

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at Pune on _____ day of _____ in the year ____.

BETWEEN

KIYAARA BUILDCON

A registered Partnership Firm
Registered under the Indian Partnership Act,
Having its registered Office at:
Survey No. 11, Rajesh Chambers,
Shilavihar Colony, Karve Road, Pune 411038
PAN:AAUFG5347A
Through its Authorized Partner
Mr. Roshan Ratilal Kunkulol
Age: 36 Years, Occupation: Business
PAN:APDPK8230N
Email Id: info@roshandevlopers.com
Mobile No. 9595686868

Hereinafter referred to as **“THE PROMOTER”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the firm, the survivors or survivor of them, the heirs, administrators and executors of such last survivor and his/her/their assigns) **OF THE FIRST PART;**

AND

1. Mr./Mrs./M/s

Age: _____ years, Occ: _____
PAN: _____ Aadhar: _____

2. Mr./Mrs./M/s

Age: _____ years, Occ: _____
PAN: _____ Aadhar: _____
Both R/at: _____

Hereinafter referred to as **"THE ALLOTTEE/S"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) **OF THE SECOND PART;**

AND

RADHA ANAND CO-OPERATIVE HOUSING SOCIETY LTD.

A Society registered under Maharashtra Co-operative Societies Act, 1960
Having registration No. PNA/PNA-1/HSG/5236/2000/2001
Through its Power of Attorney Holder
KIYAARA BUILDCON
A registered Partnership Firm
Through its Authorized Partner
Mr. Roshan Ratilal Kunkulol

Age: 36 Years, Occupation: Business

Hereinafter referred to as the **“CONSENTING PARTY/SAID SOCIETY”** (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns) **OF THE THIRD PART:**

WHEREAS the Consenting Party herein is the owner of all that piece and parcel of land bearing Plot No. H-2, admeasuring 1,104.95 Sq. Metres. from CTS No. 1237, Survey No. 15/1+2+3 situated at Patwardhan Baug, Village Erandavane, Taluka Pune City, District Pune, within the local limits of Pune Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli and hereinafter referred to as the **“said Land”** for the sake of brevity and convenience and the same is more particularly described in the Schedule I written hereunder;

AND WHEREAS Hon’ble Collector, Pune, with prior approval of Government of Maharashtra, granted the said Land to and in favour of Radha Anand Co-operative Housing Society Ltd. (then proposed Society) on tenure of Occupancy Class II vide Order dated 12/02/2001 bearing No. PML/1/CR/1448/2001;

AND WHEREAS subsequently to the grant of the said Land, Radha Anand Co-operative Housing Society Ltd. (said Society) was registered with the Deputy Registrar, Co-operative Societies, Pune City, Pune vide registration No. PNA/PNA/HSG/TC/5236/2000-2001 and the registration certificate to that effect was issued on 26/02/2001 and the name of the said Society was recorded as the Holder of the said Land on the Property Card of CTS No. 1237 vide Mutation Entry certified on 04/05/2001;

AND WHEREAS Said Society carried out construction on the Said Land as per the building plans sanctioned by Pune Municipal Corporation vide Commencement Certificate No. 005794 dated 14/06/2001 and Pune Municipal Corporation also issued Completion Certificate dated 29/07/2021 bearing No. OCC/0334/21 (Printed No. 3960);

AND WHEREAS by Development Agreement dated 06/08/2019 registered on 04/10/2019 in office of the Sub-Registrar, Haveli No. XXIII at Sr. No. 16725/2019 said Society along with all its members (except Mr. Sudhakar Kulkarni and Manasi Kulkarni) granted development rights in respect of the said Land to and in favour of M/s. Kiyaara Buildcon (Promoter herein) and by virtue of the same, the said Society and its members authorised the said Promoter to demolish the entire construction on the said Land and redevelop the same as per the terms and conditions mentioned in said Development Agreement and also granted a General Irrevocable Power of Attorney in favour of M/s Kiyaara Buildcon and the same has been registered in the office of the Sub-Registrar, Haveli No. XXIII at Sr. No. 16726/2019;

AND WHEREAS by Consent Deed dated 11/08/2019, registered on 03/10/2019 in the office of Sub-Registrar Haveli No. XXIII at Sr. No. 16754/2019, Mr. Sudhakar Kulkarni and Manasi Kulkarni have confirmed the Development Agreement and Power of Attorney by said Society and other members to and in favour of M/s Kiyaara Buildcon;

AND WHEREAS by Order dated 07/03/2022, bearing No. PML/Occupancy-1 Rupantaran/SR/19/22, Collector Pune is pleased to pass an Order changing the Occupancy of the Said Land from Class II to Class I;

AND WHEREAS in view of the above, the Consenting Party is the owner of the said Land and M/s. Kiyaara Buildcon i.e. the Promoter is fully entitled to demolish the construction on the said Land and develop the said Land as per terms and conditions of the Development Agreement as well as to enter into Agreements for Sale of Flats/Flats etc. with prospective purchasers thereof under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Maharashtra Ownership of Flats Act, 1963 or otherwise howsoever to exploit the commercial potentiality of the same and to receive and appropriate the sale proceeds thereof or benefit therefrom;

AND WHEREAS the Promoter has entered into a standard agreement with Ankur Associates who are registered with the Council of Architects and such an Agreement is as per the Agreement prescribed by the Council of Architects and the Promoter has appointed Bhilare and Associates for the preparation of the structural design and drawings of the said Building and the Promoter accepted the professional supervision of the said Architects and the said Structural Engineer till the completion of the project, provided however that the Promoter reserves the right to change the said Architect and Structural Engineers at any time before the completion of the Project and any such change will be disclosed accordingly;

AND WHEREAS Pune Municipal Corporation has sanctioned the building plans with respect to Said Land and has issued Commencement Certificate dated 29/03/2022 bearing No. CC/4080/21 which was duly revised on 13/10/2023 bearing No. CC/1648/23. Presently sanctioned building plans consist of Wing No. A consisting of Ground, Basement Floor and 7 Floors having 21 Residential Units and Wing No. B consisting of Ground, Basement Floors and 7 Floors having 20 Residential Units. The Allottee hereby give consent for revision in said sanctioned plan and Allottee will never take any objection for raise of floors in the said project.

AND WHEREAS the Promoter has applied to the Maharashtra Real Estate Regulatory Authority under the provisions of Section 3 of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder and obtained the Registration bearing No. P52100035043 dated 27/10/2023 of the said Project;

AND WHEREAS the Allottee/s herein has / have expressed his/her/their desire to purchase a Flat in the said Building named "Radha Anand" and for that, demanded details of the availability for sale on ownership basis, amenities to be provided therewith and sanctioned building plans and specifications, permissions, common amenities being paid and free amenities, maintenance policy, title deeds, title report prepared by advocate of the Promoter etc. to scrutinize the marketable title and accordingly, the Promoter herein has given the information and further supplied the copies of such & other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and rules made thereunder. At the request of Promoter Allottee/s has also carries out an independent search by appointing his/her/their own Advocate regarding the marketable title of the Owner and beneficial title and rights and authorities of the Promoter herein;

AND WHEREAS, as per the terms and conditions of the Development Agreement dated 06/08/2019, the Promoter herein has agreed to construct for Consenting Party and allot to its members certain flats and except those Flats to be allotted to members of Said Society,

Developer/Promoter is entitled to deal with and dispose of all the balance Units/ Flats which includes Said Flat;

AND WHEREAS as per the availability, the Allottee/s has applied to the Promoter for allotment of a Flat admeasuring _____sq. mtrs. Carpet area and balcony/attached terrace admeasuring _____ sq. mtrs. Carpet area, totally admeasuring _____ sq mtrs carpet bearing No. _____ on _____Floor in Wing _____alongwith one covered car parking of the said Building named and known as “Radha Anand” being constructed on the said Land and which Flat is more particularly described in the Schedule II written hereunder and the same is hereinafter referred to for the sake of brevity as **“the said Flat”**;

AND WHEREAS the Promoter shall allot one Puzzle car parking space to the Allottee at the time of handing over of possession of the said Flat.;

AND WHEREAS a copy of the Title Certificate issued by the Advocate of the Promoter, Property Card Extract, Index-II in respect of the Said Land showing the nature of the title of the Owner and beneficial title of the Promoter to the said Land and a copy of the Building plan sanctioned by the concerned Authority and copy of the Floor plan of the Flat to be purchased by the Allottee/s have been annexed hereto as Annexures to this Agreement;

AND WHEREAS the carpet area of the said Flat is _____ sq.mtrs. and under the said Act “the carpet area” means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, but includes the area covered by the internal partition walls of the Flat;

AND WHEREAS the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

1. CONSTRUCTION:-

The Promoter is proceeding with the construction work of the Building known as “Radha Anand Co-operative Housing Society Ltd.” in accordance with plans, designs and specifications approved by the concerned Authority from time to time on the said Land.

2. DETAILS OF THE FLAT and CONSIDERATION:

2.1 The Allottee/s hereby agrees to purchase from the Promoter and the Promoter herein agrees to construct and sell to the Allottee/s Flat admeasuring _____ sq. mtrs. Carpet area and balcony/attached terrace admeasuring _____ sq. mtrs.

Carpet area, totally admeasuring _____ sq mtrs carpet bearing No. _____ on _____Floor in Wing _____ alongwith one covered car parking of the said Building to be known as “Radha Anand” being constructed by the Promoter on the said Land, which Flat is more particularly described in the Schedule II written hereunder and as shown in the Floor plan annexed hereto,at or for the mutually agreed lump sum consideration of Rs _____/- (Rupees _____Only) inclusive of proportionate price of the common Amenities and Facilities.

2.2 In addition to the aforesaid consideration, the Allottee/s shall be liable to bear and pay all expenses of stamp duty and registration fees,GST,other similar taxes/levies/charges/fines/interest/duties, etc. which may be imposed/ charged by the Government or Local body/Authorityfrom time to time in connection with the construction of and carrying out the Project payable by the Promoter, which will have to be paid by the Allottee/s to the Promoter or concerned authority separately and other charges and outgoings towards common areas, facilities, etc. as mentioned herein.

2.3 The Allottee/s hereby agrees to pay to the Promoter the sale consideration in the manner mentioned hereunder :-

PAYMENT SCHEDULE

Serial Number	Activity	% of Completion to be given
1.	Advance/ Token amount	10% of Total Value of Flat
2.	At the time of execution of this Agreement	20% of Total Value of Flat
3.	On Completion of Plinth	15% of Total Value of Flat
4.	On Completion of RCC Slabs	24% of the Total Value of the said unit Project has 8 slabs so at each slab structure starting from 1 st slab to 8 th Slabs at each slab 3% payment should be given.
5.	On Completion of Internal Plaster	5% Total Value of Flat
6.	On Completion of External Plaster	5% of Total Value of Flat
7.	Elevation, terraces with Waterproofing, of the building or wing in which the said Dwelling unit is located..	5% of Total Value of Flat
8.	Tiles and Concealed Plumbing	6% of Total Value of Flat
9.	Electrification of entire flat, Doors and windows fittings and Sanitary Fittings	5% of Total Value of Flat
10.	At the time of Possession of the said flat.	5% of Total Value of Flat

2.4 The sum of Rs. _____/- (Rupees _____ only), towards consideration has been paid on or before execution of this Agreement as follows:

- a. Rs. _____/- (Rupees _____ only) paid vide cheque bearing No. _____ dated ____/____/2023 drawn on _____ Bank, _____ Branch.
- b. Rs. _____/- (Rupees _____ only) paid vide cheque bearing No. _____ dated ____/____/2023 drawn on _____ Bank, _____ Branch.

Developer admits and acknowledges to have received the said sum.

2.5 The total price/consideration is escalation free save and except escalation /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/imposed by the competent Authority /MSEDCL/Local Body/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for the increase in development charges, cost or levies imposed by the competent Authority/MSEDCL 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.

2.6 The Allottee/s agrees to pay to the Promoter interest as agreed herein on all the delayed payments which becomes due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter which is without prejudice to the right and remedies of the Promoter available in this Agreement and in law.

3. SPECIFICATIONS AND AMENITIES:

The Flat agreed to be purchased by the Allottee/s herein shall be provided with the specifications, which are set out in the Schedule III written hereunder. The nature, extent and description of common facilities and amenities of the Project to be provided by the Promoter on the said Land are set out in the Schedule III hereunder written.

4. PAYMENT OF CONSIDERATION:-

- 4.1** The Allottee/s shall make payment of the said agreed consideration amount to the Promoter in the name of “Kiyara Buildcon” according to the Schedule of Payments set out herein.
- 4.2** The Allottee/s herein shall pay the aforesaid consideration to the Promoter herein on due dates or within 7 (seven) days from the date of written intimation given by the Promoter calling upon the Allottee/s to make the payment of due instalment. Payment in time is the essence of the contract. If the Allottee/s fails to make the payment of instalments in time to the Promoter as mentioned herein, then without prejudice to the right of the Promoter to take action for breach arising out of the delay in the payment of the instalments on the due dates, the Allottee/s shall be bound and liable to pay interest @ 18% p.a on all

the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment.

- 4.3** Payment of any instalments if made in advance by the Purchaser shall be adjusted to the instalment and no interest shall be paid by the Promoter for such advance payments made by the Allottee/s or by housing finance companies/banks, etc.
- 4.4** Before taking the possession of the said Flat, the Allottee/s shall make payment of all due amount/charges/outgoings i.e. maintenances charges, GST, fine/interest for any delay/ outstanding payment to the Promoters/Government or Local Authority etc. as agreed hereunder, as Payment in time is the essence of this Agreement.
- 4.5** The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head (s) of dues including deposits against lawful outstanding including the interest on delayed payment, if any, in his/her/their name/s as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/ direct the Promoter to adjust his/her/their payment in any manner.

5. TDS DEDUCTION BY THE ALLOTTEE/S:-

Any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under the law for while making any payment to the Promoter/s under this Agreement shall be considered to have been paid by the Allottee/s and received by the Promoter/s and acknowledged/credited by the Promoter/s, only upon Allottee/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. Such certificate shall be given by the Allottee/s within 15 days of the execution of this Agreement to Sale. Non-compliance of the terms of this clause shall be treated as non-payment or default on the part of the Purchaser and Promoter/s at its discretion shall be entitled to exercise its rights accordingly including charging of interest as charged by Income Tax Dept., termination, etc. The Promoter/s, at its discretion and without prejudice to its other rights, shall be entitled to withhold delivery of possession of the Flat until Allottee/s complies the above. Without prejudice to its other rights and at its discretion/option, before handing over the possession of the Flat, if any such certificate is not produced, the Allottee/s shall, on demand made by the Promoter/s, pay equivalent amount as interest free deposit with the Promoter/s, which deposit shall be refunded by the Promoter/s on the Purchaser producing such certificate within 4 months of the possession. Provided further that in case the Allottee/s fails to produce such certificate within the stipulated period of the 4 months, the Promoter/s shall be entitled to appropriate the said Deposit against the receivable from the Allottee/s.

6. INTEREST:

Without prejudice to the rights of the Promoter and the Purchaser herein, whenever either of the Party hereto is liable to pay the interest to other party as mentioned herein, such interest shall be 18% per annum plus applicable GST or any other taxes.

7. DISCLOSURE OF TITLE :

The Promoter has made full and true disclosure of title of the Owner to the said Land and its beneficial title to the same as well as encumbrances, if any, to the knowledge of the Promoter. The Allottee/s hereby declare/s and confirm/s that before execution of this Agreement, the Promoter has made full and complete disclosure and the Allottee/s has/have taken full and free inspection/disclosure of, inter-alia, the following: -

- A.** Nature of the title of the Owner and beneficial title of the Promoter to the said Land along with the relevant Documents.
- B.** All the plans and specifications sanctioned by the concerned authority in respect of the said Building to be constructed upon the said Land along with the car parking spaces.
- C.** Nature and particulars of common Amenities and Facilities of the said Project and particulars of fixtures, fittings, and specification to be provided in the said Flat hereby agreed to be sold set out in the Schedule III.
- D.** The Allottee/s hereby declare/s that after reading, verifying and having understood the contents of all the disclosures made by the Promoter and after satisfaction of the same, the Allottee/s, with full knowledge thereof, has/have entered into this Agreement.

8. OBSERVATION OF CONDITIONS IMPOSED BY THE LOCAL/PLANNING AUTHORITY:

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Plans or thereafter and shall, before handing over formal possession of the said Flat to the Allottee/s, obtain from the concerned authority Occupancy/ Completion Certificates in respect of the said Flat.

9. TIME IS THE ESSENCE:

Time is the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said Project and handing over the said Flat to the Allottee/s and the common areas to the association/ultimate body of the allottees after receiving the Occupancy and Completion Certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payment of the instalments and other dues payable by him/her/them and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in the payment Schedule.

10. UTILISATION OF F.S.I/F.A.R/T.D.R

- 10.1** The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head (s) of dues including deposits against lawful outstanding including the interest on delayed payment, if any, in his/her/their name/s as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/ direct the Promoter to adjust his/her/their payment in any manner.
- 10.2** The Promoter/s shall be entitled to consume such F.A.R./F.S.I./T.D.R./Paid F.S.I. as may be available in respect of the said Land or any part thereof or consume F.A.R./ F.S.I./ T.D.R./Paid F.S.I. which may be procured by the Promoter/s by way of Transfer of Development Rights ("TDR") or additional FAR/F.S.I./Paid F.S.I. which may become available for carrying out construction on the said Land on account of any change in the Development Control Regulations in force from time to time or otherwise howsoever on the said Land at present or in future and for the purpose of consuming such balance and/or additional F.A.R./ F.S.I./ T.D.R./Paid F.S.I. to construct extensions and/or additional floors as the Promoter/s may think fit and proper. The Allottee/s/s of the Flat shall have no rights, claim, etc. for such additional F.A.R./F.S.I./T.D.R./Paid F.S.I. at any time.
- 10.3** After consuming such balance and/or additional F.A.R./F.S.I./T.D.R./Paid F.S.I., etc. by constructing extensions and/or additional floor/s containing Flats, the Promoter/s shall be entitled to sell such Flats for such permissible user as the Promoter/s may think fit and proper to any person or persons for such consideration as the Promoter/s may in its absolute discretion deem fit.
- 10.4** The Promoter/s shall also be entitled to consume additional F.A.R./F.S.I./T.D.R./Paid F.S.I. and/or balance available under Building Rules or by any special concession being granted by Pune Municipal Corporation or any other competent authorities including the F.A.R./F.S.I./T.D.R./Paid F.S.I. or any monetary compensation available in lieu of, set back, reservation, road widening by handing over Amenity Space, DP Road Internal Road to the concerned Competent Authority and/or area given to MSEDCL, etc. as the case may be. The Allottee/s of the Flat shall have no rights, claim, etc. for such additional F.A.R./F.S.I./T.D.R./Paid F.S.I. at any time.
- 10.5** The Allottee/s of the Flat agreed to be sold hereunder and all the other Allottee/s of Flats in the said Building shall not have any right, title, claim or interest in respect of the open spaces, and common areas of the said Project and/or the said Land until the Promoter/s declares that the said Project is completed and till then the rights of the Allottee/s/ is confined only to Flat hereby agreed to be sold.
- 10.6** Irrespective of the possession of the Flat being given to the Allottee/s and/or management of the said Building and /or of the said Project being given to an Ad-Hoc Committee of the Flats Purchasers, the rights under this Clause and/or under this Agreement reserved for the Promoter/s for exploiting the potentiality of the said Land shall subsist and shall continue to vest in the Promoter/s till the Documents of Transfer are executed as aforesaid and the Promoter/s shall be

entitled to execute the Document/s of Transfer reserving such rights in the said Land in favor of the Promoter/s as may be outstanding at the time of execution of the document/s of transfer.

10.7 The Flat Allottee/s hereby gives/give his/her/their irrevocable consent to the Promoter/s herein to carry out revisions, alterations, modifications in the sanctioned plan/s of the said Land and building/s as the Promoter/s in its sole discretion thinks fit and proper and/or such modifications and alterations which are necessary for Promoter/s or in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, competent authority or Government or any local authority. It is made clear that no other specific permission/ authority is required from the said Allottee/ for this purpose. The Allottee/s and/or the Society shall not raise any objection on any ground as the Promoter/s rights which are reserved herein and hereby give/s his/her/their irrevocable consent to the same.

10.8 As per Development control rules applicable to the Said Building, the Promoter/s herein has/have to pay / paid premium etc. for obtaining additional sanction/s and considering this aspects, the Promoter/s herein has also sole and exclusive right to sell or grant exclusive right to use such constructed area. The Promoter/s herein has also sole and exclusive right to lease, mortgage, etc. the Flat and since the Promoter/s is/are absolute owner and possessor, it has sole and exclusive right to enter into agreement/s with the Allottee / Purchaser, lessee, mortgagee, of the Flat etc. and to receive the sale price etc. in respect thereof (except the Units/ Flats to be allotted to the members of the Society).

11. POSSESSION OF FLAT :-

11.1 The Promoter shall handover the possession of the said Flat to the Allottee/s on or before 31/12/2027 subject to receipt of all the payments/dues, taxes thereon and other payable as agreed hereunder are paid by the Allottee/s in respect of the said Flat in terms of this Agreement.

Provided that the Promoter shall be entitled to reasonable extension of time for giving possession of the Flat on the aforesaid date, if the completion of Building in which the Flat is to be housed is delayed on account of:

- i.** War, Civil commotion or any Act of God ("Force Majeure").
- ii.** Any notice, order, rule, notification of Government and/or Municipal or the court or other public or competent authority which prevents/restricts the Promoter from carrying out with the work of development and construction on the said Land.
- iii.** Any extension of time for giving possession as may be permitted by the Regulatory Authority under the Act.
- iv.** Any delay due to any extra work/alteration/modification or any change in the agreed specification of the said Flat as requested by the Allottee.
- v.** Any delay on the part of the Pune Municipal Corporation or any other Public Body or Authority including the M.S.E.D.C.L, in issuing or granting necessary Certificates / NOC's / Permissions / Licenses / Connections of any service such as Electricity, Drainage and Water Connections and

Electric Meters to the said Flat/ Building under construction by the Promoter on the said Land.

- vi. Any Delay or default by the Allottee/s in making payments as per terms and conditions of this Agreement (without prejudice to the right of the Promoter to terminate this Agreement under the terms and conditions of this Agreement).
- vii. Any other reasons beyond the control of the Promoter.

11.2 Procedure for taking possession: - The Promoter, within 7 days from obtaining the Occupancy Certificate from the concerned Authority shall call upon the Allottee/s, by giving written intimation, to take the possession of the said Flat within Fifteen days from the date of such written intimation and in that behalf, comply with all necessary compliances including but not restricted to the payment of consideration and all dues/payable as agreed herein and legal formalities. On or before taking the possession, the Allottee/s shall inspect the said Flat in all respects to confirm that the same is in accordance with the terms and conditions of this Agreement. The Allottee shall take the possession of the said Flat within fifteen days of the notice/intimation from the Promoter to the Allottee/s intimating that the said Flat is ready for use and occupancy.

11.3 If the Allottee/s request the Promoter for the possession of the said Flat after the completion of construction of the same but prior to obtaining occupancy certificate/completion certificate, then in such event, the Promoter shall not be liable or responsible of any consequences of such prior permission and such date of possession shall be for all purpose and intent deemed to be the date of Possession of the said Flat to the Allottee/s and all outgoings and payable as agreed herein to be paid on possession shall become due.

11.4 Failure of Allottee/s to take the possession: - upon receiving a written intimation from the Promoter as per clause mentioned above, the Allottee/s shall make all the agreed payment herein on possession and take the possession of the said Flat from the Promoter by executing necessary indemnities, undertakings and such other documents as required and the Promoter shall give possession of the said Flat to the Allottee/s. In case, the Allottee/s fails /refuse or commits delay in taking possession of the said Flat within the said stipulated period, the same shall be considered as deemed handed over possession and such Allottee/s shall continue to liable for payment of maintenance charges, property tax, electricity charges and any other expenses/outgoings as applicable in respect of the said Flat on possession.

12. TERMINATION OF THE AGREEMENT:

12.1 The Allottee/s has/have been made aware of the fact that the Promoter/s has/have incurred and will incur the expenditure towards the implementation and completion of the said Project and relying upon, inter-alia, the assumption and assurance of all the allottees of Flats in the said Building that they will make their respective payments of all the instalments towards the agreed purchased price, the Promoter has undertaken various other liabilities/obligations towards the Purchase of Flats in the said Project and also towards the third parties.

Therefore, the cancellation/rescinding of this Agreement by the Allottee/s for any reason whatsoever, (except of non-fulfillment of any obligation of the Promoter/s) shall adversely affect the said Building being implemented by the Promoter as a whole. In the circumstances, it is agreed between the Parties hereto,

- 12.2** that in the event of this Agreement being cancelled /rescinded by the Allottee/s, the Promoter/s shall be entitled to retain, withhold and forfeiture amount of 10% of the total agreed consideration from and out of the amount so far then paid by the Flat purchaser to the Promoter/s and the Promoter/s shall refund balance, if any to the Flat Allottee/s the instalments of consideration or amount which the Flat Allottee/s have till then paid to the Promoter/s, without any interest.
- 12.3** For whatsoever reason if the Allottee/s herein, without any default or breach on the part of the Promoter, desires to termination this agreement/transaction in respect of the said Flat then, the Allottee/s herein shall issue a prior written notice to the Promoter as to the intention of the Allottee/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said Flat with prospective purchasers. After receipt of such intimation of termination from the Allottee, the Promoter shall issue a 15 (fifteen) days notice calling upon the Allottee to execute and register Deed of Cancellation and upon such execution and registration of Deed of Cancellation, the Purchaser/ Allottee shall be entitled to receive the refund of the amount mentioned above. Notwithstanding registration of Cancellation Deed, on receipt of Notice of Termination, Promoter shall be entitled to deal with and dispose of the said Flat to any third party without formal consent of Allottee/s and Allottee shall be entitled to refund amount only.
- 12.4** Without prejudiced to the right of the Promoter to charge interest on delayed payments as mentioned herein, on the Allottee/s committing default in payment on the due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of tax levied by the concerned Authority and other outgoings), the Promoter at its sole discretion, may terminate this Agreement:

Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by Registered Post Ad at the address provided by the Allottee/s and mentioned hereinabove and mail at the e-mail address provided by the Allottee/s, of its intention to terminate this Agreement and of the specific breach/s and terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee/s fails to rectify breach/s mentioned by the Promoters within the said notice period of 15 (fifteen) days then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid the Promoter shall refund to the Allottee/s 10% sum referred to in Clause No. 12.1 above, plus applicable GST or any other tax and/or any other expenses which may be payable to the Promoter) within a period of 60 (sixty) days of termination provided the Allottee/s executes and registers a formal

Cancellation Deed, only the installments of sale consideration of the said Flat which may till then have been paid by the Allottee/s to the Promoter and the Promoter shall be fully entitled to deal with the said Flat as the Promoter deems fit.

- 12.5** It is specifically agreed by and between the parties hereto that on the termination/cancellation of the transaction as contemplated herein above, all the instruments including this Agreement stands automatically cancelled.

12.6 REFUND:

Notwithstanding anything mentioned herein, on cancellation/termination of the transaction contemplated herein in any event, the obligation of the Promoter to refund the consideration amount so received from the Allottee/s shall be subject to the Allottee/s executing and registering, if required, a formal Cancellation Deed. Further, the Allottee/s shall not be entitled to claim or make any demand for refund of any other payment made by the Allottee/s pursuant to these presents such as GST, stamp duty, registration charges, interest on delayed payment to the intent that the Promoter shall have no liability/obligation towards the refund of the same as the obligation/liability of the Promoter to refund is restricted to the payment so received by the Promoter towards the said consideration of the said Flat as mentioned in clause (2.1). Further it is clarified and agreed by and between the Parties hereto that in the event the Allottee/s has/have availed any housing loan/finance from any Bank/financial institute, the Promoter shall refund the amount so refundable in terms of these presents to such Bank/financial Institute and on such refund, the Promoter shall stand discharged from its obligation of refund.

13. DEFECT LIABILITY:

- 13.1** It is agreed that the defect liability period shall be deemed to have commenced from the date of expiry period in written intimation issued by the Promoter/s to the Allottee/s to take the possession of the Said Flat or the Allottee/s took the possession of the Said Flat, whichever is earlier. If the Allottees brings to the notice of the Promoter any structural defect in the Flat or building in which the Flat are situate/housed or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own costs and in case it is not possible to rectify such defects, then the Allottee/s shall only be entitled to receive reasonable compensation from the Promoter for such defect.

Provided however, that the Allottee/s shall not carry out any alterations/modification/changes of the whatsoever nature in the said Flat or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in the civil structure, doors, windows, electrification, any of the fittings, pipes, water supply connections etc. or any erection or alteration in the bathroom, toilet, terrace and kitchen, which may result in seepage of the water. If any of such works are carried out without written consent of the Promoter, the Promoter shall not be liable/oblige to any defect liability.

- 13.2** The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of the Flat by the occupants, vagarious of nature, any reason attributed to the Purchaser/occupier of the said Flat, etc. Further, with regard to any defect in fittings, fixtures, equipments, and other instruments provided/installed by the Promoter in the said Flat/Project, as the case may be, such defects shall be covered by the manufacturing warranty provided by the Manufacturer to the Promoter as per the standard terms of such warranty and which warranties shall be passed on by the Promoter to the Allottee/s or the association of the purchasers, as the case may be subject to such standard terms of such warranty. Once the warranty is passed on by the Promoter, it shall be the responsibility of the Allottee/s /association of the purchasers, as the case may be, to renew the annual maintenance contract for the maintenance of such fittings, fixtures, equipments, etc. On failure of the Allottee/s or association of purchasers of Flats of the said Building, as the case may be, of such renewal of maintenance contract and/or attaining the required periodical maintenance of the fittings, equipments, etc., the obligation of the Promoter towards the same shall stand null and void.
- 13.3** That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the Flat/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

14. FORMATION OF ORGANISATION OF FLAT HOLDERS:

- 14.1** The nature of association of the Allottees of the building shall be Co-operative Housing Society under the provisions of the Maharashtra Co-operative Housing Societies Act, 1960 which is already formed under the name and style Radha Anand Co-operative Housing Society Ltd.
- 14.2** The building to be constructed on the Said Land shall comprise of Flats of the existing members of the Consenting Party and the prospective Purchasers also.
- 14.3** The Allottee (being a new purchaser) shall be admitted as the member of the Consenting Party.

15. MAINTENANCE CHARGES, TAXES, OUTGOINGS, ETC.:

- 15.1** Within 15 days after Notice in writing is given by the Promoter to the Allottee/s that the said Flat is ready for use and occupation, the Allottee/s agree/s and bind/s himself/herself/themselves to pay a proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the said Land and the said Building namely, local taxes, betterment charges or such other levies by the concerned local authority and /or government water charges, insurance, common lights, repairs and salaries of clerks, bill

collectors, chowkidar, sweepers, garbage management, sanitation, and all other expenses necessary and incidental to the management and maintenance of the said Land and the buildings constructed thereon. Until the said Building is transferred to Society, the Allottee shall pay to the Promoter such proportionate share of outgoing as may be determined. The Allottee/s further agrees that till the Allottee/s share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution of Rs. 3,000/- (Rs. Three Thousand Only) per month towards the outgoings together with applicable GST. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the Building/Project is executed in favor of the Society.

- 15.2** On possession of the said Flat, the Allottee/s shall pay a sum of Rs. 36,000/- (Rupees Thirty-Six Thousand only), together with the applicable GST or any other tax thereon, as and by way of advance towards the aforesaid pro-rata share of the Allottee/s for a period of 12 (twelve) months commencing from the time the Allottee/s is so called upon to take possession of the said Flat. Thereafter, the Allottee/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every year in advance and shall not withhold the same for any reasons whatsoever. It is agreed that non-payment or default in payment of outgoings on stipulated time by Allottee/s shall be construed as default on the part of the Allottee/s and shall entitle the Promoter to terminate this Agreement in accordance with the terms and conditions contained herein. It is hereby clarified that the said amounts are mere estimates made by the Promoter and if the proportionate contribution of the Allottee/s herein exceeds the amounts mentioned above, the Allottee/s shall be obliged to deposit the additional amounts with the Promoter on demand.
- 15.3** The Promoter shall not be liable to pay towards the maintenance deposit and/or routine maintenance in respect of the unsold Flats in the said Project till actual sale thereof. On sale of such Flats, the concerned purchaser of such unsold Flats would be obliged to pay the maintenance deposit and routine maintenance, as levied on the concerned Flat.
- 15.4** At the time of registration of Deed of Conveyance, the Allottee shall pay to the Promoter, the Allottee/s share of stamp duty and registration charges payable by the said Society on such Deed of Conveyance or any other document or instrument of transfer in respect of the said Building and the said Land.
- 15.5** The Allottee/s shall be liable to bear and pay GST or any other taxes as and when applicable to the said Flat at the rate prescribed by Law. In addition to the above, the Allottee/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge as are or as may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Flat by the Promoter to the Allottee/s before or after taking the possession of the said Flat as and when

such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Allottee/s shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Promoter, the Allottee/s shall be liable to reimburse the same together with interest accrued thereon to the Promoter and the Allottee/s hereby agree/s to indemnify and keep indemnified the Promoter from or against all loss or damage suffered or incurred by the Promoter as a result of non-payment by the Allottee/s of any such taxes, duties etc.

16. USE OF COMMON AMENITIES / AREAS, RESTRICTED AREA ETC :-

- 16.1** Promoter is providing common facilities and Amenities which shall be shared and used by holders of Flats of the said Project.
- 16.2** The terrace over the top of the said Building shall be of common use and occupation of all Flat holders. The Allotment of Parking is for systematic management and arrangement amongst all purchasers for the sake of its orderly use and avoidance of disputes.
- 16.3** The Promoter shall be entitled to grant lease or license of any portion of the said Land to any Government/Semi-Government or Local or Municipal Body or Authority or to the M.S.E.D.C.L or to any Private Party or Parties for setting up any installations for providing services such as electricity, telecommunication services, dish antennae etc. and the Allottee/s and/or the association of allottees of the said Project herein shall not be entitled to raise any objection to such grant of lease or license.

17. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: -

- 17.1** The Promoter has clear and marketable title with respect to the said Land as declared in the title report annexed to this Agreement and also has actual, physical and legal possession of the Project land for the implementation of the Project.
- 17.2** The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.
- 17.3** All approvals, licenses and permits issued by the competent Authorities with respect to the said Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land and said building /wing shall be obtained by following due process of law and the Promoter has been and shall, at all times to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas.
- 17.4** The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.

- 17.5 The Promoter has not entered into any agreement for sale and /or development agreement or any other agreement /arrangement with any person or party with respect to the project land, including the Project and (the said Flat/Plot) which will, in any manner, affect the rights of Allottee under this Agreement.
- 17.6 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee/s in the manner contemplated in this Agreement.
- 17.7 No notice from the Government or any other Local Body or Authority or any Legislative Enactment, Government Ordinance, Order, Notification (including any notice for acquisition or requisition of the said land) has been received or served upon the Promoter in respect of the said Land and/or the Project.

18. CONFIRMATION, COVENANTS OF THE ALLOTTEE/S:-

The Allottee/s for himself /themselves with intention to bring all persons into whosoever hands the Flat may come hereby covenants with the Promoter as follows:

- 18.1 To maintain the said Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Flat is taken and shall not do or suffer to be done anything in or to the building in which the said Flat is housed, staircase or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the building in which the said Flat is situate and the said Flat itself or any part thereof.
- 18.2 Not to store in the said Flat any goods which are hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy goods or furniture or packages to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Flat is situate including entrances of the said Building and in case any damage is caused to the said Building or the said Flat 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.
- 18.3 To carry out at his/her/their own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the said building or the said Flat itself which may be against the rules and regulations and bye laws of the concerned local authority or other public authority. In the event the Allottee/s committing any act in contravention of the above provision, the Allottee shall be responsible and

liable for the consequences thereof to the concerned local authority and/or other public authority.

- 18.4** Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereon, nor any alteration in the elevation and outside color scheme of the said Building in which the said Flat is situated and shall keep the portions, sewer, drains and pipes in the said Flat and the appurtenances thereto in good tenantable repair and conditions, and in particular, so as to support shelter and protect the other parts of the said Building in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Flat without the prior written permission of the Promoter and/or the Society.
- 18.5** Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and the said building or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- 18.6** 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 Land and the said Building.
- 18.7** Pay to the Promoter within (15) fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Building in which the said Flat is situated.
- 18.8** To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Flat by the Allottee/s for any purposes other than the permissible purpose.
- 18.9** To install the Cooling Flats/ Compressors of "Split Type" Air Conditioners appurtenant to the said Flat only at such places as shall be prescribed or earmarked therefore by the Promoter.
- 18.10** Not to lay/ install over the exterior of the said building or the Common Areas thereof such as staircases, landings and ducts thereof, any Electrical, Telecom Lines or Conduits except at such locations and places as may be prescribed therefor by the Promoter.
- 18.11** Not to install any Dish or other Antennae for reception of Radio, Telecom or Television Signals in such manner in the said Flat whereby such Dish or other Antennae Projects outside the said Flat or on any part of the exterior of the

said building or any of the Common Areas thereof, including on the terrace thereof except at such locations and places as shall be reserved for installation of such Dish and other Antennae by the Promoter.

- 18.12** Not to change grills on the Windows of the said Flat as provided by the Promoter.
- 18.13** Not to affix any name plates / sign boards /other signage at any place or location in the said Building save and except on the place earmarked and identified by the Promoter for that purpose.
- 18.14** Not to keep any pots / plants on the parapet of the balconies of the said Flat as this constitutes a hazard.
- 18.15** The Allottee/s shall not let, sub let, transfer, assign or part with the interest or benefit factor of this Agreement or part with the possession of the said Flat until all dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if the Allottee/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement OR until the Allottee/s has procured the prior written permission of the Promoter for any such assignment or transfer.
- 18.16** The Allottee/s shall not be entitled to enclose the said Car Parking Spaces or to utilize the same for any purpose other than for the parking of Motor Vehicles.
- 18.17** The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the Flats therein and for the observance and performance of the Building Rules and Regulations and Bye-Laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulated conditions laid down by the Society regarding the occupancy and use of the said Flat 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.
- 18.18** The Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times shall be entitled to enter into and upon the said Building or any part thereof to view and examine the state and condition thereof.
- 18.19** The Promoter will apply for separate water connection and electricity meter to the concerned authorities/departments for buildings of the said project as per the norms. The Promoter may at its discretion make temporary arrangement and provide water supply through water tankers/alternate method, etc. and

electricity connection/supply through temporary arrangement but in such case if there is improper/inconsistent supply the Promoter shall not be held responsible for the same. Also the Allottee/s agrees and hereby gives consent to such temporary interim arrangement and undertake to pay proportionate charges and taxes (if any) as demanded by the Promoters for such alternate/temporary arrangement.

18.20 Till the separate electricity meter or water meter is installed/allotted by the concerned authority/department, the Allottee/s agrees and undertakes to bear and pay punctually proportionate (in proportion to the carpet area) amount and charges of the common electricity and water supply and the maintenances of the same.

18.21 The Allottee/s shall not raise any dispute/claim on the basis of the sample Flat of the said Project as the Allottee/s is well informed of the fact that the sample flat is the projected Flat and whereas the said Flat will be provided with the specification, fittings, fixtures, etc as mentioned in this Agreement.

18.22 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 and 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 the Allottee/s and all open spaces, parking spaces, lobbies, staircases, terrace, recreation spaces will remain the property of the Promoter until the said Building is transferred to the said Society.

18.23 Before the registration of this Agreement with the concerned Sub-Registrar of Assurances Haveli, Pune, it is the responsibility of the Allottee/s to ensure that all the contents of this Agreement i.e. Name, Address, PAN., Flat No., Area Details thereof etc. are correctly entered in the "Public Data Entry/ Input Form". If, as a result of any mistake on the part of the Allottee/s in feeding the data in the said Input Form, data entry, there is any mistake or error in the Index II Extract issued by the concerned Sub-Registrar, the Allottee/s alone shall be obliged to have such mistake/ error corrected at the cost of the Allottee /s.

18.24 The Allottee/s shall use the Flat or any part thereof or permit the same to be used only for purpose it is agreed to be sold.

18.25 The promoter shall be entitled to amalgamate land with the adjoining property/ land /plots as the case maybe and as deem fit in the matter and the purchaser/s herein shall have no objection of whatsoever nature for the same. Further the promoter shall have every right to and entitled to use the space portion of the buildings and or the structures as they deem fit for the purpose of their advertisements or putting hoarding neon sign/signs and the flat/ tenement purchase shall not have any kind of objection for the same.

19. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement along with the payments due as stipulated in the plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned sub-Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver this Agreement within 30 (thirty) days from the date of receipt by the Allottee/s and /or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

20. PROVISION OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEE:

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

21. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREEVER REFERRED TO IN AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee/s in the Project, the same shall be the proportion to the carpet area of the said Flat to the total carpet area of all the Flats in the Project

22. ENTIRE AGREEMENT AND ITS VALIDITY:

- 22.1** This Agreement, along with its schedules and annexures, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all or any understanding, any other agreement, allotment letter, correspondences, arrangement either written or oral.
- 22.2** If any provision in this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable law, such provisions of this Agreement shall be deemed amended or deleted in so far as reasonably in consistence with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 22.3** Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed a waiver of any

provision or of the right thereafter to enforce each and every provision of this Agreement.

22.4 No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by both Parties to this Agreement.

23. FURTHER ASSURANCES:

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

24. NOTICES:

All notices to be served on the Allottee and the Promoter as contemplated herein by this Agreement shall be deemed to have been served if sent to the Allottee/s or the Promoter by Registered post A.D or notified Email ID at their respect addresses specified below:

Name of the Allottee: -----
Address:
Notified Email ID-----

Name of the Promoter Kiyaara Buildcon
Address: - C/o Roshan Developers
Survey No. 11, Office No. 1 Rajesh Chambers,
Shilavihar Colony, Karve Road, Pune 411038
Notified Email ID: info@roshandevlopers.com

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

25. JOINT ALLOTTEE:

In case there are joint Allottees all communication shall be sent by the Promoter to the Allottee whose name appears first and at the addresses given by him/her which shall for all intents and purposes to consider as property served on all the Allottees.

26. STAMP DUTY AND REGISTRATION:

26.1 The cost by way of stamp duty and registration charges in respect of this Agreement shall be borne by the Allottee/s however, each Party shall bear and pay independently all other costs incurred by them including their respective legal fees.

26.2 The Allottee/s shall present this Agreement as well as any other deeds, documents etc. which are to be executed by the parties hereto in pursuance of these presents, at the proper registration for registration within the time limit prescribed under the registration act and the Promoter after receiving written intimation with copy of the Registration receipt will attend such and admit execution thereof.

27. INVESTMENT:

The Allottee/s has informed the Promoter that the Allottee is an Investor and hence the Allottee/s reserves his/her/its/their right to claim Stamp Duty set off/ adjustment of Stamp Duty paid by the Allottee/s on these presents in terms of Article 5 (g-a) (ii) of Schedule I to the Maharashtra Stamp Act, 1958 in the event the Allottee/s assigns the benefit of this Agreement and his/her/their/its interest in the said Flat to a subsequent Purchaser.

28. GOVERNING LAW:

- 28.1 The rights and obligations of the parties under or arising of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Pune will have the jurisdiction for this Agreement.
- 28.2 The terms and conditions of this Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules made there under.

29. ANNEXURES:-

ANNEXURE ‘A’	Copy of Registration Certificate of the Project
ANNEXURE ‘B’	Title Certificate
ANNEXURE ‘C1’	Commencement Certificate
ANNEXURE ‘C2’	Copy of approved plan of Layout
ANNEXURE ‘D’	Copy of Floor Plan of the Flat
ANNEXURE‘E’	Property Card Extract

SCHEDULE I
(Description of Said Land)

All that piece and parcel of land bearing Plot No. H-2, admeasuring 1,104.95 Sq. Mtrs. from CTS No. 1237, Survey No. 15/1+2+3 situated at Patwardhan Baug, Village Erandavane, Taluka Pune City, District Pune, within the local limits of Pune Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli bounded as follows:

On or towards:

- East : By Road
South : By Sharayu Society
West : By Road
North : By Gomati Society

SCHEDULE II
(Description of Flat)

Flat of following description to be constructed on Said Land

Building Name	Radha Anand Co-operative Housing Society Ltd
Wing	
Flat No.	
Floor No.	
Area of Flat	
Balcony/ attached terrace	
Car Parking	One Covered Car Parking

SCHEDULE III

(Specifications of the Flat and Amenities and Facilities in Building)

1. RCC framed structure with seismic resistant design.
2. Internal walls with 6” and external walls with 6” thick brick
3. Vitrified tile flooring in all rooms with skiting
4. Kitchen platform in granite and glazed tiles dado with stainless steel sink
5. Glazed tiles dado in toilet with antiskid flooring and with good quality fittings
6. Powder coated aluminium windows with MS Safety grill and marble windowsill
7. Attractive main door, Flush door with RCC /ply door frames to all rooms.
8. Aluminium sliding door to living terrace
9. Provision for exhaust fan in kitchen and toilets
10. External surface finished with cement paint and internal surface finished with oil bond distemper.
11. Concealed wiring and plumbing
12. TV, Telephone and cable points in living and master bedroom Amenities, Impressive entrance lobby.
13. Fire fighting system
14. Standard make lift per building power backup to lifts and common areas
15. Concrete/paved internal pathways
16. Solar water panels for common bathrooms.
17. Rainwater harvesting for plant.
18. Aesthetically designed and well lit compound wall and front compound wall facade.
19. Underground water tank and a separate overhead water tank with Sufficient water capacity and auto level controllers.
20. Individual letter box with brass name plates.
21. Internal intercom system for all residences video door phone for each flats.
22. CCTV cameras for common areas

IN WITNESS WHEREOF PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

_____ PHOTO	_____ SIGNATURE	_____ LHTI
KIYAARA BUILDCON, Through its Authorized Partner, Mr. Roshan Ratilal Kunkulol. (Promoter)		

_____ PHOTO	_____ SIGNATURE	_____ LHTI
RADHA ANAND CO-OPERATIVE HOUSING SOCIETY LTD. Through its Power of Attorney Holder Mr. Roshan Ratilal Kunkulol. Consenting Party		

_____ PHOTO	_____ SIGNATURE	_____ LHTI
_____, Allottee		

_____ PHOTO	_____ SIGNATURE	_____ LHTI
_____, Allottee		

Witnesses:

1.Signature: _____	2.Signature: _____
Name : _____	Name : _____
_____	_____
R/at : _____	R/at : _____
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