



ARTICLES OF AGREEMENT

This ARTICLES OF AGREEMENT made at Pune on this ____ day of ____ in the Christian Year Two Thousand and Seventeen.

BETWEEN

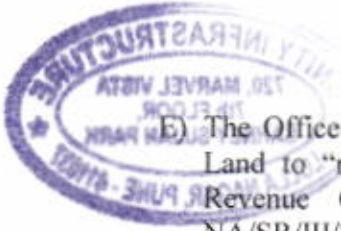
M/S. **UNITY INFRASTRUCTURE**, bearing (Pan No. AADFU5151B), a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932, having its Office at Office No. 305, 3rd Floor, Block C-3, Brahma Majestic, Survey No. 15/2/1, CTS No. 766, Kondhwa Khurd, Pune 411048, by the hand of one of its Partners, **MR. SHABBIR FAZELEHUSSAIN FURNITUREWALA**, duly authorized in that behalf, hereinafter referred to as "**the PROMOTER**" [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the said firm, the survivors or survivor of them and their heirs, executors and administrators of such last survivor and their assigns]**OF THE ONE PART;**

AND

MR. / MRS. _____, (having PAN No: _____), Age: _____ years, Occupation: _____ Residing at: _____, hereinafter referred to as "**THE ALLOTTEE**" / "**PURCHASER**" [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and permitted assigns]**OF THE OTHER PART;**

WHEREAS:

- A) The Promoter herein is the owner of all that piece and parcel of land or ground admeasuring 3136.32 Sq. mtrs bearing CTS No. 1429D and bearing corresponding Survey No. 86, Hissa No. 3+4C (formerly bearing Hissa No. 5), situated, lying and being at Village Wanowrie, within the Registration Sub-District of Taluka Pune City, District Pune more particularly described in the First Schedule hereunder written and the same is hereinafter referred to as "**the said Land**".
- B) In the circumstances, the Promoter has the exclusive right to develop the said Land by construction of Building containing Residential Flats / Shops / Offices / Showrooms / Units and other structures thereon and to enter into Agreements for Sale of such Flats / Shops / Offices / Showrooms / Unit / Structures etc. with prospective purchasers thereof under the provisions of the Maharashtra Ownership Flats Act, 1963 or otherwise howsoever to exploit the commercial potentiality of the said Land and to receive and appropriate the sale proceeds thereof.
- C) Pursuant to the Application made in that behalf, the Municipal Corporation of Pune has, vide its Commencement Certificate dated 24.08.2015 bearing No. CC/1587/15, sanctioned the Building layout, Building Plans and Specifications pertaining to the said Land for the construction of a Building/Complex to be known as "**UNITY SPLENDOUR**" containing Residential Flats / Shops / Store or any other Structures thereon. Pursuant to the said Commencement Certificate, the Promoter has revised the said Commencement Certificate dated 24.08.2015 and obtained a revised Commencement Certificate from the Municipal Corporation of Pune dated 20.03.2017 bearing No. CC/3626/16 (hereinafter referred to as "**the said Layout**").
- D) The Promoter has commenced construction of the said Building as per the plans sanctioned by the Municipal Corporation of Pune and has obtained part completion vide Occupancy Certificate Part-I bearing No. OCC/1366/15 dated 8.01.2016 issued by the Municipal Corporation of Pune in respect of Store Nos. 1 to 11 situated at Lower Ground Floor and Shop Nos. 1 to 13 situated at the Ground Floor in the said Building.



E) The Office of Collector of Pune has permitted Non-Agriculture (N.A.) use of the said Land to "residential" under the provisions of Section 44 of the Maharashtra Land Revenue Code, 1966 vide its revised Order dated 6.12.1971 bearing No. NA/SR/III/290/71.

F) The Promoter has entered into a standard Agreement with ABHIKALPAN ARCHITECTS & PLANNERS, ARCHITECTS who are registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects and the Promoter has appointed G. A. BHILARE CONSULTANTS PVT. LTD. for the preparation of the structural design and drawings of the said buildings and the Promoter accepts the professional supervision of the said Architects and the said Structural Engineer till the completion of the project, provided however that the Promoter reserves the right to change the said Architect and Structural Engineers at any time before the completion of the Project.

AND WHEREAS, the Promoter on the request of the Purchaser/s has/have supplied copies of sanction and approved plans, specifications, search report, title report, 7/12 extract, mutation entries and other deeds and documents, to the Purchaser/s, which are required under the Maharashtra Ownership Flat Act, 1963 and Maharashtra (Ownership) Act, 1970 and the Maharashtra Co. Operative Societies Act 1960 & Real Estate Regulation Act and rules made there under from time to time and the Purchaser/s is fully satisfied of the clear and marketable title of the said landed property and the proposed construction thereon;

AND WHEREAS, the Promoter is holding the title of the said land and the entire development, construction and implementation of the project on the said land shall always be the absolute responsibility of the Promoter herein;

AND WHEREAS, relying upon the said application the Promoter has agreed to sell a Flat / Shop / Showroom / Unit and the Purchaser/s has agreed to purchase and acquire the same at the price/consideration on the terms and conditions as per the provisions of the MOF Act 1963 and/or any substituted Acts / Rules / Regulations in respect of the said project i.e. the Real Estate (Regulation & Development) Act 2016 and the Rules made from time to time thereunder;

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

1. The Promoter shall construct the proposed building/s in accordance with approved and sanctioned plans of the PMC/Competent Authority and it is further agreed and consented by the Purchaser/s that the Promoter is entitled to make any reasonable variations or alteration in the said proposed building/s plans as may be required by the Promoter or by the concerned authority.
2. It is further agreed by the Purchaser/s that, if the local authority or competent authority permits any additional construction in the proposed building/s or in the said landed property, it shall be the sole and exclusive authority of the Promoter to construct the same, as per their wishes and the Purchaser/s hereby gives his/her/their irrevocable consent to such alteration, modification, additional construction, being constructed by the Promoter in the said landed properties, provided, it does not affect the area of the said Flat / Shop / Office / Showroom / Unit premises.
3. The proposed building plan is sanctioned and approved by the PMC or any other competent authority and same is / are open for inspection in all working days, during office hours on the site office and as well as its registered office address of the party of the first part, which is mentioned above.

4. The payments shall be made by the Purchaser/s as directed by the Promoter payable at PUNE. In addition to the above amounts the Purchaser shall also pay Service Tax, VAT, GST as per prevalent rates and rules and regulations through separate Cheque / RTGS as directed by the Promoter payable at PUNE. The Purchaser/s shall also pay other statutory charges/dues which may be levied from time to time.
5. The Purchaser/s hereby agrees to purchase and the Promoter hereby agrees to sell the Flat / Shop / Office / Showroom / Unit No. _____, admeasuring about _____ sq. ft. (i.e. _____ sq. mtr) (Carpet), alongwith attached terrace, admeasuring about _____ sq. ft. (i.e. _____ sq. mtr) (Carpet), alongwith attached Balcony, admeasuring about _____ sq. ft. (i.e. _____ sq. mtr) (Carpet) plus/ minus 3% on the _____ Floor in the Wing/Building No. _____ in the proposed multistoried ownership scheme namely "UNITY SPLENDOR", (Hereinafter referred to as "THE SAID Flat / Shop / Office / Showroom / Unit ALONGWITH ATTACHED COMPLIMENTARY TERRACE/ BALCONY PREMISES)", (which is more particularly described in the schedule "B" written hereunder) for consideration of Rs. _____/- (Rs. _____ Only) and out of the said total consideration, the Purchaser/s has paid a sum of Rs. _____/- (Rs. _____ Only) to the Promoter by way of earnest money and part payment thereof. The Promoter hereby admits, acknowledges the said payment and admit the receipt of the same.
6. The Purchaser/s hereby agrees and undertakes to pay the balance consideration of Rs. _____/- (Rs. _____ Only) to the Promoter, on the following manners:

Sr. No.	Particular	Rs. in %
1.	At the time of the booking of the said Flat / Shop / Office / Showroom / Unit	10 %
2.	At the time of registration of the said Flat / Shop / Office / Showroom / Unit	20%
3.	At the time of the plinth work of the building	15 %
4.	At the time of the relevant slabs of the Purchaser	25 %
5.	At the time of the completion of walls, internal plaster flooring, doors and windows of said Flat / Shop / Office / Showroom / Unit premises	05%
6.	At the time of on completion of the sanitary fittings, staircases, lift, wells, lobbies up to the floor level of the said Flat / Shop / Office / Showroom / Unit premises	05 %
7.	At the time of completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat / Shop / Office / Showroom / Unit premises is located	05 %
8.	At the time of fitting/completion of the lifts, water pumps, electrical fittings, electro, mechanical and	10%

	environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the agreement of the building or wing in which the said Flat / Shop / Office / Showroom / Unit premises is located	
9.	At the time of handing over of the possession of the Flat / Shop / Office / Showroom / Unit premises on receipt of completion certificate or occupation certificate	05%
	Total	100%

7. The Purchaser/s assure and agree to pay the above installment/s as and when they become due and payable and if the Purchaser/s fails to pay the balance consideration amount in respect of the said Flat / Shop / Office / Showroom / Unit premises to the Promoter as per agreed terms and conditions as stated in the present Article of Agreement, then the Promoter has the choice and liberty to sell the said Unit to another proposed purchaser/s and execute necessary article of agreement/s in favour of the prospective purchaser/s and accept the consideration from him/her/ them or to recover the due and payable amount from the Purchaser/s with interest @ State Bank of India's highest marginal cost of lending rate plus 2% (two percent) per annum worked out on day-to-day basis from the date on which such amounts become due and payable till its realization.

In case of resale, if the Promoter receives lesser price than agreed by and between the parties hereto in these presents, the Purchaser/s herein shall be liable to make good all such losses to the Promoter within 7 (seven) days from the date of receipt of notice from the Promoter in that behalf.

8. The total consideration/price mentioned above excludes taxes, (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Goods and Service Tax and/or Cess, stamp duty, registration, one time or monthly maintenance amount or any other similar taxes, as applicable from time to time) namely which may be levied, in connection with the construction of and carrying out the project payable by the Promoter) up to the date of handing over the possession of the said Flats / Shops / Offices / Showrooms / Units Premises. The Purchaser/s have to pay the same to the Promoter at rates in force as defined in the relevant statute.
9. The total consideration/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 Promoter 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 Promoter shall enclose the said notification/order/rule/ regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Promoter, which shall only be applicable on subsequent payments.
10. The fittings, fixtures and amenities to be provided by the Promoter in said building are set out in schedule "C" hereunder written and the Purchaser/s has / have approved and satisfied himself / herself / themselves about the same.
11. It is agreed by and between the parties hereto that, if, at the instance of the Purchaser/s, the Promoter, carries out any additional work or change in the said Flat / Shop / Office /

Showroom / Unit premises, the Purchaser/s shall make payment in respect thereof as per mutual understanding between the parties.

12. The Flats / Shops / Offices / Showrooms / Units Purchaser/s shall on or before delivery of possession of the said Flat / Shop / Office / Showroom / Unit premises keep deposited with the Promoter the following amounts:-

- i. Rs. _____/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- ii. Rs. _____/- for formation and registration of the Society or Limited Company/Federation/ Apex body.
- iii. Rs. _____/- per Sq. Ft. per month for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.
- iv. Rs. _____/- per Sq. Fts. for deposit towards provisional contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- v. Rs. _____/- For Deposit towards Water, Electric, and other utility and services connection charges.
- vi. Rs _____/- for deposits of electrical receiving and Sub Station provided in Layout.
- vii. The Flats / Shops / Offices / Showrooms / Units purchaser/s at the time of accepting/taking the actual possession of the said flat, shall give three years advance maintenance @ Rs. 3/- per Sq. Ft. + GST or any other taxes on the said amount to the Promoter and the Promoter has right to make expenses from the said amount till the above said period and in the meantime the Promoter may form the co-operative housing society limited/ apartment of association/ limited company of the unit holder of the said building.

13. The Promoter do hereby doth covenant with the Purchaser/s as follows:-

- a) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat / Shop / Office / Showroom / Unit premises to the Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat / Shop / Office / Showroom / Unit premises.
- b) Time is the essence for the Promoter as well as the Purchaser/s. The Promoter and Builders shall abide by the time schedule for completing the project and handing over the Flat / Shop / Office / Showroom / Unit premises to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Article of Agreement, subject to the simultaneous completion of construction by the Promoter as provided in herein above. ("Payment Plan").
- c) If the Promoter fails to abide by the time schedule for completing the project and handing over the flat premises to the Purchaser/s, the Promoter agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in herein above, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agree to pay to the Promoter, interest as specified herein above, on all the delayed

payment, which become due and payable by the Purchaser/s to the Promoter under the terms of this Article of Agreement from the date the said amount is payable by the Purchaser/s to the Promoter.

- d) Without prejudice to the right of the Promoter to charge interest in terms of sub clause herein above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoter under this Article of Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Article of Agreement.
- e) Provided that, the Promoter shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of his intention to terminate this Article of Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Article of Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Article of Agreement.
- f) Provided further that, upon termination of this Article of Agreement as aforesaid, the Promoter shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Flat / Shop / Office / Showroom / Unit premises which may till then have been paid by the Purchaser/s to the Promoter.

14. The Flat / Shop / Office / Showroom / Unit Purchaser/s do hereby doth covenant with the Promoter as follows: -

- a) To maintain the Flats / Shops / Offices / Showrooms / Units premises at his/her/their own cost in good and tenable repair and condition from the date of possession of the Flat / Shop / Office / Showroom / Unit premises and shall not do or suffer to be done anything in or to the building/s in which the Flat / Shop / Office / Showroom / Unit premises is situated, staircase or any passages which may be against the rules, regulations or by-laws of the PMC / Competent Authority or change/ alter or make addition on or to the building in which the flat is situated and the Flat / Shop / Office / Showroom / Unit itself or any part thereof.
- b) Not to store in the Flats / Shops / Offices / Showrooms / Units premises any goods, which is/are of hazardous or dangerous nature or is/are so heavy as to damage the construction or structure of the building, in which the Flat / Shop / Office / Showroom / Unit premises is situated or storing of which goods is objected local or other authority and shall not carry or cause to be carried heavy package whose upper floors, which may damage or likely to damage the staircase, common passages or any other structure of the building in which the Flats / Shops / Offices / Showrooms / Units premises is situated including entrance of the building in which the Flat / Shop / Office / Showroom / Unit premises is situated and in case any damage is caused to the building in which the Flat / Shop / Office / Showroom / Unit premises is situated or the flat premises on account of negligence or default of the Purchaser/s in his/ her/ their behalf, the Flat / Shop / Office / Showroom / Unit Purchaser/s shall be liable for the consequence of the breach.
- c) To carry at his/her/their own cost all internal repairs to the said Flats / Shops / Offices / Showrooms / Units and maintain the Flats / Shops / Offices / Showrooms / Units premises in the good and tenable condition and order in which

it was delivered by the Promoter and shall not do or suffer to be done anything in or to the building/s in which the Flats / Shops / Offices / Showrooms / Units premises is situated or the Flat / Shop / Office / Showroom / Unit premises which may be given by the rules and regulations and bye-laws of the concerned local authorities or other public authority and in the event of the Flats / Shops / Offices / Showrooms / Units premises Purchaser/s committing any act in contravention of the above provisions, the Flats / Shops / Offices / Showrooms / Units premises Purchaser/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or other public authority.

- d) Not to demolish or cause to be demolished the Flats / Shops / Offices / Showrooms / Units premises or any part thereof nor any alternation in the elevation and outside color scheme of the building/s nor at any time make or cause to be made any addition or alteration of whatever nature in the building/s, which the Flat / Shop / Office / Showroom / Unit premises is situated and shall keep the portion, sewers, drains, pipes in the Flat / Shop / Office / Showroom / Unit premises and appurtenances thereto in good tenable repair and conditions and in particular so as to support shelter and protect the other part of the building/s in which the Flat / Shop / Office / Showroom / Unit premises is situated and shall not chisel or any other manner damage to columns, beams, walls, slabs or FCC parodies or other structural members in the Flat / Shop / Office / Showroom / Unit premises, without the prior written permission of the Promoter and or the Flats / Shops / Offices / Showrooms / Units premises or part thereof.
- e) Not to do or permit to be done any act or thing, which may render void or voidable any insurance of the said land and building/s in which the Flat / Shop / Office / Showroom / Unit premises is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- f) Not to throw rubbish, rags, garbage or to be throw from the said flat premises in the compound or any portion of the said land and the building/s in which the Flat / Shop / Office / Showroom / Unit premises is situated.
- g) Pay to the Promoter, within seven days of demand his/her/ their share of security deposit demanded by concerned local authority or government for giving water, electricity or any other service connection to the building in which the Flat / Shop / Office / Showroom / Unit premises is situated.
- h) The Purchaser/s is/are aware that, water is available through natural resources and which is made available to the citizen by the concerned local authority. There is a shortage / shortfall for providing the water and due to restriction, local authority (Municipal Council / Grampanchayat) may not be able to supply adequate drinking & potable water throughout the year. In that case until the conveyance, the Promoter shall help the Flat / Shop / Office / Showroom / Unit Purchaser/s and their organization for providing required quantity of water by purchasing the same from the market as per availability. All costs there to shall be borne by the Purchaser/s and their organization/ Co-Operative Housing Society/ Apartment Condominium or Limited Company or Property Management Company and Promoter shall not be liable to bear the costs thereof. In this respect the role of the Promoter shall be of extending required help and making adequate arrangements at the cost of Purchaser/s.
- i) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any which are imposed by the PMC/ Competent Authority or/and Government or public authorities on account of change of user of the Flat / Shop / Office / Showroom / Unit by the Flat / Shop / Office / Showroom / Unit purchaser/s.

- j) The Flats / Shops / Offices / Showrooms / Units purchaser/s shall not let, sub-let, transfer, assigns any part with the third party or benefit factor of this article of agreement or part with the possession of the Flat / Shop / Office / Showroom / Unit premises until all the dues payable by the Flats / Shops / Offices / Showrooms / Units purchaser/s to the Promoter under this article of agreement is/are fully paid up and till the formation and registration of the Apartment of Association and /or Co-operative Housing Society and or Ltd. Company as the case may be.
 - k) The Flats / Shops / Offices / Showrooms / Units Purchaser/s shall observe and perform all the rules and regulations which the proposed Apartment of Association or Co-operative Housing Society or Limited Company, as the case may be, may adopt at its conception and the additions, alterations, or amendments thereof that may be made for time to time for protection and maintenance of the said building/s and the Flat / Shop / Office / Showroom / Unit premises therein and for observance and performance of the building/s rules and regulations, bye-laws for the time being of the Competent Authority or concerned local authorities and Government and other public bodies. The Flats / Shops / Offices / Showrooms / Units Purchaser/s shall also observe and perform all the stipulation and conditions let down by the proposed co-operative housing society or apartment of association or Ltd., company, as the case may be, regarding the occupation and use of the Flat / Shop / Office / Showroom / Unit premises, in the building/s and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoing in accordance with the terms of this Article of Agreement.
 - l) Till final structural conveyance of building/s in which Flats / Shops / Offices / Showrooms / Units premises is/are situated is executed the Flat / Shop / Office / Showroom / Unit Purchaser/s shall permit the Promoter, Surveyors and Agent/s with or without workmen and others, at all reasonable times to part into and upon the said land and building/s and any part thereof to view and examine the state and condition thereof.
 - m) That nothing herein contained shall be construed as entitling the Flat / Shop / Office / Showroom / Unit Purchaser/s any right on any of the adjoining, neighboring or the remaining buildings/ common areas etc. of the remaining portion of the proposed project layout, unless specifically agreed and consideration dispensed by the Purchaser/s to the Promoter in this regards.
15. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 4289.09 square meters only and Promoter has planned to utilise Floor Space Index of 171.50 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 4460.59 as proposed to be utilised by him on the project land in the said Project and Purchaser/s has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilising the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
16. The Promoter and Builders shall give possession of the said Flat / Shop / Office / Showroom / Unit premises to the purchaser/s on or before December 2017 and if, the Promoter fails or neglects to give possession of the Flats / Shops / Offices / Showrooms / Units premises to the Purchaser/s on account of, the reasons beyond his/her/their control and of his/her/their agents by the aforesaid date, then the Promoter and Builders shall be liable on demand to refund to the Purchaser/s the amounts already received by him/ her

/them in respect of the said Flats / Shops / Offices / Showrooms / Units premises, with interest at the same rate as may be mentioned herein above, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that, the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat / Shop / Office / Showroom / Unit premises on the aforesaid date, if the completion of building in which the Flat / Shop / Office / Showroom / Unit premises is to be situated, is delayed on account of: –

- i. War, Civil Commotion or act of God, heavily changes in any rules, regulations, bye-laws of various statutory bodies and authorizes from time to time affecting the development and project;
 - ii. Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
 - iii. Non-availability of steel, cement, other building materials, water, electric supply or labour;
 - iv. Delay in grant of NOC / permission / license connection / installation and any services such as lifts, electricity and water connections and meters to the scheme / flat, road NOC or Completion Certificate from appropriate authority;
 - v. Delay or default in payment of dues, expenses, charges, consideration by the Purchaser/s under these presents;
 - vi. Pendency of any litigation or order of the Court;
 - vii. Any act beyond control of the Promoter;
 - viii. Delay by Local Authority or granting necessary Completion Certificate or Occupation Certificate.
17. Except for occurrence of the events stated herein above, if the promoter fails to complete or is unable to give possession of the Flat / Shop / Office / Showroom / Unit premises (i) in accordance with the terms of this Agreement to Sale, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Purchaser/s, in case the Purchaser/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat / Shop / Office / Showroom / Unit, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum within 30 days including compensation in the manner as provided under the Act.
- Provided that where, if the Purchaser/s does not intend to withdraw from the said Project, the Promoter shall pay the Purchaser/s interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 %, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession of the Flat / Shop / Office / Showroom / Unit.
18. Procedure for taking possession of the said Flat / Shop / Office / Showroom / Unit premises:-
- i. The Promoter, upon obtaining the occupancy certificate from the competent authority and upon the payment made by the Purchaser/s as per the article of agreement shall offer in writing the possession of the Flat / Shop / Office / Showroom / Unit premises, to the Purchaser/s in terms of this article of agreement to be taken within 07 days from the date of issue of such notice and the Promoter shall give possession of the Flat / Shop / Office / Showroom / Unit premises to the Purchaser/s. The Promoter agrees and undertakes to indemnify the Purchaser/s in

case of failure of fulfillment of any of the provisions, formalities, and documentations on part of the Promoter;

- ii. Failure of Purchaser/s to take Possession of Flats / Shops / Offices / Showrooms / Units Premises:- upon receiving a written intimation from the Promoter as per above, the Purchaser/s shall take possession of the Flat / Shop / Office / Showroom / Unit premises from the Promoter, by paying the balance amount and other payable amount and by executing necessary indemnities, undertakings and such other documentation as prescribed in this article of agreement, and the Promoter shall give possession of the Flats / Shops / Offices / Showrooms / Units premises to the Purchaser/s;

In case the Purchaser/s fails to take possession within the time provided as above, such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

19. Further, where the manufacturer warranty as shown by the Promoter to the Purchaser/s ends before the defects liability period and such warranties is/are covered under the maintenance contracts is/are not done / renewed by the Purchaser/s, the Promoter shall not be responsible for any defects occurring due to the same.
20. The Purchaser/s shall use the said Flats / Shops / Offices / Showrooms / Units premises or any part thereof only for the purposes, which has been permitted under this article of agreement and as per the existing rules and regulations of the PMC / Collector, Pune / Competent Authority.
21. The Purchaser/s has by this document given irrevocable consent to the Promoter herein in respect of to take all benefit as granted by the competent authority till, the handing over possession of the said land with building to the proposed co-operative housing society or apartment of association or limited company as the case may be and the final conveyance of the said land with building in favour of the proposed co-operative housing society or apartment of association or limited company as the case may be and the Promoter has right and authority to construct additional construction by purchasing FSI/TDR/ DRC of other property, as granted by the competent authority in and upon the said landed property, subject to the provisions of Maharashtra Ownership Apartment Act 1963 & Real Estate Regulation Act. The Flat / Shop / Office / Showroom / Unit purchaser shall have no objection for the said new allotted to be admitted as members of the Association.
22. If, within a period of five years from the date of handing over the Flat / Shop / Office / Showroom / Unit premises to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any structural defects in the Flat / Shop / Office / Showroom / Unit premises or the building/s, in which the Flat / Shop / Office / Showroom / Unit premises is/are situated or any defect on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case, it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the act. Provided, however, that the Purchaser/s shall not carry out any alterations of whatsoever nature in the said Flat / Shop / Office / Showroom / Unit premises of phase/ wing and in specific the structure of the said unit/wing/ phase of the said building/s, which shall include but not limit to column, beams, etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/ s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchens, which may result in seepage of the water. If any such works is/are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear and by negligent

use of Flat / Shop / Office / Showroom / Unit premises by occupants, vagaries of nature etc.

23. That it shall be the responsibility of the Purchaser/s to maintain his / her / their unit in a proper manner and take due care needed including but not limiting to the joints in the tiles in his Flat / Shop / Office / Showroom / Unit are regularly filled with white cement/epoxy to prevent water seepage.
24. That the project as a whole has been conceived, designed and constructed based on the commitment and warranties given by the Promoter, manufacturer/s 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 Flat / Shop / Office / Showroom / Unit premises and the common project amenities wherever applicable.
25. That the Purchaser/s has/have been made aware and that the Purchaser/s expressly agree that the regular wear and tear of the unit / building / phase / wing includes minor hairline cracks on the external and internal walls excluding the RCC structure, which happens due to variation in temperature of more than 20° C and which do not amount to structural defect/s and hence cannot be attributed to either bad workmanship or structural defect/s.
26. It is expressly agreed by and between the parties hereto 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 nominated surveyor/s, 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 unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this article of agreement.
27. It is hereby agreed by and between the parties that, the Promoter, in case of death of the Purchaser/s, shall give possession & exclusive ownership right of the Flat / Shop / Office / Showroom / Unit premises to his/her/their legal heir/s or to the remaining alive Purchaser/s, (where there are more than one purchaser/s) Provided, the said alive Purchaser / nominee/s is/are ready and willing to perform the purchaser's remaining part of contract. In such event the said alive purchaser / nominee/s shall be treated as purchaser/s for all purposes of these presents and notices served on the said alive purchaser/s, nominee/s thereof, shall be treated as sufficient service on all legal heir/s of the purchaser/s.
28. The Promoter at its discretion shall be entitled and at liberty to amalgamate the said landed property in the adjoining landed properties and carry out the ownership scheme & in and upon the said joint/common properties and for the same, the Promoter has right to change/ prepare the layout and or location of the building/s & open spaces (if any) & internal road/s, (if any) & get them sanctioned from proper authorities & to do all such other acts, as may be required by the Promoter, subject to the provisions of the MOF Act, 1963 and/or any substituted Acts/Rules/ Regulations in respect of the said project i.e. the Real Estate (Regulation & Development) Act 2016 and the Rules and Regulations made from time to time there under.
29. The Promoter is entitled to use the unutilized and/or additional built up area /FSI/TDR in the present landed property, by floating the same and/or in the same landed property as & when, the same is permitted, either by way of construction of new building/s or extension of the building/s, which is/are presently permitted. The Purchaser/s has/have hereby given his irrevocable consent therefor & the Promoter shall be entitled to revise the plans, get the sanction from the competent authority and construct the additional units/ Flat / Shop / Office / Showroom / Unit premises, permitted by the competent authority & to allot/ sell them to various person/s.

30. The Flat / Shop / Office / Showroom / Unit Purchaser/s has/have hereby given his irrevocable consent there for and the Promoter shall be entitled to revise the building plan/s, get the same sanctioned and approved from competent authority, construct the additional Flat / Shop / Office / Showroom / Unit premises/units permitted by competent authority and to allot/sell them to various person/s. The Flat / Shop / Office / Showroom / Unit premises/unit purchaser/s shall have no objection for the said new allottee, to be admitted as member/s of the said proposed co-operative housing society and or apartment of association and or ltd., company, as the case may be.
31. Notwithstanding anything contained in this article of agreement, to the contrary the Promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR of any open space and/or on terrace above the building/s, either prior to or after completion of building/s & even after conveyance of the said landed property and construction thereon and the Promoter shall also be entitled to transfer or assign the same to any other person/s.
32. The Purchaser/s shall use the covered parking area, if allotted, only for parking of his/her/their own vehicles. The Promoter shall have full and exclusive right to deal with, dispose off or allot the same, to any manner, to the Flat / Shop / Office / Showroom / Unit purchaser/s on the terms and conditions as the Promoter thinks fit and proper.
33. The Purchaser/s alongwith other purchasers shall join in formation/ registration of the proposed co-operative housing society and or apartment of association and or ltd., company or like body, that would be formed by the Promoter and for this purpose the Purchaser/s shall sign and execute all relevant document/s including the bye-laws, as prepared by the advocate of the Promoter, to enable the Promoter to register the organization within the time prescribed by the said act.
34. In the event of co-operative housing society/apartment of association or limited company or like body is formed, before the sale and disposal of certain Flat / Shop / Office / Showroom / Unit /s & or the units therein, the co-operative housing society/ apartment of association or limited company or like body, so formed, shall be subject to overall authority and control of the Promoter.
35. The Promoter shall have absolute authority and control as regards to the unsold premises and in such event, the Promoter shall not be liable to pay any maintenance or other charges in respect of the unsold units premises to the said co-operative housing society and or apartment of association and or ltd., company, as the case may be, till the sale of the same, to the prospective purchaser/s and the sale proceed thereof received shall absolutely belongs to the Promoter and such purchaser/s shall be accepted as the member of the co-operative housing society/apartment of association or limited company or like body.
36. After formation of the co-operative housing society or apartment of association and or ltd., company, as the case may be, the Promoter have sold the unsold units from the said project to the prospective purchaser/s, then the Promoter, shall not require to pay any transfer fee or any other amount to the said co-operative housing society/apartment of association or limited company or like body.
37. If, due to unavoidable reason/s, which are beyond the control of the Promoter, delay is caused in formation of the co-operative housing society/ apartment of association or limited company or like body, then the Purchaser/s should pay the actual expenses for the maintenance to the Promoter till such formation or the period as the Promoter, as decided later on, after due intimation of the same, to the said units Purchaser/s from the said construction project.

38. It is further agreed by the Purchaser/s that, after the formation and registration of the co-operative housing society/apartment of association or limited company or like body of the said construction project, the Promoter shall intimate the Purchaser/s of the respective units, to take/ accept the charge of the said co-operative housing society/apartment of association or limited company or like body and if they fail to take the charge of the same, thereafter, the Promoter is not liable or responsible to maintain the said project/building/s and the Purchaser/s will not have any right and authority to complaint against the Promoter before any authority.
39. It is further agreed by the Purchaser/s that, the co-operative housing society/ apartment of association or limited company of the units holder of the said building is not formed within time as stated above, then the Purchaser/s shall pay the monthly or yearly maintenance till the formation of the co-operative housing society/apartment of association or limited company or the unit purchaser collectively liable to maintain the said building.
40. The Purchaser/s herein assures that the present construction project contains one wing/building and it will take sufficient time to complete the same in all respect and therefore, the Promoter will provide the common amenities and facilities, after completion of the full and final work of the project and said fact is narrated to the Purchaser/s at the time of booking of the said Flat / Shop / Office / Showroom / Unit and the Purchaser/s has/have accepted the same and he/she/ they will have no complaint about the same.
41. The Promoter shall pay all statutory liabilities in respect of the said Flat / Shop / Office / Showroom / Unit premises until the completion of Flat / Shop / Office / Showroom / Unit premises and after intimation of completion of the same, the Purchaser/s shall pay all such statutory liabilities to the concern authorities from time to time.
42. Nothing contained in this article of agreement is intended to be construed as a grant, demise or assignment in law of the said Flat / Shop / Office / Showroom / Unit premises or land or building/s. The Purchaser/s shall have no claim, except, the present Flat / Shop / Office / Showroom / Unit premises, agreed to purchase from the Promoter.
43. The Promoter has right to allow display of advertisement and/or hoarding sites/neon signs or may allow erection of antenna or towers for cable / satellite television, wireless, paging, mobile, cellular services on the building/s and derive appropriate income from the same and also has right to erect hoarding on the landed property and/or the said building/s and to sell or let/lease the same & to receive income thereof by the Promoter and the property will be conveyed subject to the said right Promoter.
44. The Promoter has agreed to sale said Flat / Shop / Office / Showroom / Unit to the purchaser/s on unit basis. The measurement and details is/are as per sanctioned building plan of the PMC / Competent Authority and the purchase price is fixed between the parties is lump sum /unit basis and not measurement basis and the Purchaser/s is/are satisfied with details of the same and he/she/they has/have no any complaint about the same.
45. In case of any dispute regarding interpretation of any of the terms of this deed/ article of agreement or any aspect of the transaction including quality of construction work, defective service by the Promoter, delay in construction work and/ or sale deed, alteration in the plan, parking arrangement, grant of exclusive uses etc. then such dispute shall be referred to the arbitration of a single arbitrator to be appointed by the Promoter whose decision shall be final and binding on both the parties.
46. The Purchaser/s shall have to obtain the prior permission from the Promoter before formation and or registration of the co-operative housing society / apartment of

association or limited company of the units holder of the said project for transfer the said Flat / Shop / Office / Showroom / Unit premises or unit therein and after formation and registration of the co-operative housing society/ apartment of association or limited company of the units holder of the said project, the Purchaser shall obtain the prior permission of the said co-operative housing society/apartment of association or limited company.

47. The Purchaser/s shall pay transfer fee of Rs. 25,000/- (Rs. Twenty Five Thousand Only) to the Promoter as a transfer fee and or infra charges before the formation or registration of the co-operative housing society/ apartment of association or limited company of the units purchaser of the said project & after formation and registration of the co-operative housing society/ apartment of association or limited company of the units holder to the said project, as transfer fee or infra charges of the same and if the Purchaser has /have not completed the said deal and requested to cancel the same, then the Promoter or the said co-operative housing society/apartment of association or limited company of the units holder, is not liable to refund the same to the Purchaser/s herein.
48. Notwithstanding anything contained anywhere in this article of agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the project "UNITY SPLENDOUR" and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building/s and at the entrances of the scheme. The Flat / Shop / Office / Showroom / Unit Purchaser/s in the said project /building/s or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This is an essential condition of this article of agreement.
49. It is also understood and agreed by and between the parties that, the terrace space adjacent to the Flats / Shops / Offices / Showrooms / Units premises shall exclusively belong to the respective Purchaser/s of the respective Flat / Shop / Office / Showroom / Unit premises and such terrace shall not be enclosed by the Purchaser/s and same shall be kept in open.
50. The notices to be served on the Purchaser/s shall be deemed to have been properly served, if served to the Purchaser/s under certificate of posting on his/her/their address as given in the caption of this article of agreement.
51. This article of agreement shall always be subject to The Maharashtra Ownership Flat Act 1963 and or The Maharashtra Apartment Ownership Act 1970, Maharashtra Co-op. Societies Act 1960 and/or Real Estate (Regulation and Development) Act and rules made there under from time to time.
52. All expenses of stamp duty, registration charges, including attorney/s cost and all incidental charges pertaining to present article of agreement and final conveyance to be borne by Purchaser/s only.
53. The consideration of said Flat / Shop / Office / Showroom / Unit as agreed Rs. _____/- (Rs. _____ Only) by and between the parties herein and said Flat / Shop / Office / Showroom / Unit premises as per Govt. ready recknor is valued at Rs. _____/- (Rs. _____ Only) and the purchaser/s has/have paid herewith necessary stamp duty as per sec. 25(d) the Bombay Stamp Act 1925.

SCHEDULE "A"

THE SCHEDULE OF THE PROPERTY AS ABOVE REFERRED TO:

All that piece and parcel of land or ground admeasuring 3136.32 Sq. mtrs bearing CTS No. 1429D and bearing corresponding Survey No. 86 Hissa No. 3+4C (formerly bearing Hissa No. 5), situate, lying and being at Village Wanowrie within the Registration Sub-District of Taluka Pune City, District Pune and within the limits of the Municipal Corporation of Pune and falling in the "industrial" Zone under the Development Plan for the City of Pune currently in force and the same is bounded as follows, that is to say :

On or towards the East : By land bearing CTS No. 1421,
Wanowrie.

On or towards the South : By boundary of Village Kondhwa
Khurd and road.

On or towards the West : By land bearing CTS No. 1427, and by
road.

On or towards the North : By land bearing CTS No. 1429C Wanowrie.

SCHEDULE "B"

SECOND SCHEDULE OF THE FLAT PROPERTY

Flat / Shop / Showroom / Unit No. _____, admeasuring about _____ sq. ft. (i.e. _____ sq. mtr) (Carpet) alongwith attached terrace, admeasuring about _____ sq. ft. (i.e. _____ sq. mtr) (Carpet) plus/ minus 3% (for this difference neither of the two parties will be compensated) on the _____ Floor in the Wing/Building No. _____ in the proposed multistoried ownership scheme namely "UNITY SPLENDOUR", to be constructed on the said landed property situated in the properties more particularly described in Schedule "A" herein above alongwith fixtures, fittings and amenities provided therein.

SCHEDULE "C"

AMENITIES AND SPECIFICATIONS

1. All Units to have vitrified tile flooring.
2. Toilets shall have ceramic flooring with glazed tile dado.
3. Concealed copper electrical wiring.
4. Aluminum sliding windows.
5. Plumbing with good quality fittings.
6. Entrance doors of standard make.

COMMON EXPENSES AND OUTGOINGS

1. Towards maintenance and repairs of common areas and facilities.
2. Wages of watchman, sweepers etc.
3. Insurance.
4. Revenue Assessment.
5. All other taxes, levies, charges and ceases.
6. Electricity and water charges and deposits in respect of common electrical and water pumps and other installations.
7. Expenses of and incidental to the management and maintenance of the said Complex known as "UNITY SPLENDOUR".

Unity Infrastructure

Shabbir Fazele Hussain
Authorised Signatory



SIGNED & DELIVERED by the)

Within named Promoter)

M/S. UNITY INFRASTRUCTURE

By the hand of one of its Partners,)

)

_____)

MR. SHABBIR FAZELEHUSSAIN

FURNITUREWALA

in the presence of:-)

SIGNED & DELIVERED by the)

within named Purchaser/s)

_____)

in the presence of:-)

1.

2.



Unity Infrastructure

Authorized Signatory