

Articles of Agreement

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there is any change in area of the said flat, then the such excess or less area as the case may shall be calculated in proportionate to the flat price and the same shall be paid by the parties to each other. After the possession of the said flat is handed over to the purchaser/s but before final conveyance of the same in favour of proposed society, if any additions or alterations in or about or relating to the said building are required to be carried out as per the direction of the Government authorities connected with plan sanctioning matters, Government or other statutory authorities, the same shall be carried out by the Purchaser/s in co-operation with the other purchasers of the flats in the said building at his / her / their own costs and Promoter shall not be liable or responsible for the same.

- 36) The Purchaser/s shall not be entitled to claim partition of his / her/their share in the Said Land and building and the same shall always remain undivided and impartible.
- 37) It is agreed that the Promoter herein has the right to allot parking spaces covered or uncovered or open spaces and has right to develop the Said Land or the open space, amenity space, marginal spaces along with the adjoining land/plot as the Promoter may think fit and proper. It is hereby agreed that the areas mentioned under the head of Common Facilities only shall be the common facilities and the other areas or amenities or the open area etc which have not been specifically mentioned therein shall be construed as the restricted areas or reserved areas for the flat purchasers and the Promoter shall be entitled to dispose of the said areas and facilities as the Promoter may thinks fit.
- 38) The Promoter shall be entitled to grant lease or license of any portion of the Said Land to any Government/Semi-Government or local body or statutory Authority or to the M.S.E.D.L or to any private party for setting up any structure, tower,

transformer, shed of temporary or permanent nature etc for the purpose of providing services and utility such as electricity, Telecommunication services, dish antenna etc. and the Flat Purchaser/s shall not raise any kind of objection towards the same.

- 39) The Promoter may allow display of advertisement and/or hoarding sites/neon signs, or may allow erection of antenna or towers for cable/satellite television, wireless, paging mobile, and cellular services, on the buildings and derive appropriate income there from in their own rights.
- 40) It is hereby made clear that furniture layout, color scheme, elevation treatment, trees, garden lawns etc. shown on the pamphlet, booklet, advertise and literature of the scheme are shown only for the advertisement of the scheme and the same are not agreed to be provided by the Promoter unless specifically mentioned and agreed in this agreement.
- 41) Any exclusive use allotted by the Promoter either of the terrace, covered/open car park, open space or of any other portion shall be subject to the right of the society and its agent/office bearers of use of the same for the specific purpose and to the extent necessary of maintenance and repairs of the common amenities such as drainage, water and electrical lines, etc, also if there is no common terrace or any common area on top of building and if common T.V. antenna is not provided then other unit holders shall be entitled to erect their T.V. antenna d2h, on the terrace on top of the building at the place convenient and suitable for both the said other unit holders and the unit holder/s to whom the right of exclusive use of terrace is allotted . All terraces open spaces, parking areas, etc which are not allowed for exclusive use to any other person/s shall remain for the exclusive use of the Promoter and the

Purchaser herein shall not object to the same nor obstruct the Promoter from allowing such exclusive use to any other person.

- 42) If any portion of the Project Land, or Layout is reserved for any public purposes and the competent authority compensated the Promoter in terms of F.S.I. or otherwise it shall be right of the Promoter to receive and utilize the same either in the said project or on any other property by floating the same, in such an event the Promoter shall be entitled to carry out additional built up area in the project land either by way of construction of new building/s, tenements or extension of the existing buildings/floors as the Promoter deems fit. The Purchasers shall have no objection for the new Purchaser/s to be admitted as members of the society/Association. If the Town Planning Authority/ PMRDA / Hon'ble District Collector, Pune compensated the Promoter otherwise than FSI for the acquisition of land then in such event also the Promoter shall be alone entitled to receive and appropriate the compensation for himself in respect thereof.
- 43) The Promoter shall be entitled to use the present unutilized and/or additional FSI/TDR in respect of the Project Land in any other property by floating the same and/or on the same property as and when the same is permitted. Likewise the Promoter shall also be entitled to use FSI pertaining other property/land on the Said Land as permitted by Town Planning Authority.
- 44) The Promoter with due process of law and subject to the right of present Flat Purchaser/s, shall be entitled to transfer or assign the said right or the development rights of the 'project land' to any other person/s or firm or company or association of persons,.

- 45) If, without default on the part of the Promoter, the flat Purchaser opted or decided to cancel the booking of the Said Flat, he has to intimate, communicate his intention to the Promoter in writing. In such situation the Promoter shall have right to deduct 15% amount out of the amounts till then may have been paid by the Purchaser/s as a compensation, liquidated damages towards such cancellation and after the sale of said flat to new purchaser and realizing such amount from the new purchaser the Promoter shall refund the balance amount to the present Flat Purchaser/s. At the time such cancellation the Purchaser shall execute and register a separate cancellation deed of the present agreement at his own cost and consequences.
- 46) The specification of the Said Flat and amenities, fixtures and fittings to be provided by the Promoter to the Purchaser/s to the building in which said flat is situated are described in the Annexure written herein under. If extra amenities, fixtures or fittings are required by the Purchaser/s then the Purchaser/s shall inform in writing to the Promoter and if it is possible for the Promoter then the Promoter at his sole discretion may provide the same, provided the Purchaser/s accepts the cost/price of such extra amenities, fittings etc. Provided the Purchaser shall pay such cost/price immediately before the commencement of such extra work. The Promoter agree to provide and install the agreed fittings and fittings to be provided to the Said Flat of a good quality and brand, however, the Promoter shall not be liable or responsible for the fixtures and fittings if the same found to be defective, damaged or of poor quality subsequently to the possession of the said flat.
- 47) It is specifically clarified and disclosed to the Purchaser/s that an area admeasuring about 1349.80Sq.Mtrs. out of the said Lay Out comes under the proposed 30 Meter wide Regional

Planning Road and therefore it shall be lawful for the Promoter to retain and hold the possession of the said road area as the lawful owner thereof until the Promoter receives its compensation from the Government. The said portion is in possession of present Promoter. However, in due course of time the compensation of the said road area may be granted in terms of Floor Space Index, transfer development right or otherwise and the Promoter shall have the sole and exclusive right to receive and utilize the same on the 'Project Land' and to deal with the same in any lawful manner as the Promoter may think fit and proper. Therefore in connection with the said Road Area it is specifically agreed by and between the Promoter and the Flat Purchaser/s that, the final conveyance of the Said Land to and in favour of legal entity of the flat purchasers shall be extended till getting the compensation of the said road area and further it shall be lawful for the Promoter to revise the sanctioned plans and to carry out additional construction after getting the said compensation in terms of FSI.

- 48) The promoter shall transfer and convey the 'Project Land' admeasuring about 6672.73 Sq. Meters of the Said Layout (i.e. by deducting the Said Road Area admeasuring 1349.80 Sq. Mtrs. and said Amenity Space Area admeasuring about 1177.53 Sq. Mtrs. from the said layout), to and in favour of a legal entity of the flat purchasers after completing the entire project/scheme and other events as specifically mentioned herein above.
- 49) The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of

payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to full fill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The Purchaser shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser only.

The expenses towards of Stamp Duty, Registration fees, and other mis. expenses etc. required to be paid towards the present agreement are agreed to be paid by the Purchaser/s.

- 50) Valuation: Vibhag No. 27.2, Rate per Sq.mtr is Rs. 45,170/-
 Market Value: _____/-
 Consideration Rs. _____/-
 Stamp of Rs. _____/- and Registration Fee Rs. _____/- is
 paid herewith. The flat Purchasers paid the amount of Stamp
 duty and registration fee to Promoter separately and Promoter
 utilized those amounts for the same.

SCHEDULE "I"
(OF THE PROJECT LAND)

All that piece and parcel of an area admeasuring 5887.65Sq.Meters and the Open Space area admeasuring about 785.08 Sq.Meter thus totally admeasuring about 6672.73Sq.Meters is the 'Project Land' out of the sanctioned layout of the lands admeasuring about 0H. 27Are out of the land bearing Gat No.1069 and an area admeasuring about 0H. 65Are out of the land bearing Gat No. 1070 thus the layout totally admeasuring about 00H.92Are both lying, being and situate at Village Wagholi, Taluka Haveli, District Pune and the Project Land bounded as under:-

- | | |
|---------------------|--|
| On or towards East | : By 12meter wide entrance road of plot
No. 5 of the sanctioned layout bearing
No. PMH/NA/SR/763/2014. |
| On or towards South | : By balance area of Gat No. 1069, area
under proposed road. |
| On or towards West | : By Part land of Gat No. 1070. |
| On or towards North | : By Gat No. 1085. |

SCHEDULE "II"
(OF THE SAID FLAT)

All that piece and parcel of Flat bearing No. _____, of the type of _____ BHK of carpet area admeasuring about _____ Sq.Mtr. (Carpet) plus adjacent enclosed balcony admeasuring about _____ Sq.Mtr. plus dry balcony admeasuring about _____ Sq.Mtr. plus other useable area _____ Sq.Mtr. plus Terrace admeasuring about _____ Sq.Mtr, situated on the _____ Floor in the building in the Scheme named as "**Blossom**" being implementing and constructing on the Project Land which is more particularly written herein above.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED
HEREUNDER ON THE DAY AND DATE MENTIONED HEREIN ABOVE.

Signature	PROMOTER	Left Hand Thumb Impression
(GIRISH MADHUKAR RATHI) For himself & as a Partner of M/s NG Rathi Associates		

Signature	PURCHASER/S	Left Hand Thumb Impression

(Mr. _____)		
(Mrs. _____)		

Signature	Owners/Consenting party.	Left Hand Thumb Impression
1. RAMESH NIVRUTTI SATAV 2. MRS.BHARTI RAMESH SATAV 3. MR. YOGESH RAMESH SATAV 4. MRS.JOSTNA NILESH MANKAR Through their constituted Power of Attorney Holder and for himself (Mr. GIRISH MADHUKAR RATHI)		

Witnesses:

1.

Sign

Name

Add.

2.

Sign

Name

Add.

ANNEXURE A

Adv. Hemant Shivputra Aalurkar
Address: 71, Dattawadi, Pune 411030.
Date: / /

CERTIFICATE

This is to certify that I have investigated the title to the aforesaid Land bearing Gat No. 1069 and 1070 of village Wagholi and the building constructed thereon, which is more particularly described in the Schedule 'A' written herein above and have perused title deeds and certify that in my opinion the title of present Owners and the Promoter is clean, clear and marketable subject to charge of India Infoline Housing Finance Limited which have been created by way of Simple Mortgage deed dated 23/02/2016, vide doc. No. 1420/2016, Haveli No. 1. However, the said India Infoline Housing Finance Limited by its letter dated / /20 issued its NOC to sale the said Flat No. .

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