

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at Pune this ____ day of _____ in the Christian Year Two Thousand and **Seventeen**

BETWEEN

TOPAZ HOMES LLP a Limited Liability Partnership Firm duly constituted under the provisions of the Limited Liability Partnership Act, 2008 having its Registered Office at 4, Sahajanand Complex, East Street, Pune 411001, by the hands of one of its Partners, SHRI.ANSHUL NARESH GARG, hereinafter for sake of brevity referred to as “**the Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and assigns)

... Party of the First Part

AND

SMT.NIRMALADEVI PRATAPRAO SATAV, of Pune Indian Adult Inhabitant residing at Chandrima 7, Sahajeevan Nagar, Off Ganeshkhind Road, Shivajinagar, Pune-411007, by the hands of her duly constituted attorney TOPAZ HOMES LLP, through one of its Partners SHRI. NARESH SUGANCHAND GARG hereinafter referred to collectively as “the Confirming Party” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors and administrators)

... Party of the Second Part

AND

NAME:.....
ADDRESS:.....
.....
PAN NO.:.....

Hereinafter referred to as “**the Allottee/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) **of the Third Part**;

WHEREAS the Confirming Party herein, is the holders of all that piece and parcel of a contagious block of land admeasuring 41650 sq. mtrs., formed of portions admeasuring 21436.47 sq. mtrs., 6247.50 sq. mtrs., 4165 sq. mtrs., 8452.82 sq. mtrs. and 1348.21 sq. mtrs., bearing respective Hissa Nos. A/1, A/2, A/3, A/4 and A/5 of Gat No. 569, situated and lying at village Wagholi, Taluka Haveli, District Pune and hereinafter the said portion of 41650 sq. mtrs. referred to as “**the said Larger Land**” and the same is more particularly described in the **First Schedule** hereunder written;

AND WHEREAS the provisions of the Urban Land (Ceiling & Regulation) Repeal Act, 1999 apply to the said Larger Land;

AND WHEREAS the Promoter herein hold the rights of development of the said Larger Land and the facts and circumstances pertaining to the vesting of such rights of development in the Promoter are set out / disclosed in the Certificate of Title dated 20.10.2016 issued by the Promoter's Advocate Shri. Aakesh Bohra, a copy whereof is annexed hereto as **Annexure "B"**;

AND WHEREAS vide its Commencement Certificate bearing Letter No. BHA / C.R.NO.1371/Wagholi Gat.No.569,569A/1+2+3+4+5 dated 08.03.2017, the Pune Metropolitan Regional Development Authority has sanctioned the Building Layout and Building Plans in respect of the construction to be carried out on the said Larger Land;

AND WHEREAS the Promoters herein had also applied to the Collector, Pune and has also obtained permission to use the said Land for non-agricultural purpose by the Order bearing No. PMRDA/NA/SR/509/2014 dtd.27.02.2015 and the said order is in force as on today and the Promoters herein is entitled to use the said Larger Land for non-agricultural purpose in pursuance of the said Order;

AND WHEREAS as per the said sanctioned layout, the said Larger Land is laid out in areas earmarked for construction of two multistoried Buildings, one Building [containing Eight Wings] containing Residential Flats & Shops and the other Building containing Commercial Premises, Amenity Space, Open Space, area under internal Road, area under Road widening;

AND WHEREAS development of the said Larger Land by construction of the said two multistoried Buildings, one Building [containing Eight Wings viz. "A", "B", "C", "D", "E", "F", "G" and "H"] containing Residential Flats, shops falls/situate/under on the Ground Floor of the said Wings "A", "B", "C", "D", "E", "F" & "G" of the said building and the other Building viz. "I" containing Commercial Premises/ Offices and all matters incidental thereto are all together constitutes and herein after referred to as **"the said Project"**;

AND WHEREAS under the said sanctioned Layout, the portion out of the said Larger Land earmarked for construction of a said two multistoried Buildings admeasures 21623.05 sq.mtrs and which portion admeasuring 21623.05 sq.mtrs is more particularly described in the **Second Schedule** hereunder written and hereinafter referred to as **"the said Land"**;

AND WHEREAS out of the said two multistoried buildings, one Building to be constructed on the said Land is consists of Eight Wings, "A", "B", "C", "D", "E", "F", "G" and "H", with each Wing to ultimately consist of a Basement Floor, Ground Floor, Stilt Floor and Sixteen Upper Floors containing Residential Flats;

AND WHEREAS the Ground Floor of the said wings “A”, “B”, “C”, “D”, “E”, “F” & “G” would be consist of Shops;

AND WHEREAS the another / second building viz. No. “I” to be constructed on the said Land, ultimately consist of a Ground Floor, Mezzanine Floor and Two Upper Floors containing Commercial Premises/ Offices;

AND WHEREAS the construction of the Basement Floor, Ground Floor, Stilt Floor and Fifteen Upper Floors containing Residential Flats and the constructions of the Shops on the Ground Floor of the said Wings “A”, “B”, “C” and “D” of the said Building and sale of the Flats & Shops therein is referred to as “**Phase I**” of the said Project;

AND WHEREAS the construction of the remaining/ balance one floor of each of the said Wing “A”, “B”, “C” & “D” and sale of the Flats therein is hereinafter referred to as “**Phase II**” of the said Project;

AND WHEREAS the construction of the Basement Floor, Ground Floor, Stilt Floor and Sixteen Upper Floors containing Residential Flats and constructions of the Shops on the Ground Floor of the said Wings “E”, “F” & “G” and sale of the Flats & Shops therein, the construction of the Basement Floor, Ground Floor, Stilt Floor and Sixteen Upper Floors containing Residential Flats of the said Wing “H” and sale of the Flats therein and construction of the Ground, Mezzanine and Two Upper Floors containing Commercial Premises of the said Building “I” and sale of the Commercial Premises/ Offices therein are hereinafter collectively referred to as “**Phase III**” of the said Project;

AND WHEREAS vide the said Commencement Certificate Letter No. BHA / C.R.NO.1371/Wagholi Gat.No.569,569A/1+2+3+4+5 dated 08.03.2017, the Pune Metropolitan Regional Development Authority has sanctioned the Building Plans in following manner:

- (a) **Wings “A”, “B”, “C”, “D” & “E”** - the Basement Floor, Ground Floor, Stilt Floor and Fifteen Upper Floors containing Residential Flats;
- (b) **Wing “F”** - the Basement Floor, Ground Floor, Stilt Floor and Three Upper Floors containing Residential Flats;
- (c) Total Seventy Shops which falls under / situates on the Ground Floor of the said respective Wings “A” to “G”;
- (d) Commercial Building bearing No. “I”, ultimately consist of a Ground, Mezzanine and Two Upper Floors containing Offices / Commercial Premises;

AND WHEREAS the Promoter proposes to procure sanction to the Building Plans in respect for the balance one residential floor of each of the said Wings “A”, “B”, “C”, “D” & “E”,

the balance Thirteen Floors of the said Wing “F” and the said Wings “G” & “H” of the said building on F.A.R (FSI) becoming available by way of “TDR – FAR, Fungible FSI, Paid FSI, FSI becoming available on handing over of the 12 Mtrs. Internal Road, Amenity Space of the said sanctioned Layout in respect of the said Larger Land;

AND WHEREAS under the terms of the Agreement dated 24.04.2015 [duly Registered under Serial No.2594 of 2015 with the Sub-Registrar, Haveli XXV, Pune] made by and between the Confirming Party herein and the Promoter herein, the Confirming Party herein and the Promoter herein agreed to work on a “principal-to-principal” basis and divided the work in respect of the said Larger Land at or for the consideration and on the terms and conditions therein contained;

AND WHEREAS under the terms of the said Agreement dated 24.04.2015, the Confirming Party was to be allotted 24,340 Sq.mtrs. carpet area of the aggregate Area to be constructed on the said Larger Land by the Promoter and further, as per terms and conditions of the said agreement, the Confirming Party hereto is also entitled to receive 50% of the actual Commercial built-up area of the said project out of the said aggregate carpet area of 24,340 Sq.mtrs. coming to the share of Confirming Party;

AND WHEREAS it was agreed between the Confirming Party herein and the Promoter herein [and recorded in Clause 5 of the said Agreement dated 24.04.2015] that on the building plans in respect of the construction to be carried out on the said Larger Land being duly sanctioned by the Pune Metropolitan Regional Development Authority and subsequent revisions of such amended sanctioned Building Plans, the said parties would mutually identify the location of the said aggregate carpet area of 24,340 Sq.mtrs coming to the share of the Confirming Party [which are hereinafter referred to as “the Owner’s Premises”] and the balance/ remaining carpet area of the aggregate Area to be constructed on the said Larger Land coming to the share of the Promoter [which are hereinafter referred to as the “Developer’s Premises”] and also identify the location of the open / covered Car-Parking Spaces to be allotted to the Confirming Party and the Promoter as necessary appurtenances to the Owner’s Premises and Developer’s Premises respectively and whereas it was agreed between the Confirming Party and the Promoter that once the Owner’s Premises and the Developer’s Premises were so identified the said parties would execute and register Agreement/s Supplemental to the said Agreement dated 24.04.2015 recording the fact that the Owner’s Premises and the Developer’s Premises and Parking Spaces appurtenant thereto have been so identified and delineated on the sanctioned Building Plans which were to be annexed to such Supplemental Agreement/s;

AND WHEREAS with reference to the said Building Plans sanctioned by the Pune Metropolitan Regional Development Authority, in respect of the said Buildings, the Confirming Party and the Promoter have mutually identified the Owner’s Premises and the Developer’s Premises and the Car-Parking Spaces appurtenant thereto and the said parties propose to

execute the said Agreement which is intended to be supplemental to the said Agreement dated 24.04.2015;

AND WHEREAS the Promoter has entered into a standard Agreement with Mr. Rahul Malwadkar (Malwadkar Architects), Architects who is registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects and the Promoter has appointed Design Werkz [Shri. Rajesh Malkani] for the preparation of the structural design and drawings of the said Building and the Promoter accepts the professional supervision of the said Architects and the said Structural Engineer till the completion of the project provided, however, that the Promoter reserves the right to change the said Architect and Structural Engineers at any time before the completion of the Project;

AND WHEREAS the Allottee/s has/have agreed to acquire a Residential Flat admeasuring _____ sq.mtrs **carpet area** bearing No. _____ to be situate on the _____ Floor of Wing "____" of the said Building to be known as "**GAGAN ADIRA**" to be constructed by the Promoter on the said Land (the said Residential Flat is hereinafter referred to for the sake of convenience and brevity as "the said Apartment") TOGETHER WITH the exclusive right of user of the Open Terrace at eye-level having an area of _____ sq.mtrs appurtenant to the said Apartment and further TOGETHER WITH the exclusive right of user of the covered parking space situate in the Basement / _____ Parking Floor of the said Wing "____" on the terms and conditions set out hereinafter and whereas the said Apartment together with its said appurtenances is more particularly described in the Third Schedule hereunder written;

AND WHEREAS the said Apartment so agreed to be purchased by the Allottee/s forms part of the Apartments in the said Building coming to the share of the Promoter and it does not form part of the "Owner's Premises";

AND WHEREAS in the circumstances, the Promoter alone has the sole and exclusive right to sell the said Apartment and to enter into this Agreement/s with the Allottee/s of the said Apartment and to receive the sale price in respect thereof;

AND WHEREAS the Allottee/s demanded from the Promoter and the Promoter has given inspection to the Allottee/s of all the Documents of Title relating to the said Larger Land and the plans, designs and specifications prepared by its Architect, Mr. Rahul Malwadkar (Malwadkar Architects), Architects, and of such other Documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules made thereunder;

AND WHEREAS a copy of the Certificate of Title issued by the Advocate of the Promoter, copy of the Extract of Village Form VII/XII in respect of the said Land and a copy of the internal

plan of the Apartment agreed to be purchased by the Allottee/s have been annexed hereto as **Annexures “B”, “C”, and “D”** respectively;

AND WHEREAS a copy of the Building Layout Plan sanctioned by the Pune Metropolitan Regional Development Authority is annexed hereto as **Annexure “E”**;

AND WHEREAS a copy of the _____ Floor Plan of the said Building as per the Building Plans sanctioned by the Pune Metropolitan Regional Development Authority is annexed hereto as **Annexure “F”**;

AND WHEREAS while sanctioning the said Plans, the Pune Metropolitan Regional Development Authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Land and the said Building and upon due observance and performance of which only the Completion or Occupation certificates in respect of the said Building shall be granted by the Pune Metropolitan Regional Development Authority;

AND WHEREAS the Promoter has accordingly commenced construction of the said Building in accordance with the said Sanctioned Plans and the Promoter shall carry out such construction as per the said Sanctioned Plans and subsequent revisions thereof;

AND WHEREAS the Promoter agrees to sell to the said Allottee/s the said Apartment at the price and on the terms and condition hereinafter appearing;

AND WHEREAS prior to the execution of these presents the Allottee/s have paid to the Promoter a sum of Rs. _____/- (Rupees _____/-) only, being part payment of the sale price of the said Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale price in the manner hereinafter appearing;

AND WHEREAS in view of the fact that the remaining provisions of the Real Estate (Regulation and Development) Act 2016], [hereinafter referred to as “the said Act”] and the Rules made thereunder have come into force with effect from 01.05.2017, the Promoter proposes to apply for registration of the said Project as an ongoing Project within a period of 3 (Three) Months from the date of such implementation i.e on or before 31.07.2017 and the Promoter shall procure such registration from the Real Estate Regulatory Authority constituted under the said Act;

AND WHEREAS, it is further agreed upon and explained by the Promoter to the Allottee/s that, G.S.T has been made applicable and will be applied on present transaction by the

government from 01st July 2017 or any other date and as per the government policy, the Promoter has already passed on the tax rebate of GST to the Allottee/s on the price agreed in the present agreement i.e. the price has already been discounted considering the setoff of GST to the Promoter/ the Promoter after explaining the set off provisions to the Allottee/s has arrived at net GST rate applicable to the Allottee/s after considering the set off of GST available to the Promoter. This consideration amount and/or the setoff mechanism have been explained to the Allottee/s by the Promoter and the Allottee/s has verified the same. Hence the consideration amount decided in this agreement is net off GST/ hence the net GST as mentioned above shall be collected from the Allottee/s on the said consideration amount. Therefore the Allottee/s in no case shall demand any further reduction/rebate in the agreed price/ the net GST rate applicable for the said Apartment and is under obligation to pay such applicable govt. charges including the G.S.T for the present unit and have no objection for the same;

AND WHEREAS under Section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale of said Apartment to the Allottee/s, being in fact these presents and also to register the said Agreement under the Registration Act, 1908;

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

- 1) The Promoter shall construct the presently sanctioned the Basement Floor, Ground Floor, Stilt Floor and Fifteen Upper Floors containing Residential Flats of the said “___” Wing, inclusive of the Shops falls / under the said wing (but ultimately to consist of 16 floors above the said Stilt floor) containing Residential Flats & Shops on the said Land in accordance with the plans, designs and specifications as approved by the Pune Metropolitan Regional Development from time to time. Provided that the Promoter shall have to obtain prior consent in writing to the Allottee/s in respect of variations or modifications which may adversely affect the said Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due change in law.
- 1.a. (i) The Allottee/s hereby agree to purchase from the Promoter and the Promoter hereby agree/s to sell to the Allottee/s the Residential Flat having a carpet area of _____ sq.mtrs bearing No._____ to be situate on the _____ floor of Wing “___” of the said Building named as “**GAGAN ADIRA**” (hereinafter referred to as “the said Building” or “Project”) as shown in the _____ Floor plan thereof hereto annexed and marked **Annexure “F”** at or for the consideration of Rs._____/ - and which includes the proportionate price of the common areas and facilities appurtenant to the said Apartment, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the Third Schedule hereunder written. For the

purpose of this Agreement, “Carpet Area” means the net usable floor area of the said Apartment, excluding the area covered by the external walls, areas under services shafts, the area of the balcony appurtenant to the said Apartment also and excluding the exclusive area of the Open Terrace at eye-level appurtenant to the said Apartment for exclusive use of the Allottee/s, [which is _____ sq.mtrs] but includes the area covered by the internal partition walls of the said Apartment.

1(b) The Allottee/s hereby agree/s to pay to the Promoter the amount of purchase consideration of Rs. _____/- (Rupees _____/-) in the following manner :-

Payment Schedule		
Stages	% Payment	Amount
Booking Amount	10%	-----/-
To be paid on or at the time of execution of Agreement	10%	-----/-
On or before Plinth Stage	15%	-----/-
On or before completion of all Slab	35%	-----/-
On or before commencement of Brickwork and other related works	10%	-----/-
On or before commencement of Plaster and other related work	10%	-----/-
On or before commencement of Flooring and other related work	10%	-----/-
At the time of possession	5%	-----/-
Total	100%	-----/-
Total	100%	-----/-

If the agreed sale price of the said Apartment is more than Rs.50,00,000/-, the Allottee/s herein shall be obliged to deduct “TDS” @1% and make payment of the same to the Income Tax Authorities and the Promoter herein shall be eligible to receive credit for such TDS deduction.

- 1(c) The Total Price above excludes Taxes (consisting of tax paid or payable by the Allottee/s by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Allottee/s) up to the date of handing over the possession of the said Apartment.
- 1(d) The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of Development Charges payable to the Pune Metropolitan Regional Development Authority and/or any other increase in charges which may be levied or imposed by the said Corporation/ Local Bodies/ Government from time to time. Any such escalation in the agreed sale / purchase price of the said Apartment shall be receivable by the Promoter alone. The Promoter undertake and agree that while raising a demand on the

Allottee/s for increase in Development Charges, cost, or levies imposed by the Pune Metropolitan Regional Development Authority etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s.

- 1(e) The Promoter may allow, in its sole discretion, a rebate for early payments of installments towards the agreed sale / purchase of the said Apartment by the Allottee / s by discounting such early payments @ 6% per annum for the period by which the respective installments have been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.
- 1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Apartment is complete and the Completion Certificate is granted by the Pune Metropolitan Regional Development Authority, by furnishing details of the changes, if any, in the carpet area. It is agreed between the parties hereto that a variation of **3% (three percent)** in the carpet area of the said Apartment as found on completion thereof shall be permissible. However, if the Carpet Area is found to be less than the Carpet Area thereof mentioned herein, the total price payable for the said Apartment shall be re-calculated upon such confirmation by the Promoter. If there is any reduction in the carpet area of the said Apartment then Promoter shall refund the excess money paid by Allottee/s within forty-five days from the date the Completion Certificate in respect of the said Apartment has been received. If there is any delay on the part of the Promoter in making such refund, the Promoter shall be obliged to make payment of interest equivalent to the MCLR prescribed by the State Bank of India + 2 per annum on the said amount or any part thereof which remains unpaid. Correspondingly, if there is any increase in the carpet area of the said Apartment allotted to Allottee/s, the Allottee / s shall be obliged to make payment of the incremental purchase price of the said Apartment to the Promoter within a period of Forty Five days from the date of receipt of the said Completion Certificate. If there is delay on the part of the Allottee / s in making payment of the said amount to the Promoter, the Allottee / s shall be obliged to make payment of interest at the above rate on the said amount or any part which remains unpaid.
- 1(g) The Allottee/s authorize the Promoter to adjust/appropriate all payments made by Allottee/s under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

- 2.1 The Promoter hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Pune Metropolitan Regional Development Authority at the time of sanctioning the said Plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee/s, obtain from the

said Corporation, Occupation and/or Completion Certificates in respect of the said Apartment.

- 2.2 Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said Project and handing over the said Apartment to the Allottee/s and the common areas to the Society formed of the Allottee/s all Apartments after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installments and other dues payable by him/her/them to the Promoter under the terms hereof and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in the Payment Schedule set out in Clause 1(b) hereinabove.
3. As mentioned above, the said Project consists of construction two multistoried Buildings one building [containing Eight Wings viz. “A”, “B”, “C”, “D”, “E”, “F”, “G” and “H”] and the other Building viz. “I” containing Commercial Premises/ Offices on a portion admeasuring 21623.05 sq.mtrs out of the said Larger Land and which portion is herein referred to as “**the said Land**”. As per the said Building Plans sanctioned by the Pune Metropolitan Regional Development Authority vide its Commencement Certificate bearing Letter No. BHA / C.R.NO.1371/Wagholi Gat.No.569,569A/1+2+3+4+5 dated 08.03.2017, the said Phase I of the said Project i.e. Fifteen Floors of the said Wings “A”, “B”, “C” and “D” and Shops falls under / situated in the Ground Floor of the said wings to be constructed by the Promoter on the said Land are to consume F.A.R. (FSI) of 25390.91 sq.mtrs]. The Promoter has further informed the Allottee / s that the construction of the said the construction of the remaining/ balance one floor of each of the said Wings “A”, “B”, “C” & “D” [after the Building Plan/s thereafter is/are revised by the Pune Metropolitan Regional Development Authority] shall consume F.A.R. (FSI) of 1916.77 sq.mtrs.

AND WHEREAS under the said sanctioned Layout, the portion out of the said Larger Land earmarked for construction of a said two multistoried Buildings admeasures 21623.05 sq.mtrs and which portion admeasuring 21623.05 sq.mtrs is more particularly described in the **Second Schedule** hereunder written and hereinafter referred to as “**the said Land**”;

4. The Promoter hereby agrees that it shall, before handing over possession of the said Apartment to the Allottee/s and in any event before execution of a Deed of Conveyance of the said Building and the said Land in favour of a Co-operative Housing Society to be formed by the Allottee/s of Apartments in the said Building to be constructed on the said Land (hereinafter referred to as “The Society”) make full and true disclosure of the nature of the title of the Confirming Party / the beneficial title of the Promoter to the said Building and the said Larger Land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Building and the said Land, and shall, as far as practicable, ensure that the said Building and the said Land is free from all encumbrances

and that the Promoter and Confirming Party have absolute, clear and marketable title to the said Building and the said Land respectively, so as to enable the Promoter and Confirming Party to convey the same to the said Society with absolute, clear and marketable title on the execution of a Deed of Conveyance of the said Building and the said Land by the Promoter and the Confirming Party in favour of the said Society, within two months of obtaining Occupation Certificate / Completion Certificate in respect of the said Building provided by that time the Promoter and the Confirming Party shall have having received the full consideration from the Allottees of Apartments agreed to be sold by each of them.

5. On completion of the said Building known as “**GAGAN ADIRA**”, the Allottee/s of all Apartments shall be admitted as Members of the said Society with the same rights and the same benefits and subject to the same obligations as those of the Allottee/s herein and other members of the said Society without any reservations or conditions. However, it is clarified that before the Allottee/s herein is/are admitted as Members of the said Society the Allottee/s shall have paid/cleared all his/her/their dues under the terms hereof to the Promoter including amounts by way of contribution towards the Common Expenses and Outgoings of the said Building.
6. The Promoter and the Confirming Party hereby agree that they shall, before handing over possession of the said Land to the said Society of the Allottees of Apartments in the said Building known as “**GANGA ADIRA**” as its members, make full and true disclosure of the nature of their title to the said Land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Land, and shall, as far as practicable, ensure that the said Land is free from all encumbrances and that the Promoter and the Confirming Party have absolute, clear and marketable title to the said Land, so as to enable them to convey the said Land to the said Society with absolute, clear and marketable title on the execution of a Deed of Conveyance of the said Building and Land by the Promoter and the Confirming Party in favour of such Society within two months of registering the Society of the Allottee/s of the said Building constructed on the said Land.
 - 6.1 The Allottee/s agrees to pay to the Promoter floating interest at a rate 2% more than the highest MCLR of the State Bank of India per annum from the date on which the amount became due on all the amounts which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.
 - 6.2 Without prejudice to the rights of the Promoter to charge interest in terms of Sub-Clause (i) above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement, including his/her proportionate share of taxes levied by concerned local authority and other outgoings, and on the Allottee/s committing breach of any of the terms and conditions herein contained, the

Promoter shall be entitled at its own option, to terminate this Agreement: In the event of such termination, the Promoter shall be entitled to retain an amount equivalent to 10% of the agreed sale / purchase price of the said Apartment (which shall stand forfeited) and to refund the balance without interest to the Allottee / s.

- 6.3 The Promoter shall, however, give notice of seven days in writing to the Allottee/s by email at the email address provided by the Allottee/s of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions hereof in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectifies the breach or breaches mentioned by the Promoter within the period of notice, then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement and upon termination of this Agreement, the Promoter shall be at liberty to dispose of and sell the said Apartment to such person and at such price as the Promoter may in his absolute discretion think fit.
- 6.4 Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s, subject to adjustment and recovery of the said amount to be forfeited or any other amount which may be payable to Promoter, within a period of Thirty days of the termination, the aggregate amount towards the sale price of the said Apartment which may till then have been paid by the Allottee/s to the Promoter but the Promoter shall not be liable to pay to the Allottee/s any interest on the amount so refunded.
7. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particulars like brand, or price range (if unbranded) to be provided by the Promoter in the said Building and the said Apartment are those that are set out in **Annexure "G"** annexed hereto.
8. The Promoter shall give possession of the said Apartment to the Allottee/s on or before **30th JUNE, 2020**. If the Promoter fails or neglects to give possession of the said Apartment to the Allottee/s on account of reasons beyond its control and of its agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by it in respect of the said Apartment at a rate 2% more than the highest MCLR of the State Bank of India from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.
9. The Promoter shall be entitled to a reasonable extension of time for giving delivery of the said Apartment on the aforesaid date, if the completion by the Promoter of the said Building in which the said Apartment is to be situate is delayed on account of-
- (i) Non-availability of steel, other building material, water or electric supply;
 - (ii) War, civil commotion or Act of God;

(iii) Any notice, order, rule, notification of the Government and/or other public or competent authority on account of which the Promoter is restricted from carrying out the work of development / construction and / or the Promoter are restricted from creating third party interest on any Residential Flat forming part of the "Owner's Premises".

10.1 Procedure for taking possession - The Promoter, upon obtaining the Occupancy Certificate from Pune Metropolitan Regional Development Authority, shall offer in writing the possession of the said Apartment to the Allottee/s in terms of this Agreement within Fifteen Days from the date of receipt of such Occupancy Certificate and the Promoter shall give possession of the said Apartment to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree/s to pay the maintenance charges as determined by the Promoter or Association of Allottee/s, as the case may be.

10.2 The Allottee/s shall take possession of the said Apartment within 15 (fifteen) days of the Promoter giving written notice to the Allottee/s intimating that the said Apartment is ready for use and occupation:

10.3 Failure of Allottee/s to take Possession of the said Apartment: Upon receiving a written intimation from the Promoter as per Clause 10.1, the Allottee/s shall take possession of the said Apartment from the Promoter and acknowledge having received such possession on a copy of the Letter of Possession in respect of the said Apartment issued by the Promoter to the Allottee / s herein and the Promoter shall give possession of the said Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in Clause 10.2, such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

10.4 If within a period of five years from the date of handing over the said Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said Apartment or the building in which the said Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Confirming Party, compensation for such defect in the manner as provided under the Act. The Allottee/s shall not, without the prior written consent of the Promoter to carry out any alterations of whatsoever nature in the said Apartment or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. The Allottee/s shall also not chisel or cause damage to the columns, beams, walls, slabs, R.C.C. members and other structural members or damage the water proofing of the flooring of the said Apartment. If any of such works are carried out without the written consent of the Promoter, the liability of a "Promoter" under the Real Estate (Regulation and Development) Act 2016 to rectify defects automatically shall become void and the Allottee/s shall be liable to pay all costs

and damages towards restoration, repairs etc. arising from such unauthorized works. Notwithstanding anything to the contrary contained hereinabove as regards Items/ Goods/ Systems such as Lifts, Fire-Fighting Equipment, Solar Heating System, Sewage Treatment Plant, Organic Waste Converter, Sanitary Fittings and C.P. Fittings to be provided by the Promoter in the said Project and/or in the said Unit, the Promoter's liability for any manufacturing defects therein shall be concurrent with and be limited to the period of Warranty given by the Manufacturers of such Items/ Goods/ Systems and shall not extend beyond such periods. Further, such warranties pertaining to such Items/ Goods/ Systems which require periodic maintenance shall become null and void if such periodic maintenance is not attended to by the Co-operative Housing Society formed of the purchasers of Flats/ Units in the said Project. If the said Apartment and / or in the said Building or the material used, the matter shall within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under Section 72 of the Real Estate (Regulation and Development) Act 2016.

11. The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for purpose of such Residential user as shall be permissible under the Applicable Development Regulations. He/she/they shall use the parking space only for purpose of keeping or parking the Allottee's vehicle.
12. The Allottee/s along with other allottee/s of other Apartments in the said Building shall join in forming and registering the Society known as "Gagan Adira Cooperative Housing Society Limited", and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the said Society and for becoming a member, including the Bye-Laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter and the Confirming Party to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft Bye-Laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies, or any other Competent Authority.
- 13.1 The Promoter and the Confirming Party shall, within the period mentioned above, transfer to the Society all the right, title and the interest of the Promoters and the Confirming Parties in the said Building in which the said Apartment is situate and the said Land.
- 13.2 (a) Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the said Apartment is ready for use and occupation, the Allottee/s shall be liable to bear and pay the proportionate share i.e. in proportion to the floor carpet area of the said Apartment, of outgoings in respect of the said Land and the said Building namely local taxes, betterment

charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Land and the said Building. Until the Society is formed and the said Building and the said Land is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined.

(b) On or before taking possession of the said Apartment hereby agreed to be sold/purchased, the Allottee/s shall deposit with the Promoter a sum of Rs. _____/- (Rupees _____ Only). The Promoter shall deposit the said Deposit and the other deposits received from the other allottees of Apartments in the said Project wherein the said Apartment is housed in a separate bank account opened for that purpose and shall transfer all amounts lying in such account to the name of the Society or Limited Company formed of all allottees of Apartments in the said Project. The said deposit shall be utilized for the building up of a fund of the said Society or Limited Company for meeting all expenditure for maintenance/ repair/ improvement of the common areas and facilities of the said Building and the said Land. The interest accrued on the said deposit and the other deposits received from the other Allottee/s of Apartments in the said Project will be utilized for defraying costs of maintenance, repair and upkeep of the Common Areas and Facilities of the said Building and the said Land till handing over of the said Building and the said Land to the Society to be formed of all the Allottee/s of Apartments therein. In the event of the interest accrued on the deposit mentioned in this Clause being found at any time to be insufficient for defraying costs of maintenance, repair and upkeep of the Common Areas and Facilities of the said Building and the said Land then, the Allottee/s herein and the allottee/s of other Apartments in said Building shall be obliged to make further contributions towards the same otherwise the Promoter shall be entitled to utilize any part of the Deposits as mentioned above recovered by them from the allottees of such Apartments in the said Building for the said purpose.

b. 1. The above mentioned maintenance charges shall include following items for which it is to be utilized:

- i. Housekeeping and cleanliness
- ii. Maintenance contracts of lifts, generators, Sewage Treatment plant (STP), pumping system, water pumps, CCTV cameras, Organic Waste Converter (OWC), Tank cleanings, Fire Fighting Equipment's, solar System, intercom.
- iii. Running cost of all the equipments and instruments above.
- iv. Common electricity bills for common area of buildings and common areas of the Society
- v. Security charges
- vi. Gardening charges
- vii. Expenses of water as may be required to be purchased from private sources and all other related expenses
- viii. Running expenses for clubhouse, (Gym) and play grounds and

equipment's thereof.

- ix. Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses after the completion of the project and the whom has been specifically appointed for the said reason only.
 - x. Non agricultural taxes if any applicable and any other similar taxes after the completion of the project and as laid down by the PMC or concern Grampanchayat or any local bodies.
 - xi. Pest control expenses after the completion of the unit.
 - xii. Expenses incurred for maintenance of common service lines & replacements of electric switches /light points.
 - xiii. Elevator repairs & maintenance contracts along with lift inspection charges.
 - xiv. Firefighting certification after completion
 - xv. Operational and electricity charges for the sewage treatment plant for the Society
 - xvi. Property tax after the completion.
 - xvii. Any other taxes, levies, cess etc. of the property,
 - xviii. Any other statutory charges,
- b.2. It is agreed between the parties that the above maintenance amount shall not include the items mentioned below, and the Allottee and/ or the society either individually or through any appointed agency or, shall have to bear the following expenses, entirely from separate contribution other than the maintenance amount made by the Allottees or which may be adjusted by the promoter from the same if not paid by the allottees from the above maintenance charges account only;
- i. for building/ Apartments/ equipments/ machinery, towards theft, fire etc. and any other such expenses,
 - ii. Sinking fund if opened by the promoter from the extra money collected from the unitholders.
 - iii. Repairs of the building for leakages, seepage to the property or any part thereof.
 - iv. Wear and tear charges either for the unit or for the building as whole.
- b.3. The Allottee/s has understood the entire scheme of maintenance in detail. The Allottee/s admits and agrees to the same, so that the maintenance of the entire building or the project is not hampered in any way due to lack of or nonpayment by the Allottees.
- b.4. It is also clearly understood that this shall not preclude such society or the Promoter, from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottee/s, provided the decision to that effect is duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Allottee/s.
- b.5. Such society or the Promoter shall be entitled to claim interest, on the arrears of such

charges from the defaulting Allottee/s, without prejudice to the other rights and powers of the organization.

b.6. Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/ or society of Allottees after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Allottee/s shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/ or society and/ or federal society, as the case may be.

b.7. That to avoid any doubts it is agreed and understood by the purchasers, that the above mentioned maintenance amount is calculated and worked out on the basis of the present market conditions, and if for any reason in future, on the account of exhausting of the said maintenance charges/funds and or due to any exigencies, additional amounts are required to be contributed for the maintenance charges, the purchasers agrees that he/ she/ they shall be bound to contribute and pay to the promoter or the formed society/ body.

(c) The Allottee/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee/s shall be regarded as the default on the part of the Allottee/s and shall entitle the Promoter to terminate this Agreement in accordance with the terms and conditions contained herein.

14. The Allottee/s shall make payment of Goods and Services Tax applicable to the said Apartment as and when it becomes due and payable at the rate prescribed by Law from time to time to the Promoter who shall thereupon make payment of the same to the Government as prescribed by Law. If, however, at any time hereafter, the rates of such Goods and Services Tax are increased or decreased by the Government, the amount payable by the Allottee/s to the Promoter under this Clause shall vary accordingly. In addition to the above, the Allottee/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge as are or as may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Apartment by the Promoter to the Allottee/s before or after taking the possession of the said Apartment as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Allottee/s shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by

the Promoter, the Allottee/s shall be liable to reimburse the same together with interest accrued thereon to the Promoter and the Allottee/s hereby agree to indemnify and keep indemnified the Promoter from or against all loss or damage suffered or incurred by the Promoter as a result of non-payment by the Allottee/s of any such taxes, duties etc.

15. On or before commencement of the work of Brick & Plaster Work of the said Apartment, the Allottee/s agree/s to make payment of **Rs.3,50,000/-** (Rupees Three Lakhs Fifty Thousand Only) to the Promoter towards Infrastructure Charges.
16. At the time of registration of a Deed of Conveyance of the said Building and the said Land No.1, the Allottee/s shall pay to the Promoter the Allottees' share of Stamp Duty and Registration Charges payable by the said Society on such Deed of Conveyance or any Document or instrument of transfer in respect of the said Building and the said Land.

17.1 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrant to the Allottee/s as follows:

- i. The Confirming Party have clear and marketable title to the said Land as certified in the Title Certificate annexed to this Agreement and the Promoter is fully entitled to carry out development upon the said Land and they also have actual, physical and legal possession of the said Land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- iii. There are no encumbrances upon the said Land or the Project except those disclosed in the said Title Certificate, if any;
- iv. There is no litigation pending before any Court of Law with respect to the said Land or Project except those disclosed in the said Title Certificate, if any;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the said Land and said Building are valid and subsisting and have been obtained by the Promoter by following due process of law. Further, all approvals, licenses and permits to be issued by the Competent Authorities with respect to the Project, shall be obtained by following due process of law and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Land, Building and Common Areas;

- vi. The Promoter have the right to enter into this Agreement and they have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- vii. The Promoter have not entered into any Agreement for Sale and/or Development Agreement or any other Agreement / Arrangement with any person or party with respect to the said Land, the said Building and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- ix. The Promoter shall pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Building and the said Land to the Competent Authorities;
- x. No notice from the Government or any other Local Body or Authority or any Legislative Enactment, Government Ordinance, Order, Notification (including any notice for acquisition or requisition of the said Larger Land) has been received or served upon the Promoter and / or the Confirming Party No.1 in respect of the said Land and/or the Building except those disclosed in the said Title Certificate, if any.

17.2 The Allottee/s for himself/ themselves and with intention to bind all persons into whosoever is hands the said Apartment may come, hereby covenants with the Promoter as follows:

- i. To maintain the said Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situate which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the said Apartment is situate and the said Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said Apartment is situated or storing of which goods is objected to by the concerned Local or Other Authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Apartment is situate, including entrances of the said Building in which the said Apartment is situate and in case any damage is caused to the said Building in which the said Apartment is situated or the said Apartment on account of

negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

- iii. To carry out at his/her/their own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situate or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned Local Authority and/or Other Public Authority.
- iv. Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building in which the said Apartment is situate and shall keep the sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Building in which the said Apartment is situate and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the without the prior written permission of the Promoter and/or the Society.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and the said Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Land and the said Building.
- vii. Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Building.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee/s to any purposes other than for purpose for which it is sold.

- ix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assign or part with the interest etc.
 - x. The Allottee/s shall observe and perform all the By-Laws which the Society 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 Apartments 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 Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
 - xi. Till a Deed of Conveyance of the said Building and the said Land is executed in favour of the said Society, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Building and Land or any part thereof to view and examine the state and condition thereof.
18. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law any undivided share in the said Apartment or of the said Land and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him / her / them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter and the Confirming Party until the said Building and the said Land is transferred to the Society.
21. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**
After the Promoter executes this Agreement it shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then

notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such said Apartment.

22. COST OF PROVISION OF WATER TO THE SAID BUILDING:

As mentioned above, the said Larger Land is situate within the limits of the Pune Metropolitan Regional Development Authority and, in the circumstances, the Municipal and Planning Authority is the said Authority. However, at the time when the Promoter submitted the building layout and building plans in respect of the said Larger Land for sanction to the Municipal Corporation of Pune, the Pune Metropolitan Regional Development Authority has, as a pre-condition for grant of such sanction, required the Promoter to submit an undertaking stating that it shall be the responsibility of the Promoter to make provision of supply of water to the Project to be implemented on the said Larger Land and which undertaking has been taken by the said Authority from the Promoter. The Promoter, shall at the appropriate time, make application to the Pune Metropolitan Regional Development Authority for Municipal water connections of the requisite capacity for the said Project and the Promoter shall make payment of the necessary charges in respect of such water connections to the said Corporation. However, until such time as such Municipal water connections are provided by the Pune Metropolitan Regional Development Authority and the same become operational and until such time as water supply from said authority through such connections is adequate for the needs of the holders/ occupants of Apartments in the said Project, the Promoter propose to procure water for the requirement of the holders/ occupants of Flats/ Apartments in the said Project through water tanker agencies and other sources. All costs, charges and expenses for provision of such water to the said Project are to be borne and paid by the holders of Apartments in the said Project on a pro-rata basis. Such cost of provision of water to the said Project shall be deemed to be part of the expenses and outgoings of the Common Areas and Facilities of the said Project as specified in the Fourth Schedule hereunder written. In the circumstances, from out of the amounts contributed by the Allottee / s herein and the allottee of other Apartments in the said Project towards the expenses and outgoings of the Common Areas and Facilities of the said Project, the Promoter shall defray the costs of making provision for water.

23. BINDING EFFECT:

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Schedule of Payments set out above within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned

Sub- Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for his / her registration as and when intimated by the Promoter, then the Promoter shall serve a Notice to the Allottee/s for rectifying the default, which if not rectified within 7 (Seven) days from the date of its receipt by the Allottee/s, application of the Allottee/s for allotment of the said Apartment shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

24. **ENTIRE AGREEMENT:**

This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

25. **RIGHT TO AMEND**

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

26. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES:**

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

27. **SEVERABILITY:**

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

28. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee(s) of Apartments of the said Building, the same shall be the proportion which the carpet area of the said bears to the total carpet area of all the Apartments in the said Building.

29. **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

30. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

31. The Allottee/s and/or Promoter shall present this Agreement as well as the Deed of Conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter and the Confirming Parties will attend such office and admit execution thereof.

32. That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D or notified Email ID at their respective addresses specified below:

Name of Allottee/s : 1) Shri. _____.
2) Smt._____.
Address :_____.
Notified Email ID:_____.

Promoter name : **TOPAZ HOMES LLP**
301, 3rd Floor, "Marvel Alaina",
Lane No.5, Koregaon Park,
Pune – 411001.

Notified Email ID: crm@gagandevolvers.com

It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

32. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

33. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts in Pune will have the jurisdiction, subject to the provisions of the said Act to adjudicate upon all disputes arising by and between the parties hereto under the terms hereof for this Agreement. This Agreement is subject to the provisions of the Real Estate (Regulation and Development) Act 2016 and Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agent, Rates of Interest and Disclosures on Website) Rules 2016 read with the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, as amended till this date.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Pune in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE
(Description of The said Larger Land)

All that piece and parcel of a contiguous block of land admeasuring 41650 sq. mtrs., formed of portions admeasuring 21436.47 sq. mtrs., 6247.50 sq. mtrs., 4165 sq. mtrs., 8452.82 sq. mtrs. and 1348.21 sq. mtrs. bearing respective Plot Nos. A/1, A/2, A/3, A/4 and A/5 out of the sanctioned layout of land totally admeasures 08 Hectors 33 Ares, bearing Gat Number 569 situate, lying and being at Village Wagholi within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Gram Panchayat of Village Wagholi and falling in the "Residential" Zone under the Regional Plan for Pune Metropolitan Region, currently in force and the said contiguous block of land admeasuring 41650 sq. mtrs., bounded as follows that is to say-

On or towards the East : By Pune Ahmednagar Road;

On or towards the South : By Land bearing Gat No. 571, Wagholi;

On or towards the West : By Plot B out of the Layout of
the Land bearing Gat No. 569, Wagholi;

On or towards the North : By Gat No. 559,568,,566,241, Wagholi.

THE SECOND SCHEDULE
(Description of The said Land)

A portion admeasuring 21623.05 sq.mtrs out of the said Larger Land is s earmarked for construction of two multistoried Buildings, one Building [containing Eight Wings] containing Residential Flats & Shops and the other Building containing Commercial Premises. The said portion admeasuring 21623.05 is delineated in Red Ink on the Plan annexed hereto as **Annexure "A"**.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the said Apartment)

The Residential Flat admeasuring _____ sq.mtrs carpet area bearing No. _____ to be situate on the _____ Floor of Wing “_____” of the said Building to be known as **“GAGAN ADIRA”** to be constructed by the Promoter on the said Land more particularly described in the Second Schedule hereinabove written TOGETHER WITH the exclusive right of user of the Open Terrace at eye-level having an area of _____ sq.mtrs appurtenant to the said Flat and further TOGETHER WITH together with the exclusive right of user of the covered car parking space/s bearing No. _____ situate in the Basement / _____ Parking Floor of the said Wing “_____” and which said Apartment together with the Open Terrace /s at eye level appurtenant thereto is delineated in red ink on the _____ plans of the said Building annexed hereto as **Annexure “C”**.

THE FOURTH SCHEDULE
(Description of Common Area and Facilities)

Here set out the nature, extent and description of common areas and facilities.

- Stair cases
- Lifts
- lift lobbies,
- fire escapes
- common entrances and exits of buildings
- Common basements
- Parks
- Play areas
- Water Tanks
- Sumps
- Motors
- Ducts

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Amenities and Specifications)

- Club & Gymnasium
- Multipurpose Court
- Swimming Pool
- Pathway
- Gazebo
- Multipurpose Lawn
- Kids Play Area & Gaming Zone
- Trellis with Seating
- Mini Theatre
- Jacuzzi & Plunge Pool
- Library
- Multipurpose Hall
- Squash Court
- Steam

SPECIFICATIONS

- 800 x 800 mm Vitrified Tile Flooring in Living Room
- Telephone and TV Point in Living Room
- Putty finish for walls
- 600 x 600 mm Vitrified Tile Flooring in all bedrooms
- TV Point in Bed Rooms
- Modular Kitchen with hob and chimney
- Vitrified/Ceramic flooring for Toilet/s
- dado
- Standard make CP Fittings and sanitary ware
- Solar heater connection in one bathroom
- Video door phone, Smoke detectors & Panic button
- OBD finish for internal walls
- Good quality paint for external walls
- Plywood door frames and both side laminate flush doors
- Pipe Gas line

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses & Outgoings)

1. Towards maintenance and repairs of common areas and facilities like garden, swimming Pool, Club House, lifts, firefighting equipment, water tanks.
2. Wages of Watchmen/ Security, Housekeeping/ Sweepers etc. and charges of plumbers, carpenters ,electricians
3. Premium and other costs for effective Insurance of common facilities/installations.
4. Revenue Assessment.
5. All other taxes, levies, charges and cesses.
6. Electricity and water charges/water tanker charges and deposits in respect of common electrical and water pumps, generator and other installations and maintenance.
7. Expenses of and incidental to the management and maintenance of the said Building known as “ **GAGAN ADIRA**”.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(Details Of Payments)

Sr. No.	Date	Amount	Bank	Cheque No./RTGS/DD.No.
01.				
02.				

SIGNED & DELIVERED by the within named)
Promoters **TOPAZ HOMES LLP**,)
by the hand of one of its Partners)
MR. ANSHUL NARESH GARG)



SIGNED & DELIVERED by the within named)
Confirming SMT. NIRMALADEVI)
PRATAPRAO SATAV by the hands of her)
duly constituted attorney,)
TOPAZ HOMES LLP,)
by the hand of one of its Partners)
MR. NARESH SUGANCHAND GARG)



SIGNED & DELIVERED by the)
within named Purchaser/s)
1. _____)

2. _____)