



|| SHRI GANESH PRASANNA ||

## ARTICLE OF AGREEMENT

THIS ARTICLE OF AGREEMENT OF IMMOVABLE PROPERTY MADE AND EXECUTED AT PIMPRI-CHINCHWAD, PUNE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ IN THE YEAR \_\_\_\_\_.

### BETWEEN

#### M/S. VISION DEVELOPERS

A Partnership Firm,  
Registered under The Indian Partnership Act, 1932  
having its Reg. office at :- Gat No. 510 to 514,  
Chikhali-Moshi Link Road, Opp. Spine Road,  
Jadhavwadi, Chikhali, Pune – 412114.  
PAN NO. – \_\_\_\_\_  
*Through its Partner's*

#### 1) SHRI. NITESHKUMAR SURESHBHAI PATEL

Age: - 31 years, Occupation:- Business  
Communication Address:- Gat No. 510 to 514,  
Chikhali-Moshi Link Road, Opp. Spine Road,  
Jadhavwadi, Chikhali, Pune – 412114.  
PAN NO. – \_\_\_\_\_

### AND/OR

#### 2) MR. VIPULKUMAR CHIMANLAL BHAVANI.

Age – 30 years, OCC- Business  
Communication Address:- Gat No. 510 to 514,  
Chikhali-Moshi Link Road, Opp. Spine Road,  
Jadhavwadi, Chikhali, Pune – 412114.  
PAN NO. – \_\_\_\_\_

### AND/OR

#### 3) MR. HITESHKUMAR LADHABHAI PATEL.

Age – 33 years, OCC- Business  
Communication Address:- Gat No. 510 to 514,  
Chikhali-Moshi Link Road, Opp. Spine Road,  
Jadhavwadi, Chikhali, Pune – 412114.  
PAN NO. – \_\_\_\_\_

### AND/OR

#### 4) MR. KINJALKUMAR NANDLAL PATEL.

Age – 25 years, OCC- Business  
Communication Address:- Gat No. 510 to 514,  
Chikhali-Moshi Link Road, Opp. Spine Road,  
Jadhavwadi, Chikhali, Pune – 412114.  
PAN NO. – \_\_\_\_\_

Hereinafter referred to as the “**THE PROMOTERS/DEVELOPERS & BUILDERS**”. (Which expression shall unless it be repugnant to the context or meaning thereof mean and include the said A.O.P. and the members of the said AOP, their executors and assignees)

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



AND

1) MR./MRS \_\_\_\_\_  
AGE: - \_\_\_\_\_ YEARS, OCCUPATION:- \_\_\_\_\_  
RESIDING AT: - \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PAN. NO. \_\_\_\_\_

2) MR./MRS \_\_\_\_\_  
AGE: - \_\_\_\_\_ YEARS, OCCUPATION:- \_\_\_\_\_  
RESIDING AT: - \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PAN. NO. \_\_\_\_\_

Hereinafter referred to as the “PURCHASER”, Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Purchaser/s, his/ her/ their/ its successors and permitted assignees alone so far as the obligations on the part of the Promoters and Developers / Builders concerned.

.....PARTY OF THE SECOND PART.

AND

1) SHRI. SOPAN SHANKAR JADHAV.

Age :- 73 years, Occupation :- Agri. & Business  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune  
Pan No. :- AVNPJ6937B.

2) SOU. TANHUBAI SOPAN JADHAV.

Age :- 71 years, Occupation :- Housewife  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune  
Adhar Card No. :- 8398 9506 4519.

3) SHRI. VASANT SOPAN JADHAV.

Age :- 53 years, Occupation :- Agri. & Business  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune  
Pan No. :- AJCPJ0662Q.  
( For Himself and Father and Natural  
Guardian of No. 5 & 6 )

4) SOU. ASHA VASANT JADHAV.

Age :- 48 years, Occupation :- Housewife  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune  
Pan No. :- ARWPJ6034C.

5) KUM. PRIYA VASANT JADHAV.

Age :- 20 years, Occupation :- Student  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune

6) KUM. PALLAVI VASANT JADHAV.



Age :- 18 years, Occupation :- Student  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune

**7) SHRI. ARJUN SOPAN JADHAV.**

Age :- 43 years, Occupation :- Agri. & Business  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune  
Pan No. :- AIWPJ3927B.  
( For Himself and Father and Natural  
Guardian of No. 9 & 10 )

**8) SOU. SUREKHA ARJUN JADHAV.**

Age :- 41 years, Occupation :- Housewife  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune  
Pan No. :- ASCPJ9392C.

**9) KUM. MAYUR ARJUN JADHAV.**

Age :- 18 years, Occupation :- Student  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune

**10) KUM. MAHIMA ARJUN JADHAV.**

Age :- 15 years, Occupation :- Student  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune

**11) SHRI. BALASAHEB ALIES BALU SOPAN JADHAV.**

Age :- 41 years, Occupation :- Agri. & Business  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune  
Pan No. :- AAWPJ7212R.  
( For Himself and Father and Natural  
Guardian of No. 13 )

**12) SOU. SWATI BALASAHEB ALIES BALU JADHAV.**

Age :- 39 years, Occupation :- Housewife  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune  
Pan No. :- ARWPJ5999C.

**13) KUM. SOURABH BALASAHEB ALIES BALU JADHAV.**

Age :- 18 years, Occupation :- Student.  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune

**14) SOU. SUNITA ASHOK BURDE.**

Age :- 48 years, Occupation :- Housewife  
R/at :- Charholi Budruk,  
Taluka Haveli, District Pune  
Election Card No. :- HMW3929593.

**15) SHRI. MADHUKAR SHANKAR JADHAV.**

Age :- 63 years, Occupation :- Agri. & Business  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune  
Pan No. :- AAUPJ8668H.



**16) SOU. MANDAKINI MADHUKAR JADHAV.**

Age :- 58 years, Occupation :- Housewife  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune  
Pan No. :- ASCPJ9439N.

**17) SHRI. SHASHIKIRAN MADHUKAR JADHAV.**

Age :- 36 years, Occupation :- Service  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune  
Election Card No. :- HMW1407071.  
( For Himself and Father and Natural  
Guardian of No. 19 & 20 )

**18) SOU. ANITA SHASHIKIRAN JADHAV.**

Age :- 33 years, Occupation :- Housewife  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune  
Pan No. :- ALNPJ7846B.

**19) KUM. SIDHI SHASHIKIRAN JADHAV.**

Age :- 9 years, Occupation :- Nursery  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune

**20) KUM. SHRUSTI SHASHIKIRAN JADHAV.**

Age :- 9 years, Occupation :- Nursery  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune

**21) SOU. YOGINI BALKRISHNA BHUJBAL.**

Age :- 33 years, Occupation :- Housewife  
R/at :- Wakad, Taluka Mulshi,  
District Pune  
Pan No. :- BIMPB3428G.

**22) SOU. MEGHA ANNA GARUD.**

Age :- 31 years, Occupation :- Housewife  
R/at :- Lohgaon, Tal. Haveli  
District Pune  
Adhar Card No. :- 9282 2227 5814.

**23) SOU. DHANASHRI GAJENDRA BADHE.**

Age :- 29 years, Occupation :- Housewife  
R/at :- Dattanagar, Chinchwad, Tal. Haveli  
District Pune  
Pan No. :- BQFPB2582N

**24) SHRI. ASHOK SHANKAR JADHAV.**

Age :- 55 years, Occupation :- Service  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune  
Pan No. :- AFSPJ6046C.

**25) SOU. SHOBHA ASHOK JADHAV.**

Age :- 50 years, Occupation :- Houswife  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune  
Pan No. :- ASTPJ0095P.



**26) SHRI. CHETAN ASHOK JADHAV.**

Age :- 23 years, Occupation :- Business  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune  
Pan No. :- AQQPJ5638R.

**27) KUM. SHWETA ASHOK JADHAV.**

Age :- 27 years, Occupation :- Student  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune  
Pan No. :- ALNPJ7829C.

**28) KUM. SHARDHA ASHOK JADHAV.**

Age :- 26 years, Occupation :- Student  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune  
Pan No. :- ALNPJ7840H.

**29) SOU. ANJANABAI TARAMAN BHUJBAL.**

Age :- 61 years, Occupation :- Housewife  
R/at :- Wakad, Taluka Mulshi,  
District Pune  
Pan No. :- BNJPB5407P.

**30) SHRI. DALIP TARAMAN BHUJBAL.**

Age :- 45 years, Occupation :- Agri. & Business  
R/at :- Wakad, Taluka Mulshi,  
District Pune  
Pan No. :- AINPB8617K.

**31) SHRI. BALKRISHANA TARAMAN BHUJBAL.**

Age :- 39 years, Occupation :- Agri. & Business  
R/at :- Wakad, Taluka Mulshi,  
District Pune  
Pan No. :- AILPB3588P.

**32) SOU. BABUBAI KISAN JAMBHULKAR.**

Age :- 71 years, Occupation :- Housewife  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune  
Pan No. :- AOBPJ8467K.

**33) SHRI. KISAN VITHOBA JAMBHULKAR.**

Age :- 73 years, Occupation :- Agri. & Business  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune  
Pan No. :- AAMPJ5841N.

**34) SHRI. MARUTI KISAN JAMBHULKAR.**

Age :- 53 years, Occupation :- Service  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune  
Pan No. :- AAOPJ2258F.

**35) SOU. ROHINI MARUTI JAMBHULKAR.**

Age :- 43 years, Occupation :- Housewife  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune



Pan No. :- ATNPJ7978G.

**36) SHRI. RAVINDRA MARUTI JAMBHULKAR.**

Age :- 29 years, Occupation :- Business

R/at :- Jadhavwadi, Chikhali,

Taluka Haveli, District Pune

Pan No. :- ANVPJ4072D.

( For Himself and Father and Natural  
Guardian of No. 38 )

**37) SOU. SONAL RAVINDRA JAMBHULKAR.**

Age :- 27 years, Occupation :- Housewife

R/at :- Jadhavwadi, Chikhali,

Taluka Haveli, District Pune

Pan No. :- AQAPJ2567M.

**38) KUM. SANGRAM RAVINDRA JAMBHULKAR.**

Age :- 7 years, Occupation :- Nursery

R/at :- Jadhavwadi, Chikhali,

Taluka Haveli, District Pune

**39) SHRI. KIRAN MARUTI JAMBHULKAR.**

Age :- 27 years, Occupation :- Student

R/at :- Jadhavwadi, Chikhali,

Taluka Haveli, District Pune

Pan No. :- ANKPJ5080C.

**40) SOU. VARSHA KIRAN JAMBHULKAR.**

Age :- 25 years, Occupation :- Housewife

R/at :- Jadhavwadi, Chikhali,

Taluka Haveli, District Pune

Pan No. :- APZPJ9891A.

**41) SHRI. DNYANESHWAR ALIES DNYANOBA KISAN JAMBHULKAR.**

Age :- 49 years, Occupation :- Agri. & Business

R/at :- Jadhavwadi, Chikhali,

Taluka Haveli, District Pune

Pan No. :- ANVPJ4022D.

( For Himself and Father and Natural  
Guardian of No. 44 )

**42) SOU. SANGITA DNYANESHWAR ALIES DNYANOBA JAMBHULKAR.**

Age :- 43 years, Occupation :- Housewife

R/at :- Jadhavwadi, Chikhali,

Taluka Haveli, District Pune

Election Card No. :- HMW1397439.

**43) SHRI. SANTOSH DNYANESHWAR ALIES DNYANOBA JAMBHULKAR.**

Age :- 22 years, Occupation :- Student

R/at :- Jadhavwadi, Chikhali,

Taluka Haveli, District Pune

Pan No. :- AOAPJ7705H.

**44) KUM. SONALI DNYANESHWAR ALIES DNYANOBA JAMBHULKAR.**

Age :- 17 years, Occupation :- Student

R/at :- Jadhavwadi, Chikhali,

Taluka Haveli, District Pune

**45) SOU. RUKMINI KERUBHAU SATAV.**



Age :- 52 years, Occupation :- Housewife  
R/at :- Jadhavwadi, Chikhali,  
Taluka Haveli, District Pune

**46) SOU. BHIMABAI ASHOK TAJANE.**

Age :- 48 years, Occupation :- Housewife  
R/at :- Tajane Mala, Charholi  
Taluka Haveli, District Pune

*Through their Developers & Power of Attorney Holder*

**M/S. VISION DEVELOPERS**

A Partnership Firm,  
Registered under The Indian Partnership Act, 1932  
having its Reg. office at :- Gat No. 510 to 514,  
Chikhali-Moshi Link Road, Opp. Spine Road,  
Jadhavwadi, Chikhali, Pune – 412114.  
PAN NO. – \_\_\_\_\_

*Through its Partner's*

**1) SHRI. NITESHKUMAR SURESHBHAI PATEL**

Age: - 31 years, Occupation:- Business  
Communication Address:- Gat No. 510 to 514,  
Chikhali-Moshi Link Road, Opp. Spine Road,  
Jadhavwadi, Chikhali, Pune – 412114.  
PAN NO. – \_\_\_\_\_

**AND/OR**

**2) MR. VIPULKUMAR CHIMANLAL BHAVANI.**

Age – 30 years, OCC- Business  
Communication Address:- Gat No. 510 to 514,  
Chikhali-Moshi Link Road, Opp. Spine Road,  
Jadhavwadi, Chikhali, Pune – 412114.  
PAN NO. – \_\_\_\_\_

**AND/OR**

**3) MR. HITESHKUMAR LADHABHAI PATEL.**

Age – 33 years, OCC- Business  
Communication Address:- Gat No. 510 to 514,  
Chikhali-Moshi Link Road, Opp. Spine Road,  
Jadhavwadi, Chikhali, Pune – 412114.  
PAN NO. – \_\_\_\_\_

**AND/OR**

**4) MR. KINJALKUMAR NANDLAL PATEL.**

Age – 25 years, OCC- Business  
Communication Address:- Gat No. 510 to 514,  
Chikhali-Moshi Link Road, Opp. Spine Road,  
Jadhavwadi, Chikhali, Pune – 412114.  
PAN NO. – \_\_\_\_\_

Hereinafter referred to as “**THE OWNER & CONSENTING PARTY**” (which expression unless repugnant to the context or meaning thereof shall mean and include their respective heirs, executors, administrators and assigns)

.....**PARTY OF THE THIRD PART.**





WHEREAS all that piece and parcel of properties bearing.....

**A)** All that piece and parcel of the Property bearing Gat No. 510 having total admeasuring area of 00 H. 09 Ares out of area admeasuring 00 H. 04 Ares which is assessed at Rs. 0.19 Paise situated at Village Chikhali Taluka Haveli, District Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the Jurisdiction of Sub-Registrar Haveli, Dist. Pune and which is more particularly described in the schedule "A" written hereunder.

**B)** All that piece and parcel of the Property bearing Gat No. 511 having total admeasuring area of 00 H. 17 Ares out of area admeasuring 00 H. 9.68 Ares which is assessed at Rs. 0.53 Paise situated at Village Chikhali Taluka Haveli, District Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the Jurisdiction of Sub-Registrar Haveli, Dist. Pune and which is more particularly described in the schedule "B" written hereunder.

**C)** All that piece and parcel of the Property bearing Gat No. 512 having admeasuring area of 00 H. 59 Ares Plus Potkharaba admeasuring area of 00 H. 1 Ares having total admeasuring area of 00 H. 60 Ares out of area admeasuring 00 H. 53.37 Ares which is assessed at Rs. 1.94 Paise situated at Village Chikhali Taluka Haveli, District Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the Jurisdiction of Sub-Registrar Haveli, Dist. Pune and which is more particularly described in the schedule "C-I & C-II" written hereunder.

*"Hereinafter referred to as the.....said Properties"*

AND WHEREAS the Property bearing Gat No. 510 having admeasuring area of 00 H. 9 Ares which is assessed at Rs. 0.19 Paise situated at Village Chikhali Taluka Haveli, District Pune was originally owned and possessed by 1) Shri. Pandurang Mahadu Jadhav, 2) Shri. Kondiba Mahadu Jadhav, 3) Shri. Raghunath Kondiba Jadhav, 4) Shri. Damu Vithu Jadhav, 5) Shri. Genuji Alias Gena Ramji Jadhav, 6) Shri. Narayan Mahadu Jadhav, 7) Shri. Shankar Sadhu Jadhav & 8) Shri. Ananta Sadhu Jadhav and their names were recorded as Owners since 1970 and same is recorded vide Mutation Entry No. 1.

AND WHEREAS Shri. Shankar Sadhu Jadhav expired on 03/02/1989 leaving behind his legal heirs i.e. three sons Shri. Sopan Shankar Jadhav, Shri. Madhukar Shankar Jadhav, Shri. Ashok Shankar Jadhav, his wife Smt. Salubai Shankar Jadhav and daughter Sou. Anjana Taraman Bhujbal and their name were mutated vide Mutation Entry No. 1968 in 7/12 extract as Owners of the said property.

AND WHEREAS Shri. Pandurang Mahadu Jadhav executed a registered Will dated 13/06/1979 which was duly registered with the Sub Registrar, Haveli No. 1 at their Sr. No. 1777/1979. And as per the Will after the death of Shri. Pandurang Mahadu Jadhav his daughter namely Sou. Babubai Kisan Jambhulkar became the Owner of the Property bearing Gat No. 510 situated at Village Chikhali Taluka Haveli, District Pune and other Properties. And the same is mutated in the Revenue Record Vide Mutation Entry No. 3586.

AND WHEREAS Smt. Salubai Shankar Jadhav expired on 21/08/2005 leaving behind her legal heirs i.e. three sons Shri. Sopan Shankar Jadhav, Shri. Madhukar Shankar Jadhav, Shri. Ashok Shankar Jadhav, and daughter Sou. Anjana Taraman Bhujbal. That her legal heirs were already recorded in the 7/12 extract and hence the name of Smt. Salubai Shankar Jadhav was deleted from the Revenue Records vide Mutation Entry No. 21724.

AND WHEREAS Sou. Anjana Taraman Bhujbal executed a registered Release Deed in favour of her brothers i.e. Shri. Sopan Shankar Jadhav, Shri.





Madhukar Shankar Jadhav, Shri. Ashok Shankar Jadhav. That the said Release Deed was duly registered with the Sub Registrar, Haveli No. 25 at their Sr. No. 1357/2013 on 28/10/2013. And the same is mutated in the Revenue Record Vide Mutation Entry No. 25125.

AND WHEREAS the Property bearing Gat No. 511 having total admeasuring area of 00 H. 17 Ares out of area admeasuring 00 H. 9.68 Ares which is assessed at Rs. 0.53 Paise situated at Village Chikhali Taluka Haveli, District Pune was originally owned and possessed by Shri. Shankar Sadhu Jadhav and his name was recorded as Owner since 1970 and same is recorded vide Mutation Entry No. 1.

AND WHEREAS Shri. Shankar Sadhu Jadhav expired on 03/02/1989 leaving behind his legal heirs i.e. three sons Shri. Sopan Shankar Jadhav, Shri. Madhukar Shankar Jadhav, Shri. Ashok Shankar Jadhav, his wife Smt. Salubai Shankar Jadhav and daughter Sou. Anjana Taraman Bhujbal and their name were mutated vide Mutation Entry No. 1968 in 7/12 extract as Owners of the said property.

AND WHEREAS Smt. Salubai Shankar Jadhav expired on 21/08/2005 leaving behind her legal heirs i.e. three sons Shri. Sopan Shankar Jadhav, Shri. Madhukar Shankar Jadhav, Shri. Ashok Shankar Jadhav, and daughter Sou. Anjana Taraman Bhujbal. That her legal heirs were already recorded in the 7/12 extract and hence the name of Smt. Salubai Shankar Jadhav was deleted from the Revenue Records vide Mutation Entry No. 21724.

AND WHEREAS Sou. Anjana Taraman Bhujbal executed a registered Release Deed in favour of her brothers i.e. Shri. Sopan Shankar Jadhav, Shri. Madhukar Shankar Jadhav, Shri. Ashok Shankar Jadhav. That the said Release Deed was duly registered with the Sub Registrar, Haveli No. 25 at their Sr. No. 1357/2013 on 28/10/2013. And the same is mutated in the Revenue Record Vide Mutation Entry No. 25125.

AND WHEREAS Shri. Sopan Shankar Jadhav and Others had executed Development Agreement and Irrevocable Power of Attorney for the Property bearing Gat No. 511 having total admeasuring area of 00 H. 17 Ares out of area admeasuring 00 H. 9.68 Ares which is assessed at Rs. 0.53 Paise situated at Village Chikhali Taluka Haveli, District Pune and Property bearing Gat No. 510 having admeasuring area of 00 H. 09 Ares out of area admeasuring 00 H. 01 Ares which is assessed at Rs. 0.19 Paise situated at Village Chikhali Taluka Haveli, District Pune, in favour of M/s. Vision Developers, A Partnership Firm Through its Partner, Shri. Vipulkumar Chimanlal Bhavani. That the said Development Agreement and Irrevocable Power of Attorney is duly Registered with the Sub Registrar Haveli No. 25 at their Serial No. 1358/2013 and 1359/2013 dated 28/10/2013.

AND WHEREAS the Property bearing Gat No. 512 having admeasuring area of 00 H. 59 Ares Plus Potkharaba admeasuring area of 00 H. 1 Ares having total admeasuring area of 00 H. 60 Ares situated at Village Chikhali Taluka Haveli, District Pune was originally owned and possessed by Shri. Pandurang Mahadu Jadhav and his name was recorded as Owner since 1970 and the same is recorded vide Mutation Entry No. 1.

AND WHEREAS Shri. Pandurang Mahadu Jadhav has executed registered Will in respect of said property along with his other properties on 13/06/1979. That the said Will is duly registered with the Sub Registrar Haveli No. 3 at their Serial No. 1777/1979 dated 13/06/1979. And as per the said Will after the death of Shri. Pandurang Mahadu Jadhav his daughter i.e. Smt. Babubai Kisan Jambhulkar became the owner of said property and her name was recorded as Owner in the 7/12 extract vide Mutation Entry No. 3586.



AND WHEREAS Sou. Babubai Kisan Jambhulkar and her Legal heirs had executed Development Agreement and Irrevocable Power of Attorney for the Property bearing Gat No. 512 having admeasuring area of 00 H. 59 Ares Plus Potkharaba admeasuring area of 00 H. 01 Ares having total admeasuring area of 00 H. 60 Ares out of area admeasuring about 00 H. 40 Ares which is assessed at Rs. 1.94 Paise situated at Village Chikhali Taluka Haveli, District Pune and Property bearing Gat No. 510 having admeasuring area of 00 H. 09 Ares out of area admeasuring 00 H. 01 Ares which is assessed at Rs. 0.19 Paise situated at Village Chikhali Taluka Haveli, District Pune, in favour of M/s. Vision Developers, A Partnership Firm Through its Partners, 1) Shri. Niteshkumar Sureshbhai Patel, 2) Shri. Vipulkumar Chimanlal Bhavani, 3) Shri. Hiteshkumar Ladhabhai Patel and 4) Shri. Kinjalkumar Nandlal Patel. That the said Development Agreement and Irrevocable Power of Attorney is duly Registered with the Sub Registrar Haveli No. 17 at their Serial No. 2868/2013 and 2869/2013 dated 16/03/2013.

AND WHEREAS Sou. Babubai Kisan Jambhulkar and her Legal heirs had executed Document of Easementary Right for the Property bearing Gat No. 512 having admeasuring area of 00 H. 59 Ares Plus Potkharaba admeasuring area of 00 H. 01 Ares having total admeasuring area of 00 H. 60 Ares out of 12 Mtrs., Road situated at Village Chikhali Taluka Haveli, District Pune and Property bearing Gat No. 510 having admeasuring area of 00 H. 09 Ares out of 12 Mtrs., Road situated at Village Chikhali Taluka Haveli, District Pune in favour of M/s. Vision Developers, A Partnership Firm Through its Partners, 1) Shri. Niteshkumar Sureshbhai Patel, 2) Shri. Vipulkumar Chimanlal Bhavani, 3) Shri. Hiteshkumar Ladhabhai Patel and 4) Shri. Kinjalkumar Nandlal Patel. That the said Document of Easementary Right is duly Registered with the Sub Registrar Haveli No. 25 at their Serial No. 1099/2013 dated 11/10/2013.

AND WHEREAS Sou. Babubai Kisan Jambhulkar and her Legal heirs had executed Development Agreement and Irrevocable Power of Attorney for the Property bearing Gat No. 512 having admeasuring area of 00 H. 59 Ares Plus Potkharaba admeasuring area of 00 H. 01 Ares having total admeasuring area of 00 H. 60 Ares out of area admeasuring about 00 H. 1.98 Ares which is assessed at Rs. 1.94 Paise situated at Village Chikhali Taluka Haveli, District Pune, in favour of M/s. Vision Developers, A Partnership Firm Through its Partner, Shri. Niteshkumar Sureshbhai Patel. That the said Development Agreement and Irrevocable Power of Attorney is duly registered with the Sub Registrar Haveli No. 18 at their Serial No. 1403/2015 and 1404/2015 dated 16/02/2015.

AND WHEREAS thereafter as per the mutual terms and conditions between the parties Sou. Babubai Kisan Jambhulkar and her Legal heirs had executed Sale Deed and Irrevocable Power of Attorney for the Property bearing Gat No. 512 having admeasuring area of 00 H. 59 Ares Plus Potkharaba admeasuring area of 00 H. 01 Ares having total admeasuring area of 00 H. 60 Ares out of area admeasuring about 00 H. 1.98 Ares which is assessed at Rs. 1.94 Paise situated at Village Chikhali Taluka Haveli, District Pune, in favour of M/s. Vision Developers, A Partnership Firm Through its Partner, Shri. Niteshkumar Sureshbhai Patel. That the said Sale Deed and Irrevocable Power of Attorney is duly registered with the Sub Registrar Haveli No. 18 at their Serial No. 4010/2015 and 4011/2015 dated 26/05/2015. And the same is mutated in the Revenue Record Vide Mutation Entry No. 26865.

AND WHEREAS thereafter Sou. Babubai Kisan Jambhulkar and her Legal heirs had executed Development Agreement and Irrevocable Power of Attorney for the Property bearing Gat No. 512 having admeasuring area of 00 H. 59 Ares Plus Potkharaba admeasuring area of 00 H. 01 Ares having total admeasuring area of 00 H. 60 Ares out of area admeasuring about 00 H. 13.37 Ares which is assessed at Rs. 1.94 Paise situated at Village Chikhali Taluka Haveli, District Pune, in favour of M/s. Vision Developers, A Partnership Firm Through its Partner Shri. Niteshkumar



Sureshbhai Patel. That the said Development Agreement and Irrevocable Power of Attorney is duly Registered with the Sub Registrar Haveli No. 18 at their Serial No. 7901/2015 and 7902/2015 dated 30/09/2015.

AND WHEREAS M/s. Vision Developers, A Partnership Firm Through its Partners, 1) Shri. Niteshkumar Sureshbhai Patel, 2) Shri. Vipulkumar Chimanlal Bhavani, 3) Shri. Hiteshkumar Ladhabhai Patel and 4) Shri. Kinjalkumar Nandlal Patel i.e. "The Promoters/Developers and Builders" have right of Development over the Property bearing Gat No. 510 having admeasuring area of 00 H. 09 Ares out of area admeasuring 00 H. 04 Ares which is assessed at Rs. 0.19 Paise situated at Village Chikhali Taluka Haveli, District Pune and Property bearing Gat No. 511 having total admeasuring area of 00 H. 17 Ares out of area admeasuring 00 H. 9.68 Ares which is assessed at Rs. 0.53 Paise situated at Village Chikhali Taluka Haveli, District Pune and Property bearing Gat No. 512 having admeasuring area of 00 H. 59 Ares Plus Potkharaba admeasuring area of 00 H. 1 Ares having total admeasuring area of 00 H. 60 Ares out of area admeasuring 00 H. 53.37 Ares which is assessed at Rs. 1.94 Paise situated at Village Chikhali Taluka Haveli, District Pune and also have absolute authority to evolve a scheme on ownership basis on the said property as per the aforesaid documents.

AND WHEREAS "The Promoters/Developers and Builders" are legally entitled and have right of Development over the said properties.

AND WHEREAS "The Promoters/Developers and Builders" have decided to develop the said Land by constructing ownership Flats, a scheme in the name of **"VISION'S INDRADHANU PHASE - II"**.

AND WHEREAS "The Promoters/Developers and Builders" have proposed to construct a multistoried building consisting of ownership Flats, Tenements, Galas and Parking space in accordance with the plans as sanctioned by the concerned Government Authority. That the concerned Authority i.e. Pimpri Chinchwad Municipal Corporation, Pimpri, Pune- 411018 has sanctioned the said building plan and has issued Commencement Certificate on on 08/01/2016 by the Commencement Certificate No. B.P./Layout/Chikhali/0003/2016. That thereafter the said Plan was further revised under Commencement Certificate No. B.P./Chikhali/104/2016 dated 12/09/2016.

AND WHEREAS "The Promoters/Developers and Builders" and "The Owner & Consenting Party" had filed an application before the Hon'ble Sub Divisional Officer Haveli, Sub Division Pune, (Revenue Branch) for granting permission to make use of said properties for Non-Agricultural purpose. That accordingly The Hon'ble Sub Divisional Officer Haveli, Sub Division Pune has granted the permission under Order No. PCMC/SR/SND/287/2015 dated 09/02/2016.

AND WHEREAS The Promoters/Developers and Builders have appointed M/S. MAHENDRA THAKUR & ASSOCIATES having its office at 101 & 101-A, Vishnu Vision, Plot No. 22, Near SNBP School, Morwadi, Pimpri, Pune - 411018 as their Architects who is duly registered with the Council of Architects having Registration No. CA/2004/34769 and M/S. SARVASIDDHANT CONSULTANTS having its office at B/3/118, Rail Vihar, Sector No. 30 and 31, Chinchwad, Pune - 411033 as their Structural Engineers and have accepted the professional supervision of Architects and the Structural Engineers till the completion of the buildings but "The Promoters/Developers and Builders" herein have reserved the right to change such Architects and Structural Engineers before the completion of the buildings if The Promoters/Developers and Builders so decide.

AND WHEREAS "The Promoters/Developers and Builders" is the Partnership Firm and the person who has given his signature in the present



document is the running partner of the said Firm and has absolute authority to execute the present Agreement on behalf of the Partnership Firm and the said Agreement shall be binding upon all the other Partners of the said Firm. That as only one Partner has signed the present Article of Agreement on behalf of the Partnership firm the same shall not have any adverse effect relating to the execution of the present Article of Agreement.

AND WHEREAS due to personal issues and work “The Promoters/Developers and Builders” has executed General Power of Attorney for admission and execution of the Agreement relating to the Flats in favour of Mr. Kinjalkumar Nandlal Patel and Others. And accordingly a General Power of Attorney was duly executed in that regard on 16/09/2015. That the said General Power of Attorney is Registered in the Office of Sub Registrar Haveli No. 18 at their Serial No. 7406/2015 dated 16/09/2015.

AND WHEREAS the Purchaser/s demanded from “The Promoters/Developers and Builders” and “The Promoters/Developers and Builders” has given inspection to the Purchaser/s of all the documents of title relating to the said land, and the plans/s, designs and specifications prepared by the aforesaid Architects of “The Promoters/Developers and Builders” and also given the copies of Sanctioned Plan and also such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as “**THE SAID ACT**”) and the rules made hereunder;

AND WHEREAS the copies of Certificate of Title issued by Shri. Amit Ashok Choudhary, Advocate of “The Promoters/Developers and Builders”, Copies of 7/12 extract of village forms or any other relevant revenue record showing the nature of the title and rights of “The Promoters/Developers and Builders” to the said land on which the Flats are under construction/to be constructed and the copies of the plans and specifications of the flat agreed to be purchased by the Purchaser/s approved by the concerned local authority has been handed over unto the Purchaser and the necessary documents have been annexed hereto.

AND WHEREAS on the request of “The Promoters/Developers and Builders”, the Purchaser/s has carried out independent necessary search by appointing his / her / their own Advocate regarding the title and the nature of the title. The Purchaser/s has/have satisfied himself / herself / themselves in respect of the marketable title of “The Promoters/Developers and Builders” in respect of the said land and thereafter have agreed to purchase Flat and is annexed herewith.

*( Hereinafter referred to as the..... “SAID FLAT”).*

AND WHEREAS the Purchaser/s has read and understood all the terms and conditions of all the related Deeds and Documents of “The Promoters/Developers and Builders”. Also the Purchaser/s has read and understood all the contents of the Indemnity bonds/ Undertakings, etc given by “The Promoters/Developers and Builders” to the Collector/Corporation and Pimpri Chinchwad Municipal Corporation, Pimpri, Pune- 411 018 or any other Authority, and terms and conditions mentioned in Commencement Certificate, NA order and Completion Certificate (if any) and Purchaser/s agrees that this Agreement is subject to the said terms and are also binding on him/her/them/it.

AND WHEREAS the Purchaser/s hereby agrees and accepts that he/she/they/it is well aware of all the related Deeds and Documents of “The Promoters/Developers and Builders” and is also aware of their respective liabilities. And the present Article of Agreement shall be signed and executed by either of the persons or Authorized person/signatory or Power of Attorney Holder etc., of Party of the First Part and the said Article of Agreement shall be deemed to be





authenticated as if signed by all the parties thereof and the same is accepted by the Purchaser/s herein.

AND WHEREAS the Purchaser/s is aware of the fact that The Promoters/Developers and Builders has entered or will enter into similar and /or separate Agreements with several other Purchaser/s, persons and parties in respect of flats in the said building/project;

AND WHEREAS the Purchaser/s herein being desirous of purchasing a Flat, applied to The Promoters/Developers and Builders for allotment of the **Flat No.** \_\_\_\_\_ on the \_\_\_\_\_ **Floor** of the **Building/Wing No.** "\_\_\_\_\_" in the project known as "**VISION'S INDRADHANU PHASE - II**" to be constructed on the said Schedule "I" land and the said Flat is more particularly described in Schedule "II" written hereunder.

AND WHEREAS relying on the Purchaser/s representations and the assurances and subject to the terms and conditions mentioned in this Agreement, "The Promoters/Developers and Builders" herein has agreed to sell and the Purchaser/s herein has agreed to purchase **Flat No.** \_\_\_\_\_ admeasuring carpet area about \_\_\_\_\_ **Sq Mtrs.**, Along with adjoining same level Enclosed Balcony/Balcony having area about \_\_\_\_\_ **Sq Mtrs.**, and also along with adjoining same level Terrace/Dry Terrace having area about \_\_\_\_\_ **Sq Mtrs.**, subject to fluctuation of areas not more than Three percent on \_\_\_\_\_ **Floor**, of the **Building/Wing No.** "\_\_\_\_\_" at or for mutually concluded and agreed lump sum consideration of **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **Only.**) excluding expenses for Stamp Duty, Registration Fees, G.S.T., (if applicable) or any other taxes levied which shall be paid by Purchaser/s separately. The sale of the said flat is on the basis of carpet area only. The Purchaser/s is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately Three percent. The Purchaser/s consents for the same and is aware that the consideration being lump sum will not change. The Purchaser/s agrees not to question or challenge the said consideration the same having been settled on lump sum basis after considering all aspects and other terms of the agreement.

AND WHEREAS the "Carpet Area" means the net usable Floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the said Flat.

AND WHEREAS The Promoters/Developers and Builders has sanction the said Flat/Wing's/Building's/Project as per the norms of the Development Control Rules of Concerned Government Authority i.e. Pimpri Chinchwad Municipal Corporation, Pimpri, Pune. That as per the sanctioned plan by the Concerned Government Authority the area of adjoining same level Enclosed Balcony/Balcony and Terrace/Dry Terrace area is attached to the said Flat and its usage is exclusively for the Purchaser/s only. That the sale/allotment of the said Flat is strictly on the basis of "Carpet Area" only and the definition of the "Carpet Area" is described as per The Real Estate (Regulation & Development) Act, 2016. That the adjoining area of attached Enclosed Balcony/Balcony and Terrace/Dry Terrace mentioned in the said Article of Agreement does not create any adverse effect to the present transaction and also the consideration of Flat is exclusive of the area of the said attached adjoining Enclosed Balcony/Balcony and Terrace/Dry Terrace. That the area of the said attached adjoining Enclosed Balcony/Balcony and Terrace/Dry Terrace is for the exclusive usage of the Purchaser/s only and the said attached adjoining Enclosed Balcony/Balcony and Terrace/Dry Terrace area has been mentioned in the present Article of Agreement only for the purpose of assessment by the Local Government Authority and/or any Concerned Government Authority



for Property Taxation purpose and also to avoid any kind of differentiation and/or ambiguity in the said Sanctioned Plan area and the area to be assessed for the purpose of Property Taxation Assessment.

AND WHEREAS under Section 13 of The Real Estate (Regulation & Development) Act, 2016 The Promoters/Developers and Builders is required to execute a written Agreement for sale of said Flat with the Purchaser/s, being in fact these present and also to register said Article of Agreement under the Registration Act, 1908, the Parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this present.

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

**1) DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE :-**

The Promoters/Developers and Builders has made full and true disclosure of the title of the said property as well as the encumbrances, if any, known to The Promoters/Developers and Builders. The Promoters/Developers and Builders has also disclosed to the Purchaser/s nature of his right, title and interest and right to construct and sell building/s on the said property. The Promoters/Developers and Builders has also given inspection of all documents to the Purchaser/s and Purchaser/s has verified all the documents and satisfied about the same. The Purchaser/s has carried out the search and investigated the title by appointing his own independent Advocate in regards to his title, interest, building plans, and Governmental and Semi Governmental Orders, etc. The Purchaser/s having acquainted and satisfied himself/ herself/ themselves/ itself with all the facts and nature of right of The Promoters/Developers and Builders and has/have/itself entered into this Agreement. The Purchaser/s herein after shall not be entitled to challenge or question the title of the owner and the right of The Promoters/Developers and Builders to enter into this Agreement.

**2) NAME OF THE PROJECT :-**

The name of the Project shall be **“VISION'S INDRADHANU PHASE - II”**.

**3) SANCTIONS :-**

The Promoter has got sanctioned the layout and building plans of the said project by Pimpri Chinchwad Municipal Corporation, Pimpri, Pune- 411 018 and the said Corporation/Authority have given Commencement Certificate on 08/01/2016 by the Commencement Certificate No. B.P./Layout/Chikhali/0003/2016. That thereafter the said Plan was further revised under Commencement Certificate No. B.P./Chikhali/104/2016 dated 12/09/2016.

**4) ALTERATION AND MODIFICATION OF SANCTIONED LAYOUT & BUILDING PLANS :-**

The Promoters/Developers and Builders herein has already commenced with the construction of the said Flat/Wing's/Building's on the said land in accordance with the plans, designs and specifications approved by the concerned local Authority, which have been seen and agreed by the Purchaser/s. That The Promoters/Developers and Builders shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the Flat of the Purchaser/s except any alteration or addition or modifications in the sanctioned plans, layout plans and specifications of the Wings/Buildings or common areas of the said Phase/Project which are required to be made by The Promoters/Developers and Builders in compliance of any direction or order, etc., issued by the competent authority or statutory authority, under any law of the



State or Central Government, for the time being in force. That The Promoters/Developers and Builders may also make such minor additions and alterations as may be required by the Purchaser/s.

The Promoters/Developers and Builders herein may be constructing the building/s on the said land in phases and the Purchaser/s herein undertakes not to raise any objection on any ground whatsoever & shall not obstruct the construction in any manner, and also as the Purchaser/s is aware that The Promoters/Developers and Builders has already submitted the proposed layout and the same is yet to be sanctioned, and hence the Purchaser/s hereby give his/her/their/its irrevocable authority for implementing such revision of whatsoever nature in the entire scheme which will be developed in Phase wise.

#### 5) CONSIDERATION :-

Relying on the Purchaser/s representations and the assurances, the Promoter herein has agreed to sell and the Purchaser herein agreed to purchase **Flat No.** \_\_\_\_\_ admeasuring carpet area about \_\_\_\_\_ **Sq Mtrs.**, Along with adjoining same level Enclosed Balcony/Balcony having area about \_\_\_\_\_ **Sq Mtrs.**, and also along with adjoining same level Terrace/Dry Terrace having area about \_\_\_\_\_ **Sq Mtrs.**, on \_\_\_\_\_ **Floor** of the **Building/Wing No. “\_\_\_\_\_”** in **“VISION'S INDRADHANU PHASE - II”** for total consideration **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only.)**, including the price for proportionate share in the said land common areas and facilities appurtenant to the said premises and excluding all expenses for Stamp Duty, Registration Fees, G.S.T., (if applicable), or any other taxes levied, which shall be paid by Purchaser separately. The sale of the said flat is on the basis of the carpet area only. The Purchaser is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately Three percent. The Purchaser consents for the same and is aware that the consideration being lump sum will not change at any event. The nature, extent and description of the common areas and facilities are more specifically described hereunder in schedule III and The Promoters/Developers and Builders has agreed to provide specifications in the said flat which are more particularly described hereunder in schedule IV.

The Purchaser/s shall bear the expenses of the following:-

- i) The legal, consultant's fee, typing and incidental expenses of this agreement. And Stamp duty, Registration Fees expenses, And G.S.T. [if applicable]) and other Taxes levied by the Concerned Government & Semi-Government from time to time.
- ii) The charges and expenses for formation of association of apartment owners or Society Formation Charges.
- iii) The share money, application entrance fee of the Society or Limited Company/Federation/Apex body.
- iv) The Proportionate share of Taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.
- v) To amount towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- vi) The MSECDL Meter Deposit, Transformer charges, Electrical Receiving and Sub Station provided in Layout, Common Meter Installation Charges, Water Charges, and other utility and services connection charges *(if any)*.





vii) Other Transfer Charges (if any).

And furthermore the Purchaser/s shall pay before delivery of possession of the said Flat an additional amount for amenities to The Promoters/Developers and Builders which is agreed mutually as legal charges, share money application, entrance fees for formation of Society/ Condominium/ Apartment/ Limited Company, Common Electric Meter, Individual Electric Meter (with SLC Charges), Common Pump Set, Compound Wall, Proper Internal Roads, remaining area with rough farshi/ Checkered tiles or concrete inside the compound wall, common parking and common terrace etc. if any...

After clearing the total cost and extra charges of the flat the Purchaser/s shall take possession letter from the Builder otherwise possession shall not be handed to the Purchaser/s. And the Purchaser/s has given his /her /their/ its consent for the same.

That The Promoters/Developers and Builders shall confirm the final carpet area that has been Sold/Assigned/Allotted to the Purchaser/s 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 Promoters/Developers and Builders. If there is any reduction in the carpet area within the defined limit then The Promoters/Developers and Builders shall refund the excess money paid by Purchaser/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area Sold/Assigned/Allotted to Purchaser/s, The Promoters/Developers and Builders shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in said Clause of this Agreement.

6) PAYMENT INSTALLMENTS :-

The Purchaser has agreed to pay the total consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** to The Promoters/Developers and Builders against the said Flat. And out of the total consideration amount the purchaser has paid earnest money to The Promoters/Developers and Builders at the time of this agreement in the following manner:-

|                        |                                                                                          |
|------------------------|------------------------------------------------------------------------------------------|
| Rs. 0,00,000/-         | Rupees _____ only paid by Cheque No. _____ dated _____ drawn on _____ Bank _____ Branch. |
| =====                  |                                                                                          |
| <b>Rs. 00,00,000/-</b> | <b>RUPEES _____ ONLY.</b>                                                                |
| =====                  |                                                                                          |

That The Promoters/Developers and Builders doth hereby admit and acknowledge of the earnest money from the Purchaser and the Purchaser has agreed and assured that he/she/they/its shall pay the balance consideration amount of **Rs. \_\_\_\_\_ /-** in following manner :-

| SR. NO. | PARTICULARS                                             | PAYABLE AMOUNT IN % |
|---------|---------------------------------------------------------|---------------------|
| 1       | Booking Amount or Earnest money at the time of Booking. | 10 %                |
| 2       | At the time of Execution of Agreement.                  | 20 %                |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                               |               |
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| <div>  <div>  <b>VISION'S INDRADHANU PHASE - II</b>  </div>  </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                               |               |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | On Completion of the Plinth Level.                                                                                                                            | 15 %          |
| 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | On Completion of R.C.C. Super Structure.                                                                                                                      | 40 %          |
| 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | On Completion of Brick Work and Internal Plaster Work.                                                                                                        | 05 %          |
| 6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | On Completion of Flooring work.                                                                                                                               | 05 %          |
| 7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | At the time of handing over of the Possession of the said Flat and/or after receipt of Occupancy Certificate or Completion Certificate, Whichever is earlier. | 05 %          |
| <b>Total amount in %</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                               | <b>100 %</b>  |
| <p>It is made clear and agreed by and between the parties hereto that The Promoters/Developers and Builders shall not be bound to follow, chronological order of any of the stages of the above said stages/installments and that The Promoters/Developers and Builders shall be at complete liberty to choose the chronology of the respective stages of the construction. The Purchaser/s agrees that The Promoters/Developers and Builders may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. However The Promoters/Developers and Builders shall be obliged to demand the above mentioned stages/installments from the Purchaser/s subject to the provisions incorporated in The Real Estate (Regulation &amp; Development) Act, 2016.</p> <p>That it is also agreed by the Purchaser/s that The Promoters/Developers and Builders shall not personally give timely information about the progress of the said Flat/Scheme/Building. And that it is the outmost responsibility of the Purchaser/s to inquire and to be in touch with The Promoters/Developers and Builders regarding the progress of the said Flat/Scheme/Building and the Purchaser/s agrees for the same.</p> <p>The Purchaser/s shall be liable to pay additional contribution in case any additional facility is offered or given by The Promoters/Developers and Builders for the Flat or complex as per demand of the Flat Purchaser/s.</p> <p>The consideration of the said flat is also arrived on the assurance of the Purchaser/s to abide by the above payment schedule only and it will not be altered by the Purchaser/s. The Purchaser/s shall make all the payments to The Promoters/Developers and Builders by Demand Draft/Pay orders/local cheques payable at Pune only. If the Purchaser/s makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of The Promoters/Developers and Builders and to the extent the said amount is credited by deducting the commission of the Bank. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by The Promoters/Developers and Builders for such advance payments made by the Purchaser/s or Housing Finance Companies/Banks, etc.</p> <p>It is hereby agreed that the time for payment as specified above is the essence of this agreement and on failure of the Purchaser/s to pay the same on due dates, it shall be deemed that the Purchaser/s has committed breach of this agreement and The Promoters/Developers and Builders shall be entitled to take such action as they are entitled to take in case of breach/default of this agreement, including termination of this agreement.</p> <p>Without prejudice to the right of The Promoters/Developers and Builders to take action for breach arising out of delay in payment of the installments on the due date, the Purchaser/s shall be bound and liable to pay interest as per State Bank of India highest marginal Cost of Lending Rate Plus 2 % per annum with monthly rests on all amounts which become due and payable by the Purchaser/s to The Promoters/Developers and Builders till the date of actual payment. Provided that tender of the principal amounts and interest or tender of the interest and</p> |                                                                                                                                                               |               |
| “ARTICLE OF AGREEMENT”                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                               | PAGE NO :- 17 |



expenses on delay thereof shall not itself be considered as waiver of the right of The Promoters/Developers and Builders under this Agreement, nor shall be construed as condonation by The Promoters and Developers/Builders on such delay. The amount of interest shall be calculated after completion of the said flat and the Purchaser/s has agreed to pay the same before possession of the said flat.

#### 7) TAXES AND OTHER LEVIES :-

If at any time, after execution of this agreement the Central Government / State Government / Local authority / Revenue Authority / any other authority / any court /Judicial authority / quasi judicial authority by way of any Statute / rule / regulation /notification / order / judgment /executive power etc. levies any tax /duty / charges /premium / levies / cess / surcharge / demands / welfare fund or any fund /betterment tax/ sales tax / transfer tax / turnover tax / works contract tax / G.S.T./ penalties etcetera and put in force or shall be in force prospectively or retrospectively, in respect of the said flat or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by The Promoters/Developers and Builders then reimbursed) by the Purchaser/s. The Purchaser/s hereby indemnifies The Promoters/Developers and Builders from all such levies, cost and consequences.

That it is further agreed upon and explained by The Promoters/Developers and Builders to the Purchaser/s that, G.S.T Act has been enforced and made applicable by the concerned Government Authority w.e.f. 1<sup>st</sup> July 2017 and the same shall be applicable on present transaction and as per the ongoing Government policies. That The Promoters/Developers and Builders has already passed on the tax rebate of G.S.T. to the Purchaser/s on the price agreed in the present transaction i.e. the total consideration amount of the said Flat has already been discounted by deducting the set off of G.S.T. Act by The Promoters/Developers and Builders. That the Purchaser/s shall not have any right to claim the reduction/rebate of the amount of G.S.T. as per the Section 171 of the G.S.T. Act. That the total consideration amount and the set off mechanism have been explained to the Purchaser/s by The Promoters/Developers and Builders and the Purchaser/s has verified the same. Hence the total consideration amount of the said Flat is net off G.S.T. Therefore the Purchaser/s in no case shall demand any further reduction/rebate in the total consideration amount of the said Flat and is under obligation and liability to pay such applicable Government charges including the G.S.T (if any) for the present transaction by the Purchaser/s and the Purchaser/s shall not be entitled to raise any objection or grievance about the same.

#### 8) TERMINATION OF AGREEMENT :-

On the Purchaser/s committing default in payment on the due dates, of any of the installments or any other amounts due and payable of the Purchaser/s committing breach of any terms and conditions of this agreement, The Promoters/Developers and Builders shall in its sole discretion be entitled to terminate this Agreement.

Provided always that the power of termination herein before contained shall not be exercised by The Promoters/Developers and Builders unless and until The Promoters/Developers and Builders has given to the Purchaser/s fifteen days prior notice in writing of The Promoters/Developers and Builders intention to terminate this agreement and of the breach or breaches of the terms and conditions in respect whereof it is intended to terminate this agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within fifteen days after such notice. After a period of fifteen days from the date of this notice, if even part of the dues remains unpaid, the agreement shall be terminated. The



Purchaser/s has irrevocably agreed to the same, provided further that upon termination of this Agreement, The Promoters/Developers and Builders shall refund the balance, if any, to the Purchaser/s the installments of the consideration which the Purchaser/s might have till then paid to The Promoters/Developers and Builders, but without any interest and only after deducting ten percent of the total agreed consideration towards administration and other expenses etc. The balance amount, if any, shall be paid by The Promoters/Developers and Builders to the Purchaser/s after resale of the said flat in the manner of receipt of consideration from new Purchaser/s and on such condition The Promoters/Developers and Builders shall be entitled to resale the said flat and/or dispose of or otherwise alienate the same in any other manner as The Promoters/Developers and Builders in its sole discretion thinks fit. The Purchaser/s agrees to the same. The Purchaser/s shall have no claim except for repayment of the amount payable as mentioned above. The Purchaser/s hereby agrees that in that event all of his/her/their/its rights in the said flat stand extinguished. No separate cancellation deed, its execution and registration will be required.

The Purchaser/s is also made aware that depending upon various promises and assurances given by the Purchaser/s, The Promoters/Developers and Builders has incurred and shall incur the expenditure and will make commitments to the third parties. In event of cancellation of the agreements by the Purchaser/s for any reason whatsoever, The Promoters/Developers and Builders in addition and without prejudice to other remedies and rights and towards reimbursements and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this agreement being cancelled by the Purchaser/s for any reason whatsoever, The Promoters/Developers and Builders shall be entitled to retain, withhold and forfeit a minimum amount of ten percent of the total agreed consideration, from and out of the amount until then paid by the Purchaser/s to The Promoters/Developers and Builders and then The Promoters/Developers and Builders shall be liable to repay only the balance amount (if any) from the amount received by The Promoters/Developers and Builders on resale of the said flat. In this case reduction in price of the flat will be considered as damages/loss of The Promoters/Developers and Builders in addition to the loss and expenses.

#### 9) COVENANT TO SALE :-

The said unit is agreed to be sold, subject to:-

- a) Any scheme or reservation affecting the said land or any part or parts thereof made or to be made by any Authority concerned including the terms, stipulations and conditions contained in the Agreement/s relating to the said land.
- b) Its present use as residential and /or other permissible uses.
- c) Any relevant and necessary covenants as may be stipulated by The Promoters/Developers and Builders for the more beneficial and optimum use and enjoyment of the said land (i.e. the said land together with the building thereon) in general and for the benefit of any or any part thereof including the absolute use and utilization as herein stated as to construct and sale for the benefit of any enhanced FSI / FAR or to absorb, consume the TDR rights acquired on any portion/s of the said land.
- d) That The Promoters/Developers and Builders have developed the said land as per their convenience and have constructed the Buildings of this development project. That The Promoters/Developers and Builders have reserved their right to develop and construct the residual open/vacant land property in the future. That the Purchaser/s has



given his/their/its irrevocable consent and has no objection of any kind for the same.

- e) All rights of water, drainage, water course, light and other easements and/or quasi easements and rights of adjoining land Owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, pathways, passages, sewers, drains, gutters, fences and other like matters. The Promoters/Developers and Builders shall not be required to show the creation of or define or apportion any burden, hereof.
- f) All the terms and conditions ensuring the benefit of the said person/s as contained in the Agreement/s made between them and / or The Promoters/Developers and Builders, that is the said Order/s passed under the Ceiling Act, Order of layout and / or sub-division relating to the said land, Order of conversion, any other orders relating to the said land and all terms and conditions stipulated by The Promoters/Developers and Builders in respect of the common areas and facilities and amenities to be provided for the benefits of the said land.
- g) For the aforesaid purpose and for all purposes of and incidental thereto, and /or for the more beneficial and optimum use and enjoyment of the various portions of the said land and/or any part/s thereof; The Promoters/Developers and Builders shall in such manner as may be desired by The Promoters/Developers and Builders, shall be entitled to grant upon or in respects of any portion/s of the said land, all rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, water electricity, telephone connections and/or installations and other services in the said land and/or any part/s thereof right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the said land and/or any part/s thereof for the more beneficial and optimum use and enjoyment of the same in such manner as may be desired by The Promoters/Developers and Builders. However the maintenance and upkeep costs of such shall be apportioned to the interested parties and the parties enjoying the benefits of such privileges and easements.
- h) It being made expressly clear that the Association of Apartment Owners transfer deed/s in respect of the said land and/or any part/s thereof with building/s thereon shall contain such provisions which shall be accordingly framed and the burden thereof shall run with the land and shall be binding upon all the persons who are the holders of their respective flats comprised in the said land as The Promoters/Developers and Builders may reasonably require for giving effect to and/or enforcing the said restrictions, covenants and stipulations.
- i) It is hereby recorded that the consideration factor arrived at between the parties hereto under these presents is suitably priced keeping into consideration the rights and obligations reserved and vested unto each and therefore the Purchaser/s shall have no right or remedy to defer or deny any obligation or by reduction in the consideration hereunder for any reasons whatsoever.
- j) The Purchaser/s shall not do or permit to be done any act or thing that may render void or voidable any insurance of the said land/building/s or any part thereof, whereby any increased premium shall become





- payable or levied in respect of the insurance and if done it shall be the Purchaser/s sole responsibility to correct such act or thing and shall solely be liable to pay such losses, damages etc.
- k)** Any natural calamity or manmade occurrences which could not have been envisaged while designing the building for which the building is not designed, any act that is detrimental to the building as a whole.
- l)** The Promoters/Developers and Builders shall have a first charge and/lien on the said flat in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement.
- m)** Provided that The Promoters/Developers and Builders does not in any way affect or prejudice the right/s hereby granted in favour of the Purchaser/s in respect of the said flat, The Promoters/Developers and Builders shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said entire land or under this agreement or in the said building/s.
- n)** It is hereby made clear that the furniture layout, colour scheme, specifications, area, amenities and facilities, elevation treatment, trees, garden, lawns, recreational activity etc., shown in the pamphlets, brochures, literature, films, hoardings, websites, and other promotional media are shown only for the sake of advertisement and the same are not binding on The Promoters/Developers and Builders to provide unless specifically mentioned and agreed in this agreement and subject to his right/s and discretion to make changes in the same. The balconies as shown in the sanctioned plan may be enclosed at The Promoters/Developers and Builder's discretion.
- o)** The Promoters/Developers and Builders shall be entitled to allot by way of lease or license any portion of the said land to any Government / Semi Government / Local authority / MSECDL. or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V. etc. The Purchaser/s shall not be entitled to raise any objection or grievance about the same.
- p)** The Promoters/Developers and Builders has not undertaken any responsibility nor has agreed anything with the Purchaser/s orally or otherwise and there is no implied Agreement or covenant on the part of The Promoters/Developers and Builders other than the terms and conditions expressly provided under this Agreement.
- q)** The Promoters/Developers and Builders have evolved an ownership scheme on Property bearing Gat No. 514 having admeasuring area of 00 H. 23 And Property bearing Gat No. 513 admeasuring area of 00 H. 38 situated at Village Chikhali Taluka Haveli, District Pune under the project name and style of "Vision's Indradhanu". That for the access of the said Ownership Scheme The Promoters/ Developers and Builders have taken right from "The Owner & Consenting Party" & other Land Owners in respect of Property bearing Gat No. 510 And Property bearing Gat No. 512 situated at Village Chikhali Taluka Haveli, District Pune and have obtained the sanctioned plan from the concerned Authority i.e. Pimpri Chinchwad Municipal Corporation, Pimpri, Pune-411018 for that regard. That the Promoters/Developers and Builders do hereby reserve their right to revise the said plan and Access Road and Internal Road to the said scheme i.e. "Vision's Indradhanu" as per their convenience and in accordance with the rules and regulation of the





concerned Government Authority and the Purchaser/s shall not be entitled to raise any objection or grievance about the same.

- r)** The Promoters/Developers and Builders have obtained the right from “The Owner & Consenting Party” & other Land Owners in respect of Property bearing Gat No. 510 having admeasuring area of 00 H. 09 Ares out of area admeasuring 00 H. 04 Ares situated at Village Chikhali Taluka Haveli, District Pune for the access of the road. That the access of the Road shall be used by all the Flat Unit Holders of Ownership Scheme viz. “Vision’s Indradhanu” and “Vision’s Indradhanu Phase – II” commonly. That if in the future the Promoters/Developers and Builders extend their Phase wise construction by constructing Ownership Scheme/s then in that case the all the Flat Unit Holders of the said extended Ownership Scheme shall have the right of access of Road in Property bearing Gat No. 510 having admeasuring area of 00 H. 09 Ares out of area admeasuring 00 H. 04 Ares situated at Village Chikhali Taluka Haveli, District Pune. That none of the Flat Unit Holders of any of the Ownership Scheme/s shall not be entitled to raise any objection or grievance about the same.
- s)** The Promoters/Developers and Builders have not utilized the F.S.I. of Property bearing Gat No. 510 in the Property bearing Gat No. 511 having admeasuring area of 00 H. 9.68 And Property bearing Gat No. 512 admeasuring area of 00 H. 53.37 situated at Village Chikhali Taluka Haveli, District Pune. That the area in the Property bearing Gat No. 510 is for exclusive use and access of internal road/pathway for Ownership Scheme viz. “Vision’s Indradhanu” and “Vision’s Indradhanu Phase – II” and any other extended Ownership Scheme to be constructed in the future by the Promoters/Developers and Builders.
- t)** The Promoters/Developers and Builders have proposed to construct a Row House/Bungalow/Flat Apartment scheme and some Commercial scheme in the Property bearing Gat No. 512 having admeasuring area of 00 H. 59 Ares Plus Potkharaba admeasuring area of 00 H. 1 Ares having total admeasuring area of 00 H. 60 Ares out of area admeasuring 00 H. 13.37 Ares which is assessed at Rs. 1.94 Paise situated at Village Chikhali Taluka Haveli, District Pune and which is more particularly described in the schedule “C-II” written hereunder. That the said Row House/Bungalow/Flat Apartment scheme and some Commercial scheme shall only be accessible to the Concerned Original Land Owners or their representatives. That the Flat members of the “Vision’s Indradhanu” and “Vision’s Indradhanu Phase – II” shall have no right to access and enjoy the said adjacent open area of said Row House/Bungalow/Flat Apartment scheme and some Commercial scheme. That none of the Flat Unit Holders of any of the Ownership Scheme/s shall not be entitled to raise any objection or grievance about the same.
- u)** That The Promoters/Developers and Builders herein has allotted some open/covered parking to the respective Purchaser/s or Customers, who have registered the Agreement to Sale before 1<sup>st</sup> May 2017 (*i.e. before enforcement of “The Real Estate (Regulation & Development) Act, 2016”*) in respect of Flats/Units in the said Project and the Purchaser/s is/are well aware about the aforesaid allotment of parking and the Purchaser/s shall not be entitled to raise any objection or grievance about the same.
- v)** The Purchaser/s hereby agrees and confirms that in the event that any water is required to be purchased from private sources in future, the



Purchaser/s herein shall be liable to contribute expenses thereof at actual in proportion as may be required and the Purchaser/s shall not be entitled to raise any objection or grievance about the same.

**10) DETAILS OF THE CURRENT SANCTIONED PROJECT AND FUTURE POTENTIAL CONSTRUCTIONS :-**

That as per the Commencement Certificate obtained by the The Promoters/Developers and Builders the following Wing/Building have been currently sanctioned by the Concerned Government Authority.

| WING/BUILDING. | SANCTIONED NO. OF FLATS/UNITS/ OFFICE/SHOP. | FUTURE POTENTIAL OF FLATS/UNITS/ OFFICE/SHOP. |
|----------------|---------------------------------------------|-----------------------------------------------|
| "A" Building   | 94                                          | -                                             |
| "B" Building   | 94                                          | -                                             |
| "C" Building   | 3 Shop's & 3 Office's                       | -                                             |
| "D" Building   | 3                                           | -                                             |

That as mentioned above there is possibility of getting additional F.S.I. in the future in the form of either paid F.S.I., Premium F.S.I, Amenity handover F.S.I., T.D.R. and/or due to amalgamation of the adjoining land. Whenever this additional paid F.S.I., Premium F.S.I, Amenity handover F.S.I., T.D.R. is sanctioned by the Local Government Authority and/or Concerned Government Authority to be used in the Project, The Promoters/Developers and Builders shall apply for revision of Plans and the proposed full potential layout may contain buildings of the above mentioned configuration.

That as per the sanctioned plans by the Concerned Government Authority The Promoters/Developers and Builders have provided the area admeasuring about 632.32 Sq. Mtrs., for the "Amenities and Facilities " and/or "Recreational Activity Center" and/or "Garden" and/or "Lawns" and/or "Play area" (if any provided by the Promoters/ Developers and Builders for the said project).

That The Promoters/Developers and Builders hereby declares that the Floor Space Index available as on date in respect of the project land is 9822.35 Sq. Mtrs., only and The Promoters/Developers and Builders has planned to utilize Floor Space Index of 00.00 by availing of T.D.R. or F.S.I. available on payment of premiums or F.S.I. available as incentive F.S.I. by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased F.S.I. which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters/Developers and Builders has disclosed the Floor Space Index of 9822.35 as proposed to be utilized by its on the project land in the said Project and Purchaser/s has agreed to purchase the said Flat/Unit based on the proposed construction and sale of Flats/Units to be carried out by The Promoters/Developers and Builders by utilizing the proposed F.S.I. and on the understanding that the declared proposed F.S.I. shall belong to The Promoters/Developers and Builders only.

**11) CONSENT OF THE PURCHASER/S :-**

- a) The Promoters/Developers and Builders have evolved an ownership scheme and shall carry out "Phase" wise construction in the said scheme and/or the neighboring land Properties which has been purchased by The Promoters/Developers and Builders or which is intended to be purchased in the future. That The Promoters/Developers and Builders have reserved their right to allocate the space for "Amenities and Facilities " and/or "Recreational Activity Center"



and/or "Garden" and/or "Lawns" and/or "Play area" (if any provided by the Promoters/Developers and Builders for the said project) to any Phase or all the Phases to be constructed by the Promoters/Developers and Builders. That the said allocation shall depend on the discretion of the Promoters/Developers and Builders and the Purchaser/s has/have given his/her/their/its absolute consent by way execution of this present "Article of Agreement" and the Purchaser/s shall not be entitled to raise any objection or grievance about the same.

- b) The Promoters/Developers and Builders have evolved an ownership scheme and shall carry out "Wing/Building" wise construction in the said scheme. That the Promoters/Developers and Builders have reserved their right to carry out the construction out of their own will on residual area in the said properties. That the Promoters/Developers and Builders have reserved their right to allocate the space for "Amenities and Facilities " and/or "Recreational Activity Center" and/or "Garden" and/or "Lawns" and/or "Play area" (if any provided by the Promoters/Developers and Builders for the said project) to any "Wing/Building" or all the "Wing/Building" to be constructed by the Promoters/Developers and Builders. That the said allocation shall depend on the discretion of the Promoters/Developers and Builders and the Purchaser/s has/have given his/her/their/its absolute consent by way execution of this present "Article of Agreement" and the Purchaser/s shall not be entitled to raise any objection or grievance about the same.
- c) That at the time of booking of the said Flat/Unit The Promoters/Developers and Builders had discussed and informed the Purchaser/s about the number of Wing/Buildings and Flat/ Units/ Shops/ Office/ Godown/ Parking Space and Recreational Activity Center/ and/or "Garden" and/or "Lawns" and/or "Play area" (if any provided by the Promoters/Developers and Builders for the said project) in the entire project constructed on the land Property/Properties. That the Purchaser/s has good knowledge of the entire project and the proposed construction thereon.

## 12) ENTIRE AGREEMENT AND RIGHT TO AMEND :-

This Article of Agreement, along with its Schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other Agreements, Allotment Letter, Correspondences, Arrangements whether written or oral, if any between the Parties in regard to the said Flat/Unit/Apartment. This Article of Agreement may only be amended through written consent of the Parties.

## 13) RESTRICTIONS ON PURCHASER/S :-

The Promoters/Developers and Builders has informed the Purchaser/s and the Purchaser/s is aware that the Purchase of the said premises shall be subject to all the following conditions:-

- a) The access to the individual flat shall be as per the sanctioned plan and/or revised plan from time to time.
- b) Construction of a loft and other civil changes done internally shall be at the risk and cost of the Purchaser/s who shall not damage the basic R.C.C. structure.



- c) The Construction of chimneys, hanging telephone and telex wires, electric connection, fax, teleprinter, computer devices which require external wiring cables, lines, dish antennas will not be permitted except in the form prescribed by The Promoters/Developers and Builders and his/her/its Architect in writing.
- d) The installation of any grills or any doors shall only be as per the form prescribed and The Promoters/Developers and Builders Architect.
- e) The residential flat shall be solely utilized for the purpose or residence only and no commercial activity of any kind would be permitted therein.
- f) The car parking area shall not be covered / enclosed under any circumstances.
- g) The Purchaser/s shall not join two adjacent flats and shall not demolish or cause to be demolished and is denied at any time to make any addition or alteration of whatsoever nature in or to the structure or construction of the said flat.
- h) The flat Purchaser/s shall not demand any change in the existing plans.
- i) In the event of The Promoters/Developers and Builders carrying out any work of additions and/or alterations as per instructions of the Flat Purchaser/s to keep The Promoters/Developers and Builders harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Promoters/Developers and Builders shall not be bound to obtain completion/occupation certificate as per such additions or alterations which work shall be done by the Flat Purchaser/s at his own costs and risk.
- j) All phase wise construction has been made and executed for the convenience of The Promoters/Developers and Builders. No separate fencing and/or gate will be allowed for separating any particular phase or building for whatsoever reason. All Purchaser/s s in all phase/s and building/s shall have free access to all other phases and building/s i.e. entire project.

**14) USE OF FSI/TDR/FAR :-**

It is hereby declared that all sanctioned plan/s has/have been shown to the Purchaser/s and the floor space index (FSI) available is shown in the said plan/s. The Promoters/Developers and Builders shall be entitled to use the present unutilized and/or additional built up area /FSI/TDR/land potential in respect of the said land in any other land by floating FSI and/or in the same land as and when the same is permitted either by way of construction of new buildings or extension of the buildings which are presently permitted. Likewise The Promoters/Developers and Builders shall also be entitled to use FSI pertaining to other land/s in this land as and when permitted by authority. In this Agreement, the word FSI or Floor Area Ratio as stated here in shall have the same meaning as understood by the Planning Authority under its relevant Building Regulations or Bye-laws. The residual F.A.R. (FSI), if any, not sanctioned at the time of commencement certificate issued in relation to the said land shall be available to The Promoters/Developers and Builders before or after conveyance to an Association of Apartment Owners of the said land and also by virtue of amendment/s of D.C. rules and / or F.S.I. made available by way of floating F.S.I. or by way of transferable development rights (TDR) of any other land may be utilized by The Promoters/Developers and Builders in the said land as they may



decide. The Purchaser/s has hereby given his/her/their irrevocable consent to The Promoters/Developers and Builders, who shall be entitled to revise the plans, get them sanctioned from Pimpri Chinchwad Municipal Corporation, construct the additional units, buildings permitted by Corporation and to allot/sell them to various persons. The Purchaser/s shall have no objection for the said new allottees to be admitted as members of the Association. The Association shall get the new transferees admitted as its members. Notwithstanding any thing contained in this Agreement The Promoters/Developers and Builders shall be entitled to utilize any balance and/or additional FSI and/or TDR/land potential as stated herein above on any open area and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the said land. The Promoters/Developers and Builders shall also be entitled to transfer or assign the said right/s to any other person. The said land and/or building/s shall be conveyed subject to such right, always being with The Promoters/Developers and Builders or his assigns.

It is also understood and agreed by and between the parties hereto that The Promoters/Developers and Builders or his assignees shall have right to construct flats on the top terrace against FSI of road widening area, FSI of internal roads, TDR or any other FSI.

In case the land or any portion of the said land is acquired by any authority before execution of the conveyance, then The Promoters/Developers and Builders alone shall be entitled to take compensation for the same or get F.S.I. /T.D.R. in lieu of compensation.

#### 15) RIGHT OF CONSTRUCTION LOAN :-

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

After The Promoters/Developers and Builders executes this Article of Agreement he/she/they/its shall not mortgage or create a charge on the said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such Flat.

#### 16) SPECIFICATIONS :-

The specifications of the Flat and the fixtures, fittings and the amenities to be provided by The Promoters/Developers and Builders to the said Flat or to the said building are described in the Annexure "IV" annexed hereto, and the Purchaser/s shall not be entitled to any extras. The Purchaser/s also agrees not to make any demand to change the plans annexed herewith. However, the same may be changed suitably by The Promoters/Developers and Builders depending on the availability of building materials and/or changes in Government policies or laws or rules for which changes the Unit Purchaser/s shall deemed to have given his consent. If the Purchaser/s wants any change in the amenities of the Flat, the said change can be effected by The Promoters/Developers and Builders if it is in accordance with the rules and regulations of the sanctioning authority and the same is suitable and convenient to be carried out by The Promoters/Developers and Builders. The Promoters/Developers and Builders shall not refund any amount





for deleting any items of specifications and/or amenities on request of the Purchaser/s.

#### 17) DEFINITION OF POSSESSION :-

Possession to the Purchaser/s means that the unit is complete in all respects as certified by the Architect of The Promoters/Developers and Builders. The certificate of the Architect authenticating the readiness of the unit for Possession will be treated as final. The construction activities of "Amenities and Facilities", "Recreational Activity Center", "Garden", "Lawns", "Play area" "Common Amenities", "Club House", "Gymnasium" (*if any provided by the Promoters/Developers and Builders for the said project*) and other Wings/Buildings will be in progress at the time of Possession. The Completion Certificate, water connection from Pimpri Chinchwad Municipal Corporation, M.S.E.C.D.L. meter may not be available. However The Promoters/Developers and Builders shall make necessary arrangements for Water and Electricity. The Promoters/Developers and Builders have agreed to hand over the possession of the said Flat as defined hereinabove on or before 30/09/2018.

That the Possession of the "Amenities and Facilities", "Recreational Activity Center", "Garden", "Lawns", "Play area" "Common Amenities", "Club House", "Gymnasium" (*if any provided by the Promoters/Developers and Builders for the said project*) shall be handed over by The Promoters/Developers and Builders after the completion of the entire project including all Wings/Buildings. That The Promoters/Developers and Builders shall handover the possession of the above mentioned Amenities after completion of the entire project including all Wings/Buildings and/or on or before 30/09/2018 whichever is earlier.

#### 18) DELAY IN POSSESSION :-

Provided that The Promoters/Developers and Builders shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of the building/s is delayed on account of:-

- i) Non-availability of steel, cement, other building material, water or electric supply.
- ii) War, Civil Commotion or act of God.
- iii) Any notice, order, rule, notification of the Government and / or other public or Competent Authority or any Decree / Order of any Court/tribunal/authority.
- iv) Any stay or injunction order from any Court.
- v) Pendency of any litigation.
- vi) Delay or default in payment of any installment or dues by the Flat Purchaser/s. (This is without prejudice to the right of The Promoters/Developers and Builders under "**PAYMENT INSTALLMENTS**" Clause, which is mentioned above).
- vii) Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
- viii) Any other circumstances beyond the control of The Promoters/Developers and Builders or force majeure.





- ix) Changes in any rules, regulations, bye laws of various statutory bodies and authorities from time to time affecting the development and the project.
- x) Delay in grant of any NOC/ permission/ license/ connection installment of any services such as elevators, electricity and water connections and meters to the scheme/ flat/ road etc. or completion certificate from any appropriate authority.

The Purchaser/s shall pay all necessary amounts, advances, deposits, service tax (if applicable) and other dues under this agreement and take possession of the said flat within 15 days from intimation by The Promoters/Developers and Builders. In the event of failure on the part of the Purchaser/s to pay all amounts due and take possession of the said flat, without any reasonable cause, The Promoters/Developers and Builders shall be entitled, without prejudice to any other remedy available under this agreement or any enactment, and after giving a prior notice of 60 days, to terminate the said agreement and sell the said flat to any other person entirely at the risk as to cost and consequences of the Purchaser/s.

#### 19) COMPENSATION IN CASE OF DELAY IN POSSESSION :-

In case The Promoters/Developers and Builders fails or neglects to handover the Possession within the time specified in above clause then The Promoters/Developers and Builders agrees to pay compensation to the Purchaser/s of Rs. 5,000/- (Rupees Five Thousand Only) per month for 1 BHK Flat/Unit and Rs. 7,000/- (Rupees Seven Thousand Only) per month for 2 BHK Flat/Unit and Rs. 10,000/- (Rupees Ten Thousand Only) per month for 3 BHK Flat/Unit for the delayed period subject to the Purchaser/s fulfilling all the obligations of this Agreement by making all the payments on time whenever was demanded by The Promoters/Developers and Builders. Such compensation shall be payable by The Promoters/Developers and Builders subject to all the payments made by the Purchaser/s within 10 days from the date of the demand letter sent to the Purchaser/s as per the payment schedule mentioned hereinabove. Also the Purchaser/s shall sign and deliver all the necessary Bonds, Undertakings, Affidavits, Receipts etc., in respect to any such present and future payments, dues, fees, etc within 10 days from the demand made by The Promoters/Developers and Builders. Such compensation, if applicable, will be paid by The Promoters/Developers and Builders for the period starting after the 30/09/2018 till intimation to the Purchaser/s is given by The Promoters/Developers and Builders about the readiness of the Flat/Unit.

#### 20) EXECUTION OF DOCUMENTS BY THE PURCHASER/S :-

At the time of delivery of possession of the said Flat, the Purchaser/s shall execute such other documents such as Possession Receipt, Indemnity Bond, Declaration, Undertaking etc., as might be required by The Promoters/Developers and Builders. On completion of the construction of the said Flat all the risk relating to or touching the or in respect of the said Flat, shall exclusively be of the Purchaser/s.

#### 21) FAILURE TO TAKE POSSESSION :-

The unit Purchaser/s shall take the possession of unit within 7 days of The Promoters/Developers and Builders giving written intimation to the Unit Purchaser/s that the said unit is ready for use and occupation provided however that the Purchaser/s has observed and complied with the all the terms and conditions of this agreement and paid the amount of consideration and other dues as mentioned herein. In failure of the Purchaser/s, to take possession accordingly without any reasonable cause, The Promoters/Developers and Builders shall be



entitled, without prejudice to any other remedy available under this agreement or enactment, to put the said flat to the sale/disposal entirely at the risk as to cost and consequences of the Purchaser/s and shall be entitled to recover the amount due under this agreement from such proceeds. The Promoters/Developers and Builders shall be entitled to recover from the Purchaser/s such balance amount due together with the interest, remaining even after deducting the said amount of proceeds, under this agreement, the decision of The Promoters/Developers and Builders as to reasonability of such cause, contemplated herein, as might be put forth by the Purchaser/s, shall be final and shall be binding on the Purchaser/s.

**22) OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY :-**

It is hereby agreed that subject to the terms of this agreement, the Purchaser/s shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the local authority, State and/or Central government including Environment Dept. etc. at the time of sanctioning of the plans or at the time of granting completion certificate. The Purchaser/s shall not be entitled to claim possession of the said flat until the completion certificate in respect of the said flat is received from the Pimpri Chinchwad Municipal Corporation and the Purchaser/s pays all dues, advances, deposits, etc. payable under this agreement in respect of the said flat to The Promoters/Developers and Builders and has signed the possession documents, bonds, receipts, etc. After receipt of the completion certificate from Pimpri Chinchwad Municipal Corporation The Promoters/Developers and Builders shall be absolved from or any liability in case any addition and/or alteration to the Flat/building by the Purchaser/s, any damage to the building by accident, any tampering with the geometrical sections of the building, lack of maintenance by the Purchasers/association, any event of force majeure and any act of God.

**23) CONVEYANCE :-**

After completion of the construction work and sale of all the building/s in the project on the said land, a separate Association of Apartment Owners / Co-operative Society or Limited Company including the bye laws of the proposed Association of Apartment's Owners / Co-operative Society or Limited Company of the project shall be formed and if required by The Promoters/Developers and Builders the Purchaser/s shall sign all necessary documents. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and or Article of Association if the same are required to be made by The Promoters/Developers and Builders as per their commitments to various persons, Registrar of Co-operative Societies or the Registrar of the Companies, as the case may be, or any other Competent Authority. This condition is the essence of the agreement.

Unless prevented by the circumstances beyond the control of the Consenting Party and The Promoters/Developers and Builders, it is agreed that the said land along with the building/s constructed or to be constructed thereon, shall be subjected to the provisions of Maharashtra Apartment ownership Act, 1970 or any other law for the time being in force and the flat will be conveyed by the consenting party and The Promoters/Developers and Builders herein after

- a. Obtaining the full and final completion certificate in respect of the entire project in the layout of the entire scheme and utilization of entire FSI and TDR/land potential permissible to be utilized on the entire said land as per development control rules of Pimpri Chinchwad Municipal Corporation (irrespective of previous sanction or not of FSI)
- b. Sale of all flats in all building/s in the layout of the scheme



- c. Acceptance of the draft of Deed of Declaration and Deed of Apartment by the Owner and The Promoters/Developers and Builders by their mutual consent and
- d. After receiving the entire amount & all dues from all the Purchaser/s including maintenance charges, outgoings, stamp duty, registration fees, service tax ( if payable) etc. by all Purchaser/s whichever is later and this agreement itself is a Declaration by the Purchaser/s as provided under Maharashtra Apartment Ownership Act, 1970 read with Maharashtra Apartment Ownership Rules 1972 thereby submitting their flats to the provisions of the said act.

Such conveyance and/or Declaration u/s 2 of the Maharashtra Apartment Ownership Act, 1970 shall be subject to exclusive, limited common rights of the flat Purchaser/s and commitments of The Owner / Promoters, Developers and Builders. The Promoters/Developers and Builders shall be entitled to amend/frame the bye laws, rules, etc. of the Association/Co-operative Society or Limited Company as per terms of this agreement and also with a view to maintain decorum, beautification of the buildings, open grounds and common amenities, etc. The Promoters/Developers and Builders in its absolute discretion and at its option may execute and register such conveyance even before the aforesaid stipulated period.

The Promoters/Developers and Builders shall/has retained his rights in regards to utilization, construction and sale of all or any residual FSI, floating FSI, TDR and land potential allowed and available to be utilized on the said land or any other land. The Promoters/Developers and Builders shall at his own discretion choose to be a part of the Association/Co-operative Society/ Limited Company for the said purpose. The Promoters/Developers and Builders shall also be at liberty to transfer this right to any person/ organization/ body etc. and the Purchaser/s in his individual capacity and as a member of the Association/Co-operative Society/ Limited Company to be formed shall not object to the same and thereby gives his/her/their consent to the same.

The Promoters/Developers and Builders have absolute authority to form either Association of Apartment or Co-operative Housing Society or a Limited Company. That it shall be the absolute discretion of The Promoters/Developers and Builders for the same. And the Purchaser/s in his individual capacity or member of the said Association or Society or Limited Company shall not object for the same and thereby gives his/her/their/its consent for the said formation.

#### **24) DEFECT LIABILITY :-**

If within Five years from the date of obtaining/handing over the flat to the Purchaser/s, the Purchaser/s brings to the notice of The Promoters/Developers and Builders any defect in the said flat and/or building in which the said flat is situated or the material used therein in the construction of the said building, then, wherever possible such defects will be rectified by The Promoters/Developers and Builders at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from The Promoters/Developers and Builders reasonable charges for repairs of the same by the third party for such defect. The word defect here means only the manufacturing defects caused on account of willful neglect on part of The Promoters/Developers and Builders and shall not mean defects caused by normal wear and tear, negligent use of flat by the Purchaser/s, vagaries of nature etc. However if the Purchaser/s brings to the notice of The Promoters/Developers and Builders that any crack has been emerged on the Wall or Plaster (*Internal Or External Wall/Plaster*) of the said Flat then in that event such defect shall not be considered as the manufacturing defect and the same would have to be rectified by the Purchaser/s on his own cost and the



Purchaser/s shall not create any dispute with The Promoters/Developers and Builders in that regard.

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

That it shall be the responsibility of the Purchaser/s to maintain his/their unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his/their flat are regularly filled with white cement/epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the The Promoters/Developers and Builders to the Purchaser/s ends before the defects liability period and such warranties are covered under the maintenance of the said Flat/Unit/Building/Phase/Wing, and if the annual maintenance contracts are not done/renewed by the Purchaser/s, The Promoters/Developers and Builders shall not be responsible for any defects occurring due to the same

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.

That the Purchaser/s has been made aware and that the Purchaser/s expressly agrees that the regular wear and tear of the Flat/Unit/ Building/Phase/Wing which 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.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the Flat/Unit/ Building/Phase/Wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

## **25) ALLOTMENT OF PARKING SPACE :-**

That the Allotment of the any Parking Space shall be done as per first come first allot basis only of the choice of the respective Purchaser/s. That the Purchaser/s shall not have any right to challenge the allotment of any Parking space to any other Purchaser/s by the Promoters/Developers and Builders. That



furthermore the Purchaser/s shall not create any nuisance or dispute with other Purchaser/s or the Promoters/Developers and Builders regarding the Allotment of the any Parking Space.

Further, The Purchaser/s herein indemnifies The Promoters/ Developers and Builders from any dispute regarding the parking of vehicle in the future. That in the future or after the formation of Association of Apartment's Owners / Co-operative Society / Limited Company / Federation / Apex body etc., if any dispute regarding the Parking Space of any Purchaser/s arises then in that event the Purchaser/s shall clear the dispute by way of mutual understanding between the other member of the said Association of Apartment's Owners / Co-operative Society / Limited Company / Federation / Apex body etc., and The Promoters/Developers and Builders will not be involved to resolve the said dispute. And the Purchaser/s also gives his/ her/ their/ its assurance to The Promoters/ Developers and Builders that he/ she/ they/ it will not challenge allotment of any Open Parking space to any other Purchaser/s.

#### **26) USE OF SAID FLAT :-**

The Purchaser/s shall use the said flat and every part thereof and/or permit the same to be used only for the purpose of Residence. He / She / They / Its shall use the parking space only for the purpose of parking the Flat Purchaser/s own vehicle/s.

#### **27) ESCALATION IN COST OF FLAT :-**

That the total Price 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 Promoters/Developers and Builders undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., The Promoters/Developers and Builders 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 Purchaser/s, which shall only be applicable on subsequent payments.

That The Promoters/Developers and Builders may charge the Purchaser/s separately for any upgradation/ changes specifically requested or approved by the Purchaser/s in fittings, fixtures and specifications and any other facility which have been done on the Purchaser/s request or approval but which have not been agreed upon herein or as shown in the website of the Registered Authority.

#### **28) RESTRICTED AREAS AND FACILITIES :-**

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

It is hereby agreed that the areas mentioned in Schedule – III shall be the common areas and facilities and The Promoters/Developers and Builders shall be entitled to declare all other areas as restricted or reserved areas and facilities and/or alienate and dispose off other areas and facilities in such manner as The Promoters/Developers and Builders thinks fit.





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

The Purchaser/s shall have no claim save and except in respect of the said flat hereby agreed to be sold in to him/her/them/its and all common amenities, areas and facilities as described in Schedule III herein below will remain the property of The Promoters/Developers and Builders until the said land and building/s is/are transferred to an Association of Apartment Owners. Significant risks and rewards of ownership and effective control of flat shall be deemed to have been transferred on delivery of possession though ownership and effective control of scheme shall remain with The Promoters/Developers and Builders.

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

#### **29) SPECIAL COVENANTS :-**

Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat or the said land and building/s or any part thereof. The Purchaser/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 common amenities, areas and facilities as described in schedule III herein below will remain the property of The Promoters/Developers and Builders until the said building/s is/are transferred to the Association of Apartment owners as herein before mentioned. Significant risks and rewards of ownership and effective control of the flat shall be deemed to have been transferred on delivery of possession though ownership and effective control of scheme shall remain with The Promoters/Developers and Builders.

It is hereby made clear that The Promoters/Developers and Builders shall be entitled to use the marginal open spaces as an access for any another building, land and allow such access to any other person/s and the Purchaser/s herein or the organization in which he will become a member and shall be absolved from objecting to the said use by The Promoters/Developers and Builders or its nominee/s or assignee/s and the flat shall be conveyed subject to the said right of The Promoters/Developers and Builders and this condition is also the essence of this agreement.

After the possession of the flat/ premises/ building is handed over or after getting the completion certificate of the building by concerned local authority if any work thereafter is required to be carried out by the Govt. or Municipal Corporation or any statutory authority, the same shall be carried out by the Purchaser/s in cooperation with the Purchaser/s of the other flats in the said building at their own costs and The Promoters/Developers and Builders shall not be in any manner liable or responsible for the same.

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





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

**30) REPRESENTATION :-**

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

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

**31) MAINTAINENCE :-**

The monthly maintenance will start from the date of intimation letter given to the Purchaser/s that Possession for Interior is ready OR Purchaser/s takes the possession for interiors, OR from the date of Completion certificate by the local authority, whichever is earlier. The Flat Purchaser/s shall be liable to bear and pay the monthly maintenance as per the proportionate share (i.e. in proportion to the floor area of the flat/s or in lump-sum monthly amount) of outgoings in respect of the said land and building/buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, Water charges, Insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the Management and maintenance of the said land and building/s. Until the Association of Apartment Owners is formed and registered and the said land and building/s or the administration of the building/s is handed over or transferred to it, the Flat Purchaser/s further agrees that till the flat Purchaser/s share is so determined the flat Purchaser/s herein shall pay to The Promoters/Developers and Builders or to such person as may be nominated by The Promoters/Developers and Builders provisional monthly contribution of Rs. 3.00 (Three Rupees Only) per square foot per month of carpet area including the balcony/terrace area towards the outgoings. The amounts so paid by the flat purchaser/s shall not carry any interest and remain with The Promoters/Developers and Builders or the concerned person as the case may be until a conveyance is executed in favour of the unit Purchaser/s as aforesaid. During the continuance of the scheme the maintenance charges paid by the Purchaser/s after occupying the flat agreed to be sold to him or interest accrued from the deposit paid by him is never sufficient to cover the expenses of maintenance of the common areas and facilities since there are some unsold apartments from whom charges cannot be collected. If any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the Flat Purchaser/s to The Promoters/Developers and Builders or



concerned person prior to the final conveyance deed as aforesaid. The flat purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

That the Maintenance charges shall include but not be restricted to following items for which it is to be utilized :-

- a) Maintenance contracts of lifts, generators, Sewage Treatment plant (STP), pumping system, water pumps, CCTV cameras, Organic Waste Converter (OWC), Tank cleanings, Fire Fighting Equipment's, PV solar System, intercom. (whatever of the said are installed or provided.)
- b) Running cost of all the equipments and instruments above (except the cost of electricity generator supply to individual Association of Apartment Owners / Co-operative Society or Limited Company, which would be payable by the Purchaser/s thereof in equal share together with other Purchaser/s in the concerned building)
- c) Common electricity bills for common area of buildings and common areas of the Association of Apartment Owners / Co-operative Society or Limited Company.
- d) Housekeeping and cleanliness Charges, Security charges, Gardening charges, Pest control expenses, Fire Fighting certification Charges, Elevator repairs & maintenance contracts along with lift inspection charges.
- e) Expenses of water as may be required to be purchased from private sources and all other related expenses
- f) Running expenses for clubhouse, (Gym) and play grounds and equipment's thereof (*if any provided by the Promoters/Developers and Builders for the said project*).
- g) Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses.
- h) Non agricultural taxes if any applicable and any other similar taxes.
- i) Expenses incurred for maintenance of common service lines & replacements of electric switches /light points.
- j) Operational and electricity charges for the sewage treatment plant for the Association of Apartment Owners / Co-operative Society or Limited Company.
- k) Environment clearance fees and Property tax for Club House.
- a) Repairs of the building for leakages, seepage to the property or any part thereof.
- l) Wear and tear charges.

It is agreed between the parties that the above maintenance amount shall not include the list mentioned below, and the Purchaser/s and/or the Association of Apartment Owners / Co-operative Society or Limited Company either individually or through any appointed agency, shall have to bear the following expenses, entirely from separate contribution other than the maintenance amount



made by the Purchaser/s or which may be adjusted by the promoter from the same if not paid by the Purchaser/s.

- a)** Association of Apartment Owners / Co-operative Society or Limited Company and managing committee administration.
- b)** Insurance for building/ Apartments/ equipments/ machinery, towards theft, fire etc. and any other such expenses.
- c)** Sinking fund.
- d)** Property taxes of individual / Apartments and common amenities etc.
- e)** Any other taxes, levies, cess etc. of the property.
- f)** Any other statutory charges.

The Purchaser/s has been informed that certain services such as STP, Solar System, Club House are common to the entire layout and therefore until they are operated at the designated capacity and sufficient occupancy is reached, there may be variations in the performance of such services. In case there is any maintenance arising due to such variations such shall be covered from the common maintenance fund.

The Purchaser/s has understood the entire scheme of maintenance in detail. The Purchaser/s admits and agrees to the same, so that the maintenance of the entire building or the project is not hampered in any way due to lack of or non payment by the Purchaser/s.

It is also understood that this shall not preclude such Association of Apartment Owners / Co-operative Society or Limited Company or The Promoters/Developers and Builders, from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Purchaser/s, provided the decision to that effect is duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Purchaser/s.

Such Association of Apartment Owners / Co-operative Society or Limited Company or The Promoters/Developers and Builders shall be entitled to claim interest, on the arrears of such charges from the defaulting Purchaser/s, without prejudice to the other rights and powers of The Promoters/Developers and Builders / Association of Apartment Owners / Co-operative Society or Limited Company.

Without prejudice to and notwithstanding anything contained above, in the event of The Promoters/Developers and Builders and/or Association of Apartment Owners / Co-operative Society or Limited Company of Purchaser/s after entrustment of common maintenance by The Promoters/Developers and Builders to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Purchaser/s shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by The Promoters/Developers and Builders and/or Association of Apartment Owners / Co-operative Society or Limited Company and/or federal/Apex body, as the case may be.

The entire operations and maintenance of the buildings and or the common amenities is being carried out either by The Promoters/Developers and Builders or the Association of Apartment Owners / Co-operative Society or Limited Company on behalf of the Purchaser/s and for the benefit of the residential community as a



whole. Under no circumstances and no grounds the Purchaser/s shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of this agreement, entitling The Promoters/Developers and Builders to terminate this agreement, without prejudice to other remedies available to The Promoters/Developers and Builders in law including recovery of the said amount together with interest at the rate of 2% per month. Outstanding amount shall remain as a charge on the said Flat/Unit/Apartment.

That to avoid any doubts it is agreed and understood by the Purchaser/s, that the above mentioned maintenance amount is calculated and worked out on the basis of the present market conditions, and if for any reason in future, on the account of exhausting of the said maintenance charges/funds and or due to any exigencies, additional amounts are required to be contributed for the maintenance charges, the Purchaser/s agrees that he/she/they shall be bound to contribute and pay to The Promoters/Developers and Builders or the formed Association of Apartment Owners / Co-operative Society or Limited Company the applicable proportionate amounts in that behalf as shall be demanded by The Promoters/Developers and Builders and or the agency carrying out the maintenance. It is further agreed upon that the Purchaser/s formed body etc shall reimburse to The Promoters/Developers and Builders the proportionate common maintenance expenses in the event if the same is in excess of the aforesaid amount and shall keep indemnified The Promoters/Developers and Builders herein.

The Promoters/Developers and Builders at its discretion shall be entitled to recover in advance Twelve (12) months contribution of Rs. 3.00 (Three Rupees Only) per square foot of carpet area including the balcony/terrace area towards the outgoings from the Flat Purchaser/s prior to delivery of possession of the said Flat. The Flat Purchaser/s herein has specifically agreed to pay his contribution for running and maintaining the lifts/elevators (if provided in the said building) irrespective of the floor on which the flat is located and also irrespective of the use of the lifts/elevators by the Flat Purchaser/s. The Promoters/Developers and Builders are not liable to give any account of the expenses incurred for the aforesaid purposes.

The Promoters/Developers and Builders at its discretion and option shall be entitled to enter into agreement with any person / company / agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof. Even after formation of Association the Purchaser/s and Association shall be bound by the said contract.

### **32) CONDITIONS FOR, USE, MAINTAINENCE :-**

The Purchaser/s for himself/herself/themselves with intention to bring all persons into whosoever hands doth hereby covenant with The Promoters/Developers and Builders for the said flat and also for the building in which the said flat is situated as follows:-

- a) To maintain the flat at Purchaser/s own cost in good tenantable repair and condition from the date of possession and shall not do or suffer to be done anything in or to the building/s, staircase or any passage which may be against the rules regulations or bye-laws of concerned local or any other authority or change / alter or make addition in or to the building/s in which the flat is situated and the flat itself or any part thereof.
- b) Not to store in the flat / building/s / surrounding area any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building/s or storing of which goods is objected to by the concerned local or other



authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of building/s, including entrances of building/s and in case any damage is caused to the building/s or the flat on account of negligence or default of the Purchaser/s shall solely be liable for the consequences of such breach.

- c)** To carry at his own cost all internal repairs to the said flat and maintain the flat in the same condition, state and order in which it was delivered by The Promoters/Developers and Builders to the Purchaser/s and shall not do or suffer to be done anything in or to the building or the flat violating any rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d)** Not to demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition to or alteration of whatsoever nature in or to the elevation and outside colour scheme of the building and shall keep the sewers, drains, pipes in the flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building shall not chisel or any other manner damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the flat or construct additional walls or structures in the flat without the prior written permission of the Promote or an Association of Apartment Owners as the case may be.
- e)** Not to make any changes in elevation such as enclosures in terraces, dry balconies, addition of grills etc. and installations of dish antenna's without the permission of The Promoters/Developers and Builders.
- f)** Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land, building/s and/or flat is situated or any part thereof or whereby any increased premium shall become payable in respect of insurance.
- g)** 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 building in which the flat is situated
- h)** Not to dry or hang clothes in the terrace/balconies.
- i)** Pay to The Promoters/Developers and Builders within seven days from demand by The Promoters/Developers and Builders, his share of security deposit and expenses demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the accommodation is situated.
- j)** To bear local taxes, NA taxes, water charges, insurance and such other levies, if any, from the date of completion certificate in respect of the said flat and also any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of permitted change of user of the said flat by the Purchaser/s.





- k)** The Purchaser/s shall not let, sub-let, transfer, assign or part with his/her/their interest or benefit occurring from this Agreement or part with the possession of the flat until all the dues payable by the Purchaser/s to The Promoters/Developers and Builders under the terms and conditions stated herein are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has intimated in writing to The Promoters/Developers and Builders and obtained prior written permission from The Promoters/Developers and Builders and paid necessary administration charges to The Promoters/Developers and Builders, etc.
- l)** The Purchaser/s shall observe and perform all the rules and regulations and byelaws which the Association of Apartment Owners 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, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment Owners regarding the occupation and use of the 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.
- m)** The Purchaser/s shall permit The Promoters/Developers and Builders and their surveyors and agents, workmen and others, at all reasonable times, to enter into and upon the said land and building/s or any part thereof to view and examine the state and condition thereof. The Promoters/Developers and Builders shall have such right to enter into and upon the said land/building/flat even after the Purchaser/s is put into possession of the said flat during the statutory defect liability period.
- n)** The Purchaser/s is hereby prohibited from altering, obstructing the external and internal structure of the building constructed as per the sanctioned plan.
- o)** It is specifically understood that the matters related to service providers such as security services, managerial services & other service appointed by The Promoters/Developers and Builders for the Association of Owners is entirely the responsibility & liability of the Association. The Apartment Association has to handle all the financial and other matters with such service providers and The Promoters/Developers and Builders shall not be financially liable towards the Association and/ or the service providers
- p)** The areas described in the Schedule III hereto state common areas and facilities and which shall be for the more beneficial use and enjoyment in common with other Purchaser/s. The Purchaser/s shall have no exclusive claim whatsoever in the same including all lobbies, staircases, lifts, which will always remain the property of the association and the same shall be for the common use for of all the flat Purchaser/s.
- q)** Nothing contained in THESE PRESENTS shall be construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or upon the said land or the said building/s to be constructed thereon or in any part thereof. Such confirmation shall take place only



upon the execution of the conveyance mentioned herein in favour of the Purchaser/s.

- r) As The Promoters/Developers and Builders will be applying to the concerned authorities for giving separate water connections for buildings and electricity meters and connections for the said flat of the Purchaser/s, if there is delay in obtaining the water and electricity connections from the concerned department then in that case The Promoters/Developers and Builders may provide electrical connections / water supply /power supply/ generator supply through any other temporary arrangements because of which if there is any improper / in sufficient/ irregular supply of water / electricity The Promoters/Developers and Builders shall not be held responsible for the same and the Purchaser/s hereby consents for any temporary arrangement that may be made in the said interim period. The Purchaser/s shall pay for the proportionate charges as demanded, determined and decided by The Promoters/Developers and Builders and service tax ( if applicable) thereon. Until receipt of this amount from the Purchaser/s, The Promoters/Developers and Builders shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Purchaser/s for the above from the outgoings /maintenance charges for which the Purchaser/s hereby gives his consent. The Promoters/Developers and Builders are entitled to demand charges for such temporary arrangement in advance, for 12 months, before giving possession of the said flat.
- s) Till a separate electric meter or a water meter is installed/allotted by the MSECDL / Pimpri Chinchwad Municipal Corporation and any other authority, the Purchaser/s herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her flat.
- t) Notwithstanding the contents of *THESE PRESENTS* the Purchaser/s shall pay the amount of Taxes of Pimpri Chinchwad Municipal Corporation, MSECDL Charges, Water Charges and any other Charges of the Said Flat prior to the possession of the same. That the Purchaser/s has no right to withhold such amounts of the concerned Authorities and The Promoters/Developers and Builders shall have absolute right to withhold the Possession of the concerned Flat until the clearance of the such amount by the Purchaser/s.

### 33) NO GRANT TILL CONVEYANCE :-

Nothing contained in this Agreement is intended to be or shall be constructed as a grant, demise or assignment in law of the said Units or the said Plot and Building or any part thereof. The Unit Purchaser/s shall have no claim save and except in respect of the Unit hereby expressly in writing agreed to be sold to him and all open spaces, parking spaces, lobbies, roads, staircases, terraces, recreation spaces etc. Unless specifically allocated to any person/s in writing will remain the property of The Promoters/Developers and Builders until the said land and building is transferred to the Society / Apartment / Condominium or Limited company as herein before mentioned.

### 34) WAIVER :-

Any delay tolerated or indulgence shown or omission on the part of The Promoters/Developers and Builders in enforcing the terms of this Agreement, or any forbearance or giving of time to the Purchaser/s by The Promoters/Developers



and Builders shall not be construed as the waiver on the part of The Promoters/Developers and Builders of any breach or non-compliance of any of the terms and conditions, by the Purchaser/s nor shall the same in any manner prejudice the rights of The Promoters/Developers and Builders.

**35) REGISTRATION :-**

The Purchaser/s shall present this Agreement duly stamped at the proper registration office for registration within the time limit prescribed by the Registration Act and The Promoters/Developers and Builders will attend such office and admit execution thereof.

The original of this agreement is given to the Purchaser/s. The Purchaser/s shall present this agreement as well as any other deeds, documents etc. which are to be executed by the party hereto in pursuance of this present, at the proper registration office for registration within four months from the date of execution of this agreement and on intimation thereof by Purchaser/s The Promoters/Developers and Builders will attend such office and admit execution thereof The Promoters/Developers and Builders shall not be responsible if the Purchaser/s fails to register the agreement as mentioned above.

That the Purchaser/s has satisfied himself / herself / themselves / itself about the clear and marketable title of The Promoters/Developers and Builders. That The Promoters/Developers and Builders has also given inspection of all documents to the Purchaser/s and Purchaser/s has verified all the documents and satisfied about the same. The Purchaser/s has carried out the search and investigated the title by appointing his / her/ their /its own independent Advocate in regards to Promoters & Developers / Builder's title, interest, building plans, and Governmental and Semi Governmental Orders, etc. The Purchaser/s having acquainted and satisfied himself / herself / themselves / itself with all the facts and nature of right of the Promoters & Developers / Builders and has / have / itself entered into this Agreement. That the Promoters & Developers / Builders has already handed over all the relevant Documents, Plan, Specifications, All Orders, All Certificates etc., regarding their title to the Purchaser/s. That as per the instructions of the Purchaser/s the Promoters & Developers / Builders have annexed relevant documents herewith. That however if any documents as per any law has been missed to be annexed herewith then in that case the Purchaser/s shall not raise any objection in that regard as the Purchaser/s already has all the relevant documents with himself / herself / themselves / itself.

**36) SERVICE OF NOTICES :-**

That all the notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D./ Under Certificate of Posting/ Emails/ Electronics Communication/ Courier of Posting at his / her / their Address specified in the title of this Agreement or at the Address intimated in writing by the Purchaser/s after execution of this Agreement.

That it shall be the duty of the Purchaser/s to inform The Promoters/Developers and Builders any change in the Address subsequent to the execution of this Article of Agreement in the Address specified in the title by way of Registered Post failing which all communication and letters posted at the address mentioned in the title shall be deemed to have been received by the Purchaser/s.

That any communications with The Promoters/Developers and Builders shall be made at the address of the construction site of the said project and after the completion of the said construction the correspondence shall be made at the



Partnership Firm/ Company/ Ltd., Company/ Proprietorship Firm Office Address of The Promoters/Developers and Builders.

**37) USE OF TERRACES & OPEN SPACES :-**

It is also understood by and between the parties here to that the terrace space or open space in front of or adjacent to the Flat/ Unit/s in the said building, if any, shall not be enclosed by the Flat/ Unit/s Purchaser/s till the permission in writing is obtained from the concerned local Authority and The Promoters/Developers and Builders or the society, or the Limited Company as the case may be. Unless otherwise provided in this agreement, and not withstanding any oral dialogue such terrace or open space or road rights shall not vest in the Purchaser/s till the specific & exclusive rights of that particular terrace or open space have been allocated to him / her / them / it under this agreement in written. The terraces and spaces specifically allotted to the particular Flat/ Unit/s holder shall exclusively used by the concerned Flat/ Unit/s holder and the same shall be a restricted area for any other Flat/ Unit/s Holder.

All unallotted terraces/spaces etc. shall remain exclusively owned by The Promoters/Developers and Builders unless specifically allotted in writing to any Flat/ Unit/s Purchaser/s and the Flat/ Unit/s Purchaser/s shall not object and consent to The Promoters/Developers and Builders for using the same in any manner as they may deem fit.

**38) RIGHTS TO DISPOSE OF PREMISES CONSTRUCTED ON TERRACE :-**

The terrace on the building and/ or attached to any Flat/ Unit/s or premises which are not exclusively allotted to any particular Purchaser/s shall always belong to The Promoters/Developers and Builders and they shall be entitled to dearth, and dispose off the same in such manner as he may deem fit. In the event of The Promoters/Developers and Builders obtaining permission from the Municipal Corporation or any other competent Authority for construction of any type of premises on the terrace, then The Promoters/Developers and Builders shall be entitled to deal with and dispose off in any manner whatsoever such premises constructed by them to such person or persons or parties at such rate and on such terms and condition as The Promoters/Developers and Builders may deem fit. The Promoters/Developers and Builders shall be entitled in that event to allot the entire terrace to the buyers of the premises that may be constructed on the terrace as its member/s. In the event of any water storage tank being constructed on the terrace of the said building or lifts being installed for the benefit and use of the various holders of Unit or other premises then the Society shall be entitled to depute its representatives the tanks and lifts at all reasonable time as may be mutually agreed to between The Promoters/Developers and Builders and the buyers of terrace premises.

**39) PROMOTERS TO HAVE CHARGE TILL ALL AMOUNTS PAID :-**

That The Promoters/Developers and Builders shall have necessary First lien and first charge on the Unit for all the amounts that the Purchaser/s is liable to pay to them under this agreement and The Promoters/Developers and Builders shall be entitled to recover and receive the same from the Purchaser/s and shall be entitled to withhold giving possession subject to the payment thereof and of the other liabilities relating to taxation or otherwise.

**40) SEVERABILITY :-**

If any provision of the Article of Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed



amended or deleted in so far as reasonably inconsistent with the purpose of this Article of 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.

**41) GOVERNING LAW :-**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the law of India for the time being in force.

**42) DISPUTE RESOLUTION :-**

The parties hereby agree that in the event of there being any dispute by and between the parties hereto in respect of interpretation of any of the terms and conditions herein contained as also in respect of any matter arising out of and/or touching upon these presents, and/or in regard to the carrying out of this Agreement, then the said dispute shall be settled amicably. In case of failure to settle the dispute amicably, the said matter shall be referred to the Hon'ble Competent Authority under the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

This Article of Agreement shall be governed by the laws of India for the time being in force and the Hon'ble Courts of Pune shall have exclusive jurisdiction to try and entertain the dispute/s arising out of these presents.

**43) STAMP DUTY AND REGISTRATION FEES :-**

The consideration of the said agreement between The Promoters/Developers and Builders and the Purchaser/s herein is as per the prevailing market rate in the subject locality. This agreement is executed by the parties hereto under the Maharashtra Ownership Flats Act, 1963 and the stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule-1, Article 25 or 25 (d). the Purchaser/s herein has paid requisite stamp duty and shall pay appropriate registration fees and expenses. The parties hereto shall be entitled to get the aforesaid stamp duty, adjusted, leviable on the conveyance, which is to be executed by The Promoters/Developers and Builders and the Owners/ Consenting Party herein in favour of the Purchaser/s herein. If any additional stamp duty or other charges are required to be paid at the time of conveyance the same shall be paid by the Purchaser/s. The Purchaser/s herein has agreed to purchase the said flat as on investor as laid down in Article 5(2) or 5(g-a)(ii) of the Bombay Stamp Act 1958 & hence it is entitled to adjust the stamp duty to the agreement against the duty payable to the agreement by the Purchaser/s herein to the subsequent Purchaser/s as per provision of the said clause Article 5(2) or 5(g-a)(ii).

**44) REGISTRATION UNDER THE REAL ESTATE (REGULATION & DEVELOPMENT) ACT, 2016 :-**

That "The Real Estate (Regulation & Development) Act, 2016" has come into force since 01/05/2017. Since "VISION'S INDRADHANU PHASE - II" is an ongoing project, The Promoters/Developers and Builders will register the same with the Authority within the stipulated period of time and in accordance with rules published on 20/04/2017 by the Housing Department, Government of Maharashtra.

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**DECLARATION BY PURCHASER/S**

The Purchaser/s declares that he/she/they/it has read the Agreement/got translated the same and fully understood the contents of the Agreement. That the Purchaser/s further agrees and assures that he/she/they/it will comply and abide by all the mutual terms and conditions stated in this agreement and thereafter same have been executed by all the parties and Purchaser/s has/have received the stamped copy of this agreement.

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PURCHASER/S

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PURCHASER/S

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**SCHEDULE - 'I'**  
**OF THE PROPERTY**

**SCHEDULE "A" OF THE PROPERTY**

All that piece and parcel of the Property bearing Gat No. 510 having total admeasuring area of 00 H. 09 Ares out of area admeasuring 00 H. 04 Ares which is assessed at Rs. 0.19 Paise situated at Village Chikhali Taluka Haveli, District Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the Jurisdiction of Sub-Registrar Haveli, Dist. Pune which is bounded as under :-

|                     |    |                                         |
|---------------------|----|-----------------------------------------|
| On or towards East  | :- | 24 Mtrs. D.P. Road.                     |
| On or towards West  | :- | Property of Gat No. 512.                |
| On or towards South | :- | Property of Gat No. 508,509, 511 & 512. |
| On or towards North | :- | Remaining Property of Gat No. 510.      |

Along with all right of apparent things thereto.

**SCHEDULE "B" OF THE PROPERTY**

All that piece and parcel of the Property bearing Gat No. 511 having total admeasuring area of 00 H. 17 Ares out of area admeasuring 00 H. 9.68 Ares which is assessed at Rs. 0.53 Paise situated at Village Chikhali Taluka Haveli, District Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the Jurisdiction of Sub-Registrar Haveli, Dist. Pune which is bounded as under :-

|                     |    |                          |
|---------------------|----|--------------------------|
| On or towards East  | :- | Property of Gat No. 509. |
| On or towards West  | :- | Property of Gat No. 512. |
| On or towards South | :- | Property of Gat No. 524. |
| On or towards North | :- | Property of Gat No. 510. |

Along with all right of apparent things thereto.

**SCHEDULE "C-I" OF THE PROPERTY**

All that piece and parcel of the Property bearing Gat No. 512 having admeasuring area of 00 H. 59 Ares Plus Potkharaba admeasuring area of 00 H. 1 Ares having total admeasuring area of 00 H. 60 Ares out of area admeasuring 00 H. 40 Ares which is assessed at Rs. 1.94 Paise situated at Village Chikhali Taluka Haveli, District Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the Jurisdiction of Sub-Registrar Haveli, Dist. Pune which is bounded as under :-

|                     |    |                                    |
|---------------------|----|------------------------------------|
| On or towards East  | :- | Property of Gat No. 511.           |
| On or towards West  | :- | Property of Gat No. 514 & 513.     |
| On or towards South | :- | Property of Gat No. 523 & 524.     |
| On or towards North | :- | Remaining Property in same Gat No. |

Along with all right of apparent things thereto.

**SCHEDULE "C-II" OF THE PROPERTY**

All that piece and parcel of the Property bearing Gat No. 512 having admeasuring area of 00 H. 59 Ares Plus Potkharaba admeasuring area of 00 H. 1 Ares having total admeasuring area of 00 H. 60 Ares out of area admeasuring 00 H. 13.37 Ares which is assessed at Rs. 1.94 Paise situated at Village Chikhali Taluka Haveli, District Pune and within the local limits of Pimpri Chinchwad Municipal



## VISION'S INDRADHANU PHASE - II



Corporation and within the Jurisdiction of Sub-Registrar Haveli, Dist. Pune which is bounded as under :-

|                     |    |                                                                                               |
|---------------------|----|-----------------------------------------------------------------------------------------------|
| On or towards East  | :- | Property of Gat No. 511.                                                                      |
| On or towards West  | :- | Property of M/s. Vision Developers of 1.98 Ares and thereafter Property of Gat No. 513 & 504. |
| On or towards South | :- | Remaining Property Gat No. 512                                                                |
| On or towards North | :- | Remaining Property Gat No. 512                                                                |

Along with all right of apparent things thereto.

( Note :- That the Boundaries of the above mentioned property are subject to the actual Position of the property and the misinterpretation of the same will have no adverse effect on this Agreement. And the boundaries of actual position of the said property is consider to be final and both the parties admit the same. )

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### SCHEDULE - 'II' OF THE FLAT/UNIT

- |                                       |    |                                  |
|---------------------------------------|----|----------------------------------|
| ➤ PROJECT NAME.                       | :- | “VISION'S INDRADHANU PHASE - II” |
| ➤ FLAT/UNIT NO.                       | :- | _____                            |
| ➤ FLOOR.                              | :- | _____ FLOOR.                     |
| ➤ BUILDING/WING.                      | :- | “_____”                          |
| ➤ AREA OF THE FLAT.                   | :- | _____ SQ. MTRS. (CARPET AREA)    |
| ➤ AREA OF ENCLOSED BALCONY / BALCONY. | :- | _____ SQ. MTRS.                  |
| ➤ AREA OF DRY TERRACE / TERRACE.      | :- | _____ SQ. MTRS.                  |

The above Flat/Unit constructed in the property described in the schedule 'I' hereinabove written.

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PURCHASER/S

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PURCHASER/S

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**SCHEDULE – ‘III’**

**COMMON AREAS AND FACILITIES**

**(A) COMMON AREAS :-**

- a) The Land surrounding the Wing/s, Building/s.
- b) The Footing, RCC framework structures of the Building/s.
- c) Staircase columns and Lift as with Lift room in the Building/s.
- d) Drainage line and Water line network.
- e) Common Electric Meters, Common Water Meter, Connected to Common Lights & Water connections, Pump sets etc.,
- f) Light points outside the Building and in the Staircase/s as well as in CarPark Area.
- g) Overhead water tank and underground water tank shall be common along with the pump sets.
- h) Common back-up for Lift, Common Light and Water pump.
- i) Designer Club House.
- j) Solar Water Heating System.
- k) Rain Water Harvesting.
- l) Fire Fighting System.

**(B) LIMITED COMMON AREAS AND FACILITIES :-**

- a) Allotted Parking Space shall be restricted area and The Promoters/Developers and Builders herein shall have exclusive right to allot the same being exclusive right to use to any Flat/Tenement holder in the Wing/Building.
- b) Adjacent terraces and / or Parking if any to the Premises shall be restricted and shall be for exclusive use of such respective Premises holders.
- c) All area etc. which are not covered under aforesaid head “common area and facilities” are restricted areas and facilities which include, the marginal open spaces, terraces, car parking within the said property/properties and in the building/s which is /are under construction on the said property/properties is reserved and Developer shall have exclusive right to sale or transfer, convey the same in part or in full to any buyer of Premises, terrace/s, parking space etc. or to convert the restricted area in to common area or vise-versa.

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**SCHEDULE – ‘IV’  
STANDARD SPECIFICATIONS**

**A) FLOORING :-**

- Vitrified 2' X 2' tile flooring in all rooms.

**B) PLASTER :-**

- Sand Face Externally Plaster.
- Smooth Finish Internally Plaster.

**C) MASONRY :-**

- External Wall in 6" Masonry.
- Internal Wall in 4" Masonry.

**D) POP :-**

- POP in Living Room with Elegant Design.

**E) DOORS :-**

- The Main Door will be Flush Door with decorative Laminate.

**F) WINDOWS :-**

- Powder coated aluminium sliding windows with mosquito net and marble frames at bottom.
- Safety Grills for all windows.

**G) KITCHEN :-**

- Granite kitchen platform with SS sink.
- Glazed Tiles dado.
- Provision of Exhaust Fan.
- Dry Balcony attached to kitchen with provision for Washing Machine with water inlet and drain.

**H) TOILETS :-**

- Glazed tiles dado.
- Provision of Electric Point for Geyser.
- Sanitary ware.
- Indian WC for common toilet & European WC for attach toilet.

**I) ELECTRICAL :-**

- Adequate Concealed Electrical point with Copper Wiring.
- Ample Electric Points with Modular Switch.
- Cable TV Point in Living room.
- Provision for AC electrical point in Master Bedroom.
- Provision for Inverter Point.

**J) PAINTS :-**

- Oil Bond Distemper Paint in all Rooms.
- Water Resistant Paint on External Wall.

**NOTE :-**

1. The aforesaid specifications are general and will be provided in the residential accommodation as suitable in accommodation as per the discretion of the Developer.
2. Any addition or alteration in specification or work will be charged extra. No rebate will be given for cancellation or omission of any item.

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IN WITNESS WHEREOF the parties hereto have here unto set and subscribed their respective hands and seals on the day, month and the years herein above written.

( ----- )  
( THE PROMOTERS/DEVELOPERS  
AND BUILDERS )  
PARTY OF THE FIRST PART

( ----- )  
( THE OWNERS & CONSENTING  
PARTY)  
PARTY OF THE THIRD PART

( ----- )

( ----- )  
PURCHASERS  
PARTY OF THE SECOND PART

**IN THE PRESENCE OF:-**

1.

Signature :- \_\_\_\_\_

Name :- \_\_\_\_\_

Address :- \_\_\_\_\_

2.

Signature :- \_\_\_\_\_

Name :- \_\_\_\_\_

Address :- \_\_\_\_\_

# BOOKING LETTER

Date: DD/MM/YY

From :

Purchaser Name : \_\_\_\_\_

Purchaser Address : \_\_\_\_\_

Purchaser Contact No : \_\_\_\_\_ Email: \_\_\_\_\_

To,

## M/S VISION DEVELOPERS

Having its office at : – Office No. 03,  
Shubh Complex, vAbove Axis Bank, Plot  
No. SDC-6, Sector No. 02, Indrayani  
Nagar, Bhosari, Pune 411039

Sub: Flat No/Appartment No. \_\_\_\_\_ Building No. \_\_\_\_\_ of proposed Project known as  
**VISION'S INDRADHANU PHASE-2** Situated at Survey no.511 & 512, Village: Chikhali, Taluka:  
Haveli, District : Pune

Sir,

I intend to purchase from you the above referred Flat/Appartment My offer is Under:-

| Details of Flat / Appartment       |                                                                         |                                     |  |
|------------------------------------|-------------------------------------------------------------------------|-------------------------------------|--|
| Flat No.                           |                                                                         | Building No. :                      |  |
| Carpet Area of Flat ( In Sq. Mtr.) |                                                                         | Enclosed Balcony Area (In Sq. Mtr.) |  |
| Terrace Area ( In Sq. Mtr.)        |                                                                         |                                     |  |
| Project Name                       | VISION'S INDRADHANU PHASE 2                                             |                                     |  |
| Project Situated AT                | Survey no.511 & 512, Village: Chikhali, Taluka: Haveli, District : Pune |                                     |  |

| Cost of Flat/Appartment |                         |        |
|-------------------------|-------------------------|--------|
| Sr. No.                 | Perticulars             | Amount |
| 1                       | Cost of Flat/Appartment |        |
| 2                       | Stamp duty              |        |
| 3                       | Registration Charges    |        |
| 4                       | GST                     |        |
|                         | Total                   |        |

I Mr. \_\_\_\_\_

Mrs. \_\_\_\_\_

Age: \_\_\_\_\_ & \_\_\_\_\_ Occupation: \_\_\_\_\_

Pan Number: \_\_\_\_\_

Residing At : \_\_\_\_\_

Contact No. \_\_\_\_\_ Email: \_\_\_\_\_

I am/ we are depositing herewith the amount of Rs \_\_\_\_\_ /-(Rs. \_\_\_\_\_ ) in  
By Cheque No. \_\_\_\_\_ Dated \_\_\_\_\_, Drawn on \_\_\_\_\_ ,  
Bank \_\_\_\_\_ , Branch: \_\_\_\_\_ , with this application as an  
application money. We understand that the Allotment /Agreement and/or booking of the apartment shall  
only be by the execution of agreement and passing of the receipt of the application money does not  
amount of the Allotment/ Agreement of the said Flat. The entire discretion to reject this application  
without any reasonable cause remains with M/S VISION DEVELOPERS

If my offer is accepted by you I shall get the Agreement in respect of the said apartment executed and  
registered from you within a period of 30 days from the date hereof. In such event the deposit amount  
paid as above shall be adjusted towards the total purchase price of the said apartment.

However, in the event you reject my offer or I fail to get the said Agreement executed and registered  
within the stipulated period then you are entitled to sell/allot the said flat to any third person without  
taking any prior consent from me. In such event you will be entitled to refund the said amount without  
interest after deducting there from costs incurred by you, by issuing a cheque of the said amount in my  
name. After the stipulated period of 30 days I will not be entitled to make any claim in the aforesaid Flat  
No.

My Bank Account No is: \_\_\_\_\_ and Bank is \_\_\_\_\_ Branch : \_\_\_\_\_

I hereby authorize you to deposit my deposit refund to my above account.

The submission of this offer letter does not create my/our rights or interests in anyway in the said unit  
stated above. I/we shall have no claim against you incase my/our offer stated herein has not been  
accepted by you, except to the extent of refund of the amount paid to you for the purpose of booking.

Thank you

Yours Faithfully