



ARTICLES OF AGREEMENT FOR FLAT NO. ____

Mr.

ARTICLES OF AGREEMENT

This Articles of Agreement is made & executed at Pune on this

B E T W E E N

ALCON DEVELOPERS, (PAN NO. AARFA6874F) A registered partnership firm having its office at 4th Floor, Office No. 2, Metropole, Near Inox Multiplex, Bund Garden Road, Pune 411 001, through its Partner, Mr. Jagdishprasad Tilakchand Agarwal, Age 70 Years, Occupation Business & having address at 4th Floor, Office No. 2, Metropole, Near Inox Multiplex, Bund Garden Road, Pune 411 001.

Hereinafter referred to as the **“PROMOTERS / BUILDERS & DEVELOPERS”** (which expression shall unless repugnant to the context or meaning thereof shall be deemed to mean & include the said firm, all its Partners, their survivors & the heirs, executors, administrators & assigns of such survivors)

...OF THE FIRST PART

A N D

I-(1) Mr. Yogiraj Yashwant Lonkar, Age : 49 Yrs, Occupation - Agriculturist, PAN No. : AFRPL6126Q

(2) Mrs. Savita Yogiraj Lonkar, Age:46 Yrs, Occupation – Housewife

(3) Kumari Poonam Yogiraj Lonkar, Age : 21 Yrs, Occupation – Education

(4) Kumari Pooja Yogiraj Lonkar, Age : 20 Yrs, Occupation – Education

(5) Mr. Dhananjay Yogiraj Lonkar, Age : 19 Yrs, Occupation – Education

All R/at - Mundhwa, Lonkar Wasti, Tal. Haveli, Dist - Pune.

II-(1) Mr. Rohidas Yashwant Lonkar, Age : 47 Yrs, Occupation - Agriculturist, PAN No. : AFRPL 6452 R, (II-1 for himself and natural guardian father of Minor No. II- 3 & 4)

(2) Mrs. Vaishali Rohidas Lonkar, Age : 41 Yrs, Occupation – Housewife

(3) Kumari Prasanna Rohidas Lonkar, Age : 13 Yrs, Occupation – Education

(4) Kumar Pranit Rohidas Lonkar, Age : 09 Yrs, Occupation – Education

All R/at - Mundhwa, Lonkar Wasti, Tal. Haveli, Dist - Pune.

III. Mr. Narayan Tukaram Pawar, Age : 75 Yrs, Occupation – Business, R/at - Pawar Complex, Sr. No. 225/5, Hadapsar, Pune – 411028

IV-(1) Mr. Santosh Jayaji Lonkar, Age: 45 Yrs, Occupation - Agriculturist, (No. IV-(1) for himself and natural guardian father for minors No. IV(3 to

5)

(2) Mrs. Swati Santosh Lonkar, Age : 35 Yrs, Occupation – Housewife

(3) Kumari Vrushali Santosh Lonkar, Age : 14 Yrs, Occupation – Education

(4) Kumar Abhishek Santosh Lonkar, Age : 12 Yrs, Occupation – Education

(5) Kumar Nikhil Santosh Lonkar, Age : 10 Yrs, Occupation – Education

All R/at - Mundhwa, Lonkar Wasti, Tal. Haveli, Dist – Pune

All through their duly constituted Power of Attorney Mr. Jagdishprasad Tilakchand Agarwal, Age : 69 Yrs, Adult, Occupation Business, Add: Office No. 2, Fourth Floor, Metropole, Bund Garden Road, Opp. Inox Multiplex, Pune – 411 001. Hereinafter jointly and collectively referred to or called as "The Consenting Party / Owners" (Which expression unless repugnant to the context and meaning thereof shall mean and include they, themselves, their heirs, executors, administrators and assigns)

...OF THE SECOND PART

A N D

1) Mr.

Age: ____years, Occupation:

PAN:

Residing at _____ -

Hereinafter referred to as the "PURCHASER/S" (which expression shall unless repugnant to the context or meaning thereof shall be deemed to mean & include his / her / their heir / s, executors, administrators & assigns)

...OF THE THIRD PART

WHEREAS the Promoters are absolutely seized & possessed of or otherwise well & sufficiently entitled to all that piece & parcel of land or ground (i) S. No. 35, Hissa No. 2C/1, an area admeasuring about 00 H. 76 R i.e. 7600 Sq. Mtrs. out of entire area 01 H. 55 R, (ii) S. No. 35, Hissa No. 2C/2, 00 H. 76 R i. e. 7600 out of out of entire area 01 H. 54 R, (iii) S. No. 35, Hissa No. 2D/1, admeasuring area about 00 H. 40 R out of area 00 H. 98.7 R out of entire area 01 H. 49 R, (iv) S. No. 35, Hissa No. 2D/2, admeasuring area about 01 H. 20 R, (v) S. No. 35, Hissa No. 2D/3,

admeasuring area about 00 H. 30 R out of 00 H. 40 R, total area admeasuring 03 H. 42 R in Residential Zone of revenue Village Mundhwa, Tal - Pune City, Dist - Pune within the limits of Grampanchayat Keshavnagar (Mundhwa), & within the limits of Sub Registrar Haveli No. 1 to 20, District Pune is owned and possessed by the Party of the Second Part / Consenting Party as the owners of the property. The above said owners are in occupation and possession of the property and they have every right, title, interest and absolute ownership of the said property and the same is declared as residential zone by the Pune Municipal Corporation Pune and Town Planning Authority Pune and same is more particularly described in the Schedule written hereunder. They have every right and authority to give the said land for Development to any party as per their wishes.

AND WHEREAS, in pursuance of the Development Agreements & Irrevocable General Power of Attorney dated 22/06/2010 registered on 23/06/2010 executed by and between owners i.e. the Party of the Second Part in favour of the Part of the First Part / Developer and some are and were registered before Sub-Registrar Haveli No. 6, Pune at Serial No. 5495/2010, 5496/2010, & 5505/2010 & 5506/2010 on the terms and conditions and the Consideration mentioned therein and the Consenting Party have appointed the Party of the First Part as the Promoters /Developers /Builders to carry out the construction and development of the said property and authorized and empowered to sell the flats/ shops/ offices/ terraces/ tenements/ garden/ godowns/ etc. to proposed purchaser(s) in accordance with the terms and conditions contained in the said Development Agreements.

AND WHEREAS, by virtue of the development agreement(s) the promoters alone have full and exclusive rights to sell the flats/ shop/ office/terraces/ tenements/ garden/ godowns/ etc. in the said building(s) to be constructed by the promoters on the said property and to enter into agreements with the proposed purchasers of the flats/ shop/ office/ terraces/ tenements/ garden/ godowns/ etc. and receive the consideration amount in respect thereof.

AND WHEREAS, the Architect of the Promoters has submitted proposed development and building plans out of the said entire land for construction of new building & obtained sanction from Asst. Director Town Planning, Pune in respect of land S. No. 35/2D/2 & 35/2D/3 is amalgamated as per the Layout & Building Plan under No. Layout/NABP/Mouje

Mundhwa/Tal. Haveli/S. No. 35/2D/2, 35/2D/3/SSP/4856, dated 07/12/2010 and in respect of the land S. No. 35/2C/1(p) & 35/2C/2(p) is amalgamated as per the Layout & Building Plan under No. NABP/Mouje Mundhwa/Tal. Haveli/S. No. 35/2C/1, 35 /2C /2/SSP/4028, dated 10/08/2012 and in respect of the land S. No. 35/2D/1(p) the said land as per the Layout & Building Plan under No. Layout/NABP/Mouje Mundhwa/Tal. Pune City/S. No. 35/2D/1(P) /, SSP/2752, dated 09/05/2013. As per the said plans & specifications of the multistoried building/s proposed to be constructed by the Promoters on the said land.

AND WHEREAS, as per such plans & specifications sanctioned by the concerned authorities the Promoters propose to construct a Housing Complex to be known as “**ALCON SILVERLEAF**” hereinafter referred to as “THE SAID BUILDING”, on the said plot of land, comprising of flats, shops, clubhouse, garden & other premises as permissible under Development Control Rules & Regulations for the time being in force. The said land & the said building hereafter where the term permits are together referred to as “THE SAID PROPERTY”.

AND WHEREAS pursuant to an application made in that behalf, the Collector of Pune, vide NA Order No. PMH/NA/SR/913/2010, dated 16/02/2011 for S. No. 35/2D/2 & 35/2D/3, and Order No PMH/NA/SR/1384/ 2012 dated 12/12/2012 for S. No. 35/2C/1(p) & 35/ 2C/2 (p) & Order No PMN/NA/SR/05/13 dated 21/01/2014 for S. No. 35/2D/1(P) passed under section 44 of the Maharashtra Land Revenue Code, 1966, permitted conversion of the use of the said land from “Agriculture” to “Non- Agriculture” (Residential).

AND WHEREAS Thereafter the Architect of the Promoters has submitted revised development and building plans of the said entire land for construction of new building & obtained sanction from Pune Metropolitan Regional Development Authority, Pune i.e. PMRDA in respect of land S. No. 35/2C/1(P), 35/2C/2(P), 35/2D/2 & 35/2D/3 & 35/2D/1(P), Mundhawa Pune is amalgamated as per the Layout & Building Plan under Letter No. BHA/3656/P.K.2238/Mouje Mundhawa/S.No.35/2C/1(p) and others/dated 10.03.2016. As per the above said revised plans & specifications of the multistoried building/s proposed to be constructed by the Promoters on the said land.

AND WHEREAS the Promoters have entered into a standard Agreement with the Architect, who is registered with the Council of Architecture for

preparation of drawings & supervision of project work & such Agreement is as per the Agreement prescribed by council of architecture & the Promoters have appointed Structural Engineers for preparation of structural designs & drawings of the building/s proposed to be constructed by the Promoters on the said land & the Promoters accept the professional supervision of the said consulting Architect & the said Structural Engineer till the completion of the project.

AND WHEREAS the Promoters have further obtained all the other necessary permissions, approvals and sanctions for the development, inter alia, of the said Land and the Purchaser/s has also taken inspection thereof;

AND WHEREAS the Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters will develop the entire project in Phased manner as per the sanctioned/revised plans and with such modifications thereto as the Promoters may from time to time determine and think fit and as may be approved by the concerned local authorities and the program of the phased development will also be determined by the Promoters at their sole discretion. The purchasers hereof shall not object to the same.

AND WHEREAS, the Promoters have informed to the Purchaser that the Promoters are developing the said land currently and the development of said land will be done as and when desired by the Promoters.

AND WHEREAS by virtue of the ownership vested with the Promoters, the promoters alone have the sole and exclusive right to sell the flat/units etc in the said building/s to be constructed and to enter into agreements with the Purchaser/s of the residential flat/unit s comprising of various Apartments (hereinafter referred to as said "the flat/unit") and to receive sale price etc in respect thereof.

AND WHEREAS the Promoters are proposing to construct upon the said Land a Complex named "**ALCON SILVERLEAF**" comprising of multistoried building/s.

AND WHEREAS the Promoters have clarified in detail and the Purchaser/s has fully understood that the Promoters desire to develop in a pre-determined, pre-designed orderly and systematically planned manner and also to maintain and manage the same through one or more agencies such as Maintenance Company, Service Company and the Promoters

also desire that the development of the project is undertaken and completed in various phases as presently contemplated under the sanctioned layout, as may be revised for the purpose of achieving most useful and beneficial development.

AND WHEREAS after full understanding and acquainting himself / herself /themselves of the development, maintenance and management of the amenities, facilities as well as the sale/lease policy of the Promoters, the Purchaser/s has approached the Promoters for the purchase of the. **Flat / Unit No.**_____ on the _____**Floor** in the _____**Building** and at the Project known as "**ALCON SILVERLEAF**" and hereinafter collectively referred to as the "said flat/unit etc " more particularly described in the Schedule written hereunder more particularly shown on the Floor Plan with the specifications thereof, hereinafter referred to "The flat/unit "

AND WHEREAS The Promoters have agreed to sell and the Purchaser/s have agreed to purchase from the Promoters the said flat/unit on the terms and conditions agreed to by and between the parties and hereby reduced to writing in the following manner.

AND WHEREAS the copies of Certificate of Title issued by the Attorney at Law or Advocate of the Promoters, copies of property card or extract of Village forms VI or VII or all other relevant revenue records showing the nature of the right of the Promoters to the said Land on which the flat/unit s are to be constructed of such specifications and plans of the flat/unit /s agreed to be purchased by the Purchaser/s approved by the concerned local authority and the Purchaser/s is/are satisfied about the Owners marketable title to the said property and the valid and subsisting rights of the Promoters thereupon and thereto.

AND WHEREAS after the Purchaser's enquiry the Promoters requested the Purchaser/s to carry out independent necessary search by appointing his/her/their own Advocate and have answered all requisitions he/she/they have raised regarding the title and the nature of the title and the Purchaser/s has/have satisfied himself / herself / themselves in respect of the Promoters title to the said Land and therefore agreed to purchase the **Flat / Unit No.** _____in the _____**Building** of the Project known as "**ALCON SILVERLEAF**" more particularly described in the Schedule hereunder written and delineated in red colour on the plan Annexed hereto as Annexure `A' and hereinafter called or referred to as the "said flat/unit ".

AND WHEREAS the Promoters has accordingly commenced construction

of the said building/s on the Land in accordance with the said plans.

AND WHEREAS the Purchaser/s is/are aware of the fact that the Promoters have entered or will enter into similar and/or separate Agreement/s with several other person/s and party/s in respect of other flat/unit in the said building/s and also in the various other phases of the proposed building/s and eventually the same may at the Promoters sole discretion be merged and intermingled with sharing by the designated flat/unit /plot holders of all the common areas and facilities of the proposed building/s and the Purchaser/s has/have unequivocally agreed and confirmed to accept the absolute and sole discretionary powers of the Promoters in this regards without taking any objection.

AND WHEREAS relying on the Purchaser's representations and the assurances the Promoters herein have agreed to sell and the Purchaser/s herein agreed to purchase the said flat/unit at or for mutually concluded and agreed lump sum consideration of **Rs. _/- (Rupees _____ Only)** excluding expenses for stamp duty, registration fees, service tax, vat (as applicable) and other taxes expenses etc. which shall be paid by Purchaser/s. The sale of the said flat/unit is on the basis of the carpet area only. However on the request and for the convenience of the Purchaser/s and for the purpose of evaluation of stamp duty the saleable/built up area of the said flat/unit is mutually evaluated. The Promoters have agreed to provide the amenities in the said flat/unit. The Purchaser/s agree/s not to question and challenge the said consideration as the same having been mutually settled on lump sum basis after considering all aspects and other terms of the agreement.

AND WHEREAS, prior to the / on execution of these presents the Purchaser/s has/have paid to the Promoters the sum of **Rs. _/- (Rupees _____ Only)** being part payment of the sale price of the flat/unit /s agreed to be sold by the Promoters to the Purchaser/s as advance payment (the receipt & payment whereof the Promoters both hereby admit and acknowledge) and the Purchaser/s has/have agreed to pay to the Promoters balance of the sale price in the manner hereinafter appearing.

NOW THEREFORE THIS AGREEMENT WITHNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN, AS UNDER:

1. The Promoter is proceeding with the construction work of the said

building to be known as "**ALCON SILVERLEAF**" All that piece and parcel of Residential land, within the limits of revenue village Mundhwa, Grampanchayat Keshav Nagar, Taluka Pune City, District Pune and within the limits of Zilha Parishad Pune, Taluka Panchayat Sameeti Haveli & also within the jurisdiction of Sub-Registrar Haveli No. VI, & District – Pune, as more particularly described in First Schedule as the Said Land.

2. The said building is to be constructed on the said land & shall be constructed by the Promoters in accordance with the plans & specifications scrutinized by PMC, Pune, subject to such alterations & modifications as the Promoter in its sole discretion may think fit & necessary or may be required by concerned local authority / Government to be made in them or any part of them. The said alterations & modifications shall include additions / deletions of any other land in the said land, revision of layout accordingly & sharing of all common areas & facilities by the purchaser/s of such land. The Purchaser/s hereby give/s his / her / their irrevocable consent to the Promoter herein or his nominee or assignee to carry out such alterations & modifications provided that the Promoter shall have to obtain prior consent in writing of the Purchaser/s if such alterations & modifications adversely affect directly the construction of the said flat hereby agreed to be sold. The Purchaser/s herein shall have no right to withhold such permission without any reasonable cause & shall give such permission as & when required by the Promoter herein.

3. The Purchaser/s hereby declare/s that before execution of this agreement, the Promoters have made full & complete disclosure & the Purchaser/s has/have taken full & free inspection of inter-alia, the following:

- a. Nature of the Promoter's Title of the said land along with all relevant documents.
- b. All approved plans & specifications by PMC in respect of the said building to be built upon the said land.
- c. Nature & particulars of Fixture, Fittings & Amenities to be provided, which are more particularly described in the Third Schedule written hereto in the said building to be constructed on the said land.
- d. All particulars of design & the materials to be used in construction of the said building on the said land.
- e. Nature & particulars of Common Area & Facilities to be provided, which are more particularly described in the Third Schedule written

hereto in the said building to be constructed on the said land. The said common areas and facilities shall be for the entire project of "**ALCON SILVERLEAF**".

- f. Amounts to be paid to the Promoter as per the Payment schedules which are more particularly described in the Fifth Schedule written hereto.
 - g. Purchaser/s of Flats/units etc in "**ALCON SILVERLEAF**" & to which title is to be passed being either a Co-operative Housing Society to be formed under the provisions of the Maharashtra Co-operative Societies Act, 1960 or a Private Limited Company to be governed by the Provisions of the Companies, Act, 1956 or an Association of Apartment Owners to be Governed by the Maharashtra Apartment Ownership Act, 1970. (Hereinafter for the sake of brevity, referred to as the Ultimate Apex body). The name of the proposed society / Apartment / Company shall bear the first name as "**ALCON SILVERLEAF**" & the flat/unit purchasers or the proposed organization or the committee members shall not have any right to change the first name of the organization to be formed.
 - h. The various amounts that are to be paid, interalia, towards the ground rent, revenue assessment, Vat Service tax, Municipal & other taxes & water & electric charges including water deposits & electricity deposits as are for the time being in force.
4. The Purchaser/s hereby declare/s that after reading & having fully understood the contents of the aforesaid documents & all the disclosures made by the Promoter to the Purchaser/s, with full knowledge thereof and agreeing to observe the same, has/have entered into this Agreement.
5. The Promoter hereby declares that:
- a. The said building shall be constructed in accordance with the plans and specifications approved and scrutinized by the PMC and /or (i) which lay-out/building plan may be revised or new plans may be sanctioned from the PMC and other proper authorities (ii) and to carry out such alterations & modifications as the promoter in its sole discretion may think fit & necessary or may be required by concerned local authority/government to be made in them or any of them. The said alterations & modifications shall include additions /deletions of land in the said entire land, revision of layout accordingly and sharing of all common areas and facilities by the present & future purchaser/s of such land & or units without purchaser's express consent & same shall be construed as given.
 - b. Possession of the flat agreed to be purchased shall be handed over to

the purchaser on _____ or before provided that the Purchaser/s has/have made payment of the agreed purchase price/other charges etc of the said flat together with all other dues to the Promoters as per the terms hereof.

c. The **Flat No.** _____ is on the _____ **Floor** of **A10 Building** of the Complex, "**ALCON SILVERLEAF**" & the Carpet Area of the flat including the area of balconies shall be _____ **sq. ft. (i.e. _____sq. mtrs.)**. Attached Terrace Carpet Area _____ **sq. ft.(i.e. _____sq. mtrs.)** Including one MSEB light meter & Society Formation charges.

d. The price of flat to be paid by the Purchaser for the said flat to the Promoter in the manner as specified in the Fifth Schedule written hereto is **Rs. /- (Rupees _____ Only)** Incase the Purchaser fails / omits, for any reason whatsoever, to pay to the Promoter in accordance with the Fifth Schedule, the said agreement will be liable for termination & any moneys / advances received against the said flat shall be liable for forfeiture. Timely payment is the essence of this contract agreement.

e. The Promoters shall form a Co-operative Housing Society under the provisions of the Maharashtra Co-operative Societies Act, 1960 or a Private Limited Company governed by the provisions of the Company's Act 1956 or Association or Condominium under Maharashtra Apartment Ownership Act, 1970 of all the Purchasers of Flats/flat/unit s in the building/s being constructed on the said land.the purchaser/s undertakes/s that the said flat shall not be used by the Purchaser/s for any other purpose whatsoever other than residence.

7. The Purchaser/s hereby accept/s and shall always be deemed to have accepted the title of the promoter herein to the said land and agree/s not to raise any requisition or objection in respect thereof.

8. The Certificate of Promoter's Advocate as to the marketability of the title of the Promoters/Owners herein to the said land is obtained.

9. The Flat agreed to be acquired by the Purchaser/s herein shall be provided with the Fixture, Fittings & Amenities and shall be built as per the specifications which are set out in the Third Schedule hereunder written.

10. The Purchaser/s admit/s having taken inspection of all the documents required to be given by the Promoters under the Provisions of Maharashtra Ownership Flats, Act 1963 and hereby agree/s and confirms/s that the Promoters shall have irrevocable rights for the purpose set out herein below and the Promoters shall be entitled to exercise the

same as if the Purchaser/s had given written prior consent to the Promoters as required under the Act.

11. The Purchaser/s is/are aware that the scheme of development of the said land has requisites of layout of land, open space provisions; build ability (F.S.I. / T.D.R.) inclusive/exclusive of balcony, stairway, lift, well, terrace, number of floors, height of structure/s,. as per D.C. Rules and Regulations now in force. There is likelihood of changes/amendments thereto for higher or better potential generation of the land. Notwithstanding anything to the contrary or otherwise contained herein or in law, pursuant to the right of exploitation (now or future) of the said land reserved exclusively unto the Promoters, the Promoters shall, at all times hereafter including before or after transfer of the said property in favour of the Ultimate/Apex Body (referred to in para 1(e) above herein) have the unfettered and unrestricted right to avail of the F.S.I./T.D.R. unutilized/additional as may be available from time to time and in particular: -

- a. To utilize such F.S.I./T.D.R. relating to and or concerning with the said land including such changes/amendments thereto in any manner whatsoever in their entire exclusive discretion either on any portion/s of the said land and/or in any other portion/s of any other contiguous or adjoining land.
- b. To utilize such F.S.I./T.D.R. by way of transfer of development rights, if permitted by the authorities, either by themselves or by their transferees in any other land/s anywhere in the permissible areas of Pune City.
- c. To utilize F.A.R. as may be permitted in respect of other lands in building/s to be constructed on the said land and/or any portion/s thereof.
- d. To utilize such F.A.R. as the Promoter may obtain or acquire by way of transfer of development rights from or in respect of any other land or property or building/s situate anywhere in the city of Pune by construction of additional floors or stories or structures on the building/s to be constructed on the said land.
- e. In either of the aforesaid cases, the Promoters shall, at the time of execution of the final transfer deeds in favour of the Ultimate/Apex Body, or any time thereafter furnish to the Purchaser/s particulars in respect of such utilization of the said F.S.I./T.D.R. by the Promoters. The F.S.I./T.D.R. (Residual, additional, transferred or otherwise) in respect of the said land not consumed will be available to the Promoters before and after the transfer of the said land with the building/s constructed thereon in favour of the ultimate/Apex Body as herein contained.
- f. After consuming such balance and/or additional F.S.I. by constructing additional floor/s containing Flats/flat/unit s, the Promoters shall be entitled

to sell such Flat/s/unit s for such permissible use as the Promoters may think fit and proper to any persons for such consideration as the Promoters may in their absolute discretion deem fit.

g. The Promoters shall also be entitled to consume additional FSI and/or balance available under D.C. Rules or by any special concession being granted by the PMC or any other authorities including the FSI available in lieu of road widening, set back, reservation etc.

h. The Purchaser/s of the Flat herein and all the other purchaser/s of Flats in the said building shall not have any right, claim or interest in respect of the Common Areas & Facilities of the said building and the said land until the Promoters declare that the project is completed and till then the right of the Purchaser/s are confined only to the Flat hereby agreed to be sold.

i. Irrespective of the Possession of the Flat being given to the Purchaser/s and/or management being given to an Ad-hoc Committee of the Flat Purchaser/s, the rights under this clause and/or under this Agreement reserved for the Promoters for exploiting the potentiality of the said land, shall subsist and shall continue to vest absolutely in the Promoters till the documents of Transfer are executed as aforesaid or thereafter and the Promoters shall be entitled to execute the document/s of Transfer reserving such rights in the said land in favour of the Promoter as may be outstanding at the time of execution of the document/s of Transfer.

j. The Purchaser/s and/or the Company and/or co-operative society and/or Association of the purchasers of all the Flats in "**ALCON SILVERLEAF**" shall not raise any objection on any ground as to the Promoter/s rights reserved herein failing which any objection raised will be in violation of the terms & conditions of this agreement & all rights received by the Purchaser/s, or through them shall stand revoked.

12. It is expressly agreed between the Purchaser/s & the Promoters that the Purchaser/s shall have right to only the said flat (excluding the external elevation) along with right access to the said flat & right to access the car parking space, if any. All the other remaining areas and / or structures on the said property shall be the absolute ownership of the Promoters, who shall use / change / alter / modify / transfer to any person it may in its discretion deem fit. The Promoters have agreed to sell the said flat to the Purchaser/s only on the basis of this condition & the Purchaser/s and/or the Company and/or co-operative society and/or Association of the purchasers of all the Flats in "**ALCON SILVERLEAF**" shall not raise any objection on any ground as to the Promoter/s rights reserved herein failing

which any objection raised will be in violation of the terms & conditions of this agreement & all rights received by the Purchaser/s, or through them shall stand revoked.

13. The Purchaser/s shall not be allowed to make use of the terraces over the top floors of the said building which will be the exclusive property of the Promoters & Promoters shall have exclusive use of the said terraces even after the said land and the complex thereon are transferred to the Co-operative Societies, Limited Company or Association, as the case may be, to be formed of all the Purchasers of Flats of "**ALCON SILVERLEAF**," subject to only, right of access to the said Society/Company/Association to attend to any leakage from the said terraces or and/or to the water tanks on said terraces to carry out any repairs or to install and repair & maintain any T.V. Antenna meant for common use of all purchasers of Flat in the said building.

14. The Promoters shall be entitled to grant the exclusive right to use occupy and enjoy all the terraces in the buildings of the said building to be constructed by the Promoters on the said land to one or more of the purchasers of the flat/unit s therein. The Promoters shall also be entitled to grant such exclusive use, occupation and enjoyment of any part of the said land to one or more of the purchasers to be used as a garden or sit out or for any other permissible use. The Promoters shall also be entitled to grant the exclusive right of use of the parking spaces in any building, under the stilts of the any building proposed to be constructed by them or in the side or front margins of the buildings on the said land to the prospective purchaser/s of Flat/unit therein. Such terraces, open spaces or garden areas and covered & open car parking spaces, the exclusive use, occupation and enjoyment of which have been granted by the Promoters as aforesaid shall not constitute restricted common areas and facilities as contemplated under the Maharashtra Apartment ownership Act, 1970. The Promoters shall be entitled to grant such exclusive right of use of such terrace/open/garden spaces, and parking spaces at or for such consideration over the above sale/purchase price of such Flats/unit s as the Promoters may deem fit and proper.

15. It is agreed by and between the parties hereto that if the Promoters fail to give possession of the said Flat in accordance with the terms of this Agreement on the date mentioned in clause 5 (b) hereinabove, the possession date can be extended to any number of times by the Promoters provided such a reason for extension are felt reasonable by the Promoters. Some of the common reasons among others where

reasonable extension of time for giving possession of the said flat/unit is required are as under: -

- a. Non-availability of steel, cement, other building materials, water or Electric supply, labour problems etc.
- b. War, civil commotion or act of God.
- c. Any notice, order, rule, notification of the Government and/or public or competent authority including the authorities under the Urban Land (Ceiling and Regulation) Act, 1976, Collector, or any disputes or matters relating to or concerning with the property pending final determination by the courts or any other authorities or for any such allied reason/s.
- d. Changes in any rules, regulations and bye laws of various statutory bodies or Authorities from time to time thereby affecting the development and the project.
- e. Delay in grant of any N O C / permission / license / connection / installation of any services such as lifts, electricity & water connections and Meters to the scheme / Flat, road NOC or Completion certificate from Appropriate Authority.
- f. Delay or default in payment of dues by the Flat/unit Purchaser under these presents, without prejudice to the right of Promoter to terminate this Agreement under clause No. 17 below.
- g. Pendency of any litigation.
- h. Any act beyond the control of the Promoters, if the Promoters and/or their agents for reasons beyond their control, are unable to give possession of the said Flat by the said date and after a period of six months, if those reasons still subsist, then in such case, the Promoters shall, without prejudice to their rights, reserved hereunder, refund the amounts already received by them in respect of the said Flat from the purchasers with simple interest thereon at the rate of 9 % per annum from the date they received the same till the date the amounts and interest thereon is refunded to the purchaser/s and the said land amount and interest shall be a charge on the said land and construction thereon to the extent of the amount due, but subject to any prior encumbrances.

16. Under no circumstances possession of the said premises shall be given by the Promoters to the Purchaser/s unless and until all payments required to be made under this Agreement by the Purchaser/s have been duly made to the Promoters. As soon as the occupancy certificate/s in respect of building/s or part/s thereof is/are obtained and intimation thereof is given by the Promoters to the Purchaser/s, the Purchaser/s shall pay

the installments of the purchase price and all other amounts payable by him/her/it/them within seven days of such notice served individually upon him/her/it/them or put up at some prominent place aforesaid, the Purchaser/s shall be entitled to use and occupy the said premises without any hindrance PROVIDED that if within a period of one year from the date of issue of completion certificate of the said flat or handing over possession of the said flat to the Purchaser/s. (whichever is earlier) the Purchaser/s bring/s to the notice of the Promoters in writing any defect (subject to normal wear & tear) in the flat or the said building/s in which the flat is situated or in the material used therein or any unauthorized change in the construction of the said building/s arising directly due to any act of omission or commission on the part of the Promoter and not consequent to any act of omission or commission on the part of the Purchaser/s, then wherever possible such defects or unauthorized changes shall be rectified by the Promoters at their own costs and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Promoters reasonable compensation for such defects or changes.

17. If the Purchaser/s neglect/s, omit/s. commit/s or fail/s for any reason whatsoever to pay to the Promoters any of the amounts due and payable by the Purchaser/s under the terms and conditions of this Agreement (whether before or after the delivery of possession) within the time specified in the manner as laid down in the Fifth Schedule (timely payment being the essence of this agreement) or if the Purchaser/s shall in any other way fail/s to perform observe any of the covenants and stipulations on his/her/its/their part herein contained or referred to, the Promoter shall be entitled to terminate this Agreement and this Agreement shall cease and stand terminated and all amounts paid by the Purchaser/s to the Promoters shall stand absolutely forfeited to the Promoters and the Purchaser/s shall have no claim for refund or repayment of the said amounts paid by the Purchaser/s and the Purchaser/s hereby agree/s that in such event all his/her/its/their rights in the said flat hereunder stand detrimental and all amounts shall stand forfeited and the Promoters shall be entitled to deal with or dispose of the said flat in any manner it deems fit. The right given by this clause to the Promoters shall however, be without prejudice to any other rights, remedies and claims whatsoever at law or under this Agreement of the Promoters against the Purchaser/s PROVIDED ALWAYS that the power of termination given to the Promoters shall not be exercised unless and until the Promoters shall have given to the Purchaser/s fifteen days prior notice in writing of the intention to terminate this Agreement and of the specific breach or breaches of the

terms and conditions in respect whereof 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 reasonable time after giving of such notice .

18. It is hereby agreed to by and between the parties that any levies or indirect taxes for eg. Stamp Duty, registration fees Sales tax, VAT, Service tax, etc. levied by the Central / State Government at any stage shall be borne by the Purchasers. The Agreement value does not include any of these taxes etc & the same would become payable by the Purchaser/s to the Promoter as & when they are levied by the Government. The liability of payment shall rest on the Purchaser & the Purchaser shall pay the same to the Promoters as demanded by them. Also, the Promoter shall not give possession of the said flat if such taxes or levies etc are not paid by the Purchaser/s.

19. The Purchaser shall pay to the Promoter, upon the execution of this agreement / before taking possession of the said flat an amount for maintenance charge/expenses of **Rs. /- (Rupees _____)** **Only**@ Rs. 2/- per built up Sq.Ft per month for 3 years and service tax or any other taxes as applicable from time to time on the said amount considering all the amenities (external/internal) line of lifts for buildings common, security expenditure & maintenance of common facilities, to be paid before possession, (excluding club house and swimming pool etc.) which is required to be used for the above said expenses/amenities. The Promoters are constructing the project on Phase / Wing-wise and the amenities will be developed and provided in the Phase/Wing-wise manner. The Promoters giving notice to the flat purchasers of their intention of handing over the charge of the management of the Society / Company / Association to an Ad-hoc Committee to be formed by the Promoters in consultation with the flat / unit purchasers or transfer of the said land from the land owners in favour of the Society / Company / Association, whichever is earlier. The Promoter shall pay all outgoings from the amount received from the flat/unit etc purchasers in respect of the said land including all government rates, taxes, Cess etc that may be levied by the government and charges and collector's bill's, electricity and water deposits, MSEDCL bills, insurance, common light, watchmen and sweeper's wages, sanitation, repairs and any other matter relating and concerning the same, etc, more particularly and specifically mentioned in Sixth Schedule hereunder written and all other outgoings and expenses incidental to the management and maintenance of the said property from the aggregate charge/deposit received from all the flat purchasers. If the

maintenance charge/deposit falls short of actual expenses then such an increase by the Promoters / Ad-hoc Committee / Society / Company / Association as they deem fit will be borne by Purchaser/s. If the flat purchaser fails to pay such additional amount of expenses of maintenance charge to the promoters, it will be the responsibility of the Ad-hoc Committee / Society / Company / Association to be formed to collect the same from him and no such expenses shall be born by the Promoters. Once the Promoters formed the Society/ Company / Association the said organization shall overall manage, control, supervise the monthly maintenance and expenditure for common activities by charging additional maintenance as the committee may deemed fit and promoters shall not be responsible for the same after the formation and registration of the Society / Company / Association and handing over charge to the said ad-hoc Committee. The amount of expenses from the amounts received from the flat purchasers as provided by the promoters shall be final and binding on the said association to be formed/flat purchasers and they shall not make any claim from the promoters in this respect for whatsoever reason.

20. Until the said property is transferred by the Promoters/Owners herein to the Society / Company / Association by execution of document/s of transfer as hereinafter provided and/or possession of the said land is delivered by the Promoters to the Society / Company / Association and intimation of the same is received by the purchaser/s from the Promoters, the Purchaser/s shall be bound and liable to pay to the Promoters regularly and punctually all contribution and other amounts to be paid by the Purchaser/s to the Promoters under this agreement and the purchaser/s shall not withhold any such payment to the Promoters, However if the Promoters in its absolute discretion so desire, they shall be entitled to entrust the management of the said land and the building thereon to an Ad-hoc Committee of the Flat purchaser/s for looking after maintenance and management thereof only including collection and disbursement of contributions from the purchasers of Flats/flat/unit s in the said building towards payments of outgoings and expenses referred to herein, then in such event, the Promoters shall not be under any obligation or liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment thereof or any matter concerning maintenance or management of the said land and the building/s standing thereon and liabilities in that behalf shall be that of the said Ad-hoc Committee of the purchasers.

In the event of the management being entrusted as provided hereinabove, the rights so granted to the Ad-hoc Committee shall extend only to manage the said Land and the building standing thereon and the common areas thereof etc. and pay the outgoings. The entrustment of the management as aforesaid shall not affect the rights of the Promoters in

any way provided under this Agreement nor shall on the part of the Promoters be deemed to be a waiver of the rights of the Promoters under the Agreement.

21. The Purchaser/s is/are aware that the Promoters shall be paying the maintenance, Municipal Taxes and all other outgoings in respect of the said land as also the common expenses of maintenance and management of the said property until such time as the said property are conveyed in favour of the Society/Company/Condominium of all Flat purchaser/s or until management of the said property is entrusted to an Ad-hoc Committee as mentioned in the last preceding clause for and on behalf of Purchasers to pay all the outgoings regularly. In the event of default being committed by the Purchaser/s herein or any of the Purchaser/s of any other Flat in "**ALCON SILVERLEAF**" the Promoters shall not be bound to pay the outstanding for and on the behalf of the defaulting person and in the event of any essential supply being disconnected it shall be the responsibility of the Purchaser/s herein and all the Purchaser/s together who shall be deemed to be managers under the provision of the Maharashtra Ownership Flats Act, 1963 in respect of the Flats/flat/unit s possessions whereof will be given by the Promoters.

22. The Purchaser/s agree/s to sign and deliver to the Promoters before taking possession of the said Flat and also thereafter all writings and papers as may be reasonably necessary and required by the Promoters for the formation and registration of the Society/Company or Association that may be formed.

23. Upon all the flat/unit s Purchaser/s co-operating and executing papers the Promoters herein will form a Co-operative Housing Society/ies or Private Limited Company or Condominium as the Promoters may think fit and proper. The Purchasers of all flat/unit s in the said building, including the Purchaser/s herein, shall join in such Society / Company or Condominium. The Purchaser/s shall, within seven days from the Promoters calling upon him/her them to do so, execute all deeds, documents and papers for or in connection with the formation and registration of the said Society, Company or Association. The Purchaser/s

does/do hereby irrevocably accord his/her/their consent to the Promoters making additions and alterations in the application and all annexes or accompaniment for or in connection with the formation and registration of the Society Company, Condominium, Bye-law or Constitution or Rules thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Purchaser/s as may be required by the authorities, concerned or as may desired by the Promoters to protect the rights and interest of the Promoters and the Purchaser/s agree/s to be bound by the said additions and alterations and hereby covenants and undertakes not to take any objection or action in the matter or to do anything whereby the rights and the interest of the Promoters and/or other Purchasers of the Flats/unit s may be affected, prejudiced and endangered in any manner or deemed so to be. The Purchasers further agree/s to pay admission fees and share subscription amount for becoming member/s of the said Society, Company or Association.

24. The Purchasers of all such Flat/unit s shall be admitted as Members/Share holder of the said Society or Company or as members of the Condominium that may be formed with the same rights and the same benefits and subject to the same obligations as those of the Purchaser/s and other members of such Society/Company/Association, as the case may be, without any reservation or conditions. No transfer fees premium or any other amount save and except nominal entrance fees, share money and other monies paid by all the Purchasers at the time of formation, shall be charged from such Purchaser/s.

25. It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on this Agreement and all documents executed by the Promoters in favour of the Co-operative Housing Society or Company of all the Flat/unit Purchasers in the "**ALCON SILVERLEAF**" or on the Deed of Apartment which may be executed by Builder Promoter herein and the Promoters in favour of the Purchaser/s in respect of the said Flat agreed to be sold hereby.

26. The Promoters shall bear and pay the cost, charges and expenses for installation of a Transformer and high tension and low tension electric lines and cables on the said land as also of the system's strengthening charges levied by the M.S.E.B. However, the flat purchasers shall be liable to pay MSEB bills, from the date of connection & corporation taxes as & when demanded by the local authority in respect of his flat, irrespective of the date of actual possession or completion.

27. The complex in which the said Flat is housed shall always be known as **"ALCON SILVERLEAF"** and the name of the Society /Limited Company/Association to be formed shall bear the name of **"ALCON SILVERLEAF"** as its first / starting name and this name shall not be changed without the written consent of the Promoters at any time.

28. The Purchaser/s shall not let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal, with or dispose of the said Flat or assign, underlet, or part, with his/her/their interest under this Agreement till all his/her/their dues of whatsoever nature owing to the Promoters are fully paid and only if the Purchaser/s has/have not been guilty of breach for non-compliance of any of the terms and conditions of this Agreement and he/she/they have obtained previous consent in writing of the Promoters. The promoter shall charge transfer fees for any subsequent transfer of the flat/s.

29. The Purchaser/s shall not be entitled to make any alternations or changes in the elevation and outside colour scheme of the said property agreed to be purchased by him/her/them. The Purchaser/s shall not make any alterations or modifications in the said flat without the written consent of the Promoters. In particular, the Purchaser/s shall not add / alter any of the common walls / external walls by making any additions / alterations / modifications like windows / doors / openings for air conditioners, etc without obtaining prior written permission from the promoters..

30. The Purchaser/s /the apes body to be formed agree/s and undertake/s on demand to do or execute or perform or deliver or cause to be done, executed and delivered all Acts, deeds, matters, things, letters, documents writings and papers as may reasonably be required by the Promoters for further, better or more perfectly effectuating or preserving the mutual rights of the Promoters and the Purchaser/s or for securing the due fulfillment of the provisions thereof.

31. The Promoters may, at their discretion form either a Co-operative Housing Society under the Provisions of Maharashtra Co-operative Societies, Act, 1960 or a Limited Company under the provision of the Companies Societies Act, 1956 or a Condominium under the Apartment Ownership Act, 1970 of all the Purchasers of Flats/flat/unit s. If the Promoters decide to form a Condominium the Promoters shall cause the Confirming party herein to execute and register a Declaration under section 2 of Maharashtra Apartment Ownership Act, 1970 submitting the

said land under the provision of the said Act and thereafter, execute Deeds of Apartment in favour of each of Purchaser of Flat/unit s conveying assigning and transferring a proportionate undivided right, title and interest in or to the common areas and facilities of the complex constructed on the said land and of the said land itself. The Promoters shall join in execution of such Deeds of Conveyance of Deeds of Apartment, as the case may be for the Purpose of effectuating transfer of each Flat/unit in favour of the respective Purchaser thereof, in the case of formation of the Condominium of Apartment Owners.

32. All proportionate costs, charges and expenses in connection with the formation of the Society or Limited Company or Association as well as the cost of preparing, engrossing, Stamping and Registering all the Agreements, including this Agreement, conveyance, transfer deeds or any other document or document as required to be executed by the Promoters or Confirming Party as well as professional cost, charges and expenses payable for the same shall be paid by the purchaser/s immediately on demand. The Purchaser/s shall pay the professional fees in respect of the document to be made and also in respect of the services rendered or to be rendered by the Promoters Advocate/Solicitors. The sum of Amount deposited with the Promoters by the Purchasers as stipulated in para 19 above, shall be applied for the purpose mentioned in these paragraphs. The Purchaser/s undertakes/s to make additional payments towards the same, if required.

a. The Purchaser/s and the person or persons to whom the various premises shall have been transferred, assigned, allotted or given possession of, shall duly observe and perform all the rules, regulations and bye-laws of such Ultimate/Apex Body.

b. After the said building/s is/are complete and ready and fit for occupation and after the said Ultimate/Apex/ Body is formed and registered and after all the different premises in the said building have been sold and disposed of by the Promoters and after the Promoters have received all dues payable to the Promoters from the buyers of different/various premises in the said building the final transfer Deed/s of the said land the Flat/unit constructed thereon shall be executed by the Promoters and the Owner in favour of such Ultimate/Apex Body and such Transfer Deed/s shall be in the form as may be prepared by the Advocates of the Promoters.

c. In the event of the Ultimate/Apex Body being formed or registered before the sale or disposal by the Promoters of all the premises in the said building or before the constructions of additional storey/s or structures or new structures which may be constructed by the Promoters on the said

land the powers and authorities of the said Ultimate/Apex Body so formed of the Purchaser/s and the allottee/s of the other premises in the said building shall be subject to the overall control of the Promoters in respect of any of the matters related to and concerning the said building and the said premises, the construction and completion thereof and all amenities appertaining to the same and in particular the Promoter shall have absolute authority and control as regards the disposal of the unsold premises including premises of which the Agreement are cancelled at any stage for some reason or other or the additional premises to be constructed on the said building on the said land and the allottee/s of such premises shall be admitted as constituents of the said Ultimate/Apex Body having the same rights and benefits and subject to the same obligations as the Purchaser/s and other constituents of such Ultimate/Apex Body may be entitled to and without any reservation or conditions whatsoever and subject to payment only of their contribution of the share moneys, the outgoings etc. on the same basis and in the same proportion as may be payable by the other constituents of the said Ultimate/Apex Body and without payment of any premium or any transfer fees or other consideration of any nature whatsoever and the Purchaser/s hereby agree/s to give consent to admit such allottee/s as constituents of such Ultimate/Apex Body without raising any objection whatsoever. The Promoters shall not be liable to bear or pay any amount or contribution or outgoing to the Ultimate/Apex Body in respect of such premises save and except only the Municipal Taxes payable in respect of the said unsold premises PROVIDED FURTHER that the Municipal Taxes payable or paid by the Promoters in respect of such unsold premises as aforesaid, the Promoters shall be entitled to apply for reduction of the Municipal Taxes leviable or levied in respect of such of such unsold premises on the ground of the same being unoccupied and also apply for and obtain refund of the Municipal Taxes, if any, paid by the Promoters in respect of the said unsold premises on account of the same being unoccupied AND FURTHER that in the event of such refund of the Municipal Taxes in respect of such unsold premises to the Ultimate / Apex Body then the Promoter shall be entitled to get the same paid over by the Ultimate / Apex Body and the Purchaser/s shall not be entitled to raise any objection to the same and hereby gives his/her/its/their consent to the same.

33. The Purchasers shall at his/her/their own has/have entered into this Agreement for Registration with the Joint Sub-Registrar of Assurance Haveli No.1 to 20, at Pune and forthwith inform the Promoters the Serial Number under which the same is lodged to enable the Promoters to admit execution of the same.

34. The Purchaser/s hereby declares that he/she/they has/have entered into this Agreement after going through the same and with knowledge of terms and conditions herein contained.

35. Any delay or indulgence by the Promoters in enforcing the terms of the Agreement shall not be construed as waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s, or the apex body to be formed nor shall the same in any manner prejudice the rights of the Promoters herein.

36. All letters, receipts, and/or notices issued by the Promoters dispatched under certificates of posting to the address of the Purchaser/s mentioned hereinabove will be sufficient proof of receipt of the same by the Purchaser/s and shall effectually discharge the Promoters, for this purpose the Purchaser/s has/have given the address as mentioned in the title of this Agreement

37. The Purchaser has agreed to purchase the said flat as a investor and hence the benefit under Article 5-g(ii) of the Bombay Stamp Act, 1958 and the purchaser is entitled for the benefit off set off in the stamp duty in case of sale of the deed within one year, is applicable upon Sale of the said unit with the statutory period for the Stamp Duty paid on this Deed.

The Promoters may allow display of advertisement and hoarding sites in the said property and derive appropriate income there from in their own rights. The terraces on the Flat/unit not attached to any flat/unit s or premises and which are not exclusively allotted to any particular Purchaser shall always belong to the Promoters and they shall be entitled to deal with and dispose off rights pertaining hereto in such manner as they may deem fit. The exclusive or restricted terrace use allotted to a Flat/unit Purchaser shall always be subject to the Promoter's/ Society's right and authority to depute its representative to go to the terrace for regular checkup and upkeep, maintenance and for repairing the water storage tanks and lifts TV / Dish antenna etc. at all reasonable times.

**THE FIRST SCHEDULE REFERRED HEREIN ABOVE
DESCRIPTION OF THE SAID LAND**

A) All that piece and parcel of Residential land, area admeasuring 00 H.

76 R i.e. 7600 Sq. Mtrs. out of entire area 01 H. 55 R of S. No. 35, Hissa No. 2C/1, from revenue village Mundhwa, Grampanchayat Keshav Nagar, Taluka Pune City, District Pune and within the limits of Zilha Parishad Pune, Taluka Panchayat Sameeti Haveli & also within the jurisdiction of Sub-Registrar Haveli No. VI, & District - Pune which is bounded as under:

ON OR TOWARDS THE

East : By S. No. 34(P).
South : By remaining land out of S. No. 35/2C/1.
West : By S. No. 35/1C/1.
North : By S. No. 35/2, Mr. Narayan Pawar.

B) All that piece and parcel of Residential land, area admeasuring 00 H.

76 R i. e. 7600 out of out of entire area 01 H. 54 R of S. No. 35, Hissa No. 2C/2, within the limits of Revenue Village Mundhwa, and Grampanchayat Keshavnagar within the limits of Zilha Parishad Pune Taluka Panchayat Samiti Haveli, and Registration Sub District Haveli No. VI & District - Pune which is bounded as under:

ON OR TOWARDS THE

East : By S. No. 34/2(P).
South : By S. No. 35/2(P) property of Mr. Dhananjay Lonkar.
West : By S. No. 35/2(P) property of Mr. Narayan Pawar.
North : By S. No. 35/2(P) property of Mr. Narayan Pawar.

C) All that piece and parcel of Residential land S. No. 35, Hissa No. 2D/2, admeasuring area about 01 H. 20 R, assessment 04 Rupees 00 Paisa within the limits of Revenue Village Mundhwa, Grampanchayat Keshav Nagar, and within the limits of Zilha Parishad Pune Taluka Panchayat Samiti Haveli, and Registration Sub District Haveli No. 1 to 20 & District - Pune which is bounded as under:

ON OR TOWARDS THE

East : By property owned by Mr. Yogiraj Y. Lonkar
South : By Mundhwa-Manjari Road
West : By property owned by Mr. Jayaji G. Lonkar
North : By Property owned by Mr. Agarwal

D) All that piece and parcel of Residential land Survey No. 35, Hissa No. 2D/3, admeasuring area about 00 H. 30 R, out of entire area 00 H. 40 R. assessment 01 Rupees 20 Paisa within the limits of Revenue Village

Mundhwa, Grampanchayat Keshav Nagar, and within the limits of Zilha Parishad Pune Taluka Panchayat Samiti Haveli, and Registration Sub District Haveli No. 1 to 20 & District - Pune which is bounded as under:

ON OR TOWARDS THE

East : By property owned by Mr. Yogiraj Y. Lonkar

South : By Mundhwa-Manjari Road

West : By property owned by Mr. Jayaji G. Lonkar

North : By property owned by Mr. Agarwal

E) All that piece and parcel of Residential land Survey No. 35, Hissa No. 2D/1, admeasuring area about 00 H. 40 R out of entire area 01 H. 49 R, assessment 04 Rupees 83 Paisa within the limits of Revenue Village Mundhwa, Grampanchayat Keshav Nagar, and within the limits of Zilha Parishad Pune Taluka Panchayat Samiti Haveli, and Registration Sub District Haveli No. 1 to 20 & District - Pune which is bounded as under:

ON OR TOWARDS THE

East : By Land owned by Mr. Narayan Tukaram Pawar

South : By Land owned by Mr. Govind Lonkar

West : By Land owned by Mr. Sule

North : By Land owned by Mr. Narayan Pawar.

THE SECOND SCHEDULE REFERRED HEREIN ABOVE DESCRIPTION OF THE SAID FLAT

The **Flat No. ____** is on the ____ **Floor of A10 Building** of the Complex, "**ALCON SILVERLEAF**" & the Carpet Area of the flat including the area of balconies shall be ____ **sq. ft. (i.e. ____sq. mtrs.)**. Attached Terrace Carpet Area ____ **sq. ft.(i.e. ____sq. mtrs.)** Including one MSEB light meter & Society Formation charges

THE THIRD SCHEDULE REFERRED HEREIN ABOVE

1. RCC Framed Structure with 6"/8" thick external walls & 4"/6" internal walls
2. 2 Lifts for each building with Genset Backup
3. Designer Entrance Lobby with name plates
4. Light fittings in Lobby & Common Area with Genset Backup

5. Antirust Letter Boxes / Meter Rooms
6. All doors & door frames with good quality fittings
7. Powder coated aluminum sliding shutters with mosquito net for entrance to terrace attached to living / master bedroom
8. Powder coated aluminum sliding windows with mosquito net & sill
9. Oil painted MS safety grills for windows
10. Concealed copper wiring with premium quality modular switches & fire retardant wires
11. Miniature leakage Circuit Breaker (MCB) / Earth leakage Circuit Breaker (ECB)
12. Sand faced plaster for external walls with cement paint
13. Smooth finish internal walls with one coat of cement-sand plaster/ gypsum & oil bound distemper with roller finish
14. Vitrified tile flooring with skirting in Living / Dining / Bedrooms / Kitchen
15. Designer toilets with antiskid ceramic flooring & wet and dry areas
16. Good quality fittings & designer sanitary ware
17. Wall tiles up to 7' height
18. Powder coated aluminum louvers with frosted glass, provision for exhaust fan
19. Concealed plumbing with hot & cold water arrangement & provision for boiler
20. Granite kitchen platform with stainless steel sink & 2' high wall tiling
21. Provision for Water purifier
22. Provision for Light points for microwave and mixer grinder
23. Antiskid ceramic flooring in Balconies / Terraces
24. Provision for washing machine & separate washing area in dry balcony with 3' high glazed tiles dado
25. Adequate electrical points
26. Common satellite TV-STB connection in living room & provision in

master bedroom

27. Intercom & Telephone point in living

28. Provision for air conditioner in master bedroom

**THE FOURTH SCHEDULE REFERRED HEREIN ABOVE
COMMON AREAS & FACILITIES****

1. Children's Play Area
2. Jogging Track
3. Health Club
4. Party Lawn
5. Landscape Garden
6. Night Cricket
7. Skating
8. Attractive Entrance Gate
9. Basket Ball Court
10. Table Tennis
11. Pool Table
12. Ample Car Park
13. Pick Up Point
14. Automatic Water Pumping System
15. Swimming Pool

These above common areas and facilities shall be developed in a phasewise manner as per the discretion of the Promoters. All rights to the above shall at all times remain with the Promoters. These common areas & facilities shall be used & enjoyed by all the present & future purchaser/s in the said property and / or any new additions of land in the existing said property at the sole discretion of the promoter.

NOTE: Common Areas & Facilities shall be for the entire project to be carried out by the Promoters and not limited for any particular building or cluster or phase wise project and the flat/unit purchaser shall not object or

having any right to object the same.

LIMITED COMMON AREAS **

Any common area shall be first governed by any preferential allotment by the Promoter in writing. The remaining limited common area shall be in accordance with the following guidelines.

1. Partition walls between the two flats shall be limited common property of the said two flats. However the external walls & the partition walls between the flats & common areas shall be the property of the Promoter and / or the Ultimate Apex Body.
2. Terraces adjoining the flats, upto the inside ceiling level of that flat, shall exclusively belong to such respective flats, if so specifically allotted by the Promoter.
3. Covered / Open car and / or scooter parking spaces allotted by the Promoter to the respective Purchaser/s at any time before transferring the said property to the Ultimate Apex Body shall be the property of the respective Purchaser/s & they shall use it for that purpose only.

In case of any dispute regarding above, the decision of the Promoter in this regard shall be final & binding on all the Purchaser/s.

THE FIFTH SCHEDULE REFERRED HEREINABOVE** PAYMENT INTERVALS

No	Payment Amount	Stage of Interval	%age
A)	Rs. /- Rupees _____ Only	On execution of this agreement, the payment and receipt whereof the Promoters hereby admit and acknowledge.	15.00 %
B)	Rs. /- Rupees _____ Only	On completion of the plinth work.	20.00 %
C)	Rs. /- Rupees _____ Only	On casting of the first slab.	5.00%
D)	Rs. /- Rupees _____ Only	On casting of the second slab.	5.00%
E)	Rs. /- Rupees _____ Only	On casting of the third slab.	4.00%

F)	Rs. /- Rupees _____ Only	On casting of the fourth slab.	4.00%
G)	Rs. /- Rupees _____ Only	On casting of the fifth slab.	4.00%
H)	Rs. /- Rupees _____ Only	On casting of the sixth slab.	4.00%
I)	Rs. /- Rupees _____ Only	On casting of the seventh slab.	4.00%
J)	Rs. /- Rupees _____ Only	On casting of the eight slab	4.00%
K)	Rs. /- Rupees _____ Only	On casting of the ninth slab	4.00%
L)	Rs. /- Rupees _____ Only	On casting of the tenth slab	4.00%
M)	Rs. /- Rupees _____ Only	On casting of the eleventh slab	4.00%
N)	Rs. /- Rupees _____ Only	On casting of the twelfth slab	4.00%
O)	Rs. /- Rupees _____ Only	On commencement of brick masonry / walling work.	3.00%
P)	Rs. /- Rupees _____ Only	On commencement of internal / external plaster.	3.00%
Q)	Rs. /- Rupees _____ Only	On commencement of flooring.	3.00%
R)	Rs. /- Rupees _____ Only	On commencement of electrification & sanitation	3.00%
S)	Rs. /- Rupees _____ Only	Within seven days of the Promoters intimating to the Purchaser/s that the Flat is ready for use and occupation.	3.00%
T)	Total Rs. /- Rupees _____ Only	100% of the Agreement value.	100%

Note: It is expressly agreed that for each of the above payments time is the essence of the contract. It is made clear and agreed by and between the parties hereto that the Promoters shall not be bound to follow the chronological order of any of the above said stages/installments and that the Promoters shall be completely at liberty to choose the chronology of the respective stages of the construction. The Promoters are also entitled

to merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The Purchaser/s agrees that any payment made before the stage of interval is as per the agreed terms with the Promoters & accordingly the consideration has been agreed to.

(That the Service Tax @ 4.5 % & 1% VAT as applicable as per the Budget 2016 & the Service Tax @ 15 % & 1% VAT as applicable as per the Budget 2016 or amended from time to time till the date of giving possession shall be paid by the Purchaser through the Promoters to the Govt. as and when demanded by the Promoters.)

**THE SIXTH SCHEDULE ABOVE REFERRED TO
COMMON EXPENSES AND OUTGOINGS****

1. Towards repairs & maintenance of common areas and facilities.
2. Wages of watchmen, sweeper etc. only for common areas.
3. Insurance only for common areas.
4. Revenue Assessment.
5. Municipal Taxes only for common area.
6. Electricity and water charges only for common areas & facilities.
7. Supervision charges.
8. Garbage Dealing Expenses
9. PMC water charges and water tanker charges are not included in the common maintenance charges and hence are to be paid separately to the Promoters at actual.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands this day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED BY
THE WITHNAMED PROMOTERS/OWNERS
ALCON DEVELOPERS

Through its authorised partner,

Mr. Jagdishprasad Tilakchand Agarwal _____
OF THE FIRST PART

SIGNED, SEALED AND DELIVERED BY

THE WITHNAMED THE CONSENTING PARTY / OWNERS

ALCON DEVELOPERS

Through Their Power of Attorney Holder

Mr. Jagdishprasad Tilakchand Agarwal _____
OF THE SECOND PART

In the presence of

1.

2.

SIGNED, SEALED & DELIVERED BY THE
WITHINNAMED PURCHASER/S

Mr. _____
... OF THE THIRD PART

In the presence of

1.

2.

Received on or before the execution of these presents from
Purchaser/s sum of **Rs. /- Rupees _____ Only**
Being the amount within expressed to have been paid
By him / her / them to us on or execution hereof.

WE SAY RECEIVED "PROMOTERS/OWNERS"

ALCON DEVELOPERS

Through its authorised partner,

Mr. Jagdishprasad Tilakchand Agarwal _____

Place: Pune