

**ARTICLES OF AGREEMENT**

THIS ARTICLE OF AGREEMENT IS MADE AND EXECUTED AT PUNE ON  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018.

**BETWEEN**

**M/s. FORTUNE HOMES**

A partnership firm Registered under the Indian Partnership Act, **1932** and having its office at – Office No 110 & 111, Vishal Ventilla, Behind Nobel Hospital, Magarpatta Road, Hadapsar, Pune-28,

(PAN: \_\_\_\_\_)

Through its authorized partner

**MR. SATISH SHIVLAL KOKATE,**

Age: 43 Years Occ: Business,

PAN: AOJPK8851N,

HEREINAFTER referred to as the “**PROMOTER / DEVELOPER**”. [Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said firm, it's present and future partners their heirs, executors, administrators and assigns] to be called as ...

**... PARTY OF THE FIRST PART**

**AND**

- 1. Mr. Shivaji Bhiku Gaikwad**
- 2. Smt. Dagadabai Shivaji Gaikwad**
- 3. Mr. Sambhaji Shivaji Gaikwad**
- 4. Mr. Tanaji Shivaji Gaikwad**
- 5. Mr. Chandrakant Shivaji Gaikwad**

**Through Their Constituted Attorney**

**M/S. FORTUNE HOMES,**

**Through Its Partner**

**MR. SATISH SHIVLAL KOKATE,**

HEREINAFTER referred to as the “**OWNERS/CONSENTING PARTY**”. [which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Owners, survivor or survivors and their heirs, executors, administrators of their last survivors and their assigns] to be called as

...

**... PARTY OF THE SECOND PART**

**AND****1] MR.** .....

Age: ..... years, Occupation: .....,

PAN: .....

**2] MRS.** .....

Age: .....years, Occupation: .....,

PAN: .....

R/at: .....

.....

HEREINAFTER referred to as the “**PURCHASER/S/ALLOTTEE** [which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators] to be called as

**...PARTY OF THE THIRD PART****W H E R E A S**

**All that piece and parcel of** land bearing Survey No. 12, Hissa No. 2/2/1 ,2/2/2, 2/2/3, 2/2/4, 2/2/5 of village Kondhawa Budruk,Taluka Haveli,District Pune, totally admeasuring 01H 62 Ares which is within the limits of Pune Municipal Corporation, more particularly described in ‘Schedule I’ hereunder.

**AND WHEREAS** the Promoter/Developer herein are well and sufficiently entitled to and otherwise seized & possessed of all that piece & parcel of land bearing Survey No 12 Hissa No 2/2/1 ,2/2/2, 2/2/3, 2/2/4, 2/2/5 , of the Village Kondhawa Budruk, Tal- Haveli, Dist- Pune, total admeasuring area 01 Hector 62 Ares, within the limits of Pune Municipal Corporation and within the Jurisdiction of Registration Sub District & Taluka Haveli, Dist- Pune. Hereinafter for the sake of convenience the property A, B, C, D & E, collectively referred to as the “Said Property” and are more particularly described in “**SCHEDULE-I**” given hereunder,

**AND WHEREAS** Mr. Shivaji Bhiku Gaikwad is the owner of land bearing Survey No12, Hissa No 2/2/1, of the Village Kondhawa Budruk , Tal- Haveli, Dist- Pune, admeasuring about 00 Hector 32.40 Ares, within the limits of the Pune Municipal Corporation and Registration Sub District Haveli, District Pune (Hereinafter referred to as the “**SAID PROPERTY A**”).

**AND WHEREAS** Sou. Dagadabai Shivaji Gaikwad is the owner of land Survey No12, Hissa No 2/2/2, of the Village Kondhawa Budruk , Tal- Haveli, Dist- Pune, admeasuring about 00 Hector 32.40 Ares, within the limits of the Pune Municipal Corporation and Registration Sub District Haveli, District Pune (Hereinafter referred to as the "**SAID PROPERTY B**").

**AND WHEREAS** Mr. Sambhaji Shivaji Gaikwad is the owner of land bearing Survey No12, Hissa No 2/2/3, of the Village Kondhawa Budruk , Tal- Haveli, Dist- Pune, admeasuring about 00 Hector 32.40 Ares, within the limits of the Pune Municipal Corporation and Registration Sub District Haveli, District Pune (Hereinafter referred to as the "**SAID PROPERTY C**").

**AND WHEREAS** Mr. Tanaji Shivaji Gaikwad is the owner of land bearing Survey No12, Hissa No 2/2/4, of the Village Kondhawa Budruk , Tal- Haveli, Dist- Pune, admeasuring about 00 Hector 32.40 Ares, within the limits of the Pune Municipal Corporation and Registration Sub District Haveli, District Pune (Hereinafter referred to as the "**SAID PROPERTY D**").

**AND WHEREAS** Mr. Chandrakant Shivaji Gaikwad is the owner of land bearing Survey No12, Hissa No 2/2/5, of the Village Kondhawa Budruk , Tal- Haveli, Dist- Pune, admeasuring about 00 Hector 32.40 Ares, within the limits of the Pune Municipal Corporation and Registration Sub District Haveli, District Pune (Hereinafter referred to as the "**SAID PROPERTY E**").

**AND WHEREAS** from the revenue record i.e. 7/12 extract and Mutation Entry No. 648 reveals that, Sale Deed between Rama Tukaram Biramane and Moru Ganpati Kamthe was executed on 05/07/1930; however after execution of the said Sale Deed name of Moru Ganpati Kamthe was recorded on the other rights coloum of 7/12 extract as "Moru Ganpati Kamthe Mortgagor.

**AND WHEREAS** on perusal of Mutation Entry No. 814 it seems that Rama Tukaram Biramane died on 30/05/1934 leaving behind him wife as legal heir and hence the name of Kasabai Rama Biramane was recorded on 7/12 extract. Mutation Entry No. 1136 reveals that Kasabai Rama Biramane had expired leaving behind one daughter Dhondabai Bhiku Gaikwad and hence her name was recorded on record of rights.

**AND WHEREAS** Mutation Entry No. 1339 shows that, Devba Raoba Yadav was recorded as “Protected Tenant” in other rights column of the said property and said Mutation Entry was certified on that behalf.

**AND WHEREAS** Mutation Entry No. 1454 reveals that, an application was given on 12/04/1950 and informed that, Dhondabai Bhiku Gaikwad expired prior to one year and hence her legal heir Shivaji Bhiku Gaikwad minor through Natural Guardian Bhiku Ganpati Gaikwad was recorded on record of rights-

**AND WHEREAS** Mutation Entry No. 1784 reveals that, Bhiku Ganpati Gaikwad died on 02/11/1957 and though he had one son Shivaji Bhiku Gaikwad and two daughters Shantabai Sopan Kate and Vatsala (Vachhala) Vitthal More as legal heirs, name of Shivaji Bhiku Gaikwad was recorded as Joint Family Manager.

**AND WHEREAS** Mutation Entry No. 1849, it was seen that Devba Ravba Yadav was not in cultivation of the said lands since 1957 and hence his name being hollow, “Poklist” was accordingly deleted from 7/12 extract of Old S. No. 103/2/2.

**AND WHEREAS**, the old Survey Number 103 of village Kondhawa Budruk has been changed to New Survey Number 12 and **Mutation Entry No. 8036** was sanctioned in that behalf.

**AND WHEREAS** Mutation Entry No. 8794 it is seen that, the name of Moru Ganpati Kamathe was recorded in other rights column as “Pokalist” is deleted from 7/12 extract on the basis of application and Deed of Conveyance filed by Shivaji Bhiku Gaikwad.

**AND WHEREAS** after perusal of copy of Judgment by the Honorable Dy. Collector and Competent Authority No. III, Pune Urban Agglomeration, Pune in ULC Case No. ULC/SR-81-GA, held that, the land bearing S. No. 103/2/2 (New S. No. 12/2/2), S. No. 103/1/2A, S. No. 103/2/4 and S. No. 11/1/1A of village Kondhawa Budruk were held to be retainable lands in favour of Declarant Mr. Shivaji Bhiku Gaikwad.

**AND WHEREAS** It reveals from Mutation Entry No. 22934 that, Smt. Shantabai Sopan Kate and Mrs Vatsala Vitthal More through their Power of Attorney holder Mr. Sambhaji Shivaji Gaikwad released their share in favour of Mr. Shivaji Bhiku Gaikwad, Mr. Tanaji Shivaji Gaikwad and Mr. Chandrakant Shivaji Gaikwad vide registered Release Deed registered in the office of Sub-Registrar Haveli No. 1, Pune at Serial No. 3544/1998.

**AND WHEREAS** Mutation Entry No. 13338, it is cleared that, Mr. Shivaji Bhiku Gaikwad, Dagadabai Shivaji Gaikwad, Sambhaji Shivaji Gaikwad, Tanaji Shivaji Gaikwad and Chandrakant Shivaji Gaikwad applied to the Hon'ble Tahsildar and the land has been partition among them and according to the said partition, the land is divided in sub-plots followingly. The name of Mr. Shivaji Bhiku Gaikwad is mutated in the record of rights of Survey No. 12 Hissa No. 2/2/1 admeasuring about 00 Hecter 32.40 Ares. The name of Dagadabai Shivaji Gaikwad is mutated in the record of rights of Survey No. 12 Hissa No. 2/2/2 admeasuring about 00 Hecter 32.40 Ares. The name of Sambhaji Shivaji Gaikwad is mutated in the record of rights of Survey No. 12 Hissa No. 2/2/3 admeasuring about 00 Hecter 32.40 Ares. The name of Tanaji Shivaji Gaikwad is mutated in the record of rights of Survey No. 12 Hissa No. 2/2/4 admeasuring about 00 Hecter 32.40 Ares. The name of Chandrakant Shivaji Gaikwad is mutated in the record of rights of Survey No. 12 Hissa No. 2/2/5 admeasuring about 00 Hecter 32.40 Ares.

**AND WHEREAS** Mutation Entry No. 1926 shows that the Government of Maharashtra passed Act relating to Weight & Measurement and hence the area of the said property changed from Acre & Guntha to Hecter and Ares and assessment is changed to Rupees and Paise.

**AND WHEREAS**, the land owner's of property A,B,C,D & E i.e Shivaji Bhiku Gaikwad, Dagadabai Shivaji Gaikwad, Sambhaji Shivaji Gaikwad, Tanaji Shivaji Gaikwad & Chandrakant Shivaji Gaikwad decided to develop said land and hence Owner i.e. Consenting Party has executed Development Agreement & Power of Attorney in favour of M/S Fortune Homes, which are executed on 24/08/2017 and Registered the same on 18/09/2017, in the office of Sub-Registrar Haveli No. 3 Pune at Serial No. 9469/2017 & 9470/2017 respectively. And thus the said Developer has rights to develop the said property.

**AND WHEREAS** the above referred Owners have **assigned rights of development** and also assigned rights to the Promoter/ Developer herein i.e. M/s. Fortune Homes to enter into Agreements of allotment/ sale thereof with prospective purchaser/ allottees vide **Development Agreement** which is registered in the office of Sub Registrar Haveli No 3,Pune at **Sr. No. 9469/2017** and also executed **Irrevocable General Power of Attorney** in favour of M/s Fortune Homes, which is registered in the office of Sub Registrar Haveli No. 3, Pune at Sr. No. **9470/2017** on 24/08/2017.

**AND WHEREAS** Promoters are entitled to develop the said property more specifically described in the **Schedule of the property - I** hereunder written by construction of multi-storied Building/s containing Units or other Structures thereon and to enter into Agreements for Sale of such Flats/ Shops /Office with prospective purchaser/allottees thereof under the provisions of the Maharashtra Ownership Flats Act, 1963 and Real Estate Regulation Act, 2016 or otherwise howsoever exploit the commercial potentiality of the said land and to receive and appropriate the sale proceeds thereof or benefits therefrom.

**AND WHEREAS** on the basis of above said Development Agreement and Power of Attorney, the said Promoter/ Developer herein submitted a building plan to Pune Municipal Corporation and said plan is duly approved under sanction plan of proposed Building approved under Commencement Certificate bearing No. **CC/3011/17 dated 14/02/2018 and CC/3484/17 dated 22/03/2018** by Pune Municipal Corporation in respect of aforesaid properties.

**AND WHEREAS** pursuant thereto the Powers conferred by the land owners the Promoters have preferred an application to the Sub Divisional Officer Haveli Sub Division Pune for grant of permission for non agricultural use of the said property. The Sub Divisional Officer Haveli Sub Division Pune granted permission to use the said land for Non Agricultural Purposes to the promoter herein U/S. 44 OF Maharashtra Land Revenue Code 1966 by **Order No. NASR/334/2017 dated 07/12/2017** in respect of land Survey No. 12 Hissa No. 2/2/1,2/2/2,2/2/3,2/2/4 and 2/2/5 totally admeasuring 01H 62 Ares. Of Village Kondhawa Budruk,Taluka Haveli, District Pune.

**AND WHEREAS** on the basis of above said Development Agreement and Power of Attorney, the said Promoter/ Developer herein submitted a file for **Environmental Clearance Mumbai Office SEIAA having no 846 and as per SEIAA Minutes-0000000323 and SEIAA-EC-0000000223 received**

**environmental Clearance** for the project of all approved buildings including TDR and Paid FSI potential.

**AND WHEREAS** the Promoters herein has entered into standard Agreement with Mr. Vikas M. Dhere as a license Architect and Mr. Abhay Bhonsale a partner of M/S Ingrain Architects, Mumbai its Architect who is registered with the Council of Architects and such Agreement is as per the standard agreement prescribed by the Council of Architects and the Promoters has appointed Mr. Vikas M. Dhere as a license Architect

as its Structural Engineer for the preparation of the structural design and drawings of the said building/s which is/are under construction on the said property and the Promoters accepts the professional supervision of the said Architects and the said Structural Engineer till the completion of the Building provided, however, that the Promoter reserves the right to change the said Architect and Structural Engineers at any time before the completion of the Building as they deemed fit.

**AND WHEREAS** the said Promoter/ Developer have decided to construct buildings for residential / commercial purpose on the said property and considering the desire and requirement of M/s Fortune Homes, the Architect prepared building plans & design of residential / commercial buildings to be constructed on the said properties and submitted the said layout and building plans to Pune Municipal Corporation for approval, which was duly sanctioned and approved by the said authority **by issuing Commencement Certificate No. CC/3011/17 dated 14/02/2018 and CC/3484/17 dated 22/03/2018.**

**AND WHEREAS** on the basis of the above said Development Agreement and Power of Attorney; the said Promoter and Developer herein started/ commenced the development work of the said land after obtaining permissions from various Local Government or concern authorities.

**AND WHEREAS** the Promoter / Developer has decided to develop the said land by constructing a Residential / Commercial Housing project / scheme in the name of **“FORTUNE PERFECT ”** Housing Project on the said property.

**AND WHEREAS** as stated above the said Promoter/Developer has got approved from the concerned local authority the plans, specifications, elevations, sanction and details of the said building/s.

**AND WHEREAS** while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter/Developer

and the Flats / Shops / Offices purchaser/s, while developing and using the said land and the said building/s and upon due observance/ performance of which only the completion and occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

**AND WHEREAS** the Purchaser/s demanded from the Promoter/ Developer and the Promoter/ Developer has given inspection to the Purchaser/s of all the documents of title relating to the said land and the plans/s, designs and specifications prepared by the aforesaid Architects of the Promoter/ Developer and such other documents as are specified under the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, Real Estate Regulation and Development Act, 2016 (Hereinafter referred to as "THE SAID ACT") and the rules made hereunder.

**AND WHEREAS** the copy of the certificate of title issued by Mr. O. M. Agrawal, the Advocate of the Promoter/ Developer showing the nature of the title of the Promoter/ Developer to the said land on which the Flat / Shop / Office are constructed or are to be constructed and the copies of the plans and specifications of the Flat / Shop / Office agreed to be purchased by the Flat / Shop / Office Purchaser/s approved by the concerned local authority have been annexed hereto.

**AND WHEREAS** on the request of the Promoter/ Developer, the, Purchaser/s has/have carried out independent necessary, search by appointing his / her / their own Advocate regarding the title and the nature of the title. The Purchaser/s has/have satisfied himself/herself /themselves in respect of the marketable title of the Promoter/Developer in respect of the said lands and thereafter have agreed to purchase Flat / Shop / Office more particularly described in the Annexure "B" annexed herewith and delineated and demarcated in red color. (Herein referred to as 'THE SAID FLAT/ SHOP / OFFICE').

**AND WHEREAS** the Flat / Shop / Office Purchaser/s herein being desirous of purchasing a Flat / Shop / Office, applied to the Promoter/Developer for allotment of **Flat/ Shop/ Office No. \_\_\_\_\_** on the \_\_\_\_\_ **Floor** of the **Building \_\_\_\_\_** in the project known as "**FORTUNE PERFECT**" Housing Project to be constructed on the said property.

**AND WHEREAS** relying on the Purchaser/s representations and assurances and subject to the terms and conditions mentioned in this agreement, the Promoter/Developer herein has agreed to sell and the Purchaser/s herein agreed to purchase the said **Flat / Shop / Office No. \_\_\_\_\_** on the **\_\_\_\_\_ Floor** of the **Building \_\_\_\_\_** in the project known as “**FORTUNE PERFECT**” admeasuring carpet area about **\_\_\_\_\_ Sq. ft. i.e. \_\_\_\_\_ Sq. Meter** along with attached terrace admeasuring **\_\_\_\_\_ Sq. ft. i.e. \_\_\_\_\_ Sq. Meter**, which the Flat / Shop / Office is described more particularly shown delineated and demarcated in red color in annexure “**B**” annexed hereto, for mutually agreed consideration of **Rs. -----/- (Rs ----- - ----- only)** excluding expenses for Stamp Duty, Registration fees, GST, LBT or any other taxes levied which shall be paid by purchaser/s separately. Further, the purchaser/s is/are given the exclusive right to use of car parking and allotment is made ex-gracias for beneficial enjoyment of the same. The purchaser/s further agrees that he / she/ they shall/ will not challenge any allotment of any parking space made by the Promoter/Developer to any other purchaser/s. Allotment of parking space would be as per the sequence of the agreement for the project.

**AND WHEREAS** under section 4 of the said Act, the Promoter/Developer is required to execute a written agreement for sale of the said Flat / Shop / Office to the Flat / Shop / Office Purchaser/s being in fact these presents and the parties are required to register the said agreement under Registration Act.

**AND WHEREAS** the Promoter/Developer may form one or more separate society/societies of residential project exclusively as per his own wish and then and thereafter form a Society/federation of the same. Deed of Conveyance will be executed in favour of the Society/federation directly.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN AS UNDER:**

**1. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE**

The Promoter/Developer has made full and true disclosure of the title of the said land as well as the encumbrances, if any, known to the Promoter/ Developer. The Promoter/Developer has also disclosed to the Purchaser/s nature of his right, title and interest and right to construct and sell building/ s on the said land. The Promoter/Developer has also given inspection of all documents to the

Purchaser/s. The Purchaser/s has/ have carried out the search and investigated the title by appointing his own Advocate in regards to his title, interest, building plans, etc. The Purchaser/s having acquainted and satisfied himself/herself/themselves with all the facts and nature of right of the Promoter and has/have entered into this Agreement. The Purchaser/ s herein after shall not be entitled to challenge or question the title of the owner and the right of the promoter to enter into this agreement. At any stage during the implementation of the scheme the Promoter shall be at liberty to sell, assign or transfer or mortgage or otherwise deal with its title and interest in the said land and buildings to be constructed without affecting the rights granted in favour of the Purchaser/s in respect of the unit agreed to be purchased by him/ her/ them as per the terms of the Agreements. Purchaser/s has/have hereby given his irrevocable consent thereof.

## **2. NAME OF THE PROJECT**

The name of the Project shall be “**FORTUNE PERFECT**” Housing Project and this name shall not be changed at any time. The name of the association / society / condominium / common body etc. shall also be decided by the Promoter at its discretion.

## **3. SANCTIONS**

The Promoter/Developer has got sanctioned layout and building plans of the said project from Pune Municipal Corporation.

## **4. CONSTRUCTION OF PROJECT**

The Promoter has proposed to construct on the project land \_\_\_\_ and \_\_\_\_ Wing having \_\_\_\_ Wing consists of \_\_\_\_\_ and \_\_\_\_\_ Wing consists of \_\_\_\_\_.

## **5. ALTERATION AND MODIFICATION OF SANCTIONED LAYOUT AND BUILDING PLANS**

The Promoter/Developer herein shall construct the said building/ s on the said land in accordance with the plans, designs and specifications approved by the concerned local authority, which have been seen and agreed by the Purchaser / s. The Purchaser/ s hereby agrees and give his / her / their irrevocable consent to the Promoter/Developer herein to carry out such alterations, modifications in the sanctioned layout /building plans as the Promoter/Developer in his sole

discretion thinks fit and proper and / or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, competent authority or Government or any officer of any local authority. Provided that promoter hereby obtains consent and purchaser/ allottee hereby grants consent for any alterations and modifications adversely affecting carpet area of said flat/unit of purchaser/ allottee. The Promoter/Developer has made the purchaser/s aware and the purchaser/s hereby gives explicit no objection and irrevocable consent to the Promoter/Developer to prepare the new/revised layout and building plans even by shifting the locations of the buildings, open space, internal roads, position of dustbins, transformer plinths, plumbing stations etc. adding new floors / buildings by adding new floors / buildings etc of the said land and to submit the same to the requisite authorities and obtain their sanctions and also further revise or amend the said revised plans as and when thought necessary by the Promoter/Developer or as and when required by the Promoter/Developer, and for the said purposes to sign all plans, without in any manner making the Purchaser /s liable for any costs and affecting his / her interest.

The Promoter/Developer herein may be constructing the building/s on the said land in various phases and the Purchaser/s herein undertake not to raise any objection on any ground whatsoever & shall not obstruct the construction in any manner.

## 6. CONSIDERATION

Relying on the purchaser's representations and the assurance the Promoter/Developer herein has agreed to sell and the Purchaser/s herein agreed to purchase **Flat / Shop / Office No \_\_\_\_\_ on the \_\_\_\_\_ Floor, in the building \_\_\_\_\_**, admeasuring carpet area about \_\_\_\_\_ **Sq. ft. i.e. \_\_\_\_\_ Sq. Meter** along with adjacent terrace admeasuring area \_\_\_\_\_ **Sq. ft. i.e. ----- Sq. Meter** in the project known as "**FORTUNE PERFECT**" Housing Project which Flat / Shop / Office is delineated and demarcated in red colour on the plan annexed hereto an Annexure "B", at or for total consideration of **Rs \_\_\_\_\_/- (Rs ----- only)** and including MSEDCL deposits and Infra Charges excluding all expenses for stamp duty and registration fees, LBT/GST or any other taxes levied, which shall be paid by the Purchaser/s separately. The sale of the said Flat / Shop / Office is on the basis of the carpet area only. The Purchaser/s is/are aware that due to the

skirting and variation in plaster, the carpet area varies. The Purchaser/s consent/s for the same and is aware that the consideration being lump sum for the said Flat/ Unit will not change. The purchaser/s agree/s not to question or challenge the said consideration, the same having been settled on lump sum basis after considering all aspects and other terms of the agreement.

The nature, extent and description of the common areas and facilities are more specifically described hereunder in Schedule G and the Promoter/ Developer has agreed to provide specifications in the said Flat / Shop / Office which are more particularly described in the Schedule "I" hereto.

## **7. PAYMENT INSTALLMENTS**

That the Purchaser/s has/have paid the Booking amount of Rs \_\_\_\_\_/-(Rs \_\_\_\_\_ only) by cash/ Cheque No \_\_\_\_\_, date \_\_\_\_\_, drawn on \_\_\_\_\_, \_\_\_\_\_ branch, Pune being the part payment of sale price and further the purchaser/s has/ have agreed to pay the balance consideration of Rs. \_\_\_\_\_/- as under.

- A) 30%At the time of Agreement,
- B) 15%At the time of Plinth,
- C) 25%At the time of completion of concerned Slab,
- D) 5%At the time of completion of walls internal plaster  
flooring doors and windows of the said Flat/Shop/Office,
- E) 5%At the time of completion of sanitary fittings, staircases, lift wells,  
lobbies, up to the floor level of said apartment/tenement,
- F) 5%At the time of Completion of External Plumbing & External Plaster,  
Elevation, Terraces with water proofing of the building or wing in  
which the said apartment is located,
- G) 10%At the time of completion of Lifts, water pumps, electrical  
fittings, electro, mechanical & environment requirements, entrance  
lobby, plinth protection, paving of areas appertain and all other  
requirements as may be prescribed in the said Agreement,
- H) 5%At the time of Possession.

It is made clear and agreed by and between the parties hereto that the Promoter/Developer shall not be bound to follow, chronological order of any of the stages of the above said stages/ installments and that the Promoter/Developer shall be at complete liberty to choose the chronology of the

respective stages of the construction. The Purchaser/s agrees that the Promoter/ Developer may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said Flat/ Unit is also arrived on the assurance of the Purchaser/s to abide by the above payment schedule only and it will not be altered by the Purchaser/s. The Purchaser/s shall make all the payments to the Promoter/ Developer by Demand Draft only or by local Cheques. If the Purchaser/s makes the payment by outstation Cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoter/Developer and to the extent the said amount is credited by deducting the commission of the Bank. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Promoter/Developer for such advance payments made by the Purchaser/s or Housing Finance Companies/Banks, etc. It is hereby agreed that the time for payment as specified above is the essence of this agreement and on failure of the Purchaser/s to pay the same on due dates, it shall be deemed that the Purchaser/s has/have committed breach of this agreement and the Promoter/Developer shall be entitled to take such action as they are entitled to take in case of breach/ default of this agreement, including termination of this agreement. Without prejudice to the right of the Promoter/Developer to take action for breach arising out of delay in payment of the installments on the due date, the Purchaser/s shall be bound and liable to pay interest @ 18% per annum with quarterly rests on all amounts which become due and payable by the Purchaser /s to the Promoter/Developer till the date of actual payment. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the Promoter/Developer under this Agreement, nor shall be construed as condonation by Promoter/Developer on such delay. The amount of interest shall be calculated after completion of the said Flat/ Unit and the Purchaser/s has/have agreed to pay the same before possession of the said Flat/ Unit.

#### **8. TAXES AND OTHER LEVIES**

It is specifically agreed that the Purchaser alone shall pay GST and LBT and the Promoter shall not be responsible or liable for the same. If at any time, after execution of this agreement the Central Government / State Government/ Local authority/ Revenue Authority/ any other authority/ any court/ Judicial authority/ quasi judicial authority by way of any Statute/ rule / regulation/ notification/ order/

judgment/ executive power etc. levies any tax/ duty/ charges/ premium/ levies/ cess/ surcharge/ demands/ welfare fund or any fund /betterment tax/ sales tax/ transfer tax/ turnover tax/ works contract tax, LBT, GST penalties etc, and put in force or shall be in force prospectively or retrospectively, in respect of the said Flat/ Unit or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter/ Developer then reimbursed) by the Purchaser/Allottee/s. The Purchaser/Allottee/s hereby indemnifies the Promoter from all such levies, cost and consequences.

The parties hereto understand that there is some obscurity relating to the payment of GST related to the transaction in this agreement. It is, however, agreed that the liability and responsibility to pay such GST, penalties and interest thereon etc., shall solely be on the Purchaser/Allottee/s. The Promoter/Developer shall not be liable and/or responsible for payment thereof. In the event, however if the Promoter/ Developer is constrained to pay any such amount, the Purchaser/Allottee/s shall be liable to reimburse the same to the Promoter/ Developer together with penalty (if any) and interest from the date of payment by the Promoter/ Developer. It is agreed that the Promoter/ Developer shall have the right to claim such amount along with other claims of compensation/losses/burden undergone/undertaken by him. It is further agreed that there shall always be a charge / lien on the said Flat/ Unit in favour of the Promoter/Developer against the amount payable by the purchaser/s to the Promoter/Developer towards the GST and/ or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction.

#### **9. TERMINATION OF AGREEMENT**

The Purchaser/allottee/s agrees to pay to the Promoter interest at nine percent per annum on all the amounts which become due and payable by the Purchaser/allottee/s to the Promoter under the terms of this agreement from the date the said amount become payable by the Flat Purchaser/allottee to the Promoter. On the purchaser/allottee/s committing default in payment on the due dates, of any of the installments or any other amounts due and payable of the Purchaser/Allottee/s committing breach of any terms and conditions of this agreement, the Promoter/ Developer shall in its sole discretion be entitled to terminate this Agreement. Provided always that the power of termination herein before contained shall not be exercised by the Promoter/ Developer unless and

until the Promoter/ Developer has given to the Purchaser/Allottee/s fifteen days prior notice in writing of the Promoter's/ Developer's intention to terminate this agreement and of the breach or breaches of the terms and conditions in respect whereof it is intended to terminate this agreement and default shall have been made by the Purchaser/Allottee/s in remedying such breach or beaches within fifteen days after such notice. After a period of fifteen days from the date of this notice, if even part of the dues remains unpaid, the agreement shall be automatically terminated. From the date when the occupancy Certificate is received, the Purchaser/Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s 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 project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser/Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser/Allottee further agrees that till the Purchaser/Allottee's share is so determined the Purchaser/Allottee shall pay to the Promoter provisional contribution towards the outgoings. The amounts so paid by the Purchaser/Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until formation of society/ apartment of association/ condominium of the structure of the building or wing is executed in favour of the society or a limited company/ apartment of association/ condominium as aforesaid. The Purchaser/allottee/s undertakes to pay such provisional contribution and such proportionate share of outgoing regularly on the \_\_\_\_\_th day of each and every month in advance and shall not withhold the same for any reason whatsoever. The Purchaser/Allottee/s has/have irrevocably agreed to the same, provided further that upon termination of this Agreement, the Promoter/ Developer shall refund the balance, if any, to the purchaser/allottee/s the installments of the consideration which the purchaser/allottee might have till then paid to the Promoter/Developer, but without any interest and only after deducting ten percent of the total agreed consideration towards administration and other expenses etc. The balance amount, if any, shall be paid by the Promoter/Developer to the purchaser/allottee/s after resale of the said Flat/ Unit

in the manner of receipt of consideration from new purchaser/s and on such condition the Promoter/ Developer shall be entitled to resale the said Flat/ Unit and/ or dispose of or otherwise alienate the same in any other manner as the Promoter/Developer in its sole discretion thinks fit. The purchaser/allottee/s agree/s to the same. The Purchaser/allottee/s shall have no claim except for repayment of the amount payable as mentioned above. The Purchaser/s hereby agrees that in that event all of his/her/their rights in the said Flat/ Unit stand extinguished no separate cancellation deed, its execution and registration will be required.

#### **10. COVENANT TO SALE**

The said Flat / Unit is agreed to be sold, subject to:-

Any scheme or reservation affecting the said land or any part or parts thereof made or to be made by any Authority concerned including the terms, stipulations and conditions contained in the Agreement/s relating to the said land.

Its present use as residential/commercial and/or other permissible uses. Any relevant and necessary covenants as may be stipulated by the Promoter/ Developer for the more beneficial and optimum use and enjoyment of the said land (i.e. the said land together with the building thereon) in general and for the benefit of any or any part thereof including the absolute use and utilization as herein stated as to construct and sale for the benefit of any enhanced FSI / FAR or to absorb, consume the TDR rights acquired on any portion /s of the said land.

All rights of water, drainage, water course, light and other easements and/ or quasi easements and rights of adjoining land owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, pathways, passages, sewers, drains, gutters, fences and other like matters. The Promoter/ Developer shall not be required to show the creation of or define or apportion any burden, hereof.

All the terms and conditions ensuring the benefit of the said person/ s as contained in the Agreement/s made between them and/or the Promoter/ Developer, that is the said Order/s passed under the Ceiling Act, Order of layout and or sub-division relating to the said land, Order of conversion, any other orders relating to the said land and all terms and conditions stipulated by the Promoter/ Developer in respect of the common areas and facilities and amenities to be provided for the benefits of the said land.

For the aforesaid purpose and for all purposes of and incidental thereto, and/ or for the more beneficial and optimum use and enjoyment of the various portions of the said land and/ or any part/s thereof; the Promoter/ Developer shall in such manner as may be desired by the Promoter/ Developer, shall be entitled to grant upon or in respects of any portion/s of the said land, all rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, water electricity, telephone connections and /or installations and other services in the said land 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 Promoter/ Developer. However the maintenance and upkeep costs of such shall be apportioned to the interested parties and the parties enjoying the benefits of such privileges and easements.

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 unto each and therefore the Purchaser/Allottee/s shall have no right or remedy to defer or deny any obligation or by reduction in the consideration hereunder for any reasons whatsoever.

The purchaser/allottee/s shall not do or permit to be done any act or thing that may render void or voidable any insurance of the said land/ building/s or any part thereof, whereby any increased premium shall become payable or levied in respect of the insurance and if done it shall be the Purchaser/allottee/s sole responsibility to correct such act or thing and shall solely be liable to pay such losses, damages etc.

The Promoter/ Developer shall have a first charge and/ lien on the said Flat / Unit in respect of any amount payable by the Purchaser/Allottee/s under the terms and conditions of this Agreement.

Provided that the Promoter/ Developer does not in any way affect or prejudice the right/s hereby granted in favour of the purchaser/s in respect of the said Flat/ Unit. The promoter shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said entire land or under this agreement or in the said building/s to any other person.

It is hereby made clear that the furniture layout, colour scheme, specifications, amenities and facilities, elevation treatment, trees, garden, lawns, etc, shown in the pamphlets, brochures, literature, films, hoardings, websites, and other promotional media are shown only for the sake of advertisement and the same are not binding on the Promoter/ Developer to provide unless specifically mentioned and agreed in this agreement and subject to his right/s and discretion to make changes in the same. The balconies as shown in the sanctioned plan may be enclosed at the Promoter/ Developer discretion.

The Promoter/ Developer shall be entitled to allot by way of lease or license any portion of the said land to any Government/ Semi Government/ Local authority/ MSEDCL or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V. Etc. The Purchaser / Allottee/s shall not be entitled to raise any objection or grievance about the same.

Promoter/ Developer has not undertaken any responsibility nor has agreed anything with the Purchaser/Allottee/s orally or otherwise and there is no implied Agreement or covenant on the part of the Promoter/ Developer other than the terms and conditions expressly provided under this Agreement.

#### **11. RESTRICTIONS ON PURCHASER/ALLOTTEE/S**

The Promoter/ Developer has informed the Purchaser/Allottee/s & the Purchaser/Allottee/s is/are aware that the Purchase of the said premises shall be subject to all the following conditions:

If purchaser /allottee/s wish to inspect his/her/ their proposed purchase Flat / Unit under / during the construction he / she / they will take prior permission of the promoter / developer for their safety. Otherwise he / she / they will be responsible for any accidental causes. The Promoter & Developer will not be responsible if any mishap or any physical injuries occurred to the prospective purchaser/allottee/s or their relatives or any visitors along with purchaser who visited without obtaining prior permission of the Promoter & Developer.

The access to the individual Flat / Shop / Office shall be as per the sanctioned plan and/or revised plan from time to time.

Construction of a loft and other civil changes done internally shall be at the risk and cost of the Purchaser/s who shall not damage the basic RCC structure.

The construction of chimneys, hanging telephone and telex wires, electric connection, fax, teleprinter, a computer device which requires external wiring cables, lines, dish antennas will not be permitted except in the form prescribed by the Promoter/ Developer and his/her/their Architect in writing.

The installation of any grills or any doors shall only be as per the form prescribed and Promoter/ Developer Architect.

The Purchaser/Allottee/s shall not join two adjacent Flat/ Unit and shall not demolish or cause to be demolished and is denied at any time to make any addition or alteration of whatsoever nature in or to the structure or construction of the said Flat/ Shop/Office.

The Flat / Shop / Office purchaser/allottee/s shall not demand any change in the existing plans.

## **12. USE OF FSI / TDR / FAR**

The Promoter hereby declares that the Floor Space Index available in respect of the said property and that no part of the said Floor Space Index has been utilized by the promoter elsewhere for any purpose whatsoever. It is hereby declared that all sanctioned plan/s has/have been shown to the Purchaser/Allottee/s and the floor space index (FSI) available is shown in the said plan/s. The Promoter/ Developer shall be entitled to use the present unutilized and/or additional built up area FSI/TDR/land potential in respect of the said land in any other land by floating FSI and/ or in the same land as and when the same is permitted either by way of construction of new buildings or extension of the buildings which are presently permitted. Likewise the Promoter/ Developer shall also be entitled to use FSI pertaining to other land/s in this land/property as and when permitted by authority. In this Agreement, the word FSI or Floor Area Ratio as stated here in shall have the same meaning as understood by the Planning Authority under its relevant Building Regulations or Bye-laws. The residual F.A.R. (FSI), if any, not sanctioned at the time of commencement certificate issued in relation to the said land shall be available to the Promoter before or after conveyance to an Association of Apartment Owners/ Co-Operative housing society/body of Flat /

Shop / Office holders of the said land and also by virtue of amendment/s of D.C. rules and / or F.S.I. made available by way of floating F.S.I. or by way of transferable development rights (TDR) of any other land may be utilized by the Promoter/ Developer in the said land as they may decide. The Purchaser/Allottee/s has/have hereby given his/her/their irrevocable consent to the Promoter/ Developer who shall be entitled to revise the plans, get them sanctioned from Pune Municipal Corporation, construct the additional units, buildings permitted by Corporation and to allot/ sell them to various persons. The Purchaser/Allottee/s shall have no objection for the said new allottees to be admitted as members of the Association/ Co-Operative housing society/ body of Flat / Shop / Office holders. The Association/ Co-Operative Housing Society/ Body of the Flat / Shop / Office holders shall get the new transferees admitted as its members. Notwithstanding anything contained in this Agreement the Promoter shall be entitled to utilize any balance and/ or additional FSI and/or TDR/land potential as stated herein above on any open area and/ or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the said land. The Promoter/ Developer shall also be entitled to transfer or assign the said right/ s to any other person. The said land and/ or building/ s shall be conveyed subject to such right, always being with the Promoter/ Developer or his assigns. It is also understood and agreed by and between the parties hereto that the Promoter/Developer or his assignees shall have right to construct flats on the top terrace against FSI of road widening area, FSI of internal roads, TDR or any other FSI. In case the land or any portion of the said land is acquired by any authority before execution of the conveyance, then the Promoter/ Developer alone shall be entitled to take compensation for the same or get F.S.I. /T.D.R. in lieu of compensation.

### **13. RIGHT OF CONSTRUCTION LOAN**

It is hereby expressly agreed between the parties hereto that the Promoter/ Developer shall be entitled to borrow construction project loan, at his own cost and risk, from any person or party including any banking / financial institutions and for that purpose to mortgage the said land/ building/s and/ or the entire construction work put up or to be put up thereon or any part thereof and such charge shall be cleared by the Promoter/ Developer before conveyance to the purchaser/allottee/s.

#### **14. SPECIFICATIONS**

The specifications of the said Flat / Shop / Office and the fixtures, fittings and the amenities to be provided by the promoter to the said Flat / Shop / Office or to the said building are described in the Schedule "I" annexed hereto, and the Purchaser/allottee/s shall not be entitled to any extras. The Purchaser/Allottee/s also agrees not to make any demand to change the plans annexed herewith. The Flat / Shop / Office shall not refund any amount for deleting any items of specifications and/or amenities on request of the Purchaser/Allottee/s.

#### **15. DELIVERY OF POSSESSION**

That the Promoter/ Developer shall deliver the possession of the said Flat / Shop / Office to the Purchaser/Allottee/s, within \_\_\_\_\_ months from the date of this Articles of Agreement, after receiving the entire consideration as mentioned above and after obtaining completion/ part completion certificate on or before \_\_\_\_\_

Despite the receipt of payment of above said entire consideration, if the Promoter/ Developer, fail or neglect to give the possession of the said Flat / Shop / Office to the Purchaser/Allottee/s on account of reasons beyond it's control and it's agents as per the provisions of Section 8, of the Maharashtra Ownership Flats Act, 1963, then the Promoter, shall be liable on demand to refund to the Purchaser/Allottee/s, the amounts already received by it in respect of the said Flat / Shop / Office with simple interest at the rate of 7% per annum, from the date of the amount and interest thereon is repaid, provided that by mutual consent, it is agreed that the dispute whether the stipulations specified in Sec. 8 have been satisfied or not will be referred to the Competent Authority who will act as the arbitrator. Till the entire amount and interest thereon is refunded or tendered by the Promoter/ Developer to the Purchaser/Allottee/s, they shall be subject to the prior encumbrances, if any, and be a charge on the construction of the said properties in which the said Flat / Shop / Office is situated or was to be situated, provided further that the Promoter, shall be entitled to reasonable extension of time for giving delivery of the Flat / Shop / Office on the aforesaid date and if completion of the building in which the Flat / Shop / Office is to be situated is delayed on account of :-

- a.** Non availability of steel, cement, other building material, water or electricity supply.
- b.** War, Civil Commotion or act of God.

- c. Any notice, order, rule, notification of the Government and/ or other public or Competent Authority or any Decree/ Order of any Court/ tribunal/ authority.
- d. Any stay or injunction order from any Court.
- e. Pendency of any litigation
- f. Delay or default in payment of any installment or dues by the Flat / Shop / Office Purchaser/Allottee/s. (This is without prejudice to the right of the Promoter under Clause 6 above).
- g. Delay by local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
- h. Any other circumstances beyond the control of the Promoter/ Developer or force majeure.
- i. Changes in any rules, regulations by laws of various statutory bodies and authorities from time to time affecting the development and the project.
- j. Delay in grant of any NOC/ permission/ license/ connection installment of any service such as elevators, electricity and water connection and meters to the scheme/ Flat / Shop / Office road etc. or Completion Certificate from any appropriate authority.

The Purchaser/Allottee/s shall pay all necessary amounts, advances, deposits, G.S.T. and other dues under this agreement and take possession of the said Flat / Shop / Office within 15 days from intimation by the Promoter.

#### **16. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY**

It is hereby agreed that subject to the terms of this agreement, the Purchaser/Allottee/s shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the local authority, State and/or Central government including Environment Dept. etc. at the time of sanctioning of the plans or at the time of granting completion certificate. The Purchaser/Allottee/s shall not be entitled to claim possession of the said Flat / Shop / Office until the completion certificate in respect of the said Flat / Shop / Office is received from the Pune Municipal Corporation and the Purchaser/s pays all dues, advances, deposits, etc. payable under this agreement in respect of the said Flat / Shop / Office to the Promoter and has signed the possession documents, bonds, receipts, etc. After receipt of the completion certificate from Pune Municipal Corporation the Promoter/ Developer shall be absolved from or any liability in case any addition and/ or alteration to the Flat / Shop / Office building by the purchaser/s, any damage to

the building by accident, any tampering with the geometrical sections of the building, lack of maintenance by the purchasers/ association/ Co-operative housing society/ body of Flat / Shop / Office holders, any event of force majeure and any act of God.

#### **17. CONVEYANCE / DECLARATION**

That the Purchaser/s shall join and form a Co-operative Housing society/ body of Flat / Shop / Office holders as the promoter may decide and the purchaser/s agree/s to join such Co-operative Housing Society or Association of Apartment after completion of the building and on receipt of the Promoter/ Developer, the amount of full consideration for all the Flats/ Units etc., the Promoter/ Developer, shall transfer and assign all its rights, title and interest in the said properties and the Buildings thereon in favour of the said Co-operative Housing Society/ Association of Apartment free from all the encumbrances, claims, demands, etc., in nature. The documents of transfer of the properties shall be prepared by the Attorney or Advocate of the Promoter/ Developer. All the costs and expenses in connection with formation and/ or registration of a Co-operative Housing Society shall be borne by the Promoter/ Developer but the costs of preparing, engrossing and stamping the Assignment, Transfer Deed, required to be executed by the Promoter/ Developer as well as the Attorneys charges for preparing or approving such document, shall be borne and paid by the Purchaser/Allottee/s and/ or members of such Co-operative Housing Society/ Association of Apartment. Unless it is otherwise agreed to by and between the parties hereto the Promoter shall, within three months from obtaining completion certificate from the concerned department as aforesaid cause to be transferred to the Society or Limited Company or Condominium of Apartment Holders all the right, title and interest of the Vendors / Original Owner / Promoter and / or the owner in the aliquot part of the said land property together with the building/s by obtaining or executing the necessary conveyance in the said building in favour of such Society or Limited Company / Condominium of Apartment Holders as the case may be.

#### **18. DEFECT LIABILITY**

If within a period as per prevailing law from the date of obtaining/ handing over the Flat / Shop / Office to the Purchaser/Allottee/s, the Purchaser/Allottee/s brings to the notice of the Promoter/ Developer any defect in the said Flat / Shop / Office and/ or building in which the said Flat / Shop / Office is situated or the

material used therein in the construction of the said building, then, wherever possible such defects will be rectified by the Promoter/ Developer at their own cost and in case it is not possible to rectify such defects, then the Purchaser / Allottee/s shall be entitled to receive from the Promoter/ Developer reasonable charges not more than Rs 5000/- for repairs of the same by the third party for such defect. The word defect here means only the manufacturing defects caused on account of willful neglect on part of the Promoter/Developer and shall not mean defects caused by normal wear and tear, negligent use of Flat/ Unit by the purchaser/s, vagaries of nature etc.

Provided that it is agreed that the described liability period under the Act shall be deemed to have commenced from the date of Completion Certificate of the Flat / Shop / Office or from the date on which the Promoter/ Developer has given the necessary intimation for possession, whichever is earlier. Provided further, it is agreed that the Promoter/s shall not carry out any alterations of whatsoever nature in the said Flat / Shop / Office or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the RCC structure, fittings, pipes, water supply' connections or any other erection in the bathroom, kitchen, toilet, WC, terrace, etc. If any of such works are carried out or any heavy load are stored in the said Flat / Shop / Office, terrace, etc., any liability including the defect liability automatically shall become void & the Purchaser/Allottee/s alone shall be responsible for it. Further the Purchaser/s will be liable for paying damages, if any, to the Purchasers/ Owner/ User of Flat / Shop / Office below or any affected Flat / Shop / Office. If due to the Purchaser/Allottee/s or any other Purchaser/Allottee/s act or negligence, the Purchaser/Allottee/s Flat / Shop / Office is damaged, the repairs shall be carried out by the party responsible for such an act and the Promoter/ Developer shall not be liable for the same.

#### **19. AREA OF FLAT/ SHOP / OFFICE**

The carpet area of the said Flat / Shop / Office is \_\_\_\_\_ square meters and "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 Allottee 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.

Before delivery of possession of the said Flat/ Unit, the Flat/ Unit Purchaser/Allottee/s shall satisfy himself about the correctness of the area of the said Flat / Shop / Office and about the quality of construction work and specifications provided. After delivery of the possession of the said Flat / Shop / Office, the Flat / Shop / Office Purchaser/Allottee/s shall not be entitled to make any complaint thereof and all the rights regarding the same shall be deemed to have been waived.

## **20. USE OF SAID FLAT/ SHOP / OFFICE**

The Purchaser/Allottee/s shall use the said Flat / Shop / Office and every part thereof and/ or permit the same to be used only for the purpose of residence/commercial use. The Purchaser/Allottee hereby agrees that the premises which he/ she/they has purchased in which meat shop, butcher, wine shops/bars are not allowed and he/she/they confirmed the same. He/ She/ They shall use the allotted parking space only for the purpose of parking the Flat / Shop / Office Purchaser/Allottee/s own vehicle/s.

## **21. RESTRICTED AREAS AND FACILITIES**

It is hereby agreed that the Promoter/ Developer has the exclusive right of allotment of the different parking spaces to one or more person/s of their choice. The Purchaser/Allottee/s further agrees that he/they shall not raise any objection to the Promoter/ Developer exclusive right of allotment of parking space and thereby expressly consents to such exclusive right of the Promoter/ Developer till the conveyance to the purchaser/allottee/s and consents to any such allotments made or would be made by the Promoter/ Developer.

It is hereby agreed that the areas mentioned in Schedule H shall be the common areas and facilities and the Promoter/ Developer shall be entitled to declare all other areas as restricted or reserved areas and facilities and/ or alienate and dispose of other areas and facilities in such manner as the Promoter/ Developer thinks fit.

The Purchaser/Allottee/s shall not raise any objection in the matter of allotment or sale or remaining Flat / Shop / Office etc. in the said land on the ground of nuisance, annoyance or inconvenience from any profession, trade or business, etc. that has been or will be permitted by law or by local authority.

The Purchaser/Allottee/s shall have no claim save and except in respect of the said Flat / Shop / Office hereby agreed to be sold in to him/ her/ them and all common amenities, areas and facilities as described in Schedule H herein below will remain the property of the Promoter/ Developer until the said land and building/s is/are transferred to an Association of apartment Owners/ Co-operative housing society/ body of the Flat / Shop / Office holders. Significant risks and rewards of ownership and effective control of Flat / Shop / Office shall be deemed to have been transferred on delivery of possession though ownership and effective control of scheme shall remain with Promoter/ Developer.

The Purchaser/Allottee/s hereby gives his/her/their consent and has no objection for the use of the remaining units wholly or in parts any other purpose as may be permitted by the Promoter/ Developer. The Promoter/ Developer may allow display of advertisement and/or hoarding sites/neon signs, or may allow erection of antennae/s or towers for cable/ satellite television, wireless, mobile, cellular services, on the building and shall solely derive any benefits (including financial) accruing thereon.

## **22. SPECIAL COVENANTS**

Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat / Shop / Office or the said land and building/s or any part thereof.

It is hereby made clear by the Promoter/ Developer that the terrace space in front of or adjacent to the Flat / Shop / Office in the said building including terrace above the canopy, of any, shall belong exclusively to respective purchaser/s of the Flats / Shops / Offices if so allotted by the Promoter/ Developer and such terrace spaces are intended for the exclusive use of the respective Flat / Shop / Office Purchaser/Allottee/s. The said terrace shall not be enclosed by the Flat / Shop / Office Purchaser/ Allottee/s. The Promoter/ Developer or his/her/their assignees shall have the right to construct Flat / Shop / Office etc. on the terraces of the existing building and utilize any additional FSI/TDR obtained in future. It is also made clear to the Purchaser/Allottee/s that the terrace space. above the said building, if constructed by the Promoter/ Developer at their discretion shall not be a common area but shall belong exclusively to the Promoter or to the purchaser/allottee/s of the units to whom the same will be allotted by the Promoter/ Developer as per Promoter's/ Developer's discretion and the said terrace space is intended for the exclusive use of the Promoter/Developer or the said Flat / Shop / Office purchaser/s.

The common terrace or terraces, if any, of the building or buildings constructed on the said land hereditaments and premises including the parapets walls shall always be the exclusive property of the Promoter or his/their nominees or assigns who shall also be entitled to display advertisements or install signal bandwidth and or mobile tower in or over the walls of the terrace as well as in any portion of the said plot and shall be exclusively entitled to the income that may be derived by display of the said advertisements, or installation of telephone/mobile tower at any time hereafter, The Purchaser/allottee/s shall not be entitled to raise any objection or to any in the price of the said unit/s agreed to be acquired by the Purchaser/allottee/s or to any compensation or damages on the ground of inconvenience or any ground whatsoever. It is hereby further agreed that the Promoter shall be entitled either to nominate any other person to obtain the benefit or the rights given and/or reserved in favour of the Promoter under this clause or to assign the rights and benefit hereby given to any other person. Such nominees or assign shall be admitted as member of the Co-operative Society / Limited Company / Condominium of Apartment Holders in the same manner as the Promoter admits the Purchaser/allottee/s of the unit/s as its members in pursuance of the provisions hereinafter contained. The Purchaser/allottee/s hereby confirm/s the same and thereby agrees not to raise any objection and /or claim reduction in price and /or compensation and /or damages on any ground whatsoever. The Deed of conveyance of the said plot/s as hereinafter mentioned shall be made subject to the aforesaid reservation.

It is hereby agreed by and between the parties hereto as follows:

The Promoter shall be entitled to transfer, assign, dispose off and / or sell in any manner as he deems proper, the said open spaces, terraces parapet walls and other specified and unspecified space to anybody on the terms and conditions mentioned in the preceding clause/s. The Purchaser/allottee/s along with the other Purchaser/allottee/s, or Purchaser/allottee/s of whatsoever kind in respect of the rights, title, interest of the Promoter and /or its nominees or assign in respect of matter mentioned in the preceding clauses/s hereby gives his consent to the same.

After the possession of the Flat / Shop / Office premises/ buildings is handed over or after getting the completion certificate of the building by concerned local authority if any work thereafter is required to be carried out by the Govt. or Municipal Corporation or any statutory authority. The same shall be carried out

by the purchaser/ in co-operation with the Purchaser/s of the other Flats / Shops / Offices in the said building at their own costs and the promoter shall not be in any manner liable or responsible for the same.

The Purchaser/Allottee/s undertake/s that if any Certificate, Order, No Objection, etc. is required to be produced by the Purchaser/Allottee/s herein under any law and rules in force in any time, the same shall be produced by the Purchaser/Allottee/s herein within the stipulated time.

Provided that the Promoter/ Developer does not in any way affect or prejudice the right hereby granted in favour of the Purchaser/Allottee/s in respect of the said Flat/ Unit, the Promoter/ Developer shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said building/ entire scheme or under this agreement.

### **23. REPRESENTATION**

The Purchaser/Allottee/s has/have hereby irrevocably authorized and empowered the Promoter/ Developer to prepare the revised layout and building plans of the said property and to submit the same to the requisite authorities and obtain their sanction and/ or to revise the plans and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Purchaser/Allottee/s liable for any costs or affecting his/her/their interest, It is made clear that no other specific permission/ authority is required from the Purchaser/Allottee/s for this purpose.

The Purchaser/Allottee/s hereby irrevocably authorizes and empowers the Promoter/ Developer to represent him before the concern authorities in all matters regarding the property tax, assessment and re-assessment and the decisions taken by the Promoter/ Developer in this regard shall be binding on the Purchaser/Allottee/s. The Promoter/ Developer shall represent the Purchaser/Allottee/s to do all the necessary things in all the departments of the Pune Municipal Corporation, Collector, State/ Central Government, Semi-Govt., MSEDCL etc and the same shall stand ratified and confirmed by the Purchaser/Allottee/s herein. If for any reason the Promoter/ Developer requires purchaser's personal representation in the form of signature then the Purchaser/Allottee/s shall sign the same and shall not withhold the same for any reason whatsoever.

## 24. MAINTENANCE

The monthly maintenance will start from the date of intimation letter given to the Purchaser/Allottee/s that Possession for Interior is ready OR any of the purchaser/s takes the possession for interiors OR from the date of Completion certificate by the local authority, whichever is earlier. The Flat / Shop / Office Purchaser/Allottee/s shall be liable to bear and pay the monthly maintenance as per the proportionate share (i.e. in proportion to the floor area of the Flats / Shops / Offices or in lump-sum monthly amount) of outgoings in respect of the said land and/ buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, Water charges, insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the Management and maintenance of the said land and building/s. Until the Association of Apartment Owners / Co-operative housing society/ body of the Flat / Shop / Office holders is formed and registered and the said land and building/s or the administration of the building/s is handed over or transferred to it, the Flat / Shop / Office purchaser/allottee/s further agrees that till the Flat / Shop / Office purchaser/allottee/s share is so determined the Flat / Shop / Office purchaser/allottee is herein shall pay to the Promoter/ Developer or to such person as may be nominated by the Promoter provisional contribution of Rs.

\_\_\_\_\_ for Flat, Rs. \_\_\_\_\_ for Office and Rs. \_\_\_\_\_ for Shop.

The amounts so paid by the Flat / Shop / Office purchaser/s shall not carry any interest and remain with the Promoter/ Developer or the concerned person as the case may be until the Formation of Association of Apartment Owners or Co-operative housing society/ body of the Flat / Shop / Office holders is formed and registered. During the continuance of the scheme the maintenance charges paid by the Purchaser/Allottee/s after occupying the Flat / Shop / Office agreed to be sold to him/her/them or is/are never sufficient to cover the expenses of maintenance of the common areas and facilities since there are some unsold Flats / Shops / Offices from whom charges cannot be collected. If any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the Flat / Shop / Office purchaser/s to the Promoter/ Developer or concerned person prior to the final conveyance deed as aforesaid. The flat purchaser/allottee/s undertake/s to pay such provisional monthly contribution as decided by the Promoter/ Developer. The Flat / Shop / Office purchaser/allottee/s herein has/have specifically agreed to pay his contribution for running and maintaining the lifts/ elevators (if provided in the said building)

irrespective of the floor on which the Flat / Shop / Office is located and also irrespective of the use of the lifts/ elevators by the Flat / Shop / Office purchaser/allottee/s. The Promoter/ Developer is not liable to give any account of the expenses incurred for the aforesaid purposes. The Promoter/ Developer shall maintain the said project until the formation of Co-operative Society/ Societies/ Federation or completion of project or as and when the Promoter/ Developer confirms that all the work in the said project is completed whichever is earlier. In that event the Promoter/ Developer calls the Flat / Shop / Office holders to take the charge of the said maintenance of the said project and it will be their sole responsibility. In case Flat / Shop / Office holders fails/ neglects to take the charge of the maintenance of the said project, in that event the Promoter/ Developer will stop the maintenance of the said project and will not be responsible for anything / consequences arising out of the said maintenance.

The Promoter/ Developer at its discretion and option shall be entitled to enter into agreement with any person/ company agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof. Even after formation of Co-operative Housing Society/ Societies/ Federation, the Flat / Shop / Office holders shall be bound by the said contract.

## **25. CONDITIONS FOR USE, MAINTENANCE**

The Purchaser/s for himself /herself / themselves with intention to bring all persons into whosoever hands doth hereby covenant with the Promoter/ Developer for the said Flat / Shop / Office and also for the building in which the said Flat / Shop / Office is situated as follows:

To maintain the Flat / Shop / Office at Purchaser/s own cost in good tenantable repair and condition from the date of possession and shall not do or suffer to be done anything in or to the building/s, staircase or any passage which may be against the rules regulations or bye-laws of concerned local or any other authority or change/ alter or make addition in or to the building/s in which the Flat / Shop / Office is situated and the Flat / Shop / Office itself or any part thereof.

Not to store in the Flat / Shop / Office buildings/ 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/ s 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 passages or any other structure of building/s, including entrances of building/s and in case any damage is caused to the building/s or the Flat / Shop / Office on account of negligence or default of the Purchaser/s shall solely be liable for the consequences of such breach.

To carry at his own cost all internal repairs to the said Flat / Shop / Office and maintain the Flat / Shop / Office in the same conditions, state and order in which it was delivered by the Promoter/ Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the building or the Flat / Shop / Office violating any rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences, thereof to the concerned local authority and/or other public authority.

Not to demolish or cause to be demolished the Flat / Shop / Office or any part thereof, nor at any time make or cause to be made any addition to or alteration of whatsoever nature in or to the elevation and outside colour scheme of the building and shall keep the sewers, drains, pipes in the Flat / Shop / Office and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building shall not chisel or any other manner damage to columns, beams, walls, slabs or RCC, Pardis or other structural design in the Flat / Shop / Office or construct additional walls or structures in the Flat / Shop / Office without the prior written permission of the Promoter/ Developer.

Not to make any changes in elevation such as enclosures in terraces, dry balconies, addition of grills etc. and installations of dish antenna's without the permission of the Promoter.

Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat / Shop / Office in the compound or any portion of the said land and the building in which the Flat / Shop / Office is situated.

Not to dry or hang clothes in the terrace/balconies.

Pay to the Promoter/ Developer within seven days from demand by the Promoter/ Developer, his/her/their share of security deposit and expenses demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the accommodation is situated.

To bear local taxes, N.A. taxes, water charges, insurance and such other levies, if any, from the date of completion certificate in respect of the said Flat / Shop / Office and also any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of permitted change of user of the said Flat / Shop / Office by the Purchaser/s.

The Purchaser/s shall not let, sub-let, transfer, assign or part with his/her/ their interest or benefit occurring from this Agreement or part with the possession of the Flat / Shop / Office until all the dues payable by the Purchaser/s to the Promoter/ Developer under the terms and conditions stated herein are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have intimated in writing to the Promoter/ Developer and obtained prior written permission from the Promoter/ Developer and paid necessary administration charges to the Promoter/ Developer, etc.

The Purchaser/s shall observe and perform all the rules and regulations and bye-laws which the Association of Apartment Owners/ Co-operative housing society/ body of the Flat / Shop / Office holders 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 Flat / Shop / Office 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 Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment Owners/ Co-operative housing society/ body of the Flat / Shop / Office holders regarding the occupation and use of the Flat / Shop / Office 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.

The Purchaser/s shall permit the Promoter/ Developer and their surveyors and agents, workmen and others, at all reasonable times, to enter into and upon the said land and building/s or any part thereof to view and examine the state and condition thereof. The Promoter/ Developer shall have such right to enter into and upon the said land/ building/ Flat / Shop / Office even after the Purchaser/s is/are put into possession of the said Flat / Shop / Office during the statutory defect liability period.

The Purchaser/s is/are hereby prohibited from altering, obstructing the external and internal structure of the building constructed as per the sanctioned plan.

It is specifically understood that the matters related to service providers such as security services, managerial services & other service appointed by the Promoter/Developer for the Association of Owners/ Co-operative housing society/ body of the Flat / Shop / Office holders is entirely the responsibility & liability of the Association/ Co-operative housing society/ body of the Flat / Shop / Office holders. The Apartment Association/ Co-operative housing society/ body of the Flat / Shop / Office holders has to handle all the financial and other matters with such service providers and the Promoter/ Developer shall not be financially liable towards the Association/ Co-operative housing society/ body of the Flat / Shop / Office holders and/ or the service providers.

The areas described in the Schedule H hereto state common areas and facilities and which shall be for the more beneficial use and enjoyment in common with other Purchaser/s. The Purchaser/s shall have no exclusive claim whatsoever in the same including all lobbies, staircases, lifts, which will always remain the property of the association and the same shall be for the common use for of all the Flat / Shop / Office purchaser/s.

Nothing contained in THESE PRESENTS shall be construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or upon the said land or the said building/s to be constructed thereon or in any part thereof. Such confirmation shall take place only upon the execution of the conveyance mentioned herein in favour of the Purchaser/s.

As the Promoter/ Developer will be applying to the concerned authorities for giving water connections for buildings and electricity meters and connections for

the said Flat / Shop / Office of the Purchaser/s, if there is delay in obtaining the water and electricity connections from the concerned department then in that case the Promoter/ Developer may provide electrical connections/ water supply/ power supply/ generator supply through any other temporary arrangements because of which if there is any improper/ in sufficient/ irregular supply of water/ electricity the Promoter/ Developer shall not be held responsible for the same and the Purchaser/s hereby consents for any temporary arrangement that may be made in the said interim period. The Purchaser/s shall pay for the proportionate charges as demanded, determined and decided by the Promoter/ Developer and service tax (if applicable) thereon. Until receipt of this amount from the Purchaser/s, the Promoter/ Developer shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Purchaser/s for the above from the outgoings/maintenance charges for which the Purchaser/s hereby give his/ her/ their consent. The Promoter is entitled to demand charges for such temporary arrangement in advance for 12 months, before giving possession of the said Flat / Shop / Office.

Till a separate electric meter or a water meter is installed/ allotted by the MSEDCL/ P.M.C. and any other authority, the purchaser/s herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her Flat / Shop / Office.

## **26. WAIVER**

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

## **27. REGISTRATION**

The Purchaser/s shall present this Agreement duly stamped at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter/ Developer will attend such office and admit execution thereof. The original of this agreement is given to the Purchaser/s. The Purchaser/s shall present this agreement as well as any other deeds, documents

etc which are to be executed by the party hereto in pursuance of this present at the proper registration office for registration within four months from the date of execution of this agreement and on intimation thereof by Purchaser/s the Promoter/Developer will attend such office and admit execution thereof the Promoter/Developer shall not be responsible if the purchaser/s fails to register the agreement as mentioned above.

**28. “RERA” REGISTRATION:**

The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Pune on \_\_\_\_\_under Registration No.\_\_\_\_\_

**29. SERVICE OF NOTICES**

All notices served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s through registered post acknowledgment due at his/ her/ their address specified in the title of this Agreement or at the address intimated in writing by the Purchaser/s after execution of this Agreement or at email address provided by purchaser/allottee.

**30. ESCALATION IN COST OF FLAT / SHOP / OFFICE**

That the consideration of the Flat / Shop / Office is agreed on the basis of the cost of the building material and labor charges, taxes, service tax, octroi, Vat, etc. prevailing on the date of this agreement. In case of increase in the prices thereof the Promoter/ Developer shall be entitled to proportionately increase the price of the said Flat / Shop / Office and the Purchaser/s has/have agreed to the same.

**31. ARBITRATION**

The parties hereby agree that in the event of there being any dispute by and between the parties hereto in respect of interpretation of any of the terms and conditions herein contained as also in respect of any matter arising out of and/or touching upon these presents, and/ or in regard to the carrying out of this Agreement, the same shall be referred to for Arbitration of a single Arbitrator to authority as per the provision of RERA be appointed by the Promoter and the decision of the Arbitrator shall be final and binding.

### **32. STAMP DUTY AND REGISTRATION FEES**

The consideration of the said agreement between the Promoter/ Developer and the Purchaser/s herein is/are as per the prevailing market rate in the subject locality. The stamp duty for this transaction is payable as per The Maharashtra Stamp (Amendment) Act 2015, Schedule-I, Article 25. The Purchaser/s herein has/have paid stamp duty of Rs -----/- and shall pay appropriate registration fees and expenses. The parties hereto shall be entitled to get the aforesaid stamp duty, adjusted, leviable on the conveyance, which is to be executed by the Promoter/ Developer herein in favour of the Purchaser/s herein. If any additional stamp duty or other charges are required to be paid at the time of conveyance the same shall be paid by the Purchaser/s.

This article of agreement shall always be subject to The Maharashtra Ownership Flat Act 1963 and or The Maharashtra Apartment Ownership Act 1970, Maharashtra Co-op. Societies Act 1960 and/or Real Estate (Regulation and Development) Act 2016 and rules made there under from time to time.

The previous of Article 5(g-a)(ii) of the Maharashtra Stamp Act are applicable to this document and hence it is entitled to adjust the Stamp Duty to the agreement against the duty payable to the agreement by the Purchaser/s herein to the subsequent Purchaser as per provision of the said clause Article 5(g-a)(ii).

The purchaser/s herein has/have agreed to purchase the said flat / unit / shop / office as an investor as laid down in Article 5(g-a)(ii) of The Maharashtra Stamp Act & hence it is entitled to adjust the stamp duty to the agreement against the duty payable to the agreement by the Purchaser/s herein to the subsequent Purchaser/s as per provision of the said clause Article 5(g-a)(ii).

The Purchaser/s declares hereby that he/ she/ they has/ have read and fully understood and agreed to the contents of this agreement and accepts that all the terms and conditions of this Articles of Agreement are binding on him/her/them. And thereafter the same has been executed by the Purchaser/s.

The Purchaser/s declares hereby that he/ she/ they has/ have read and fully understood and agreed to the contents of this agreement and accepts that all the terms and conditions of this Articles of Agreement are binding on him/her/them. And thereafter the same has been executed by the Purchaser/s.

**SCHEDULE - I****SCHEDULE OF THE PROPERTY 'A, B, C, D, & E' REFERRED TO -**

All that piece and parcel of property bearing Survey No. 12 Hissa No. 2/2/1, 2/2/2, 2/2/3, 2/2/4, 2/2/5, totally admeasuring about 01 Hectar 62 Aar of village Kondhawa Budruk, Pune which is within the limits of the Pune Municipal Corporation and Registration Sub District Haveli, District Pune and collectively bounded as under:

**ON OR TOWARDS THE:**

**EAST** : Property of Baiju Wagh out of S. No. 12,  
**SOUTH** : Property of Thosar,  
**WEST** : Property of S. No. 12,  
**NORTH** : 12 Mtr Road.

**SCHEDULE - II**

**(DESCRIPTION OF THE SAID FLAT / UNIT / SHOP / OFFICE WHICH IS THE  
 SUBJECT MATTER OF THIS AGREEMENT),**

Flat/Shop/Office/Unit No : .....  
 Building / Wing : '.....'  
 Floor : ..... Floor.  
 Carpet Area : ..... sq.ft. i.e. .... sq.mtrs  
 Terrace : ..... sq.ft. i.e. .... sq.mtrs  
 Name of Project : **"FORTUNE PERFECT" Housing Project.**

**Location:** Survey No. 12, Hissa No. 2/2/1, 2/2/2, 2/2/3, 2/2/4, 2/2/5, Village  
Kondhawa Budruk, Tal. Haveli, Dist. Pune.

### **SCHEDULE III**

#### **COMMON AREAS AND FACILITIES**

1. Club House
2. Gymnasium
3. Amphitheater
4. Lift with Generator Back Ups
5. Solar water System
6. Intercom
7. CC TV in common Areas

### **SCHEDULE IV**

#### **LIMITED COMMON AREA / RESTRICTED AMENITIES AND FACILITIES**

1. Children Play Area
2. Senior Citizen Area
3. Walking Track
4. Entrance Lobby to each building
5. Modern Security System.
6. Fire Fighting System.
7. Party Lawn.
8. Various Dedicated Play Area

### **SCHEDULE - V**

#### **RCC**

- Earthquake Resistant Structure.

#### **BRICKWORK**

- Internal & External Walls in Thick Brickwork / Block work.

#### **WINDOWS**

- Powder Coated Aluminum Windows with Mosquito Nets.
- Granite Window Sills.
- Provision for Exhaust in the Kitchen and WC.

#### **KITCHEN**

- GRANITE Kitchen Platform with Stainless Steel Sink.
- Attractive Dado Tiles in Kitchen.

#### **WASHROOMS**

- Designer Glazed Dado Tile.
- Branded CP Fittings.
- Concealed Internal Plumbing.
- Hot & Cold Water Mixer.
- Premium Sanitary Wares.
- Solar System Water Provision.

#### **DOORS**

- Decorative Main Door.

#### **FLOORING**

- Vitrified Tiles in all Rooms.
- Anti-Skid Tiles in Washrooms & Terraces.

#### **ELECTRIFICATION**

- Concealed Copper Wiring.
- Modular Switches of Reputed Brand.
- Adequate Electrical Points in Every Room.

#### **PAINTING**

- Superior Quality Oil Bound Distemper for Internal Walls.

- High Quality Branded Paint for External Walls.

**ANNEXURE-A**  
**(Copy of Title Certificate)**

**ANNEXURE – B**  
**(Copy of the plans Flat / Shop / Office / Unit)**

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS  
ON THE DAY AND DATE FIRST HEREIN ABOVE MENTIONED.**

I] SIGNED SEALED AND DELIVERED  
**By the above named PROMOTER/DEVELOPER**

**M/S FORTUNE HOMES**  
Through its authorized partner

**MR SATISH SHIVLAL KOKATE,**

II] SIGNED SEALED AND DELIVERED  
By above named **OWNERS / CONSENTING PARTY.**  
By their Constituted Attorney  
**M/S. FORTUNE HOMES**  
Through its authorized partner

**MR. SATISH SHIVLAL KOKATE,**

III] SIGNED SEALED AND DELIVERED  
By the above named **PURCHASER/S.**

1) .....

2) .....

**WITNESSES:-**

|                     |                     |
|---------------------|---------------------|
| 1] Signature: ..... | 2] Signature: ..... |
| Name: .....         | Name: .....         |
| Address: .....      | Address: .....      |
| .....               | .....               |