

ARTICLES OF AGREEMENT

THIS ARTICLES OF AGREEMENT IS MADE AND EXECUTED AT PUNE ON
THISth DAY OF THE YEAR 2017.

BETWEEN

MAYURI REALTORS,

(Proprietary Firm) having address and place of business at :
.....

Through Proprietor

MR. VINESH NARESH OSWAL

Age: 20 Years; Occupation : Business,

R/at.: 383 Bhavani Peth, Flat No.01

Padamjee Paradise, Pune - 411 042.

The Owner / Developers of the Proposed Ownership Scheme.

Hereinafter called and referred to as "**THE PROMOTER / OWNER / DEVELOPER**" (which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include the said company, its directors for the time being and from time to time, their respective heirs, legal representatives, executors, administrators, successors and assigns)

.....PARTY OF THE FIRST PART

AND

1) MR.

Age - years, Occupation:

PAN No.

2) MRS.

Age - years, Occupation:

PAN No.

Both R/at :

(**HEREINAFTER** referred to as, **the Purchaser/s** (which expression shall unless repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors or administrators and assigns etc.)

.....PARTY OF THE SECOND PART

WHEREAS, all that piece and parcel of land bearing Old S. No. 108A having its New S.No.131 Hissa No.1A, area admeasuring about 00 H 04 Are, assessed at Rs. 00.16 Paise & Old S. No. 108A having its New S.No.131 Hissa No.1B, area admeasuring about 00 H 04 Are, assessed at Rs. 00.16 Paise lying and situated in the Sub-registration Dist- Pune, Tal- Haveli, within

the limits of the Grampanchayat Pisoli and Revenue Village Pisoli is owned and possessed by **MR. VINESH NARESH OSWAL** is Owner / Developer of the property. The above said owner is and was in occupation and possession of the property and he has every right, title, interest and absolute ownership of the said property more particularly described in the **Schedule - I** written hereunder.

AND WHEREAS, the Proprietor of the said firm is the owner of the land and developing the said land under the Proprietary Firm.

AND WHEREAS, the Promoters have decided to carry out the development by way of raising construction of multistoried building consisting of Flats / Parking etc. on an area admeasuring about Sq. Mtrs. and also agreed to sale the same to the Purchaser/s or their nominees including a Co-operative Housing Society, Limited Company, Association of Apartment Owners Condominium etc. to be formed by the Promoters to the prospective Purchaser/s (The said piece and parcel of land is more particularly described in the **Schedule 'A'** written hereunder and hereinafter referred to as '**THE SAID LAND**'))

AND WHEREAS, by virtue of the Sale Deed dated duly registered before the Sub-Registrar Haveli No. III, at Sr. No./..... in the name of Mr. Vinesh Naresh Oswal, the owner / Promoters alone have sole and exclusive rights and authority to develop the said land and to construct a building project thereupon and to sell various types of tenements etc. in the proposed building project and to enter into various agreements with the prospective Purchaser/s and to receive the sale-proceeds in respect thereof.

AND WHEREAS, said land Old S. No. 108A & B was previously owned by Mr. Shankar Laxman Kamthe & Smt. Banabai Kamthe. The said owners Mr. Shankar Laxman Kamthe & Smt. Banabai Kamthe have sold, transferred & conveyed the said land to Mr. Pandurang Ahilu Kamthe by virtue of Sale Deed, dated 14/02/1935 and accordingly the name of purchaser Mr. Pandurang Ahilu Kamthe has been recorded to the village record 7/12 extract by M. E. No. 2287.

AND WHEREAS, said land S. No. 2, Hissa No. 4 of Village Pisoli, Tal. Haveli Dist - Pune was owned by Mr. Mahadu Vithu Masal. Thereafter Mr. Mahadu Vithu Masal died intestate leaving behind his legal heir Widow Gangubai Mahadu Masal and therefore name of Gangubai Mahadu Masal have been recorded in the ownership and Kabjedar Column by M. E. No. 245.

AND WHEREAS, Mr. Kushaba Dama, Pandharinath Saalu and Gangubai Mahadu Masal and others were partitioned the said land S. No. 2, Hissa No. 4 and other Survey Numbers by mutual consent. As per the said Partition Kisan Narayan Masal (minor) through minor natural guardian mother Jayabai Narayan Masal got the share in said property. Accordingly effect the said partition was given to the 7/12 extract by M. E. No. 245.

AND WHEREAS, Gangubai Mahadu Masal died intestate on 04/01/1953 leaving behind her legal heir nephew Kisan Narayan Masal and therefore name of Kisan Narayan Masal have been recorded in the ownership and Kabjedar Column by M. E. No. 473 which came to be certified on 25/04/1954.

AND WHEREAS, as per the order passed by Hon'ble Civil Judge Junior Division, Pune bearing Civil Suit No. 841/1962, name of Mr. Kisan Narayan

Masal deleted from ownership and Kabjedar Column and name of Mrs. Babutai Dagadu kalbhor recorded to the ownership and Kabjedar Column by order passed by Hon'ble Mamaledar Saheb bearing order No. TNC/1349/62 dated 14/10/1964 and effect of the said order was given to 7/12 extract by M. E. No. 727 on 04/08/1966.

AND WHEREAS, Government of Maharashtra has implemented Weights and Measurement Act 1958 and Indian Coinage Act 1955 and the area of land is converted into metric system from Acer into Hector and the said effect has been given by aforesaid mutation. Therefore separate Akarbandh and Hissa form No. 12 is prepared by Special District Inspector Land Record (Dashman) by M. E. No. 751 which came to be certified on or about 1969.

AND WHEREAS, Babutai Dagadu Kalbhor died intestate on 01/06/1988 leaving behind his legal heirs husband Mr. Dagadu Mahadu Kalbhor and sons Mr. Tukaram Dagadu Kalbhor and Mr. Shantaram Dagadu Kalbhor and married daughters Mrs. Mathubai Sopan Kamthe, Mrs. Geetabai Dasharath Masal & Mrs. Janabai Baban Ghule and therefore name of Mr. Dagadu Mahadu Kalbhor, Mr. Tukaram Dagadu Kalbhor and Mr. Shantaram Dagadu Kalbhor has been recorded in the ownership and Kabjedar Column and name of married daughters are recorded in other right column by M. E. No. 1248 which came to be certified on 25/04/1989.

AND WHEREAS, Mr. Shantaram Dagadu Kalbhor with consent of Mr. Tukaram Dagadu Kalbhor, Mathubai Sopan Kamthe, Geetabai Dasharath Masal and Janabai Baban Ghule through Power of Attorney holder Mr. Shantaram Dagadu Kalbhor has sold, transferred and conveyed an area admeasuring 00 H. 37 R. to Mrs. Baby Shantaram Kalbhor by virtue of Sale Deed. As per the said sale deed name of the purchaser was brought on record by M. E. No. 2166 and the same was certified by Circle Officer Hadapsar.

AND WHEREAS, Mr. Shantaram Dagadu Kalbhor for himself and Power of Attorney holder of Mr. Tukaram Dagadu Kalbhor, Mathubai Sopan Kamthe, Geetabai Dasharath Masal and Janabai Baban Ghule has sold, transferred and conveyed an area admeasuring 00 H. 02 R. out of total area 00 H. 37 R to Mr. Mahadev Narayan Ghodake by virtue of Sale Deed. As per the said sale deed name of the purchaser was brought on record by M. E. No. 2273 and the same was certified by Circle Officer Hadapsar.

AND WHEREAS, Mr. Tukaram Dagadu Kalbhor died intestate on 28/07/1999 leaving behind his legal heirs Mr. Dnyanoba Tukaram Kalbhor, Mr. Kalidas Tukaram Kalbhor, Mr. Rohidas Tukaram Kalbhor and Mr. Ankush Tukaram Kalbhor, widow Smt. Muktabai Tukaram Kalbhor and married daughter Mrs. Sunita Maruti Dagade and accordingly the name of legal heirs has been recorded to the 7/12 extract by M. E. No. 2458 which came to be certified on 22/08/2000.

AND WHEREAS, Mrs. Baby Shantaram Kalbhor has sold, transferred and conveyed an area admeasuring 00 H. 02 R. out of 00 H. 37 R to Mr. Navnath Balu Jadhav (00H. 01 R) and Mr. Rohidas Shankar Dhawade (00 H. 01 R) by virtue of Sale Deed. As per the said sale deed name of the purchasers were brought on record by M. E. No. 3126 and the same was certified by Circle Officer Hadapsar.

AND WHEREAS, Mrs. Mathubai Sopan Kamthe, Mrs. Geetabai Dasharath Masal & Mrs. Janabai Baban Ghule were released there undivided share in favor of their brother and legal heirs of died brother namely Mr. Shantaram Dagadu Kalbhor, Mr. Dnyanoba Tukaram Kalbhor, Mr. Kalidas Tukaram Kalbhor, Mr. Rohidas Tukaram Kalbhor, Mr. Ankush Tukaram Kalbhor and Mrs. Sunita Maruti Dagade by virtue of registered Release Deed dated 13/08/2007. The said Release deed was registered before Sub Registrar Haveli No. 12 at Serial No. 7283/2007. As per the said Release deed effect was given to the revenue record of said land and the name of Mrs. Mathubai Sopan Kamthe, Mrs. Geetabai Dasharath Masal & Mrs. Janabai Baban Ghule deleted from 7/12 extract by M. E. No. 3217.

AND WHEREAS, Smt. Muktabai Tukaram Kalbhor and Mrs. Sunita Maruti Dagade were released there undivided share in favor of Mr. Dnyanoba Tukaram Kalbhor, Mr. Kalidas Tukaram Kalbhor, Mr. Rohidas Tukaram Kalbhor, Mr. Ankush Tukaram Kalbhor by virtue of registered Release Deed dated 09/11/2009. The said Release deed was registered before Sub Registrar Haveli No. 12 at Serial No. 7284/2009. As per the said Release Deed effect was given to the revenue record of said land and the name of Smt. Muktabai Tukaram Kalbhor and Mrs. Sunita Maruti Dagade deleted from 7/12 extract by M. E. No. 3233.

AND WHEREAS, Mrs. Baby Shantaram Kalbhor has sold, transferred and conveyed an area admeasuring 00 H. 01 R. out of 00 H. 35 R to Mr. Jayappa Sopan Chavan by virtue of Sale Deed. As per the said sale deed name of the purchaser was brought on record by M. E. No. 3423 and the same was certified by Circle Officer Hadapsar.

AND WHEREAS, Mrs. Baby Shantaram Kalbhor was sold, transferred and conveyed her self acquired property i.e. an area admeasuring 00 H 7.5 R out of 00 H 34 R to Mr. Vinesh Naresha Oswal, by virtue of Sale Deed dated 01/10/2015 duly registered before Sub Registrar Haveli No. 3 at serial No. 8821/2015. As per the said sale deed name of the purchaser i.e. Mr. Vinesh Naresha Oswal was brought on record by M. E. No. and the same was certified by Circle Officer Hadapsar.

AND WHEREAS, Mr. Dnyanoba Tukaram Kalbhor, Mr. Kalidas Tukaram Kalbhor, Mr. Rohidas Tukaram Kalbhor, Mr. Ankush Tukaram Kalbhor were sold, transferred and conveyed an area admeasuring 00 H 35 R with consent of Mrs. Chaya Dnyanoba Kalbhor & others to Mr. Vinesh Naresha Oswal, by virtue of Sale Deed dated duly registered before Sub Registrar Haveli No. 3 at serial No. As per the said sale deed name of the purchaser i.e. Mr. Vinesh Naresha Oswal was brought on record by M. E. No. and the same was certified by Circle Officer Hadapsar.

AND WHEREAS, the owner/ Promoter has proposed to construct a number of multistoried building consisting of residential flats and Terrace Flat on the said land (hereinafter referred to as 'THE SAID BUILDINGS') with intention to sell the Flats on ownership or like basis.

AND WHEREAS, the Owner / Promoter has the sole and exclusive right to sell the various Tenements in the said building being constructed by the Owner / Developers on the said property and to enter into agreement/s with

the prospective Purchaser of the flats and other tenements and to receive the sale price in respect thereof.

AND WHEREAS, the owner/ Promoter has appointed to get the building plans etc. prepared and sanctioned from the concerned local authorities and **Mr. Jaydeep Deshpande** has been appointed to supervise the entire construction work of the building project as an **Architect** of the Promoter and also appointed as **R.C.C. consultant**.

AND WHEREAS, the Purchaser/s requested to the Promoter and the Promoter has supplied unto the Purchaser/s the copies of all the documents of title, relating to the said land, the said orders, the plans, designs and specifications prepared by the Promoters Architect and of such other documents which are required under the provisions of the **Maharashtra Ownership Flats Act 1963. The Maharashtra Apartment (Ownership) Act, 1970** and the rules made there under (hereinafter referred to as 'THE SAID ACT/RULES').

AND WHEREAS, the Owner /Promoter has also supplied the Purchaser/s the copies of the certificates of title issued by the Advocate of the Promoter and the copies of Sale Deed, village Extract Form VI and VII / XII showing the nature of the title of the owner and the Promoter to the said land.

AND WHEREAS, the Purchaser/s has before the execution of these presents independently scrutinized the foregoing documents with the help of his / her / their Advocate and has completely satisfied himself / herself / themselves in respect of the rights and title of the owners and the Promoter to the said land, the rights of the Promoter to construct a building project thereon and sell the same and due compliance by the Promoter of the relevant provisions contained in the said Acts and Rules.

AND WHEREAS, the competent Authority i.e. **Assistant Director of Town Planning Pune**, bearing its **No. dated** and has sanctioned the building plans laying down certain restrictions and conditions and the Promoter is to construct the said building project in accordance with these restrictions and conditions and only upon due observance of which the completion and occupation certificate in respect of the said building / project shall be granted by the concerned authorities and the Architect of the Developer.

AND WHEREAS, the Sub Divisional Officer Pune, by its **Order No. dated** have granted the **Non Agricultural Permission** for Residential Purpose only for the said land.

AND WHEREAS, the Promoter has started the construction of the said buildings in accordance with the plan sanctioned by the A.D.T.P. Pune and agreed to complete the construction as per the same.

AND WHEREAS, Purchaser/s being desirous of acquiring occupancy rights over the **Flat No., on Floor in Wing/Building No. "....." in Building "MAYURI OPTIMUM"** to be constructed on the said land (hereinafter referred to as 'THE SAID PREMISES') applied to the Promoter for allotment of the same.

AND WHEREAS, relying upon the said application the Promoter has agreed to sell to the Purchaser/s the said premises at the price and on terms and conditions hereinafter appearing.

AND WHEREAS, U/S. 4 of the **Maharashtra Ownership Flats Act 1963**, the Owner / Promoter is to execute an Agreement of sale with the Purchaser/s being in fact these presents and also to register the same.

NOW THIS DEED WITNESS AND IT IS HERE BY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1) The Owner / Promoter shall construct the said building/s in accordance with the sanctioned plan by the competent Authority. It is agreed by the Purchaser/s that the Promoter is entitled to construct additional or lesser number of buildings than shown in the said plans and also to make any reasonable alterations or variations in the said plan as may be required by the Promoter or by the concerned authority. It is further agreed by the Purchaser/s that if the competent authority permits any additional construction in the said buildings or the said land it shall be the sole and exclusive authority of the Promoter to construct thereon. The Purchaser/s hereby gives his irrecoverable consent to such additional or lesser number of buildings being constructed or additional construction being constructed by the Promoter in the said land or such alteration additions or modifications being carried out by the Promoter in the building provided it does not affect the area of the said premises.

2) A) The Purchaser/s hereby agrees to purchase and the Promoter hereby agrees to sale to the Purchaser/s-

FLAT NO.	:
WING/BUILDING NO.	:
AREA	: Sq. Fts. Carpet + Terrace area admeasuring about Sq. Fts
FLOOR	:rd FLOOR
CAR PARKING	: One Covered Car Parking No. ...
NATURE	: Residential
CONSIDERATION	: Rs./- (Rupees only) (Including all Charges)

The Purchaser/s has paid a sum of

(i) Rs./- Paid by Cheque No., Dt. Drawn on Bank, Branch -

(ii) Rs./- Paid by Cheque No., Dt. Drawn on Bank, Branch -

to the Owner / Promoter prior to / at the time of execution of these presents. The Owner / Promoter hereby acknowledges the receipt of the said amounts.

B) The Purchaser/s hereby agrees and undertakes to pay to the Owner / Promoter the balance amount of consideration **Rs./- (Rupees Only)** in the following manner.

PURCHASER/S TO PAY BALANCE AMOUNT

Stage of Work	% of Payment
Booking	/-
Agreement	 % (Incl. of Booking)
Plinth Start	%
1 st Slab Casting	%
2 nd Slab Casting	%
3 rd Slab Casting	%
4 th Slab Casting	%
5 th Slab Casting	%
Start of Masonry (Respective Floor)	%
Start of Int. Plaster (Respective Floor)	%
Start of Tiling Work (Any Floor)	%
Possession Or Completion (Which Ever Is Earlier)	%
Total	100%

NOTE: The above said payment slab shall be applicable according to the floor on which the unit each situated.

(That the Service Tax @ 4.50% and VAT @ 1% or any other taxes as applicable time to time shall be paid by The Purchaser to the Govt. as and when demanded by the Owner / Promoter & any other taxes if applicable shall be paid by the Purchaser on demand)

3) The Owner / Promoter/ Builder hereby agrees that they shall, before handing over possession of the Flat to the Purchaser/s and in any event before execution of a conveyance of the said Property in favour of a Apartment Association/Society to be formed by the Purchaser/s of flats in the building to be constructed on the said property, make full and true disclosure of the nature of his title to the said property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said property, and shall, as far as practicable, ensure that said property is free from all encumbrances and that the Owner/the Promoter have absolute, clear and marketable title to the said property so as to enable the Promoter to convey the said Society/Limited Company, such absolute, clear and marketable title on the execution of a conveyance of the said property by the Promoter and Owners in favour of the said Society/Limited Company.

4) The Purchaser/s agrees to pay to the Promoter interest at **18% p.a.** on all the amounts which become due and payable by the Purchaser/s to the Promoter under the terms of this agreement from the date of the said amount is payable by the Purchaser/s to the Promoter. However if the amount due is not paid within **15 days** from the due date then the agreement is liable to be

terminated and it is not necessary and obligatory upon the Owner / Promoter to inform the Purchaser/s.

5) On the Purchaser/s committing default in payment on due date or any amount due and payable by the Purchaser/s to the Promoter under this Agreement, including his/her proportionate share of taxes levied by concerned local authority and other out goings and the Purchaser/s committing breach of any of the terms and conditions herein contained the Owner / Promoter shall be entitled at his own option to terminate this agreement.

6) PROVIDED ALWAYS THAT the power of termination herein before contained shall not be exercised by the Owner / Promoter unless and until the Owner / Promoter shall have given to the Purchaser/s **7** days prior notice in writing of his intention to terminate his agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within a month from the date of such notice.

7) PROVIDED FURTHER THAT upon termination of this agreement as aforesaid, the Owner / Promoter/Builder shall refund to the Purchaser/s the installments of Sale price of the said Flat which may till then have been by the Flat Purchaser/s to the Owner / Promoter/Builder but the Owner / Promoter /Builder shall not be liable to pay to the Purchaser/s any interest on the amount so refund and upon termination of this agreement, the Owner / Promoter/Builder, shall be at liberty to dispose of and sell the Flat to such person and at such price as the Owner / Promoter/Builder may in their absolute discretion think fit and the Purchaser/s shall not be entitled to make any claim against the Promoter/Builder except the amounts to be received by him.

8) The fixtures, fittings and amenities to be provided by the Owner / Promoter/Builder in the said Flat and the building are those that area set out in **Annexure "C"** annexed here to.

9) The Owner / Promoter/Builder declarers that the Flat is free from all encumbrances and he has authority to enter into agreement of Sale for the Flat.

10) The Owner / Promoter/Builder shall pay the amount of the said Flat towards the costs of Legal Charges for the preparation of this agreement, Society Formation Charges and M. S. E. D. C. L. Charges.

11) The Owner / Promoter shall hand over the possession of the said premises to the Purchaser/s **within months** from the date of this agreement. If the Owner / Promoter fails to give possession on account of reasons beyond their control as per the provision of Section 8 of Maharashtra Ownership Flats Act by the aforesaid date or the date/dates prescribed by section 8 of the said Act, the Purchaser/s shall be entitled to give notice to the Promoter terminating this agreement in which case the Owner / Promoter shall within two weeks from the receipt of such notice, refund to the Purchaser/s the aforesaid amount of deposits, along with simple interest at the rate of Nine percent per annum. In such case, neither party shall have any rights against each other in respect of said premises or this agreement and the Owner / Promoter shall be at liberty to deal with the said premises in any manner as the Promoter may deem fit, provided that the Owner /

Promoter shall be entitled to a reasonable extension of time for giving possession, if the delay is on account of :-

- i) Non receipt of completion certificate, Water connection or other essential services from the local authority.
- ii) Non availability of construction materials, strike by transporters,
- iii) War / Civil commotion or act of God.
- iv) Any notice, order of the Court, Rule, Notification of Govt., and / or Local Authority.

12) It is hereby agreed by and between the parties that the Owner / Promoter shall give possession of the said premises **to either or survivor (NOMINEE)** in case of death of the Purchaser/s before possession of the said premises is handed over to the Purchaser/s provided that the said nominee is ready and willing to perform his part of the agreement or performed the Purchaser/s remaining part of these presents. In such event the said nominee shall be treated as a Purchaser/s for all the purposes of these presents and notices served on the said nominee shall be treated as sufficient service on all legal heirs of the Purchaser/s. The Owner / Promoters shall not be liable for any disputes amongst the legal heirs of the Purchaser/s. In case the Purchaser/s wants to change his nominee he may do so by informing in writing authority or change / alter or make additions in or to the building in which the Flat/ is situated in the Flat itself or any part thereof.

13) The Purchaser/s shall take possession of the said premises within **7** days of the Owner / Promoter giving written notice to the Purchaser/s intimating him that the said premises is ready for use and occupation, after paying all the dues arrears purchase price and other dues, failing which the Purchaser/s shall loose forthwith his right, title and interest in respect of the said premises. The Owner / Promoter shall then be entitled to forfeit the earnest money paid by the Purchaser/s and shall then refund all the rest of the amounts received by the Owner / Promoter to the Purchaser/s without any interest whatsoever only after the said premises is sold to another Purchaser/s by the Owner / Promoter. The Owner / Promoter shall be at the liberty to deal with the said premises in any manner the Owner / Promoter deem fit.

14) The Flat Purchaser/s or himself/ themselves with the intention to bring all persons into whosoever hands the flat may come, both hereby covenant with the Owner / Promoter/ Builder as follows :-

- a) To maintain the Flat at Purchaser/s own cost, good and tenable repair condition from the date of the possession of the said flat is taken and or shall not to do or suffer to be done anything in or to the building in which the flats/s is situated, staircase or any passage which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make additions in or to the building in which the Flat is situated and in the Flat itself or any part thereof.
- b) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building or not to use the / flat for any industrial Purpose/ Wine / Lottery Center / Flour Mill in which the flat is situated or storing of which goods is objected by the concerned local and or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to cause damage the staircase, common passages or any other structure of the building in which the flat is situated, including entrances of the said building and in case any damage is caused to the building on account

of negligence or default of the flat Purchaser/s in this default, the Purchaser/s shall be liable for the consequences of the breach.

- c)** To carry at his own cost all internal repairs to the said Flat and maintain in the Flat in the same condition, state and order in which it was delivered by the Owner / Promoter/ Developer to the Purchaser/s and shall not do or suffering to be done anything in or to the said building or the Flat which may be given the rules and regulation and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing 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 the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat any part thereof, nor any alteration in the elevation and outside color scheme of the said building and shall keep the portion, sewers, drains, pipes in the flat and appurtenances there to in good tenantable repair and conditions, and in particular, so as to support shelter and protect the other parts of the said building and not chisel or in any other manner damage to columns, beams, walls, slab or R. C. C. parapet or other structural members in the Flat without the prior written of the Owner / Promoter and/or the Society or the Limited Company.
- e)** 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 said building.
- f)** Pay to the Owner / Promoter/Builder within 15 days of demand by the Owner / Promoter/Builder, his share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to the said building.
- g)** To bear and pay increase in local taxes, water charges, insurance and such other lives, if any which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the flat by the Purchaser/s viz. user for any purpose other than for residential purpose.
- h)** The Purchaser/s shall not let, sublet, transfer, assign or part with Purchaser/s interest or benefit factor of this agreement or part with the possession of the Flat without the written permission of the Owner/Promoter/Builder and also until all the dues payable by the Purchaser/s to the Promoter/Builder under this agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of non observance of any of the terms and conditions of the agreement.
- i)** The Purchaser/s shall observe and perform all the rules and regulations which the society or the Limited Company may adopt at its inception and the additions, alteration or amendment thereof that may be made from time to time for protection and maintenance of the said building rules, regulations and bye-law for the time being of the concerned local authority and Government bodies. the Purchaser/s shall also observe and perform all the stipulation and conditions laid down by the Society/limited company 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 out goings in accordance with the terms of this agreement.
- j)** Till conveyance of the said Flat is executed, the Purchaser/s shall permit the Owner / Promoter/Builder and their surveyors and agents,

with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and conditions thereof.

15) The Purchaser/s shall also be liable to pay the taxes, assessments and levies by the Grampanchayat **Pisoli** / Zilha Parishad Pune / Collector Pune or any other local / competent authorities from the date of obtaining possession of the flat / in respect of the said premises.

16) The Purchaser/s shall use the said premises or any part thereof and shall permit the same to be used only for the purposes which are permitted under the existing rules and regulations.

17) The Purchaser/s shall have no rights to deal with, dispose off and sell in any manner the open spaces, parking spaces, set backs, front margin, terraces and lobbies, front margins etc. at any price and to any person, including a stranger, on any terms and conditions.

18) The Owner / Promoter shall have exclusive right to deal with, dispose off and sell any manner the open spaces, parking spaces, top terraces of the building and lobbies etc. at any price and to any person, including a stranger including any Company or advertising agency for installation of mobile Towers, D. G. Gen-set etc. on any terms and conditions as the Owner / Promoter may think fit. The Owner / Promoter also reserves the total right and interest in respect of the terrace above the building/s. the Owner / Promoter further reserves the right to use the any additional F. S. I. and T. D. R. with respect to the said building/s to use on the same building or elsewhere and the prospective Purchaser/s have no right as such to the same.

19) The Purchaser/s along with other Purchaser/s shall join in formation/ registration of Co-operative Housing Society/ Association of Apartment Owner Condominium/ a Limited Company or a like body that would be formed by the Promoter. For this purpose the Purchaser/s shall sign and execute all relevant documents including the bye-laws, as prepared by the Advocate of the Owner / Promoter to enable the Owner / Promoter to register the organization within the time prescribed by the said Act.

20) The Purchaser/s shall pay to the Owner / Promoter an amount as it will be decided at the time of formation of a Co-operative Society/ Condominium of Apartment as aforesaid towards the share money, application, entrance fees and for formation and registration charges of the Society/deed of Declaration as the case may be the Promoters deems fit.

21) The Owner / Promoter shall within a period of three years after the registration as aforesaid and subject at the timely compliance of the various provisions of these presents by Purchaser/s subject also to the disposal of other premises in the proposed building and subject to the receipt of the entire consideration from the other Purchaser/s in the proposed building, cause the original owner to convey and absolutely transfer the said premises individually in favour of the Purchaser/s herein or the said land and building in favour of the Society or Limited Company or Association of Apartment Owners, etc.

22) At the time of registration the Purchaser/s pay to the Owner / Promoter his share of stamp duty and registration charges if any, payable by the Society / Condominium of Apartment etc. on conveyance as aforesaid.

23) In the event of the Society etc. is formed before the sale and disposal by the Owner / Promoter of all the premises in the said building as aforesaid, the power of the Society/ Condominium of Apartment, etc. so formed shall be subject to overall authority and control of the Owner / Promoter and in particular the Promoter shall have absolute authority and control as regards the unsold premises and disposal thereof. In such case the Owner / Promoter shall not be liable to pay any maintenance or other charges in respect of the unsold premises to the Society/ Condominium of Apartment etc.

24) Even after the final conveyance of the said land and building in favour of the Society/ Condominium of Apartment etc. the Owner / Promoter shall have a right to dispose of the unsold premises in the said building in any manner and the sale proceeds thereof shall being absolutely paid to the Owner / Promoter and such Purchaser/s shall be accepted as members of such Society/ Condominium of Apartment etc. the Owner / Promoter in such case shall not be required to pay any transfer fees to the Society/ Condominium of Apartment etc. For Flat & holders the maintenance of the building shall be on a regular monthly basis as decided by the Owner / Promoter till the formation of Society / Condominium of Apartment as the case may be.

25) The Purchaser/s shall obtain prior permission from the Owner / Promoter if the Purchaser/s intends to transfer or sell the said premises of his/her/their rights or benefits of these presents before the final conveyance, the Purchaser/s shall also pay to the Owner / Promoter a sum at the rate of 2% on the amount of consideration received by the Purchaser/s on such transfer or sale or a sum of Rs. 50,000/- whichever is more by way of transfer fee till the Owner / Promoter forms the society.

26) The name of the building on the said land shall always be known as **"Mayuri Optimum"** and subject to the approval of the Assistant Registrar of Co-operative Societies. The Co-operative Society/ Condominium of Apartment to be formed shall bear the same name.

27) Provided it does not affect or prejudice in any way the rights of the Purchaser/s, the Owner / Promoter shall be at liberty to sell, assign, transfer or otherwise to deal with in any manner with the right, title and interest of the Owner / Promoter in the said land and/or in the building as the Owner / Promoter may deem fit.

28) The Purchaser/s or the persons to whom the said premises are let, sublet, transferred assigned by the Purchaser/s or the person who is put in possession of the said premises by the Purchaser/s, shall from time to time sign and execute all necessary applications, etc. and shall also do all acts, things, and deeds as may be required by the Promoter for safeguarding interest of the Owner / Promoter and/or the Purchaser/s in the said building project.

29) It is hereby agreed by and between the parties hereto that the Owner / Promoter or the nominees of promoter shall have absolute and perpetual right of displaying advertisements, sign boards, hoarding, etc. in or upon the said land and building and to liable to pay all municipal or the other taxes in respect thereof.

30) In case if any new tax, levy, assessments, betterment or development charges are levied by the Grampanchayat **Pisoli** or any other local or Govt. Body or Tahashildar or Collector Pune (N A) if there is any increases in such taxes, levies, assessments, betterment, or development charges or in case

there is any increase in the amount of deposit to be paid for securing a water and electricity connection the Purchaser/s shall contribute proportionately towards payments of such new taxes and increases in taxes, levies, deposits, etc.

31) The Purchasers have already deposited the amount of deposit against maintenance, MSEB, VAT, Service Tax and Legal Fees.

32) Nothing contained in this agreement is intended to be construed as a grant, demise of or assignment in law of the said premises or land building. the Purchaser/s shall have no claim save and except in respect of the said premises hereby agreed to be sold to him and all open spaces, parking spaces, staircases, terraces, lobbies etc. will remain the property of the Owner / Promoter until the final conveyance in favour of the Society/ Condominium of Apartment etc. which is formed then but the right in respect of the terrace above building/s shall be used and enjoy by the Owner / Promoter alone.

33) Any delay tolerated by the Owner / Promoter in enforcing the terms and conditions of this agreement or any forbearances or giving of time to hand over possession to Purchaser/s shall not be construed as waiver on the part of the Promoter, nor shall the same in any manner prejudice the rights of the Owner / Promoter under agreement.

34) The Purchaser/s shall present this agreement as well as the conveyance at the proper registration office within the time limit prescribed by registration Act, the Purchaser/s shall inform the number at which it is presented and the Owner / Promoter shall attend such office and admit the execution thereof.

35) All notices to be served on the Purchaser/s shall be deemed to be properly served if served to the Purchaser/s under certificate of posting at the address of the Purchaser/s given in the caption of this agreement.

36) It is also understood and agreed by and between the parties that the terrace/ garden, space adjacent to the terrace/ garden premises shall belong exclusively to the respective Purchaser/s of the terrace/ garden premises. The terrace of such terrace premises shall not be enclosed by the Purchaser/s till the permission in writing is obtained from the concerned Local Authority and the Owner / Promoter or the Society/ Limited company/Condominium of Apartment, etc. The terrace above building and front and side margin of the building, open space are exclusively owned and possessed by the Owner / Promoter's alone and the Purchaser/s have no right as such. So also the Purchaser/s shall not deface the external structure of the building and do not make any such alteration which may result into or caused damaged to the neighboring unit and or building.

37) This agreement shall always be subject to the Maharashtra Ownership Flats Act, 1963, the Maharashtra Apartment Ownership Act, 1970 and the Maharashtra Co-operative Societies Act, 1960 and the Rules made there under.

38) All the expenses of stamp duty, registration charges, sales tax, and service tax if any, including the attorney's costs and all the incidental expenses have been agreed to be borne by the Purchaser/s.

SCHEDULE - A

DESCRIPTION OF THE PROPERTY IN THE SAID LAND ABOVE

REFERRED TO :-

i) All that piece and parcel of land bearing **S. No. 2, Hissa No. 4 an area admeasuring 00 H 35 R out of 00 H 72 R + Pot Kharaba 00 H 02 R total an area admeasuring 00 H 74 R assessed at 94 Paise**, lying and situated at revenue village & Grampanchayat **Pisoli**, Tal - Haveli, Dist - Pune and within the limits of Zilha Parishad Pune Taluka Panchayat Samitee Haveli, and registration Sub-District Haveli No. 1 to 27 & which is bounded are as under:

ON OR TOWARDS THE

East : By Undri - Pisoli Road

South : By property of Mrs. Baby Shantaram Kalbhor.

West : By Canal.

North : By S. No. 2/3 property of Mr. Shrikant Kataria.

ii) All that piece and parcel of land bearing **S. No. 2, Hissa No. 4 an area admeasuring 00 H 2.31 R out of 00 H 72 R + Pot Kharaba 00 H 02 R total an area admeasuring 00 H 74 R assessed at 94 Paise**, lying and situated at revenue village & Grampanchayat **Pisoli**, Tal - Haveli, Dist - Pune and within the limits of Zilha Parishad Pune Taluka Panchayat Samitee Haveli, and registration Sub-District Haveli No. 1 to 27 & which is bounded are as under:

ON OR TOWARDS THE

East : By Undri - Pisoli Road

South : By property of Mrs. Baby Shantaram Kalbhor.

West : By property of Mr. Dnyanoba Kalbhor and others.

North : By property of Mr. Dnyanoba Kalbhor and others.

iii) All that piece and parcel of land bearing **S. No. 2, Hissa No. 4 an area admeasuring 00 H 5.19 R out of 00 H 72 R + Pot Kharaba 00 H 02 R total an area admeasuring 00 H 74 R assessed at 94 Paise**, lying and situated at revenue village & Grampanchayat **Pisoli**, Tal - Haveli, Dist - Pune and within the limits of Zilha Parishad Pune Taluka Panchayat Samitee Haveli, and registration Sub-District Haveli No. 1 to 27 & which is bounded are as under:

ON OR TOWARDS THE

East : By property of Mrs. Baby Shantaram Kalbhor.

South : By property of Mrs. Baby Shantaram Kalbhor.

West : By Canal.

North : By property of Mr. Dnyanoba Kalbhor and others.

SCHEDULE - B

DESCRIPTION OF THE FLAT

FLAT NO. ON **FLOOR** IN **WING/BUILDING NO.** "...." AN AREA
ADMEASURING **CARPET SQ. FTS. + ATTACHED TERRACE SQ.**
FTS. WITH ONE COVERED CAR PARKING NO. (INCLUDING
PASSAGE AREA AND THE COMMON AREAS) IN THE BUILDING KNOWN AS,
"MAYURI OPTIMUM" CONSTRUCTED ON THE PROPERTY DESCRIBED IN
SCHEDULE - A HEREINABOVE.

ANNEXURE / SCHEDULE-C
GENERAL SPECIFICATIONS

- ❖
- ❖
- ❖
- ❖
- ❖

AMENITIES

- ❖ Club house
- ❖ Garden
- ❖ Walking Track
- ❖ Generator back
- ❖ Decorated Lobby
- ❖ Two Lift's & Two Staircase's
- ❖ Solar Energy System
- ❖ Toddlers Play Area
- ❖ Security Cabin
- ❖ CC TV System

MR. PARMESHWAR M. WAGHMARE (PATIL)
(Advocate)

Add: Flat No. 4, First Floor, M.P.B. Chambers, S. No. 156, Pune-Solapur Road, Hadapsar, Pune - 411028
Mob. No. : 9850575740

TITLE CERTIFICATE

This is certify that the landed property described in the Schedule is owned by **Mr. Vinesh Naresh Oswal**, being partner of **MAYURI REALTORS**, a partnership firm registered under the provisions of Indian Partnership Act, 1932, having its office at : 93/1, Autade Handewadi, Tal. Haveli, District Pune 411 028. I have inspected the relevant Revenue Record and from the available record of rights and perusal of title deeds the present owners are absolute and lawful owners and are in actual, physical possession of the property more particularly described in the Schedule written hereinunder. I have also carried out the Search and has hold that the present owners is having clean, clear and good marketable title in respect of the said property on the basis of the forgoing and based on the documents produced for our perusal, I hereby certified that the title of the owners of the land under title certificate appears free, clean, clear and marketable and the owners have good right and valid title for the subject land free from all encumbrances of whatsoever in nature and the owner is having clean, clear and marketable title free from all encumbrances.

SCHEDULE

i) All that piece and parcel of land bearing **S. No. 2, Hissa No. 4 an area admeasuring 00 H 35 R out of 00 H 72 R + Pot Kharaba 00 H 02 R total an area admeasuring 00 H 74 R assessed at 94 Paise**, lying and situated at revenue village & Grampanchayat **Pisoli**, Tal - Haveli, Dist - Pune and within the limits of Zilha Parishad Pune Taluka Panchayat Samitee Haveli, and registration Sub-District Haveli No. 1 to 27 & which is bounded are as under:

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South : By property of Mrs. Baby Shantaram Kalbhor.

West : By Canal.

North : By property of Mr. Dnyanoba Kalbhor and others.

PUNE

Sd. XXX

DATE: 21/12/2015

PARMESHWAR M. WAGHMARE (PATIL)

ADVOCATE

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET
AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEAL ON THE DAY,
MONTH AND THE YEAR FIRST MENTIONED HERE IN ABOVE WRITTEN**

SIGNED SEALED AND DELIVERED
By the within named PROMOTER / DEVELOPER / OWNER

MR. VINESH NARESH OSWAL
Prop. Of **MAYURI REALTORS,** **PROMOTER / DEVELOPER/ OWNER**

SIGNED SEALED AND DELIVERED
by the within named PURCHASER/S

1) MR.

2) MRS.

PURCHASER/S

IN PRESENCE OF

WITNESS

1) Signature :

Name :

Add. :

2) Signature :

Name :

Add. :

MAYURI OPTIMUM

Haveli - 03

RT. No. _____/2017

Dated : / /2017

Scan Time :

MR. VINESH NARESH OSWAL

Prop. Of MAYURI REALTORS

DEVELOPERS

AND

1) MR.

2) MRS.

PURCHASER/S

ZONE No. :

Govt. Valuation: Rs./- per Sq. Mtrs.

FLAT NO. :

FLOOR :rd Floor

Govt. Valuation : Rs./-

Consideration : Rs. /-

Stamp Duty : Rs./-

1% Reg. Fee : Rs./-