

DRAFT ARTICLES OF AGREEMENT

THIS AGREEMENT made at Pune, this _____ day of
_____ Two Thousand and _____.

BETWEEN

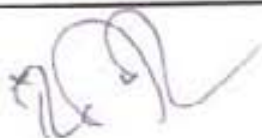
(1) **M/S. ONE EARTH**, a partnership firm registered under the provisions of the Indian Partnership Act, having its address at 501, Kensington Court, Lane 5, North Main Road, Koregaon Park, Pune, through the hands of its partners Mr. Adarsh B. Hegde and Mr. Rohan A. Seolekar, AND (2) **OXFORD SHELTERS PRIVATE LIMITED**, a company registered under the Companies Act 1956 having its registered office at 501, Kensington Court, Lane 5, North Main Road, Koregaon Park, Pune, through the hands of its director / authorized signatories Mr. Anirudha Uttam Seolekar and/or Mr. Ashok Khupchand Kothari hereinafter referred to as "**the Promoters**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include, in the case of the partnership firm, the partners for the time being of the said firm, the survivors or survivor of them and the heirs, executors, administrators of such last survivor, and in the case of the company, its successors-in-title, its receivers, official liquidators or the company or companies in which the said company may be merged or amalgamated) of the **First Part**;

AND

1] _____
Age about _____ years, Occupation : _____
PAN NO. - _____

2] _____
Age about _____ years, Occupation : _____
PAN NO. - _____

Both R/at - _____



hereinafter referred to as the “**Allottee/s**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/its heirs, executors, administrators) of the **Second Part**;

AND

PINNI 1 CO-OPERATIVE HOUSING SOCIETY LIMITED, a co-operative housing society registered under the Maharashtra Co-operative Societies Act 1960 under Registration No. PNA/ PNA (4) HSG/ (TC) / 12556/2012-13 on 11 February 2013, having its registered office address at Survey No. 9 to 14, Hissa No. 1/36 Mundhwa, Pune – 411 036, through the hands of its Secretary / Chairman Mr. Amrut Khupchand Kothari and/or Umesh S. Kalaskar, (hereinafter referred to as “**the Confirming Party**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include the Managing Committee constituted for the time being and the General body of members, and the successors and assigns of the society) of the **Third part**;

WHEREAS:

- A. The Confirming Party is the sole and absolute owner of and well seized and possessed of all that piece and parcel of land admeasuring 79 Ares bearing Survey No. 9 to 14 Hissa No. 1/36 situated at Village Mundhwa, Taluka Haveli, District Pune (hereinafter referred to as “**the said Land**”) more particularly described in the **First Schedule** hereunder written. The extract of Village Forms VII and XII (7/12 extract) reflecting name of the Confirming Party as the owner is annexed hereto as **Annexure “A”**.
- B. The Promoters herein are entitled to jointly develop the said Land in terms of the Joint Development Agreement dated 30 December 2013 registered with the office of Sub-Registrar of Assurances, Haveli No. 23, at Serial No. 9116/2013.
- C. The Collector, Pune, vide its Order dated 10 May 2013 bearing No. PMN/NA/SR/320/2012, has granted permission to use the said Land for non-agricultural residential purpose, and revised vide its Order dated 28.02.2014 bearing No. PMN/NA/SR/806/2013, The Collector, Pune, has also sanctioned layout plans and the building plans of the buildings to be constructed on the said Land. Thereafter, Pune Metropolitan Regional Development Authority (hereinafter referred to as “**PMRDA**”) has sanctioned the revised building plans dt. 22.09.2015 vide its order bearing No. PHA/MOU.MUNDHWA/S. NO. 9 TO 14/HI. KRA. 1/36/PRA.KRA.1553/DT.22.09.2015. The said Order is annexed hereto

and marked as **Annexure “B”**. The authenticated copy of the sanctioned Layout as approved by the PMRDA has been annexed hereto and marked as **Annexure “C”**.

- D. The said Land being voluminous in size, the Promoters decided to develop the same in a phase-wise manner under name and style **“Florida River Bank”** consisting of residential premises in 6 buildings viz. Building A, Building B, Building C, Building D, Building E and Building F hereinafter referred to as the **“said Project**. Building E and Building F form the Phase I of the said Project and Building A, Building B, Building C and Building D form the Phase II of the said Project.
- E. The Promoter would be constructing 6 buildings viz. Building A, Building B, Building C, Building D, Building E and Building F comprising of P+ 11 Floors in each building and comprising of total 154 Units in all building, on the said Land, by using, utilizing and consuming the Floor Area Ratio/Floor Space Index (**“FAR/FSI”**) so also additional FAR/FSI by way of Transferable Development Rights (**“TDR”**) by availing the same from the market, as is and to the extent permissible under the Development Control Regulations (**“DC Regulations”**) of City of Pune, framed under the Maharashtra Regional and Town Planning Act, 1966, and/or any such concerned statute or rules.
- F. The Promoter has registered the said Project under the category of ongoing project as per the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the said **“Act”**) with the Real Estate Regulatory Authority at _____ under Serial No. - _____. The Promoters have appointed an Architect viz. Mr. Pradeep Deshmukh, registered with the Council of Architects for the purpose of constructing the said Project.
- G. The Promoters have appointed structural Engineers viz. Mr. Rajesh C Ratkalkar, for the preparation of the structural design and drawings of the buildings and other structures and the development shall be under the professional supervision of the Architects and the structural Engineers till the completion of the development of the said Land.
- H. The copy of Title Certificate dated 9th August 2012 and the Supplementary Title Certificate dated 21st February 2014 and second

Supplementary Title Certificate dated 23 June 2015 and 3rd Supplementary Title Certificate dated 5th October 2015 issued by M/s. Hariani & Co., Advocates & Solicitors showing the nature of the title of the Confirming Party and the Promoters to the said Land, the Floor Plan of the Flat agreed to be purchased by the Allottee/s approved /sanctioned by The Collector / PMRDA , Pune are annexed hereto and marked **ANNEXURE “D” & “E”** respectively.

- I. Prior to the execution hereof, the Allottee/shas demanded from the Promoters and the Promoters have provided to the Allottee/s, inspection of all the documents of title to the said Land and the Plans, Designs, Specifications prepared by the Promoters' Architects viz. Mr. Pradeep Deshmukh and approved/sanctioned by The Collector / PMRDA, Pune and all such other documents as are specified under the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 Act, 1963 (“**MOFA**”), Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) along with the rules and regulations formulated thereunder (“**the said Rules**”) as amended upto date.
- J. The Allottee/sbeing desirous of acquiring a flat in the building to be constructed on the said Land, has approached and applied to the Promoters to allot to him/her/them Flat No.____ admeasuring ____ sq. ft. i. e. _____ sq. mtrs. carpet area on the _____ floor (“**the said Flat**”) of the Building No. “___” (“**the said Building**”) in the Phase II of the said Project which is more particularly described in the **Second Schedule** hereunder written and is shown in red colour boundary line on the Floor Plan annexed hereto and marked as **Annexure “E”** together with the specifications more particularly described and mentioned in Third Schedule and with common areas and facilities more particularly described and mentioned in Fourth Schedule written hereunder.
- K. Prior to the execution hereof, the Allottee/s has paid to the Promoters a sum of Rs. _____/- (**Rupees _____ only**) being part payment of the sale price herein payable for the said Flat to be sold by the Promoters to the Allottee/s as advance payment or deposit (the payment and receipt whereof the Promoters do hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoters the

balance of the sale price in the manner set out hereinafter in this Agreement.

- L. Under Section 4 of MOFA and Section 13 of the RERA, the Promoters are required to execute a written Agreement for Sale in respect of the said Flat in favour of the Allottee/s, being in fact these presents and also to get the same registered under the Indian Registration Act, 1908 which is being executed and registered as under:
- M. The parties hereto are now desirous of recording the terms and conditions agreed upon between them in the manner hereinafter appearing:

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

1. The Promoters shall construct the said Building in accordance with the plans, specifications, designs and elevations as approved / sanctioned by The Collector / PMRDA , Pune, which have been seen and understood by the Allottee/s, with such variations and modifications as the Promoters may consider necessary or as may be required by the Government or any other local authority from time to time. The Promoters reserve the right to amend the sanctioned plans from time to time, for which no consent in writing of the Allottee/s will be required, unless it adversely affects the said Flat agreed to be purchased by the Allottee/s.

2. (a) (i) The Promoters hereby agree to sell to the Allottee/s and the Allottee/s hereby agree/s to purchase and acquire from the Promoters the premises being Flat No. _____ admeasuring _____ sq. mtrs i.e. _____ sq. ft. (Carpet Area) on the _____ floor ("**the said Flat**") of the Building No. "____" ("**the said Building**"), being constructed by the Promoters on the said Land, as per the sanctioned plan annexed hereto as Annexure C more particularly described in Second Schedule written herein and delineated in [Red color] in the floor plan annexed hereto as **Annexure "E"**) together with the specifications more particularly described and mentioned in Third Schedule written hereunder, on the terms and conditions and at or for the lumpsum Sale Price of Rs. _____/- (**Rs. _____ only**) which consideration is inclusive of the proportionate price of the common

area and facility appurtenant to the said Flat, the nature, extent, and description of the common area and facilities which are as more particularly described in the Fourth Schedule written hereunder.

2. (b) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s covered car parking space bearing no. [-----] situated at [-----] Basement and/or Stilt being constructed in the said Project for the consideration of Rs.-----/- (Rupees -----).
2. (c) The Total Aggregate Consideration amount for the said Flat including the covered car parking space no. ----- is thus Rs. --- -----/- (Rupees -----).
- 2(d) The Total Aggregate Consideration above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the said Project payable by the Promoter) up to the date of handing over the possession of the said Flat.
- 2 (e) The Total Aggregate Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s.
- 2 (d) The Allottee/s herein shall pay the aforesaid agreed consideration to the Promoters in the following manner –

Sr. No.	Installments	When to pay
1	9%	Paid on or prior to the execution hereof towards earnest money,

2	20%	To be paid on execution and registration hereof
3	15%	To be paid on completion of the plinth,
4	5%	To be paid on casting the fourth slab,
5	5%	To be paid on casting the eighth slab,
6	5%	To be paid on casting the tenth slab,
7	10%	To be paid on completion of RCC Structure
8	5%	To be paid on completion of Wall and Internal Plaster,
9	5%	To be paid on completion of Staircase and Lift Well,
10	5%	To be paid on completion of external plaster/plumbing/terrace waterproofing,
11	10%	To be paid on completion of lift/water pumps/lobby/electrical fitting/infrastructure,
12	6%	To be paid on handing over of possession of the said Flat
	100%	Total

The Allottee/s herein shall pay the aforesaid amount or unpaid amount under this Agreement on due date or within seven days from the Promoter giving the written intimation/demand notice to the Allottee/s calling upon the Allottee/s to make the payment. Payment by the Allottee/s to the Promoter in time, as agreed to herein is the essence of the contract.

3. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter and in such event only recourse shall be a prorate adjustment in the last installment payable by the Allottee/s towards the Total Aggregate Consideration under clause 2(c). All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2(a) of this Agreement.

4. The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. The Sale Price shall be exclusive of all taxes, levies, duties, cesses etc. All such taxes, levies, duties, cesses (whether applicable/payable now or become applicable/payable in future) including Service Tax, Value Added Tax (VAT), Local Body Tax (LBT), Stamp duty, Registration charges, etc. shall be borne and paid by the Allottee/s alone and the Promoters shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof. In addition to the Sale Price, the Allottee/s shall pay all other amounts mentioned herein including the amounts mentioned in Clauses 19 and 21 hereinbelow.

6. As per the provisions of the Act the Promoters have opened Bank Account in the name of "One Earth Florida River Bank Collection Account" for collection/receipt of all the revenue from the sale of the flats to be constructed on the said Property and all funds/receipts towards sale proceeds of the project. The Allottee/s shall make all payments of the Sale Price due and payable to the Promoters through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of "**One Earth Florida River Bank Collection Account**". In case of any financing arrangement availed of by the Allottee/s with any financial institution with respect to the purchase of the said Flat, the Allottee/s undertakes to direct such financial institution to pay all such amounts towards the Sale Price, and the Allottee/s shall ensure that such financial institution shall disburse/pay all such amounts towards Sale Price due and payable to the Promoters through an account payee cheque / demand draft drawn in favour of "**One Earth Florida River Bank Collection Account**". Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Flat and/or payment under this Agreement and shall be construed as an Event of Default on part of the Allottee/s as mentioned in Clause 40 hereinafter appearing.

7. The Allottee/s agrees and confirms that the payment of installments shall be made on the due dates, without any delay or default, in terms of this Agreement. The Allottee/s agrees that the time for payment is the essence of the contract. An intimation forwarded by the Promoter to the Allottee/s that a particular stage of construction is completed shall be sufficient proof that a particular stage of construction is completed.

8. In case of default committed by the Allottee/s, in payment of the amount, as and within the time agreed to herein,

- (i) The Promoters shall be entitled to claim interest at the State Bank Of India's highest Marginal Cost of Lending Rate then applicable plus 2 %, compounded quarterly, from the day it becomes payable till the actual receipt thereof, without prejudice to the other rights of the Promoters available as per the terms and conditions hereof and the statutes,
- (ii) On the Allottee/s committing breach by delaying the payment as per the payment schedule on three distinct occasions, then the Allottee/s again i.e. on the fourth occasion, committing a breach by delaying the payment as per the payment schedule as per the Promoter shall, without prejudice to as stipulated in clause (i) hereinabove, be entitled to terminate this Agreement by addressing a prior written notice to the Allottee/s, demanding payment of the outstanding amounts under this Agreement within a period of 15 days from the receipt of the notice, failing which this Agreement shall stand terminated on the expiry of the period of 15 days. In the event such termination the Promoters shall be entitled to sell the said flat to any person without any claim whatsoever from the Allottee/s and the Allottee/s shall be entitled to the refund of the amount of the consideration within 30 days from resale of the said Flat after deduction of a sum of Rs. 50,000/- (Rs. Fifty Thousand Only) as and by way of liquidated damages.

9. The Promoters agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Collectors / PMRDA, Pune at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Flat to the Allottee/s, obtain from the Collectors / PMRDA, Pune occupation and/or completion certificate in respect of the said Flat. The common area and amenities/facilities for the Project is detailed in Fourth Schedule written hereunder.

10. The Allottee/s is fully satisfied with and has accepted the title of the Promoters to the said Land as also the right of the Promoters to sell various premises in the said Building to be constructed on the said Land and/or any part/s thereof and the Allottee/s doth hereby agree and undertake not to further investigate and/or to raise any requisitions on or objections to the same, from the execution hereof.

11. The Promoters shall be entitled to consume additional FAR on the said Land in the form Transferable Development Rights ("**TDR**") by constructing additional floors in the said Buildings and/or constructing additional structures

on the said Land in such manner as the Promoters deem fit after obtaining required permission/s from the authority concerned and the Allottee/s hereby gives his/her/their irrevocable consent to the same.

12. It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted and confined to the said Flat only, and such right will accrue to the Allottee/s only on the Allottee/s making payment of all the amounts including the Sale Price to the Promoters strictly in accordance with this Agreement and only on the Allottee/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other unsold premises, portion or portions of the said Building, including the rights in common areas such as staircase, staircase landing, entrance lobby, open spaces, terraces etc., shall always be the sole and absolute property of the Promoters. The Allottee/s hereby confirms and consents to the irrevocable, absolute and unfettered right of the Promoters, to sell or give on lease, sub-lease or leave and license and/or deal with and dispose of all such unsold premises and portion or portions of the said Land, in the manner deemed fit by the Promoters without any consent or concurrence of the Allottee/s or any other person. The Allottee/s hereby covenants that he/she/they shall not raise any objection, claim or demand against the Promoters and/or the Confirming Party for the exclusive use by any other purchaser of any premises of the said Building or any other buildings to be constructed on the said Land of any parking spaces, garages, amenities, or any other part of common areas and facilities forming part of the Project to be implemented on the said Land.

13. It is expressly agreed that the said Flat contain specifications, fixtures, fittings and amenities as set out in **Third Schedule** written hereunder and the Allottee/s confirms that the Promoters shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Flat.

14. Subject to the Allottee/s not being in breach of any of the terms hereof, the Promoters shall endeavor to give possession of the said Flat to the Allottee/s on or before **31st December 2018**. The Promoters shall be entitled to a grace period of 6 (six) months from the aforesaid date if he fails or neglects to give possession of the said Flat to the Allottee/s on or before the aforesaid date on account of reasons beyond their control. In the event the Promoters fail to hand over possession of the said Flat to the Allottee/s even after the expiry of the said grace period of 6 months then the Allottee/s may by giving notice in writing to the Promoters elect to terminate this Agreement and in such event Promoters shall be liable to refund to the Allottee/s the amounts already received by them

in respect of the said Flat with interest at the rate of the State Bank Of India's highest Marginal Cost of Lending Rate plus 2 %, in case the State Bank Of India Marginal cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending, from the date of such termination till the date of the amounts and interest thereon is repaid. In the event of such termination and upon refund of the amount by the Promoters to the Allottee/s, the Allottee/s shall execute and register a Deed of Cancellation in favour of the Promoter thereafter neither Party shall have any other claim, against the other, in respect of the said Flat or arising out of this Agreement and the Promoters shall be at liberty to sell and dispose of the said Flat to any other person at such price and upon such terms and conditions as the Promoters may deem fit.

Provided that the Promoters shall be entitled to reasonable extension of time for handing over of possession of the said Flat on the aforesaid date, if the completion of the said Building is delayed on account of –

- i. Force Majeure events, which shall mean any act of God, natural calamity, landslide, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, labour unrest, invasion, war, threat of or preparation of war, fire, explosion, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural disaster, calamity;
- ii. Other Events which shall include the following:
 1. act of God i.e. fire, draught, flood, earthquake, epidemics, natural disasters;
 2. explosions or accidents, air crashes, act of terrorism;
 3. strikes or lock outs, industrial disputes, Economic Hardship;
 4. election code of conduct;
 5. non-availability of cement, steel or other construction/raw material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
 6. war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
 7. the promulgation of or amendment in any law, regulations rule or regulation or the issue of any injunction, court order

or direction from any governmental or statutory authority that prevents or restricts the Promoter from complying with any or all the terms and conditions as agreed in this Agreement including Development Control regulation or issuance of any notice, order, rule or notification of the government and/or any other public or competent authority or sanctioning authorities or of the court or on account of delay in issuance of NOC's, licenses, Approvals, occupation certificate etc. or non-availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond the control of the Promoter whereby the work of construction is stayed or stalled.

8. any legislation, order or rule or regulation made or issued by the Government or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals/certificates for the Project; or
9. Any claim, challenge or objection to the Project or to the Project Land or on the rights of Promoter on the Project Land and / or the Project;
10. Any hazardous, dangerous, perilous, unsafe chemical substance, material or property, which is found on the Project Land which renders liable or endangers the health and safety of either Party or the general public;
11. Any change in Applicable Laws adversely affecting the development of the Project
12. other reasonable cause beyond the control of the Promoter or its agent or not directly attributable to any willful act or omission of the Promoter and or any other reason unforeseen by the Promoter, which may prevent, restrict, interrupt or interfere with or delay the construction of the Building including the Apartment.

15. The Allottee/s hereby agrees and undertakes that the Allottee/s shall not be entitled to claim any compensation and/or termination of this Agreement, in the event any of the aforesaid situation occurs by virtue of which the completion of the said Building cannot be completed.

16. The Promoter shall on obtaining the Occupancy Certificate from the concerned authority and on the Allottee/s making all the necessary payment as per the present Agreement shall within a period of 7 (seven) days of obtaining of such Occupation Certificate offer in writing the possession of the said Flat to the Allottee/s. The Allottee/s shall occupy the said Flat within 15 days of the Promoters giving written notice to the Allottee/s intimating that the said Flat is ready for use and such date of occupation of the said Flat by the Allottee/s shall be the “**Date of Possession**” and all obligations of the Allottee/s related to possession of the said Flat shall be deemed to be effective from the said Date of Possession. Provided that if within a period of five years from the Date of Possession, the Allottee/s brings to the notice of the Promoters any defect in the said Flat or in the said Building or the materials used therein or any unauthorized change in the construction of the building in which the said Flat is situated, then, wherever possible such defects or unauthorized changes shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Allottee/s shall be entitled to receive from the Promoters reasonable compensation for such defect or change. The word defect hereinabove stated shall mean only the manufacturing defects caused on account of willful neglect of the Promoters and shall not mean defects caused by normal wear and tear, negligent use of the said Flat by the Allottee/s, abnormal fluctuations in the temperatures, abnormal heavy rains, etc. The Allottee/s agree/s and confirm/s that the decision of the Promoter’s Architect shall be final in deciding whether there is any actual structural defect in the said Flat/Building (s) or defective material being used or regarding workmanship, quality or provision of service.

17. In the event the Allottee/s fails and/or neglects to take possession within the specified period, it shall be deemed that the Allottee/s has taken possession from the date of the such written notice and that date shall be deemed to be the “Date of Possession” and all obligations of the Allottee/s related to possession of the said Flat shall be deemed to be effective from the said Date of Possession.

18. In case the Allottee/s proposes to commence furnishing of the said Flat prior to the Promoters issuing such notice for taking possession of the said Flat as mentioned in Clause 16 hereinabove stating therein that the said Flat is ready for use, the Promoters may grant permission to commence furnishing only after receiving from the Allottee/s all the amounts mentioned in this Agreement including without limitation the amounts mentioned in Clauses 19 and 21 hereinbelow and upon such permission being granted by the Promoters, it shall

be deemed that the Allottee/s has taken possession of the said Flat from the date of the said writing and that date shall be deemed to be the **“Date of Possession”** and all obligations of the Allottee/s related to possession of the said Flat shall be deemed to be effective from the said Date of Possession. Further, in the event such possession is handed over to the Allottee/s without the Allottee/s having paid the entire amount payable under this Agreement, the Allottee/s hereby agrees and confirms that the Promoters shall have a lien on the said Flat for the balance unpaid sale price and the interest thereon.

19. Prior to the handing over of possession of the said Flat by the Promoters to the Allottee/s in terms contained herein, the Allottee/s shall make payment of all the amounts payable such as society maintenance charges etc. as agreed hereunder which shall be over and above the Sale Price as mentioned in Clause 2 hereinabove.

20. The Promoters shall not be liable, responsible and/or required to render the accounts in respect of the amounts mentioned hereinabove. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Allottee/s agrees to pay to the Promoters without any demur, such other charges or such other amounts under such heads and/or such increased charges as the Promoters may indicate.

21. It is agreed that in the event of any additional amounts becoming payable in respect of items mentioned in Clause 5 above, the Allottee/s shall forthwith on demand pay to and/or deposit the additional amounts with the Promoters. In the event the Allottee/s fails to pay the amounts' so demanded by the Promoters, the same shall be deemed to be an Event of Default in terms of Clause 40 hereinafter appearing and the Promoters shall not be obliged to handover possession of the said Flat till such payment and/or deposit.

22. So long as each premises in the said Building are not being separately assessed for municipal taxes and water charges, the Allottee/s shall pay to the Promoters a proportionate share of the Municipal tax and water charges assessed by the concerned authority on the said Building and the common areas and the said Land. The Allottee/s agrees that such proportion shall be determined by the Promoter on the basis of the area of the said Flat; however for the purpose of determining such proportion, the area of the unsold premises will not be taken into account. The Allottee/s along with the Allottee/s/allottees of the other premises in the said Building will not require the Promoters to contribute a proportionate share of the maintenance charges, municipal taxes,

water charges and all other rent, rates and taxes in respect of the said Flat and other premises which have not been sold or disposed off by the Promoters. In other words, any liability towards taxes or other outgoings etc. in respect of the unsold premises and other premises, shall be borne and paid by the Allottee/s of the premises in the said Building, including the Allottee/s herein, from the Date of Possession.

23. Subject to what is stated hereinabove, on and from the Date of Possession, the Flat Allottee/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said Flat and the said Land and the said Building including local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, lifts, repairs, salaries of clerks, bill collectors, chowkidars, sweepers, and also other expenses necessary and incidental to the management and maintenance of the said Land and the said Building. For payment of the aforesaid, the Promoters shall first utilise from the amounts mentioned in Clause 19 hereinabove. It is agreed that if the Promoters so require, the Allottee/s shall make such additional payment towards the outgoings on a continuous basis, beginning from the time the notice in writing is given by the Promoters to the Allottee/s. Amounts paid by the Allottee/s to the Promoters on account of outgoings and municipal taxes shall not carry any interest and the Promoters shall be entitled to spend such amount for the purposes for which the same are collected and the unspent balance shall remain with the Promoters until the affairs of the buildings are handed over by the Promoters to the Confirming Party. The aforesaid amounts so collected (less deductions provided for this Agreement) shall be paid over by the Promoters to the Confirming Party at the time of handing over of affairs of the buildings to be constructed on the said Land in favour of the Confirming Party. After the utilization of the amounts so collected under Clause 19 hereinabove, the Allottee/s undertakes to pay such provisional monthly contribution towards proportionate share of municipal taxes and outgoings regularly by the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever, in which event interest at the rate of 18% per month will be charged. The right of the Promoters to charge the said rate of interest is without prejudice to their rights including right to terminate this Agreement, levy cancellation charges, etc.

24. The Allottee/s shall use the said Flat or any part thereof or permit the same to be used only for the purpose of residence. The Allottee/s shall use the

Car Parking Space only for the purpose of keeping or parking the Allottee/s own vehicle.

25. On the Date of Possession, the Promoters shall provisionally allot the Car Parking Space to the Allottee/s and the same shall be subject to the confirmation and ratification by the Confirming Party after the affairs of the Project are handed over by the Promoters to the Confirming Party. The Allottee/s agrees and gives his absolute and irrevocable consent to the same and shall abide by the decision of the Confirming Party pertaining to the same.

26. It is expressly and specifically agreed, understood and confirmed that as the Confirming Party is a co-operative housing society under the Maharashtra Co-operative Societies Act, 1960, the Promoters are not required to form the association of the Allottee/s as is required under the MOFA and RERA.

27. It is further expressly and specifically agreed, understood and confirmed that considering the overall development of the said Land, the Confirming Party shall admit the Allottee/s as its member only upon (i) the completion of the entire development of the entire project to be implemented on the said Land, (ii) sale of all the premises in the buildings that may be constructed by the Promoters thereon and (iii) receipt of all the amounts including the Sale Price from the Allottee/s thereof. The Allottee/s hereby agrees, declares and undertakes that he/she/it shall not apply for and/or demand membership of the Confirming Party till the entire development of the said Land is completed.

28. The Allottee/s shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoters and/or the Confirming Party may require for safeguarding the interest of the Promoters and/or the Allottee/s and other flat purchasers of the other premises in the said Land.

29. The Promoters hereby declare that the Floor Space Index available as on date in respect of the said Land is 15242.93 sq. mtrs. after considering Paid FSI, Premium Charges and Free FSI. The Promoters have disclosed the Floor Space Index of 15242.93 sq. mtrs. after considering Paid FSI, Premium Charges and Free FSI as proposed to be utilized by them on the said Land in the said Project and Allottee/s has/have agreed to purchase the said Flat based on the proposed construction and sale of flat to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

30. The Promoters shall have and have retained all rights to use, utilize and consume the FAR/FSI originating from the physical area of the said Land so also the additional FAR/FSI by way of TDR by availing the same from market, as is and to the extent permissible under the DC Regulations of City of Pune framed under the Maharashtra Regional and Town Planning Act, 1966, by adding to the floors of the Building/s and/or by putting up separate/independent Building/s as the case maybe.

31. The Promoters shall have and have retained all rights to amalgamate with the said Land, any other abutting or adjoining piece/s of land/s to which they may be entitled to with all rights to use, utilize and consume the FAR/FSI originating from the physical area of the said Land such abutting or adjoining piece/s of land, so also the additional FAR/FSI by way of TDR by availing the same from the market, as is and to the extent permissible under the DC regulations of City of Pune, framed under the Maharashtra Regional and Town Planning Act, 1966 and/or under any such concerned statute or Rules, by putting up separate/independent building/s.

32. It is hereby agreed by the Allottee/s that the Promoters alone shall be entitled to any additional FAR and/or TDR in respect of the said Land and further that the Promoters shall be entitled to construct either additional floor or floors on the said Building or any part thereof or construct any additional structure on the said Land as may be permissible and as the Promoters may in their absolute discretion think fit and proper and in the aforesaid event the Promoters shall be entitled to deal with, dispose off, alienate for such consideration to such party as the Promoters may in their absolute discretion desire without reference or recourse or consent of the Allottee/s in any manner whatsoever and the Allottee/s hereby agrees not to raise any dispute or raise any objection to the Promoters agreeing to further develop the said Land and further agrees not to object or interfere in any manner whatsoever.

33. The Allottee/s by himself/herself/itself with intention to bind all persons into whose hands the said Flat may hereinafter come hereby covenants with the Promoters as follows:

(i) From the Date of Possession, the Allottee/s at his/her/their own costs, shall maintain the said Flat in good condition and shall not do or suffer to be done anything in or to the said Building, the said Flat, staircase, common area or passage which may be against the rules, regulations or bye-laws of the

concerned authorities or to change/alter or make addition in or to the said Building or the said Flat or any part thereof. In the event of default on the part of the Allottee/s to comply with the aforesaid, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and pay any penal charges levied by the authorities.

(ii) Not to store any goods in the said Flat which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building 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 on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building and in case any damage is caused to the said Building on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.

(iii) Not to change the user of the said Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and not to cover or construct any thing on the open spaces.

(iv) Not to demolish or cause to be demolished the said Flat or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof and keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereto in good condition and in particular so as to support, shelter and protect other parts of the said Building.

(v) Not to make any alteration in the elevation and outside colour scheme of the said Building nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or walls, pardis or other structural members in the said Flat without the prior written permission of the Promoters, notto do / cause to do any hammering for whatsoever use on the external / dead walls of the said Building or do any act to affect the FAR potential of the said Land.

(vi) Not to affix any fixtures or grills on the exterior of the Building. The Allottee/s shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee/s from the Promoters and

the Allottee/s undertakes to not fix any grill having a design other than the standard design approved by the Promoters.

(vii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and the said Building or any part/s thereof or whereby any increase in the premium shall become payable in respect of the insurance.

(viii) Not to endanger or damage the said Land and/or the said Building or any part thereof, nor shall damage the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Land and/or the said Building.

(ix) Not to delay / default in payment of the amounts to be paid to the Promoters in addition to the amounts collected in Clause 19 hereinabove and pay within 10 days of demand by the Promoters, their share of security deposit demanded by any concerned local authority or government, Municipal Corporation for giving water, or any electric supply company for giving electricity or any other service connection to the said Building.

(x) Not to delay / default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time.

(xi) Not to transfer or assign the Allottee/s's right, interest or benefit under this Agreement and/or let, sub let, sell, mortgage and/or otherwise transfer, assign or part with occupation or give on leave and licence, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Flat without the prior written consent of the Promoters. Such consent, if granted shall be subject to the terms and conditions imposed and stipulated by the Promoters herein.

(xii) Shall not violate and shall abide by all rules and regulations framed by the Promoters and/or by the Confirming Party, for the purpose of maintenance and up-keep of the said Land and the said Building and in connection with any interior / civil works that the Allottee/s may carry out in the said Flat.

(xiii) The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Promoters and/or the Confirming Parties

regarding the occupation and use of the said Flat in the said Building and shall not violate the same. The Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(xiv) Shall never in any manner enclose any area to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Flat and keep the same unenclosed at all time. The Promoters shall have the right to inspect the said Flat at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Flat to its original state.

(xv) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Property and/or the said Building.

(xvi) Breach of any of the conditions stated herein shall cause this Agreement to, ipso facto, come to an end. Notwithstanding anything contrary hereto and without prejudice to all other rights that the Promoters may have against the Allottee/s either under this Agreement or otherwise, the Promoters shall have the right to terminate this Agreement upon breach of any of the aforesaid conditions and shall forfeit and appropriate all or such amounts as they may deem fit out of the total amounts till then paid by the Allottee/s to the Promoters in respect of the said Flat.

(xvii) Not to obstruct the development work on the said Land for any reason and in any way whatsoever.

(xviii) The Allottee clearly and unequivocally confirm/s that in case remittances related to the Total Aggregate Consideration and/or all other amounts payable under this Agreement for the Flat are made by non-resident/s/foreign national/s of Indian origin, it shall be the sole responsibility of the Allottee, to fulfill requisite compliances under Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and Rules and Regulations made thereunder and all other applicable laws including that of remittance of payment towards acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill 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 FEMA or any other applicable law. The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard.

(xix) The Allottee/s hereby declare(s) that the monies paid/payable by the Allottee/s under this Agreement is not in contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time. The Allottee/s further declare(s) and authorize(s) the Promoter to give details of the present transaction with respect to the said Flat to any statutory authority as may be required. The Allottee/s further agree(s) and confirm(s) that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Money Laundering, then the Promoter shall at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Allottee/s shall not have any right, title or interest in the said Flat neither have any claim/demand against the Promoter, which the Allottee/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Allottee/s shall be refunded by the Promoter to the Allottee/s in accordance with the terms of this Agreement for Sale only after the Allottee/s furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee/s.

(xx) The Allottee/s agree(s) and undertake(s) that on receipt of possession, the Allottee/s shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Promoter/association / apex body ("**Fit-Out Manual**") and without causing any disturbance, to the other purchasers of the unit(s) in the Building. The Fit-Out Manual will be shared at the time of handing over possession of the said Flat. Without prejudice to the aforesaid, if the Allottee/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the said Flat or the Building, the Promoter shall be entitled to call upon the Allottee/s to rectify the same solely at Allottee/s costs and to restore the said Flat and/or Building to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Allottee/s does not rectify the breach within the such period of 30 (thirty) days, the Promoter may carry out necessary rectification/restoration to the Flat or the Building (on behalf of the Allottee/s) and all such costs/charges and expenses incurred by the Promoter shall be reimbursed by the Allottee/s. If the Allottee/s

fail(s) to reimburse to the Promoter such costs/charges and expenses within 7 (seven) days of demand by the Promoter same would be deemed to be a charge on the Flat. The Allottee/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoter or which the Promoter may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the unit(s) or the Building(s) and (ii) for all costs and expenses incurred by the Promoter for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the said Flat or the Building(s).

34. It is expressly agreed between the Promoters and the Allottee/s that the name of the said Building shall always be known as “**Florida River Bank**” and this name shall not be changed without the prior written permission of the Promoters.

35. 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 or of the said Land and the said Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her/them and all rights of ownership in all common areas, open spaces, staircases, terrace or any similar facility/ies etc. will remain the property of the Promoters or the Confirming Party, as the case may be. The Allottee/s shall be entitled only to a limited use of common areas, open spaces, terrace, stair case and lift.

36. The Allottee/s shall permit the Promoters and/or their surveyors and/or agents with or without workmen and others at reasonable times to enter into and upon the said Flat and/or the said Building and/or every part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the said Building in respect whereof the Allottee/s of such other premises, as the case may be, shall have made default in paying his share of taxes, maintenance charges etc.

37. The Promoters shall have the right to enter into a contract with any third party/agency for the purpose of maintenance and upkeep of the said Land and the decision taken by the Promoters relating to the same shall be final and binding upon the Allottee/s and the Confirming Party. Upon the Promoters handing over of the affairs of the buildings to be constructed on the said Land to the Confirming Party, the Confirming Part shall undertake to maintain said Building and/or every part thereof.

38. Notwithstanding anything contrary to any of the clauses contained herein or in any other letter, no objection, permissions, deeds, documents and writings (whether executed now or in future by the Promoters) as also permission/no objections for mortgaging the said Flat or creating any charge or lien on the said Flat and notwithstanding the creation of mortgages/charges/lien of or on the said Flat, the Promoters shall have first and exclusive charge on the said Flat and all the right, title and interest of the Allottee/s under this Agreement for recovery of any amount due and payable by the Allottee/s to the Promoters under this Agreement or otherwise pertaining to the said Flat.

39. Notwithstanding anything contained herein, it is agreed between the Parties hereto:

(i) that the Promoters shall have irrevocable and unfettered right and be entitled, at any time hereafter, to mortgage, create charge and other encumbrances and in respect of the said Land and/or the said Building and all premises therein and also the buildings to be constructed hereafter and its right, title and interest therein.

(ii) that the Promoters shall have an irrevocable and unfettered right and be entitled, at any time hereafter to partition the said Land as the Promoters may deem fit and proper and the Allottee/s shall have no objection to the same.

(iii) that an intimation forwarded by the Promotersto the Allottee/s that a particular stage of construction is completed shall be sufficient proof that a particular stage of construction is completed.

(iv) that the Allottee/s shall only be permitted to use the said common areas on such terms and conditions as the Promoters and/or the Confirming Party may deem fit.

40. The Promoters shall solely at their discretion be entitled to terminate this Agreement on the happening of the following events (“**Events of Default**”):

- (i) If the Allottee/s delays or commits default in making payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise;
- (ii) If the Allottee/s commits breach of any of the terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of any of the sanctions, permissions, approvals, etc. pertaining to the said Land;
- (iii) If the Promoters are of the opinion and/or belief that any of the representation, declarations and/or warranties etc. made by the Allottee/s in the Booking form, Acceptance Letter, Allotment Letter, present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Allottee/s is untrue or false;
- (iv) If the Allottee/s has been declared and/or adjudged to be insolvent, bankrupt etc. and/or, in case of an incorporated body, ordered to be wound up;
- (v) If the Promoters are of the opinion that the Allottee/s is unable to pay its debts and/or makes, or has at any time made, a composition with the creditors;
- (vi) If the Allottee/s is, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months;
- (vii) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s;
- (viii) If any of the assets and/or properties of the Allottee/s is attached for any reason whatsoever under any law, rule, regulation, statute, etc;
- (ix) If the Promoters are of the opinion and/or belief that the Allottee/s is an undesirable element and/or is likely to cause nuisance and/or cause hindrances in the completion of the development of the said Land and/or anytime thereafter and/or it is apprehended that he is likely to default in making payment of the amounts mentioned in this Agreement;
- (x) Any execution or other similar process is issued and/or levied against the Allottee/s and/or any of his assets and properties;

(xi) If the Allottee/s has been declared and/or adjudged to be of unsound mind;

(xii) If the Allottee/s has received any notice from the Government of India (either Central, State or Local) or foreign Government for the Allottee/s's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him;

(xiii) If the Promoters are of the opinion and/or belief that any of the aforesaid event has been suppressed by the Allottee/s.

41. On happening or occurring of any of the Event of Default, the Promoters shall, without prejudice to all or any other rights that the Promoters may have against the Allottee/s either under this Agreement, or in law or otherwise, at their sole discretion shall be entitled to (i) terminate this Agreement by giving a written notice to the Allottee/s and (ii) refund without any interest all or such amounts as the Allottee/s shall have paid to the Promoters under this Agreement, provided that such refund shall be made by the Promoters to the Allottee/s only after the Promoters sell the said Flat to a third party and after receipt of the consideration thereof from such new purchaser. It is further expressly agreed between the Parties hereto that on termination of this Agreement in any circumstances and on any ground whatsoever, the Promoters and/or the Confirming Party shall not be responsible and liable to refund the Stamp duty, Registration cost, various taxes like Value Added Tax, Service Tax, Local Body Tax, etc. or any other costs and expenses paid by the Allottee/s under this Agreement.

42. Upon the Promoters terminating this Agreement, the Allottee/s shall cease to have any right, title, interest, claim demand etc. of any nature whatsoever against the said Flat or any part thereof and/or against the Promoters and the Promoters shall be entitled to deal with and dispose off the said Flat to any other person/s as it deems fit without any further act or consent of the Allottee/s.

43. Notwithstanding anything contained herein, in case of any delay or default in making payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise, the Promoters shall without prejudice to any other rights or remedies that it may have against the Allottee/s, including the right to terminate and put an end to this Agreement as mentioned

herein, be entitled to receive and recover from the Allottee/s and the Allottee/s shall pay to the Promoters interest on all outstanding payment at the rate of the State Bank Of India's highest Marginal Cost of Lending Rate plus 2 %, in case the State Bank Of India Marginal cost of Lending Rate is not in use it would be replaced by such bench mark lending rates which the State Bank of India may fix from time to time for lending, per annum from the due date till the date of actual payment. It has been also agreed that in case of every delay in the payment of any installments / amounts hereunder, the Allottee/s shall be liable to pay an additional charge of Rs. 1,000/- as administrative fee for every installment / amount delayed.

44. All the aforesaid rights and/or remedies of the Promoters are cumulative and without prejudice to one another.

45. The Allottee/s hereby agrees to indemnify and keep indemnified, saved, defended and harmless the Promoters against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoters from or due to any breach by the Allottee/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee/s in complying/performing his/her/their obligations under this Agreement.

46. The Allottee/s hereby agrees and confirms that he has visited and has physically seen the said Land together with the said Building and is not entering into this Agreement on the basis of any advertisement or brochure or oral or graphical representation concerning the said Land or the said Building or the said Flat.

47. All notices to be served on the Allottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his/her/their address hereinbefore mentioned.

48. For the purposes of this transaction, the details of the PAN of the Promoters and the Allottee/s are as follows:

(i)	M/s. One Earth	:	AADFO4063A
(ii)	Oxford Shelters Private Limited	:	AABCI2435D
(iii)	Allottee/s	:	_____

(ii) Pinni 1 Co-operative Housing
Society Limited : AACTP5278M

49. No delay, forbearance, indulgence, relaxation or inaction by the Promoters at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

50. The Allottee/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Flat including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be to the Allottee/s's account and the Promoters and/or the Confirming Party shall not be held responsible for the same in any manner and on any ground whatsoever.

51. The Allottee/s hereby declares that he/she/it has gone through this Agreement and all the documents related to the said Land and the said Flat and has expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied has entered into this Agreement and further agrees not to raise any objection in regard to the same.

52. The Parties hereto confirm that this document constitutes the full agreement between the Parties and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents entered into, executed and/or provided.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the said Land)

All that piece and parcel of land bearing Survey No. 9 to 14 Hissa No. 1/36 admeasuring 79 Ares situated at Village Mundhwa, Grampanchayat Keshavnagar, Taluka Pune City, District Pune and bounded as follows:

On or towards East : Internal Road
On or towards South : Proposed DP Road

On or towards West : Survey No. 9 to 14 Hissa No. 1/35
 On or towards North : Survey No. 9 to 14 Hissa No. 1/29

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

Premises being Flat No. _____ admeasuring _____ sq. mtrs i.e. _____ sq. ft. (Carpet Area) on the _____ floor (“**the said Flat**”) of the Building No. “_____” (“**the said Building**”) together with covered car parking space bearing no. _____ situated at _____ Basement and/or Stilt, being constructed by the Promoters on the said Land, styled as “**Florida River Bank**”.

THIRD SCHEDULE
(DESCRIPTION OF SPECIFICATION AND AMENITIES OF THE UNIT)

Common Amenities external

Flooring : Vitrified tiles flooring in common areas
 Lift : Schindler / equivalent High quality reputed company lifts
 Internal : Asian Tractor emulsion

Living Dining

Walls : POP punning with (Asian acrylic emulsionpaint)
 Floor : Vitrified tiles
 Windows/Glazing: Powder coated aluminum frames and glass as required.
 Electrical/Ac : Legrand Myrise / equivalent, wires Finolex / R R
 Reputed brand modular switches/fan and light points provided and provision point for split ac

Bedroom (both)

Walls : POP punning.
 Windows/Glazing: Powder coated aluminum frames and glass as required.
 Electrical/Ac : Legrand Myrise / equivalent Branded modular switches/fan and light points and provision point for split ac
 Flooring : Laminated wooden flooring

Kitchen

Floor	:	vittrified tiles
Ceiling	:	Asian acrylic emulsion paint
Electrical/Ac	:	Legrand Myrise / equivalent Branded modular switches/fan and light points provided

Balcony Terrace

Walls	:	Asian Apex External Paint
Floor	:	Vitrified Tiles
Doors	:	Powder coated aluminum frames and glass as required
Windows	:	Powder coated aluminum frames and glass as required

Dry Balcony

Walls	:	Asian Apex External Paint
Floor	:	Vitrified Tiles 2
Door	:	Wooden/aluminum frames and glass as required
Windows	:	Powder coated aluminum frames and glass as required

Bathroom (Both)

Floor	:	Anti – skid tiles Ceiling Asian Satin
Doors	:	Flush door
Electrical/Ac	:	Legrand Myrise / equivalent Branded modular switches. Light points to be provided
Others	:	Jaguar / equivalent Reputed brand of CP fittings.

FOURTH SCHEDULE.

(Description of common areas and facilities appurtenant to the said Flat)

A] COMMON AREAS AND FACILITIES:

1. The land described in the First Schedule above (subject to the right of exclusive use of covered/open car parks allotted or that will be allotted to various units).
2. The footings, RCC structures and main walls of the building.
3. Staircase column and lift (if any) in the building/s.
4. Common drainage, water and electrical lines.
5. Common ground water storage tanks and overhead water reservoirs and plumbing machinery, pumps etc.

B] LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

SIGNED AND DELIVERED

by the within-named

[1] M/S. ONE EARTH

through its partners

Mr. Adarsh Hegde

Mr. Rohan Seolekar

[2] OXFORD SHELTERS PRIVATE LIMITED

through its director

Mr. Anirudha U. Seolekar **and / or**

Mr. Ashok K. Kothari

THE PROMOTERS

SIGNED AND DELIVERED

by the within-named

THE ALLOTTEE/S

SIGNED AND DELIVERED

by the within-named

**PINNI 1 CO-OPERATIVE HOUSING
SOCIETY LIMITED**

through its Chairman/Secretary

Mr. Amrut K. Kothari

THE CONFIRMING PARTY

In the presence of :

1.

2.

RECEIVED of and from the withinnamed)
 Allottee/s, the sum of Rs. _____/-)
 (Rupees _____ Only)by)
 Cheque No. _____, dated _____)
 drawn on _____)
 Branch,&Rs. _____/- (Rupees) Rs. _____/-
 _____ Only)by Cheque No.) **We Say Received**
 _____, dated _____ drawn on)
 _____ Branch,towards)
 instalments mentioned in Clause 2 paid) **Promoters**
 by him/her/them to us, as mentioned
 hereinabove.

x 