond control of the Developer.

13. USE OF FLAT / PARKING: -

That the Unit Purchaser / s shall use the Unit or any part thereof or permit the same to be used only for purpose allowed as per plan sanctioned by the local authority. He /she/they shall use the parking space only for purpose of keeping or parking his / her/their own vehicle and shall only park his/her/their vehicle in the parking space.

14. FORMATION OF CO-OPERATIVE SOCIETY/ LIMITED COMPANY/ APARTMENT CONDOMINIUM: -

The Unit Purchaser / s along with other Purchaser / s of the Unit / s in the building / s shall join in forming and registering the Co-operative Society / Limited Company / Apartment Condominium and for becoming a member including the bye-laws of the proposed Co-operative Society / Limited Company / Apartment Condominium and duly filled in, sign and return to the Developer within 8 days of the same being forwarded by the Developer to the Unit Purchaser/s so as to enable the Developer to register the said organization of the purchaser/s under section 10 of the said Act and the time limit prescribed by the Rule 8 of the Maharashtra Ownership Flats (Regulation of the Developer of Construction, Sale,

Management and Transfer) Rules 1964 shall not be applicable since these presents provide for the time limit. No objection shall be taken by the Unit Purchaser/s if any changes or modification are made in the draft Byelaws or the Memorandum and / or Article of Associations as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be or any other Competent Authority. The Developer shall have the right and discretion to form in singular or with separate identities from time to time sign and execute the application for registration and or membership and other papers of the documents necessary for the registration and complete the formalities required for that. The Developer shall, may in his discretion, form one society in full or separate societies for separate buildings / wings in respect of the buildings constructed on the said property. In case the Developer decides to form several the Co-operative Society / Limited Company / Apartment Condominium then there shall be formed a Federation of Societies and each of the societies from the buildings constructed on the said property shall send their representative to the Federation of the Co-operative Society / Limited Company / Apartment Condominium which shall be registered with Deputy District Registrar (Housing) Co-operative Societies, Registrar of Companies or any other concerned Authority. The decision taken by the Developer shall be final and binding on the unit purchaser/s. The charges of formation, registration, legal expenses, handing over, membership fees of the Co-operative Society / Limited Company / Apartment Condominium are included into consideration of flat.

After the formation of the Co-operative Society / Limited Company / Apartment Condominium of Unit Purchasers all the permissions in respect of sewage treatment plant, organic waste converter, Lifts, water and in respect of all the amenities provided by the Developer which requires renewal of permissions from the central government , state government , local authorities, Maharashtra Pollution Control Board and permissions from fire department shall be renewed by the said Co-operative Society / Limited Company / Apartment Condominium at its own costs and the said facilities and formalities shall be maintained by the said Co-operative Society / Limited Company / Apartment Condominium and its own expense.

15. CONVEYANCE IN FAVOUR OF CO-OPERATIVE SOCIETY / LIMITED COMPANY / APARTMENT CONDOMINIUM: -

Unless prevented by circumstances beyond the control of the Developer it is agreed that Co-operative Society / Limited Company / Apartment Condominium of unit purchasers will be formed and registered and the land covering the plinth area and the building thereon will be conveyed to such Co-operative Society / Limited Company / Apartment Condominium or its members within one year from and after (i) Completion of construction of the building and utilization of entire FSI and TDR permissible to be utilized on the said plot and by completing all the construction on the said property as per Development control Rules (whether previously got sanctioned or not) and the Unit Purchaser/s shall not withhold his/her/their consent without any reasonable cause, (ii) Sale of all units in scheme, (iii) Acceptance of the draft of sale deed / Deed of Declaration as the case may be by the Parties concerned (i. e. by Developer and Co-operative Society / Limited Company / Apartment Condominium) 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 Co-operative Society / Limited Company / Apartment Condominium of all the unit purchasers (whichever is later). After the executions of above Deed of Conveyances / Deed of Declarations and after the formation of Apex Body all the common facilities and the other amenities mentioned in Schedule - III A shall be transferred to the said Apex Body by executing appropriate document / indenture in favour of the said Apex Body. Thereafter the said Apex Body shall maintain the said common facilities and amenities as provided hereunder.

16. PROJECT / BUILDING MAINTENANCE:

Commencing 15 days notice in writing is given by the Developer to the Purchaser that the said tenement is ready for use and occupation the Purchaser shall be liable to bear and pay the maintenance charge of **Rs. -----/- (for ----- months)** for the share of outgoings in respect of the said land and building/s namely maintenance of lift, Lift Generator Backup, Open to Air Activity Zone, Landscaped Garden, Children Play Area, Round the Clock Security, Senior Citizens Seating, Solar Water Heater Provision, Paved and Landscaped Pathway, Rainwater Harvesting, Common Generator Back Up, Misc. Charges and it

excludes following items Property Taxes and other Local Authorities / Municipal Taxes concerned with the individual flat holders and Building/ Buildings, Insurances or Sinking Funds concerned with the individual flat holders and Building/ Buildings, Personal Water Charges / Bills and personal MSEDCL Bills, Internal Flat Maintenance. It is agreed by and between parties hereto the above mentioned amenities shall be completed by the Developers simultaneously with completion of the whole of the project but the necessary amenities like road, light, septic tank which are basic amenities shall be completed alongwith the construction of the building/s.

The abovementioned facilities and amenities are provided by the Developer for the use and enjoyment of the unit purchasers and as such any untoward incident and/or accident takes place or occurs, the Developer shall not be responsible for the same. The abovementioned facilities are common for all the Unit Purchaser/s and the Unit Purchaser/s shall have no objection for the same.

The Project / Buildings will be maintained by the Developer for the tenure of 2 years from the date of first possessions of the particular building/building/s and the expenses occurred in this respect are Non Accountable & Non Refundable. The cost of the said maintenance shall be payable by the Flat Purchaser to the Developer within fifteen days of giving notice of occupation of the said flat to him/her/ them.

17. CHANGE IN THE NAME OF PROJECT, BUILDING OR ELEVATIONS ETC.: -

The Name of the project and building shall be **“PRISTINE PURVRANG”** and this name shall hereafter remain irrevocable by the Unit Purchaser/s and this name shall not be changed without the prior consent of the Builder & Promoter/Developer. That the elevation of the proposed buildings shall remain the same and shall not be liable to be modified, altered or changed by the Unit Purchaser/s and the colour combination of the exterior portion shall always remain the same. The Unit Purchaser/s, in case of fixing grills, safety door, air-conditioners shall comply with the unique designs, colours and projections etc. decided by the Developer and the same is to be affixed at the conspicuous place as may be directed by the Developer.

18. STAMP DUTY & REGISTRATION CHARGES: -

At the time of registration the Unit Purchaser/s shall pay to the Developer the Unit Purchaser / s share of stamp duty and registration charges payable, on the Agreement, Conveyance or lease or any documents or instrument of transfer in respect of the said land and the Apartment to be executed in favour of the **“M/S. PADMAVATI HOMES”** and shall alone be held responsible for any difference in stamp duty / ies, penalties, if any on the count of Registration of this Agreement & on final Conveyance as the case may be.

19. MSEDCL CHARGES: -

The MSEDCL Charges is included in the Total amount of the flat. This amount is subject to increase by virtue of change made by State or Local Authority as the case may be before possession.

20. SPECIAL RIGHT OF THE DEVELOPER: -

The terrace or terraces, if any, adjoining with the units constructed on the said property along with the covered parkings which are under stilt, podium and any parking which is covered legally by whatever means shall be allotted by the Developer to the respective Unit Purchaser/s. The Developer shall be entitled to put up sign boards, hoardings or any other type of display on the said property at the conspicuous places for the advertisement of the project. The Agreement with the Unit Purchaser/s and other Purchasers of the premises in the said buildings and other structures shall be subject to the aforesaid rights of the Developer or his nominees or assigns who shall be entitled to use the said terrace or terraces and the Unit Purchaser/s shall not be entitled to raise any objection or to any change in the price of the said premises agreed by the Unit Purchaser / s or to any compensation or damages on the ground of inconvenience or any other grounds whatsoever. It is hereby further agreed that the Developer shall be entitled to either nominate any other person to obtain the benefit or the rights given and / or reserve in favour of the Developer under this clause or to assign the right and benefit hereby given to any other persons, such nominees or assigns shall be admitted as member of the **‘PRISTINE PURVARANG’** of unit purchasers in the same manner as the Developer admits the purchaser of the premises as its members in pursuance of the provisions hereinafter contained. It is further agreed by and between the

parties that if the permitted floor space index or density is not consumed in the building being put up and / or at any time further construction or additional F.S.I. / T.D.R. is made available due to change or modifications in D.C. Rules on the said plot is allowed the Developer shall always have the right to put additional storey and / or consume the balance / additional floor space index in any manner, the Developer may deem fit and in case of area under road widening, F.S.I. is available or any other F.S.I. / T.D.R. that may be allowed to the Developer either from the said referred property or the adjacent property of the Developer then the same is to be utilized by the Developer in the same building and the Unit Purchaser/s shall not withhold his consent without any reasonable cause. The Deed of Conveyances of the said plot is hereinafter mentioned shall be made subject to the aforesaid reservations.

21. IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- a) The Developer shall be entitled to transfer, assign, attach, dispose off and / or sell in any manner as they deem proper the said open spaces, terraces, parapet walls and other specified and unspecified spaces to anybody on the terms and conditions mentioned in the proceeding clause/s. The Unit Purchaser/s along with the other Purchaser/s or Purchaser/s of whatsoever kind in respect of the rights, title, interest of the Developer and/or its nominees or assigns in respect of matter mentioned in the proceedings clause/s hereby gives their consent to the same.
- b) The Developer shall become member of the Co-operative Society / Limited Company / Apartment Condominium, if the Developer transfers, assigns and disposes off the said open spaces unattached covered or open car parking, terrace, parapet walls or other specified or unspecified spaces at any time to anybody the assignees, transferee and / or the Purchaser / s thereof shall be admitted as member/s of the Co-operative Society / Limited Company / Apartment Condominium. The other Unit Purchaser / s will have no right to raise any objection to admit such assignee or transferee or allottee or Purchaser/s as member of Co-operative Society / Limited Company / Apartment Condominium.

- c) **IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO** that the Unit Purchaser shall be entitled to erect TV antennas only at such places as the Developer shall allow. Dish Antenna shall specifically not be erected without the prior written consent of the Developer. The Unit Purchaser shall not have any grievances as regards internal roads / s which can only be completed after all the buildings in the scheme are duly constructed. In case of exclusive open space / terrace / garden area / parking space rights agreed to be attached to any particular Unit Purchaser physical attachment thereof will be made only along with the agreed Unit to the Unit Purchaser/s attached thereof. All unattached terraces / parking spaces or open gardens / spaces / areas etc. shall remain exclusively owned by the Developer unless specifically attached to any Unit Purchaser and the Unit Purchaser shall not object and obstruct to the Developer for attaching or using the same in any manner as they may deem fit.
- d) The Developer has reserved the right to change and alter the building plan, the elevation, the amenities, the facilities at their sole discretion, provided however if there is any major change or changes on account of such revision of plan in the Unit of the Unit Purchaser, the same shall be communicated to the Unit Purchaser. The revision/modification/ changes in respect of such additions / alterations etc. shall be binding on the Unit Purchaser and the Unit Purchaser shall not be entitled to claim any damages or compensation from the Developer.
- e) The top terraces on the buildings shall always be common for all the Unit Holders in their respective buildings but the Developer / Societies right and authority to depute its representative to go to the terrace for the regular check up and upkeep, maintenance and for repairing the water storage tanks and lifts, T.V. / Dish Antenna etc. at all reasonable time.
- f) The Developer shall develop the open space and construct Club House or other such facility. The Developer as owner is and shall

be entitled to exclusively retain the open spaces and club house in the layout in the land and/or under the entire layout though the unit purchaser and other unit purchasers will be admitted as members thereof and allowed to use the facilities subject to rules thereof.

The Developer shall be entitled to avail of the FSI that may be granted on the said open space and internal roads and construct thereon a recreational/cultural hall, club house or any other construction as may be decided by the Developer in its absolute discretion and retain the same for its exclusive use and ownership. The said club house etc. and open space/s shall exclusively belong to the Developer. The Developer at its discretion may allow the use thereof for such use and consideration as the Developer in its absolute discretion may decide and the Purchaser has hereby given his irrevocable consent thereof. The Developer shall extend the facility of the open space/club house etc. to the unit purchaser/s and the purchaser herein shall pay his contribution for annual maintenance after the tenure of 2 years thereof in addition to the consideration and sums otherwise herein stipulated as per the rules and regulations formed by the Developer to run the club before delivery of possession.

- g) The drainage / water line of the said building/s in the scheme shall pass through the said property and the Unit Purchaser/s shall have no objection for the same. The amenities, common areas, internal roads and all the facilities are common for all the wings to be constructed on the Schedule I property under the name and style **PRISTINE PURVRANG**.
- h) The Unit Purchaser/s is/are aware and has/have agreed that the open space shall be owned by the Developers and the Developers shall be entitled to sell, transfer, assign the said open space and / or to develop the same as per the permissions and sell, transfer, assign the construction thereon in favour of any third party / parties and shall be entitled to accept the consideration thereof.

22. COVENANT AS TO THE USE AND MAINTENANCE OF SAID UNIT BY THE UNIT PURCHASER/S: -

The Unit Purchaser/s himself/herself/themselves with intention to bring all persons into whosoever hands the said Unit may come, do hereby covenant with the Developer as follows for the said Unit and also for the building in which the said Unit is situated:

- a) To maintain the said Unit by the Unit Purchaser/s at their own cost & keep the same in good tenantable repair and condition from the date of possession of the flat / garage / parking place is taken and shall not do or cause to be done anything in or to the building in which the flat is situated, staircase or any passage which may be against the rules, regulations or bye-laws or concerned local or any other authority or change / alter or make addition in the Unit itself and / or the building in which the Unit is situated or any part thereof.
- b) Not to store in / outside the said Unit / building / surrounding area 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 to 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 any other structure of the building and in case any damage is caused to the building or the Unit in account of negligence or default of the Unit Purchaser / s in their behalf, the Unit Purchaser / s shall be liable for the consequences of the Breach.
- c) To carry at his / their own costs all internal repairs to the said unit and maintain the said Unit in the same conditions, state or order in which it was delivered by the Developer to the Unit Purchaser / s and shall not do or cause to be done anything in or to the building in which the Unit is situated or the Unit itself which may be contrary to the given rules & regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Unit

Purchaser / s committing any act in contravention of the above provision, the Unit Purchaser / s shall be responsible and liable for the consequence thereof to the concerned local authority and / or other public authority.

- d) Not to demolish or cause to demolished the Unit or any part thereof, not at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Unit or any part thereof, or in or to the building in which said Unit is situated and not to make any alteration in the elevation and outside colour scheme of the building in which the Unit / s is situated and shall keep the portion, sewers, drains, pipes in the Unit/s and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support the shelter and protect the other parts of the building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC, paradise other structural members in the said Unit without the prior written permission of the Developer and / or from the managing Committee of the **“PRISTINE PURVRANG”** 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 land and building in which the Unit / s are situated 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 etc. in the compound or any portion of the said land and the building in which the Unit / s are situated.
- g) To bear and pay all local taxes, water charges, insurance and such other levies, if any, and any increase as applicable, which are imposed by the concerned local authority and / or Govt. or other public authority, on account of change of user of the Unit by the Unit Purchaser/s viz user for any purpose other than for the purpose allowed.

- h) The Unit Purchaser / s shall not let, sub-let, transfer, assign or part with other Purchaser / s interest or benefit factor of this Agreement or part with the possession of the Unit / s until all the dues payable by the Unit Purchaser / s to the Developer under this agreement are fully paid up and only if the Unit Purchaser / s has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until they have intimated in writing to the Developer and obtain their written consent. After delivery of possession of the said tenement by the Developer to the Purchaser/s herein in terms of this present, the Purchaser/s herein for whatsoever reason desire to grant the use of the said tenement to any third party/Bachelor/Student on leave and license basis or otherwise, prior written consent of the Developer till the formation of Co-operative Society and thereafter consent of the society in writing shall be required to be obtained by the Purchaser/s herein or owner of the said tenement as the case may be and further copy of such instrument shall be handed over to the Developer or society as the case may be and further the Purchaser/s herein shall inform to the concerned police station in writing as to the grant of use alongwith the details of the persons who intend to reside / use the said tenement.
- i) The Unit Purchaser / s shall permit the Developer and their surveyors and agents with or without workmen and others, at all reasonable items, to enter into and upon the said Unit and the said land and buildings or any part thereof to view and examine the state and condition thereof.
- j) Any obstruction, objection, nuisance etc, created or caused by the Unit Purchaser shall forthwith will be removed as asked for by the Builder & Developer / by the body members thereof suffering inconvenience on account of such cause.
- k) The Unit Purchaser shall not complain that any nuisance is being caused to him / them by reason of the fact that the Developer are carrying out the construction in respect of the Unit / Building / s and Structures nor shall he / she / they be entitled to complain about any loss of light and air or any other facilities on account of any construction by the Developer or his nominee / s.

- l) The covenants contained in this agreement to be performed on the part of the Unit Purchaser are enforceable not only against him / them but in case of his / her / their legal representative and against his / her / their estate. However the covenants contained in this agreement to be performed on the part of the Developer are personal and shall be enforceable only against the Developer, and only by the Unit Purchaser and no other person.
- m) The Unit Purchaser shall not decorate the exterior of his / her / their premises otherwise than in the manner agreed to by the Developer or in the manner as near as may in which the same as previously decorated nor will the Unit Purchaser hang out clothes, enclose balconies, paint walls, put planters or do such exterior treatments so as to change the elevation of the Building.
- n) The Unit Purchaser shall not demand to be compensated for any loss, damage caused by fire, riot, strikes, earthquakes, fluctuations in the temperatures, abnormal heavy rains or due to any other cause whatsoever after handing over possession of the Unit to the Unit Purchaser.
- o) The Unit Purchaser/s shall observe and perform all the rules and regulations which the Co-operative Society / Limited Company / Apartment Condominium or as the case may be, may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Units therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of the Government and other public bodies. The Unit Purchaser / s shall also observe and perform all the stipulations and conditions laid down by the Co-operative Society / Limited Company / Apartment Condominium regarding the occupation and use of the Unit Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this agreement.

23. INTIMATION FOR OCCUPATION: -

The Unit Purchaser/s shall take the possession of the said Unit within 15 days of the Developer giving written notice to the Unit Purchaser/s intimating that the said Unit is ready for use and occupation. The possession will be given only after clearing Total cost of Unit, Other Charges, Extra Work Charges, if any, Interest on due amounts delayed and unpaid installments, etc. The Unit Purchaser shall obtain the Possession Letter from the Developer otherwise without the Possession Letter; Possession will be treated as illegal. After the possession of the premises/building handed over, if any kind of work required to be carried out the same shall be carried out by the Purchaser in co-operation with the other purchaser/s of the said building at their own costs and the Developer shall not be in any manner liable or responsible for the same. Provided that if within a period of five years from the date of handing over the Premises or after handling the possession to the Purchaser, the Purchaser brings to the notice of the Developer any structural defect in the said Premises or the building in which the said Premises is situated or the defective use of material therein, then, wherever possible such structural defects shall be rectified by the Developer at their own cost. That the Unit Purchaser/s has/ have been made aware and that the Unit Purchaser/s expressly agree/s that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. The Developer shall not be liable to rectify any defects or for any structural defects which are additional carried out in the Premises by the Purchaser on his own wish and expenses. The structural defect liability means the RCC structure and slabs but will not include the outer plaster, inner plaster, paints, tiles, other fixtures and fittings provided in the Bathroom and W.C. etc.

24. NO GRANT TILL CONVEYANCE: -

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 of the said Land and Building or any part thereof. The Unit Purchaser / s

shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him/her/ them and subject to restrictions as imposed on the Unit Purchaser by virtue of the said Declaration of Apartment / Deed of Conveyance but shall be entitled to all common amenities & facilities as stated therein.

25. FORBEARANCE NOT TO BE CONSTRUED AS WAIVER: -

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

26. REGISTRATION OF AGREEMENT AND CONVEYANCE: -

The Unit Purchaser/s and/or the Developer shall present this Agreement as well as the Deed of Conveyance / Deed of Declaration at the proper registration for the registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof on receiving the written intimation with copy of registration receipt from the purchaser/s herein.

27. UNIT PURCHASER/S ADDRESS FOR SERVICE OF NOTICE: -

All notices to be served on the Unit Purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Unit Purchaser/s by Under Certificate of Posting / Courier / Registered Post / Ordinary Post at his/her/their address/es specified in the title of this agreement or at the address intimated in writing by the Unit Purchaser / s after execution of this agreement. In case there are two or more Unit Purchaser/s then the notice sent to Unit Purchaser No. 1 shall be treated as notice sent to all the Unit Purchasers.

28. USE OF TERRACE: -

IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space/Garden in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective Unit Purchaser / s of the Terrace Flat and such terrace

spaces are intended for the exclusive use of the respective Unit Purchaser / s of the Terrace flats. The said terrace shall not be enclosed by the Unit Purchaser / s till permission in writing is obtained from the PMRDA Authorities and the Developer.

It is hereby agreed that the areas mentioned in Schedule III written hereunder under the head of common facilities only shall be the common facilities and the Developer shall be entitled to declare all other areas as restricted or reserved areas and facilities or to alienate and dispose off other areas and facilities in such manner as the Developer thinks fit. The amenity space in the said project shall be developed by the Developer as per the Rules and Bye-laws and the Developer shall be entitled to sell the units therein to any Third Party at any consideration as he deems fit and the Unit Purchaser/s shall not have any concern with it. The amenities and facilities mentioned herein shall be completed simultaneously with the completion of all the phases and the project but the amenities and facilities like road, water tanks, etc. shall be completed separately for each of the phase.

The Developer only have right to give area on top terrace or any other area, not being common area, to any cellular / telephone operators for the purpose of erection of towers, keeping equipments etc., to advertising agency for erecting hoarding / neon signs or to any other person as per Developer discretion. Any income or revenue generated out of this shall be enjoyed by Developer only. The Unit Purchaser / s or Association or Society shall not object to Developer for giving such permissions.

Also if there is no common terrace or any common area on top of the building and if common TV antenna is not provided then other unit holders shall be entitled to erect TV antenna (not dish antenna) on the terrace on top of the building at the place convenient and suitable for both the said other unit holders and the units to which the right of exclusive use of terrace is attached.

As per the Development Control Rules applicable to the project on the said land, the Developer herein is required to pay the premium to the

sanctioning Authority/Local Authority for obtaining sanction for terraces and other areas of the buildings and considering this aspect for whatever such terraces etc., developer has paid such premium amounts, the Developer herein is entitled to deal with such terraces etc. in the light of provisions of MOFA, the Developer has a right to deal with such terraces are due to premium amounts paid by him and the Purchaser/s herein by executing these presents has/have given his/her/their irrevocable consent for the aforesaid attachment and right of the Developer to deal with the same. It is hereby agreed that the areas mentioned in Schedule III written hereunder under the head of common facilities only shall be the common facilities and the Developer shall be entitled to declare all other areas as restricted or reserved areas and facilities or to alienate and dispose off other areas and facilities in such manner as the Developer thinks fit.

29. M.A.O. ACT AND RERA: -

This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 (Mah. Act No. XV of 1971), provisions of Maharashtra Ownership Flats (Regulation of the Promotion Of Construction, Sale, Management and Transfer) Act, 1963 and The Provisions of Real Estate (Regulations and Development) Act, 2016 and the rules made there under / and amendments made thereto up to date.

30. PAYMENT OF G.S.T. & OTHER TAXES: -

Despite the declaration herein above, if any tax in the nature provided hereunder is imposed then the Unit Purchaser/s shall separately pay the said Tax, Betterment and Development Charges or any other tax or outgoings charges payable if any levied by the State or Central Govt. or any other authority at present or in future in respect of the sale and / or transfer of the said Flat / Unit as per this Agreement. Such payment shall be effected within 7 days of demand, and the Unit Purchaser/s shall exclusively be liable for any delay in payment thereof. In case the Developer is required to pay the same for any reason whatsoever, the Unit Purchaser/s shall immediately reimburse the said payment to the Developer as per their demand. The Purchaser shall keep the Developer indemnified from all such liabilities. The Purchasers has/have

hereby agreed to execute separate Indemnity Bond/s for this purpose, before taking possession of the said unit. Despite the declaration herein above, if any tax in the nature provided hereunder is imposed then the flat purchaser/s hereby agree/s that in the event of any amount by way of tax, Premium betterment charges, value added tax or services tax or development tax, GST or Educational cess or any other tax or payment of a similar nature becoming payable to the local authority or to the state and / or central Govt. or any authority, on the purchase, development / construction of the said property and / or sale of the flat, etc. and / or any of the incidents of this transfer of property in good involved in works contraction, etc. by the Developer either before or delivery of possession of the said flat the same shall be paid by the purchaser in advanced to the Developer, as and when charged and demanded by the Developer. The Developer shall not be liable to pay the same. If purchaser/s fail/s to pay the amount within seven days from demanded then flat purchaser/s shall be liable to pay interest @ 24 % per annum until the payment is made. Also in the said event there shall be a charge of the amount due on the said flat and income there from and till payment of said dues purchaser/s shall not be entitled assign, shall or transfer the said flat in any manner. It is understood that interest shall not cover the damages/losses that will be suffered by the Developer due to non-payment. Therefore, purchaser/s shall be further liable to pay damages and losses that will be suffered by the Developer due to non-payment and the purchaser/s shall keep the Developer harmless and indemnified there from. The flat purchaser/s has/have hereby agreed to execute separate Indemnity Bond/s for this purpose, before taking possession of the said flat. In case of dispute regarding above the same shall be referred to a single arbitrator to be appointed by the Developer. The Arbitrator shall dispense with oral evidence, give only one date for hearing both parties which will be informed to the parties on the address given below (and deemed as valid communication) and arbitrator shall give award maximum within 30 days from accepting the appointment. The award given as above shall be final and binding on both parties.

31. RESTRICTED AREA, TERRACE, DUCT AREA & OPEN SPACE: -

The Terrace, Duct and / or open space specifically attached to the particular Flat holder shall exclusively be used by the concerned flat

holder and the same shall be a restricted area for other Flat holder subject to the entry for maintenance of building, drainage, water line and or for any service or amenities and this entry will not be obstructed by the Flat holders on the pretext of any reason or reasonable cause.

32. SET BACK COMPENSATION: -

The Developer alone shall be entitled to claim and receive compensation for any portion of the land / building / s that may be notified for setback and claim the FSI / benefits & compensation available for areas under reservation for community center, D. P. Roads prior to the final conveyance in favour of the proposed Association.

33. CHANGE IN AREA OR ADDITIONS: -

If there is any change in walls, site plans or room or portion of Unit etc., required to be made before handing over possession by the Developer to the Purchaser, due to peculiar site conditions or as per the direction of the Gram Panchayat or any other State, Central or Local authority or on account of utilizing the remaining or additional FSI if any or if the Developer may so deem necessary and convenient, the Developer shall have an absolute right to effect the said changes for which the Purchaser shall not withhold his/her/ their consent in such an event. The Developer shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of five percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchaser/s within forty-five days with the interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Developer shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed hereinabove. The Purchaser shall allow the dry duct to be opened with a view to clean the same.

34. REVISION OF APPROVED PLANS: -

The Unit Purchaser shall not object to the Developer for making changes in and revising the layout (including roads / common amenities / open spaces etc.), add or delete floors, plans, designs, specifications and amenities including the plans of the building in which the said unit is situated for any number of times as per the requirements of the Developer due to additional FSI available or otherwise and for completing the development in wing wise manner as per the Developer discretion and shall give his / her/ their consent to such revision of plans, if it does not affect the said accommodation in any manner, if needed by the Developer. By executing these presents and with understanding the implications thereof, the Unit Purchaser hereby irrevocably consents and authorizes the Developer to do so. However the Developer shall obtain prior consent in writing of the Unit Purchaser if such alterations / modifications adversely and materially affect the construction and internal layout of the Unit Purchaser's Unit. The Unit Purchaser shall have no right to withhold or refuse such permissions without any reasonable and justifiable ground and shall give such permissions as and when required by the Developer herein. And whereas the Unit Purchaser agrees that the Developer is entitled to acquire TDR and use the FSI of the same, if allowed in future, in the building/s complex proposed to be constructed or existing building/s and deal with and dispose off the same for its benefits. The Unit Purchaser further agrees that for the said purpose the Developer is entitled to amend, to alter and to modify the building/s plans with or without modifications as and when Developer feels necessary and Unit Purchaser gives her/their/his consent for the same. The utilization of T.D.R. / paid F.S.I. / additional F.S.I. when sanctioned and constructing structures by using T.D.R. / paid F.S.I. / additional F.S.I. shall be the part of the project.

35. RIGHT OF ATTACHMENT OF PARKING/GARAGES/OPEN TERRACES: -

At present, there is no covered parking in the said project but if in future any covered parking or any podium parking is made available then the Developer has right to attach all the car parkings / garages / adjoining terraces / open spaces to any of the units situated in the building/s to be constructed in the said Project. The unit purchaser/s shall not be entitled

to object to the said attachment of car parking/garages/open spaces/ open terraces to any of the units. As per the Development Control Rules applicable to the said land.

36. EASEMENT RIGHTS: -

The Unit Purchaser/s shall always allow the PMRDA Authorities. or any other concerned authority for the purpose of drainage, water, health, MSEDCL etc. and shall have no claim save and except in respect thereof. All such easement rights are presumed to be given to PMRDA Authority and other local authorities by the Developer. As also the Unit Purchaser / s shall not object to the Developer putting a slab on them for making access to the adjacent lands or for granting the access.

37. ARBITRATION: -

In case of any dispute between the Developer and the Unit Purchaser / s 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 Developer, delay in construction work and or sale deed, alteration in the plan, parking arrangements, grant of exclusive uses, rendering of account etc, then such dispute shall be referred to the arbitration of The Developers and Builders Association of Pune who shall be sole arbitrator. The Unit Purchaser/s shall give notice of minimum period of 30 days to the Developer in case of any such dispute before invoking the Arbitration Clause. If reference of dispute to the CREDAI is held as not correct or legal by any Court or authority then the dispute shall be referred to the three arbitrators, one to be appointed by each party and third arbitrator shall be appointed by such two arbitrators and decision given by majority by arbitrators shall be final and binding on all the parties.

38. CONSENT TO REPRESENT: -

The Unit Purchaser / s hereby irrevocably consents / authorizes the Developer to represent him / her / them in all matters regarding property tax assessment and reassessment before the Grampanchyat / PMRDA Authorities and decisions taken by the Developer in this regard shall be binding on the Unit Purchaser. The Developer may till the execution of the final conveyance represent the Unit Purchaser and his / her interest

give Corporations, Collectors, Road, Water, Buildings Tax Assessment Department, Government and semi Government Departments, MSEDCL, ULC Officials etc. on behalf of the Unit Purchaser / s shall stand reified and confirmed by the Unit Purchaser / s.

39. SPECIFIC COVENANTS: -

The Developer shall have right to enter into different Agreements with prospective Purchasers for different wings separately The Developer has sole discretion to provide the Common Amenities and facilities mentioned herein, common for all the wings. The said wings, may be developed separately or simultaneously with each other at the discretion of the Developer. The Unit Purchaser/s has/have no objection for such wing wise development. The Unit Purchaser / s undertakes that he / she / they shall not raise any objection on whatsoever ground including nuisance and annoyance or shall not obstruct the construction in any manner. The Unit Purchaser / s consents and authorizes the Developer to utilities and take connections from water, electricity, sewage or drainage lines and other convenience in the said scheme / buildings as and when they require to do so for carrying on further development.

40. POSSESSION OF SAID UNIT:-

The Possession will be given only after clearing Total cost of Unit, Other Charges, Extra Work Charges, if any, Interest on due amounts delayed and unpaid installments, etc. The Unit Purchaser shall obtain the Possession Letter from the Developer otherwise without the Possession Letter, Possession will be treated as illegal.

41. COST OF RAW MATERIAL / LABOUR / AREA: -

The aforesaid consideration agreed upon and confirmed is based on the cost of raw materials components and the labour cost calculated and based on the District Schedule of Rates (DSR) Index as on the date of this agreement. In case of increase in this over and above 5 % in the DSR index over a period of time during construction till the time of possession the agreed price shall be increased proportionately and adjusted accordingly and the Developer shall be entitled to claim demand and recover such increase from the Unit Purchaser before delivery of possession of Unit and the Unit Purchaser shall pay the said

amount within 10 days from such demand. The Architect's Certificate shall be conclusive proof for the increase demanded by the Developer, if any under this clause.

The purchaser/ is/are aware about the fact that the carpet area is measured from brick wall to brick wall and after addition of skirting and plastering in any form, the said carpet area appears to be varied. The purchaser/s shall inspect and verify the said carpet area on their own when the installment for brick work falls due, before the work of skirting and plastering and shall not raise any objection after the work of skirting and plastering has been done. It is agreed between the parties that the agreed consideration of the said accommodation is on lump sum basis and the Purchaser/s shall not raise any dispute in respect of the said variation due to the skirting and plastering.

42. UNSOLD UNITS: -

In the event of the condominium and/or society and/or company 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 Purchasers herein shall be always subject to the Developer over all right to dispose of unsold Units and all other rights thereto. It is specifically agreed between the parties hereto that for the unsold Units the Developer or Owner herein shall and will not be liable or required to contribute towards the common expenses, or maintenance charges or any amount under any head towards the share in the common expenses in respect of the unsold premises / Units.

43. AVAILING WATER CONNECTION & ELECTRICAL METERS: -

As the Developer will be applying to the concerned authorities for giving separate water connection for the scheme and electricity meters and connections for MSEDCL supply from the concerned department, then in that case the Developer may provide electrical connection / water supply through a sub meter or any other temporary arrangement due to which or if there is improper supply of water the Developer shall not be held responsible for the same and the Unit Purchaser hereby consents for any temporary arrangement that may be made as demanded, determined & decided by the Developer. The services of supplying water including drinking water and electricity are liable for payment of

charges as per the consumption of the Unit Purchaser/s. The Developer shall be entitled to deduct any dues of such proportionate or entire charges payable by the Unit Purchaser for the above expenses from the maintenance deposit or any deposit accounts including corpus fund for which the Unit Purchaser/s hereby give/s consent. The Developer has not undertaken any responsibility nor has he agreed anything with the Unit Purchaser/s orally or otherwise to provide the said above mentioned services and there is no implied agreement or covenant on the part of the Developer and the Owners than the terms and conditions expressly provided under this agreement.

44. ALTERATION WORK: -

The Unit Purchaser/s agrees not to make any demand, any change / alteration in the existing plans. The Unit Purchaser / s shall not make any changes in the plan of the unit annexed herewith. The Developer at the request of the Unit Purchaser /s may carry out any alterations in the Unit agreed to be purchased by the Unit Purchaser in terms of these presents, provided the estimated amount required for the said alterations is paid / deposited to the Developer in advance, however, to remove any doubt, it is agreed by the parties hereto in general and Unit Purchaser in particular that the option to carry out or not the alterations in the Unit proposed by the Unit Purchaser shall vest and continue to be vested with the Developer and as such the Developer is not / shall not be bound to carry out any alterations in the Unit proposed by the Unit Purchaser and Developer is not / shall not be liable to give any reasons / explanations in case the Developer decides not to carry out, such proposed alterations. The Developer shall not refund any amount for deleting any items of specifications and amenities on request of the Purchaser / s.

45. TITLE OF THE SAID LAND: -

The Developer has made a full and true disclosure of the said land as well as the encumbrances, if any, known to the Developer. The Developer has also disclosed to the Unit Purchaser nature of its right, title and interest or right to construct building. The Developer has also given inspection of all the original documents to the Unit Purchaser as required by the law. The Builders and Developers have also requested

the Unit Purchaser to carry out the search and to investigate the title by appointing his / her / their own advocate. The Unit Purchaser having acquainted himself / herself / themselves with all the facts and right of the Developer has entered in to this agreement.

46. SPECIFICATIONS OF THE UNIT: -

The Specifications of the Unit and the fixtures, fittings and the amenities to be provided by the Developer to the said Unit or to the said building are described in the Schedule IV given herein below, and the Unit Purchaser shall not be entitled to any extras. If any other extra fittings, fixtures or amenities are provided by the Developer as per the request of the Unit Purchaser, the Unit Purchaser shall be bound to pay the extra price for such additions as per the bills of the Developer. The bills raised by Developer shall be final. The specifications / amenities may be changed suitably by the Developer depending on the availability of building materials, site conditions and / or changes in Government policies or laws or rules for which changes the Developer shall not be bound or held responsible or liable for doing, providing or performing any acts, matters, services, amenities or extra works for the Unit Purchaser other than those expressly appearing in this Agreement. Whatever design, elevation, layout, trees, lawns colour scheme etc shown in Brochure & Pamphlet of this scheme are only for aesthetic value and advertisement and Developer has explained this fact to the Unit Purchaser/s and the Developer are not bound to provide the same and except as expressly provided under this agreement. It is specifically understood that the Brochure / s published by Developer from time to time in respect of the scheme is just an advertisement material and contain various features such as furniture layout in tenement, vegetation and plantation shown around the building, scheme, colour scheme, vehicles etc. to increase the aesthetic value only and the Developer are not obliged to / nor have agreed to provide the same. The balconies as shown in the sanctioned plan or pamphlet may be either kept as balconies or may be enclosed at discretion of the Developer. The Developer shall be entitled to allot or grant rights of exclusive use of all or any of them limited / restricted common areas and facility to any of the Unit Purchaser as the Developer may determine and such area of facility so reserved for exclusive use by such Unit purchaser shall be

restricted facility and area for the said Unit Purchasers and shall be available for use and enjoyment to the concerned Unit Purchaser to the exclusion of the other Unit Purchaser.

47. MEASUREMENT OF THE SAID ACCOMMODATION: -

It is specifically agreed between the parties hereto that, in this agreement wherever area of the said Accommodation are mentioned is Carpet area. The purchaser/s shall inspect and verify the said carpet area on their own and shall not raise any objection. It is agreed between the parties that the agreed consideration of the said accommodation is on lump sum basis. At the time of taking the possession of the said Accommodation by the Purchaser/s shall, at his/her/their own discretion, get measured the area of the said Accommodation and if any difference in the area is found then the consideration of the said Accommodation shall be adjusted accordingly and either Developers or Purchaser/s as the case may be refund or pay the differential amount. The increase or decrease of 5% in area shall be sustained by the respective parties and no additional consideration shall be payable. Notwithstanding anything contents in these presents, it is agreed by and between the parties hereto that, the Developer herein has agreed to sell and purchaser/s herein has agreed to purchase the said tenement alongwith appurtenances thereto on ownership basis for the lump-sum consideration and which is agreed between the parties hereto, on the basis of the carpet area of the said tenement.

48. MORTGAGE OF THE SAID PROPERTY / SCHEDULE I PROPERTY: -

The Unit Purchaser hereby consents and authorizes the Developer for raising any finance by way of mortgage of the said property or scheme or any portion thereof as and when so deemed necessary by the Developer. At any stage during the implementation of the scheme the Developer shall be at liberty to sell, assign or transfer or otherwise deal with their right title and interest in the said property and building/s to be constructed thereon provided the same does not adversely affect or prejudice the rights granted in favour of the Unit Purchaser in respect of the said unit agreed to be purchased by him / her in terms of this agreement.

49. THE MAINTENANCE OF THE AMENITIES PROVIDED-

The amenities provided in SCHEDULE III (A) shall be maintained and paid by the Unit Purchaser/s at actual. The Unit Purchaser/s shall have to deposit an amount equal to two years maintenance of the said facilities with the Developer at the time of possession of the Said Unit. The said maintenance charge would be **Rs. -----/- for 24 months**. The Purchasers are bound to pay the maintenance charges up till the formation of society or limited company and till the conveyance of the property to the society at the rate decided by the Developer at that time. But in future due to the inflation, the maintenance expenses are increased then such increase shall be paid by the Unit Purchaser/s to the Developer at actual. The Developer shall not be liable for any accident or any untoward incident that may take place while enjoyment of the said amenities by the Unit Purchaser/s, family members or friends. The work of said amenities shall be completed alongwith the completion of the last building in the said project. The Developers shall handover the said facilities and the building to the societies when whole of the project is completed.

The Project / Buildings will be maintained by the Developer for the tenure of 2 year only from the date of first possession of the particular building/building/s and the expenses incurred in this respect are Non Accountable & Non Refundable. The amount of the said maintenance for two years shall be payable by the Flat Purchaser to the Developer at the time of handing over possession of the said flat to him/her/them. The Unit Purchaser/s shall start paying the maintenance as mentioned hereinabove on the receipt of intimation given to the Unit Purchaser/s by the Developers to occupy the said accommodation. The said maintenance shall be levied from the first possession given by the Developers to any of the Unit Purchaser/s.

50. MARKET VALUATION FOR THE PURPOSE OF STAMP DUTY: -

Although consideration of the referred Unit is **Rs. -----/- (Rupees ----- Only)** Stamp Duty and Registration fee is paid on Purchase value, which is higher than Market value of the unit mentioned in the ready reckoner as provided with the office of Sub-Registrar, Haveli – 1 to 28 and after taking into consideration the percentage increase on and above the carpet area, as per guidelines / directions of Sub-Registrar, Haveli – 1 to 28.

SCHEDULE - I PROPERTY

All that piece and parcel of land totally admeasuring about 00 Hectare, 91 Aar out of total area of 1 Hectare, 27 Aar of Gat No. 733 having assessment of Rs.2 -19 paise situated at village Perne, Tal. Haveli, Dist. Pune situate within the Registration District Pune, Registration Sub District Tal. Haveli, within the limits of Zilla Parishad, Pune and Panchyat Samiti Haveli, Dist. Pune and within the limits of Office of Sub-Registrar Haveli and bounded as under:

On or towards East	:	Perne - Dongar Gaon Road,
On or towards West	:	36 R Land of Hanumant Walke in same gat no (ie 733) and after that gat no 732;
On or towards North	:	Gat No.794.
On or towards South	:	Gat No. 734.

SCHEDULE- II

All that piece and parcel of Residential Premises bearing **Unit/ Flat No -----** admeasuring carpet area of about ----- **Sq. Mtrs**, along with exclusive right to use adjacent open Terrace admeasuring about ----- **Sq. Mtrs**. Enclosed Balcony Area of about ----- **Sq. Mtrs**. and other usable area ----- **Sq. Mtrs**. situated on ----- **Floor** of building "-----" in of the project "**PRISTINE PURVRANG PART 1**" situated on Schedule-I Property

Alongwith all structures, edifices, trees, water, water courses etc. standing therein without reserving any rights, things etc. and alongwith right to use permissible TDR as may be permitted by concerned authority from time to time and further alongwith right to use adjacent roads being permanent easement right of way and without reserving any right, title and Interest under whatsoever head in or towards aforesaid property.

SCHEDULE III

A) COMMON AREAS AND FACILITIES :-

1. The land and the open space described in the First Schedule above (subject to the right of exclusive use of open spaces).
2. The footings, RCC structures and main walls of the building.
3. Staircase column in the building.
4. Open to air activity zone, Landscaped garden, children play area.
5. Round the clock security, Senior Citizen Seating, Paved and Landscaped Path way, Generator backup for common areas of project.
6. Common drainage, water and electrical lines.
7. Common ground water storage tanks and overhead water reservoirs and plumbing machinery, pumps etc.
8. Compound walls, fencing and gates.
9. Lifts with backup facility.

B) LIMITED COMMON AREAS AND FACILITIES :-

1. Partition walls between the two units shall be limited common property of the said two units.
2. Attached terraces/gardens to the units.

C) RESTRICTED AREAS AND FACILITIES:

1. Adjacent terraces/Garden Spaces as shown in the **SCHEDULE II** shall be restricted and shall be for exclusive use of such respective tenement holders.
2. The Developers herein shall have exclusive right to convert top terraces of the building as per present sanctioned building plan into constructed accommodation/s by using remaining FSI of the said land or by bringing in TDR if any on the said land.

3. The space being duct is restricted areas and the Developers herein shall have exclusive right to allot the same to the tenement holder in the building for open to sky parking purpose or otherwise.
4. All areas etc. which are not covered under aforesaid head "Common areas and Facilities" are restricted areas and facilities.

SCHEDULE IV
Specifications Pristine Purvrang

Foundation:

Earthquake resistant R.C.C. structure.

Masonry:

External 5" and internal 4" brickwork.

Flooring and Wall Finish:

24" X 24" Vitrified Flooring for Entire Flat

OBD paint (Oil-Bound Distemper)

Painting:

(OBD) paint for internal walls.

Cement paint for external walls.

Doors:

Decorative, Laminated main door (single side) with wooden door frame.

Internal granite door frame with painted flush door and Fittings, quality finish fitting for main door, cylindrical lock for internal doors

Windows:

Powder coated aluminum sliding windows.

Natural stone window sill.

Terrace:

Attractive flooring in all attached terraces

Kitchen:

Granite kitchen platform with stainless steel sink.

Tiles dado up to 2 feet above kitchen platform.

Provision for exhaust fan in kitchen.

Electrification:

Concealed copper wiring.

Generator Back-Up for common services

Elevators:

Standard quality passenger elevator
Back-up power Generator for all elevators

Entrance Lobby:

Attractive Entrance Lobby
Peripheral roads
Well-illuminated internal roads

Garden And Landscaping:

Professionally designed landscaping
Children’s play park with equipment’s

Bathrooms:

C.p. And sanitary fitting.
Provision for exhaust fan in each toilet.
Designer tiles up to lintel level in all toilets and 4 Feet in Wc
Wash Basin.
Hot and cold mixer unit.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day, month and year first hereinabove written hereunder:

I. SIGNED SEALED AND DELIVERED by Owners

SHRI. SACHIN ISHWARCHAND GOYAL _____

SHRI. ROHAN GOPIKISHAN AGARWAL _____

II. SIGNED SEALED AND DELIVERED by within named Developer
M/S. PADMAVATI HOMES

through its Partners

SHRI. SACHIN ISHWARCHAND GOYAL

SHRI. ROHAN GOPIKISHAN AGARWAL

III. SIGNED SEALED AND DELIVERED
by within named Purchaser

1. Mr. -----

2. Mrs. -----

IN THE PRESENCE OF

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

ANNEXURE A
(Copy of the Title Certificate)

ANNEXURE - B
(Tenement Floor Plan)

ANNEXURE C
(N.A. Order)

ANNEXURE D
(Commencement Certificate)

ANNEXURE E
(7/12 extract)

ANNEXURE F
(Consent Letter for Flat Purchaser/s)

ANNEXURE G
(Sanctioned Layout Plan)

ALLOTMENT LETTER

ITEM NO.	PARTICULARS	DESCRIPTION
1.	DESCRIPTION / PARTICULARS OF THE PREMISES	Flat/ Unit No. _____ on ____ Floor admeasuring _____ Square Ft. i.e. _____ Sq. Mtrs. (Total carpet Area) shown in the floor plan bounded in red color, annexed and marked “Annexure ____ G” & “Annexure “A” in the said Building “_____”
2.	LUMP SUM PURCHASE / CONSIDERATION PRICE OF THE SAID PREMISES	Rs. _____/- (Rupees _____ Only) which includes proportionate consideration of common areas and facilities appurtenant to the said Premises.

STAGE WISE SCHEDULE OF PAYMENT

Sr. No.	Amount in Rs.	Particulars
1.	-----/-	Before signing the Agreement (10%)
2.	-----/-	Paid by the Unit Purchaser/s to the Developer on signing the Agreement. (approx 20%)
3.	-----/-	Within 8 days from the Commencement of PLINTH WORK of the building in which said accommodation is situated (approx 15%)
4.	-----/-	Within 8 days from the Completion of FIRST SLAB including podiums and stilts of the building or wing in which said accommodation is situated (approx 5%)
5.	-----/-	Within 8 days from the Completion of THIRD SLAB including podiums and stilts of the building or wing in which said accommodation is situated (approx 5%)

6.	-----/-	Within 8 days from the Completion of FIFTH SLAB including podiums and stilts of the building or wing in which said accommodation is situated (approx 5%)
7.	-----/-	Within 8 days from the Completion of SEVENTH SLAB including podiums and stilts of the building or wing in which said accommodation is situated (approx 5%)
8.	-----/-	Within 8 days from the completion of the walls, internal plaster, floorings doors and windows of the said apartment. (approx 10%)
9.	-----/-	Within 8 days from the Completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said apartment (approx 5%)
10.	-----/-	Within 8 days from the completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said apartment is located (approx 5%)
11.	-----/-	Within 8 days from the completion of the lifts, water pumps, electrical fittings, electro, mechanical and environmental requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of the Sale of the building or wing in which the said apartment is located (approx 10%)
12.	-----/-	To be paid against and at the time of handing over the possession of the Apartment to the Allottee on or after receipt of Occupancy Certificate or Completion Certificate On Possession of the Flat. (approx 5%)
	-----/-	Rs. ----- Only.

Note : The said construction work is labour oriented and due to the sale there may be variance in the stage vice completion dates but ultimately the date of possession would remain constant.

Terms and Conditions of Option to buy

1. I/ We am/ are aware of the complete details of the project and made this advance payment against option to buy, at his/ her/ their own discretion and decision. I/We has/ have been shown and given copy of sanctioned plans, layout plans, alongwith specifications, approved by the competent authority. I/We has/ have confirmed that the above mentioned plans, specifications etc. Are displayed at the site.
2. Any Financial Scheme offered is subject to the approval of Banks.
3. Before applying for the option to buy the customer must read and approve the Agreement to Sale which the Developer is willing to execute for the sale of the Flat and the same is available online on our website.
4. The proposed Purchaser is intimated to take full and free inspection of the Flat/ Project before the execution of Agreement to Sale of the Flat.
5. The Developer shall give the possession of the Flat to the Purchaser on or before _____ from the date of execution of the Agreement with grace period of 6 months and any delay covered under Force Majeure shall be excluded from the said period and the grace period.
6. Booking amount of the Flat is 10% of the Basic Flat Cost, which can be paid by a Cheque/ Bankers Cheque / Credit Card / RTGS / NEFT and the same will be adjusted as part consideration after the allotment is confirmed on execution & registration of Agreement to Sell of the Flat. The proposed Purchaser shall be liable to pay the cheque return charges & cheque clearing charges.
7. If the cheque/DD is not honoured/ paid within a reasonable time, due to whatsoever reason, then the option to buy shall stand automatically cancelled.

8. If the proposed Purchaser is doing self-funding, then he/ she/ they need to pay the due amount as per payment schedule within 45 days from the option to buy along with all Post Dated Cheques (at the time of Registration) as per CLP (Construction Linked Plan).
9. If the proposed Purchaser/s is/are opting not to buy the said Flat, the proposed Purchaser/s agree/s for receiving the amount, after deducting following amount on account of administration and documentation charges without any interest.
 - a. Cancellation within 7 days – No cancellation charges
 - b. Cancellation after 7 days – Rs. 10% of flat consideration
10. If the proposed Purchaser opting for loan, he/ she/ they should obtain loan sanction letter within 30 days from the option to buy and register the Agreement to sale within 45 days. If the Purchaser fails to do so then interest would be charged @ 15% or Developer would cancel the option to buy of the Purchaser on failure of payments as per the payment schedule.
11. The proposed Purchaser is fully aware of the total cost he/ she/ they has/ have to pay for buying the Flat, along with registration charges, GST, stamp duty, and other applicable taxes, if any, and undertakes to make the balance amount on due dates, without fail, if opts to buy. The said GST shall be subjected to the change in taxes as per State Government and Central Government.
12. The proposed Purchaser shall always allow the PMRDA Authorities or any other concerned authority for the purpose of drainage, water health, MSEDCL etc. And shall have no claim in respect thereof. All such easement rights are presumed to be given to PMRDA Authority and other local authorities by the Developer.
13. Developer will be applying to the concerned authorities for giving separate water connection for the scheme and electricity meters and connections for MSEDCL supply connections from the concerned department. If the said Authorities / Departments fail to supply water to

the said project within reasonable time then in such case the Developer may provide water supply through a sub meter or may arrange the supply of water through any other temporary arrangement due to which or if there is improper supply of water the Developer shall not be held responsible for the same and the proposed Purchaser hereby consents for any temporary arrangement that may be made, determined & decided by the Developer. In case the concerned Authority fails to supply the water to the said project then the temporary arrangements for supply shall become permanent arrangement and the proposed Purchaser/s shall pay the charges for the same at actuals as may be decided by the Developers. If the MSEDCL / concerned Authority fails to supply electrical connection and electricity to the said project within reasonable time then in such case the Developer may provide electrical supply through a sub meter or may arrange the supply of electricity through any other temporary arrangement due to which or if there is improper supply of electricity the Developer shall not be held responsible for the same and the proposed Purchaser hereby consents for any temporary arrangement that may be made, determined & decided by the Developer. The proposed Purchaser shall be liable to pay charges for the said facilities at actual. The Developer shall be entitled to deduct any dues of such proportionate or entire charges payable by the Proposed Purchaser for the above mentioned expenses from maintenance deposit or accounts for which the Proposed Purchaser/s hereby give/s consent.

14. The Purchaser before applying for option to buy has been informed and is aware of all the facilities & amenities which shall be provided in the Project as under:
- Staircase of the Building (excluding basement staircase) including the floor landing and the mid-landing, for the purpose of ingress and outgress.
 - Common Passages.
 - Overhead Water Tank.
 - Common Top Terrace.
 - Common Plumbing Line, Sewer Line, Water line
 - Common Lights, Common Compound Wall and Watchman's cabin.

15. The proposed buyer needs to submit all the documents for loan as well as for documentation purpose within 7 days from the date of Option to buy.
- a. 4 Passport Size Photograph.
 - b. Residential Address Proof (Ration Card, Rent Agreement, Passport, Electricity Bill)
 - c. Photo Identification Proof (Aadhar Card, Pan Card Copy)*
 - d. Last 3 months Salary Slip and Bank Statement (In case of Salaried)
 - e. Income Tax returns and one year bank statement & Shop Act License (In case self-employed).
16. The Purchaser agrees to timely receive any relevant communication/ offers via Phone, Emails or SMS.
17. The terms and conditions set out in the Agreement to Sale will be final on the Purchaser.
18. Any dispute will be subject to jurisdiction of civil courts in Pune only.

The Purchaser hereby agree to abide by all terms and conditions as mentioned above and confirm that the details mentioned in above are true and correct to the best of my knowledge.

Thanks and Regards,

Name of the Purchaser