

AGREEMENT

This Articles of Agreement is made and executed at Pune on this ____ day of _____, in the year of 20____.

// BETWEEN //

NIRMAN SURYA VENTURES,

A JOINT VENTURE,
HAVING ITS OFFICE AT:- OFFICE NO. 2, SUNSCAPE BUILDING, PLOT NO. C3/4,
SDC, PRADHIKARAN, NIGADI, PUNE – 411 044,
REPRESENTED THROUGH ITS MEMBERS:-

(1) **NIRMAN BUILDCON,**

A PARTNERSHIP FIRM,
REGISTERED UNDER THE INDIAN PARTNERSHIP ACT, 1932,
HAVING ITS OFFICE AT- OFFICE NO.2, SUNSCAPE BUILDING, PLOT NO. C-3/4,
SDC, PRADHIKARAN, AKURDI, PUNE- 411 044.

(FIRM PAN NO. AAJFN3586F)

REPRESENTED THROUGH ITS AUTHORISED PARTNER,

MR.NAVIN RAJENDRA AGARWAL,

AGE ABOUT : 34 YEARS, OCCUPATION: BUSINESS,

(2) **M/S SURYA PROPERTIES,**

A PARTNERSHIP FIRM,
REGISTERED UNDER THE INDIAN PARTNERSHIP ACT, 1932,
HAVING ITS OFFICE AT- 5/1, WHITE HOUSE, YERAWADA, PUNE-411006

(FIRM PAN NO. ABUFS9740A)

REPRESENTED THROUGH ITS AURTHORISED PARTNER,

MR. PRANAYKUMAR ARUNKUMAR AGARWAL,

AGE ABOUT: 38 YEARS, OCCUPATION: BUSINESS,

Hereinafter referred to as **“THE PROMOTER, BUILDER AND THE DEVELOPER”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective Partners/Members, their respective heirs, successors, survivors, legal representatives, administrators, executors and assigns); **THE PARTY OF THE FIRST PART;**

// A N D //

1. _____,
AGE ABOUT: _____ YEARS, OCCUPATION: _____
(PAN NO: _____)

2. _____,
AGE ABOUT: _____ YEARS OCCUPATION: _____
(PAN NO: _____)

BOTH RESIDING AT: _____
_____.

Hereinafter referred to as **“THE FLAT/OFFICE PURCHASER/S” ALLOTTEE”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, legal representatives, administrators, executors and assigns); **THE PARTY OF THE SECOND PART;**

WHEREAS all the piece and parcel of the following buildable properties, adjoining to each other, in residential zone:-

Sr. no.	Survey Number	Total Area. Hect-Ares
1.	282/3/4	00-65
2.	282/3/5	00-24
3.	282/3/6A	00-11
Totally adm.		00-98

all are lying, being and situated at Revenue Village-Lohegaon, Taluka- Haveli, District-Pune, within the local limits of Gram Panchayat Lohegaon, Taluka Panchayat Samiti Haveli, Zilla Parishad Pune, within the revenue jurisdiction of Sub-Registrar, Haveli (Pune), more particularly described in the Schedule-I written hereunder and for the sake of convenience hereinafter referred to as the 'said properties';

AND WHEREAS as per 7/12 extract for the year 1930 to 1954, the entire landed property, Survey no. 282/3/4, was shown to be originally owned by Mr. Hari Arjuna Sathe (owner to the extent of 10 Ana, 08 Pai) and Mr. Devji Ravji Sathe (owner to the extent of 05 Ana, 04 Pai.);

AND WHEREAS as per 7/12 extract for the year 1930 to 1954, the entire landed properties, Survey no. 282/3/5 and Survey no. 282/3/6A, were shown to be originally owned by Mr. Hari Arjuna Sathe;

AND WHEREAS the above said Mr. Hari Arjuna Sathe, had released the Mortgage Deed, for a sum of Rs. 100/-, dtd. 8/10/1921, in respect of the above said landed property, Survey no. 282/3/5, together with other properties, from Mr. Bhikulal Savaleram Gujar, who was the Trustee of Bahiroba Devasthan and accordingly, an effect was given to the record of rights of the said property, together with other properties, vide mutation entry no. 1697;

AND WHEREAS the Tukda remark was entered into the other rights column of the said properties, Survey no. 282/3/5 and 282/3/6A, vide mutation entry no. 3641;

AND WHEREAS the above said Mr. Devji Ravji Sathe, expired intestate, leaving behind him, his son, Mr. Narayan Devji Sathe, as legal heir and accordingly, an effect has been given to the record of rights of the said property, Survey no. 282/3/4, left behind by the said deceased, mutation entry no. 4156;

AND WHEREAS the above said Mr. Narayan Devji Sathe, expired intestate, on 04/07/1961, leaving behind him, his sons, Mr. Bhagwan Narayan Sathe, daughters, Babubai Kisan Undre, Muktabai Sakham Choudhary, Vithabai Nivrutti Sorate, Abai Balu Pathare, widow, Smt. Yesubai Narayan Sathe, as legal heirs and the name of eldest son, Mr. Bhagwan Narayan Sathe, was entered into the record of rights of the said property, Survey no. 282/3/4, as HUF Manger, left behind by the said deceased, vide mutation entry no. 4372;

AND WHEREAS on enforcement of the Metric System as per the Maharashtra State Weights and Measurement Act, 1958 and the Indian Coinage Act, 1955, land area appearing in Acres and Gunthas was converted into Hectares and Ares, vide mutation entry no. 4561;

AND WHEREAS the above said Mr. Hari Arjuna Sathe, expired intestate, on 08/06/1974, leaving behind him, his sons, Mr. Ramchandra Hari Sathe, Mr. Laxman Hari Sathe, Mr. Yashawant Hari Sathe, Mr. Jayawant Hari Sathe, Mr. Keshav Hari Sathe, Mr. Sadashiv Hari Sathe, Mr. Raghunath Hari Sathe, widow, Shaubai Hari Sathe, daughters, Baydabai Govind Khandave, Gaubai Dagadu Valake, as legal heirs and accordingly, an effect has been given to the record of rights of the said properties, together with other properties, left behind by the said deceased. Names of the daughters were recorded in other rights column of the said properties, together with other properties, vide mutation entry no. 7053;

AND WHEREAS the above said Mr. Bhagwan Narayan Sathe, expired intestate, on 13/05/1973, leaving behind him, his widow, Smt. Kalawati alias Kalabai Bhagwan

Sathe, as sole legal heir and accordingly, an effect has been given to the record of rights of the said property, Survey no. 282/3/4, left behind by the said deceased, vide mutation entry no. mutation entry no. 9104;

AND WHEREAS the above said Mr. Sadashiv Hari Sathe, expired intestate, on 18/05/1979, leaving behind him, his sons, Mahadu Sadashiv Sathe, Kudalik Sadashiv Sathe, Santosh Sadashiv Sathe, daughter, Bebi Sadashiv Sathe, widow, Smt. Kausalyabai Sadashiv Sathe (for herself and minor guardian for her minor children), as legal heirs and accordingly, an effect has been given to the record of rights of the said properties, together with other properties, left behind by the said deceased, vide mutation entry no. 9246;

AND WHEREAS the above said Mr. Raghunath Haribhau Sathe, expired intestate, on 22/11/1985, leaving behind him, his daughters, Shobha Omkar Zinzurde, Shaila Raghunath Sathe, Vaishali Raghunath Sathe and a son, Hanumant Raghunath, being minor through their minor guardian, their uncle, Mr. Jaywant Haribhau Sathe, as legal heirs and accordingly, an effect has been given to the record of rights of the said properties, together with other properties, left behind by the said deceased, vide mutation entry nos. 11071 and 13594;

AND WHEREAS the above said Baydabai Govind Khandve, has released all her rights, title and interest, in the said properties, together with other properties, in favour of Mr. Ramchandra Hari Sate and other family members, by way of a Release Deed, dtd. 28/06/1995, registered at serial no. 3268/1995, in the office of Sub-Registrar, Haveli no. 8 (Pune) and based on the said Release Deed, an effect has been given to the record of rights of the said properties, together with other properties, vide mutation entry no. 15818;

AND WHEREAS the above said Smt. Kalabai Bhagwan Sathe, expired intestate, on 14/07/1979, leaving behind her daughters, Smt. Babubai Kisan Undere (expired), Mrs. Muktabai Sakham Choudhary, Smt. Vithabai Nivrutti Sorte and Aabai Balu Pathare, as legal heirs and accordingly, an effect has been given to the record of rights of the said properties, left behind by the said deceased, vide mutation entry no. 15950;

AND WHEREAS the above said Mr. Ramchandra Hari Sathe, expired intestate, on 21/12/1995, leaving behind him, his son, Mr. Maruti Ramchandra Sathe, daughters, Alkabai Tukaram Kalje, Kamal Madhukar Sonwane, Kasabai Ramchandra Sathe and a widow, Smt. Shantabai Ramchandra Sathe, as legal heirs and accordingly, an effect has been given to the record of rights of the said properties, together with other properties, left behind by the said deceased, vide mutation entry no. 16785. The above said daughters namely, Alkabai Tukaram Kalje and Kamal Madhukar Sonwane, have released and relinquished all their rights, title and interest in the said properties, together with other properties, by way of regd. Release Deed, dtd. 10/12/1996, registered at serial no. 6581/96, in the office of Sub-Registrar, Haveli no. 8 (Pune);

AND WHEREAS the above said Muktabai Sakham Choudhary, expired intestate, on 20/02/1997, leaving behind her husband, Mr. Sakham Shripati Choudhary, son, Mr. Rajaram Sakham Choudhary, daughters, Indubai Baban Ghenand, Kalavati Shivaji Kute, as legal heirs and accordingly, an effect has been given to the record of rights of the said property, Survey no. 282/3/4, left behind by the said deceased, vide mutation entry no. 24223;

AND WHEREAS the above said Mr. Bebi Baban Walke alias Mr. Bebi Sadashiv Sathe, has released and relinquished all her rights, title and interest in the said properties, together with other properties, in favour of her brothers, Mr. Mahadu Sadashiv Sathe and others, by way of a Release Deed, dtd. 08/07/1997, registered at serial no. 4115/1997, in the office of Sub-Registrar, Haveli no. 8 (Pune) and based on the said Release Deed, an effect has been given to the record of rights of the said properties, together with other properties, vide mutation entry no. 18213 which was earlier duly cancelled and thereafter certified vide mutation entry no. 30737;

AND WHEREAS the above said Babutai Kisan Undre, expired intestate, on 18/08/1992, leaving behind her, son, Mr. Ganpat Kisan Undre, as legal heir and accordingly, an effect has been given to the record of rights of the said property, Survey no. 282/3/4, left behind by the said deceased, vide mutation entry no. 25398;

AND WHEREAS the above said Mr. Laxman Haribhau Sathe and his mother, Chandrabhaga Laxman Sathe, expired intestate, on 29/07/1984 and 17/11/2005, respectively, leaving behind them, Mr. Sudam Laxman Sathe, Mr. Shivaji Laxman Sathe, Mr. Balu Laxman Sathe, Kausalya Damu Khandve, Vastalabai Balwant Khandve, as legal heirs and accordingly, an effect has been given to the record of rights of the said properties, together with other properties, left behind by the said deceased, vide mutation entry nos. 25469 and 26783;

AND WHEREAS the above said Shanta Raghunath Sathe (after marriage her name was changed to Mrs. Shaila Ganesh Lonkar) and Vaishali Raghunath Sathe (after marriage her name was changed to Mrs. Vaishali Nitin Kate), have released and relinquished all their rights, title and interest in the said properties, together with other properties, in favour of their brother, Mr. Hanumant Raghunath Sathe, by way of a Release Deed, dtd. 06/01/2010, registered at serial no. 240/2010, in the office of Sub-Registrar, Haveli (Pune) and based on the said Release Deed, an effect has been given to the record of rights of the said properties, together with other properties, vide mutation entry no. 30077;

AND WHEREAS the above said Aabai alias Abubai Balu Pathare, Mr. Maruti Balu Pathare, Mr. Vithal Balu Pathare, Mr. Pandurang Balu Pathare, Shaila Sharad Hargude, Smt. Vithabai Nivrutti Sorte, Mr. Balu Nivrutti Sorte, Mrs. Mangal Anil Lonkar, sold out a separated area, adm. 00 Hectare, 11 Ares, from and out of the said property, Survey no. 282/3/4, unto Mr. Dattatray Maruti Sathe, by way of a Sale Deed, dtd. 15/12/2009, registered at serial no. 7397/2009, in the office of Sub-Registrar, Haveli no. 7 (Pune) and based on the said Sale Deed, an effect has been given to the record of rights of the said property, vide mutation entry no. 30707;

AND WHEREAS the above said Mr. Sakharam Shripati Choudhary and other family members, sold out a separated area, adm. 00 Hectare, 11 Ares, from and out of the said property, Survey no. 282/3/4, unto Mr. Dattatray Maruti Sathe, by way of a Sale Deed, dtd. 16/02/2010, registered at serial no. 1243/10, in the office of Sub-Registrar, Haveli no. 7 (Pune) and based on the said Sale Deed, an effect has been given to the record of rights of the said property, vide mutation entry no. 30708;

AND WHEREAS the above said Mr. Yashwant Haribhau Sathe, expired intestate, on 10/05/1998, leaving behind him, his sons, Mr. Tukaram Yashwant Sathe, Mr. Vishnu Yashwant Sathe, Mr. Dnyaneshwar Yashwant Sathe, predeceased son, Sakharam Yashwant Sathe (through his legal heirs, sons, Mr. Haribhau Sakharam Sathe, Mr. Sopan Sakharam Sathe, daughter, Jayshtree Dattatray Darekar, widow, Smt. Sakhubai Sakharam Sathe) daughter, Tulsabai Dnyanoba Nimbalkar, as legal heirs and accordingly, an effect has been given to the record of rights of the said properties, together with other properties, left behind by the said deceased, vide mutation entry no. 30869;

AND WHEREAS the above said Shantabai Ramchandra Sathe and Kasabai Ramchandra Sathe, expired intestate, on 03/04/2005 and 04/10/2000 respectively, leaving behind them, Mr. Maruti Ramchandra Sathe, as legal heir and accordingly, an effect has been given to the record of rights of the said properties, together with other properties, left behind by the said deceased, vide mutation entry no. 31439;

AND WHEREAS the above said Mr. Maruti Ramchandra Sathe and other family members mutually partitioned their ancestral properties amongst themselves by way of a Partition Deed, dtd. 07/07/2011, registered at serial no. 6834/2011, in the office of Sub-Registrar, Haveli no. 8 (Pune). In the said partition, a separated area, adm. 00 Hectare, 14 Ares, from and out of the entire landed property, Survey no. 282/3/4, was allotted to the share of Smt. Gaubai Dagadu Walke and accordingly, an effect has been given to the record of rights of the said landed property, vide mutation entry no. 35373;

AND WHEREAS the concerned authority, vide its ref. no. 6276/2011, dtd. 26/04/2011 issued a Zone Certificate in which entire Survey no. 282 is shown to be under Residential Zone, and part is shown to have been affected by 30 mtrs. proposed road.

AND WHEREAS the above said Mr. Maruti Ramchandra Sathe and other family members, sold out a separated area, adm. 00 Hectare, 29 Ares, from and out of the

entire landed property, Survey no. 282/3/4, Survey no. 282/3/5, totally adm. 00 Hectare, 24 Ares (including Pot Kharaba, 00 Hectare, 04 Ares) and Survey no. 282/3/6A, totally adm. 00 Hectare, 09 Ares (including Pot Kharaba, 00 Hectare, 02 Ares), unto no. 2 of the Promoter, Builder and the Developer, M/s Surya Properties, a Partnership Firm, registered under the Indian Partnership Act, 1932, having its office at :- 5/1, White House, Yerwada, Pune – 411 006, represented through its Partners, Mr. Gangabishan Barumal Agarwal, Mr. Ashish Yuvraj Jain and Mr. Pranaykumar Arunkumar Agarwal, by way of a Sale Deed, dtd. 07/07/2011, registered at serial no. 6826/2011, in the office of Sub-Registrar, Haveli no. 8 (Pune) and based on the said Sale Deed, an effect has been given to the record of rights of the said properties, vide mutation entry no. 35319.

AND WHEREAS the above said Mrs. Gaubai Dagadu Walke, with the consent of Mr. Pandit Dagadu Walke, Mr. Chandrakant Dagadu Walke and Mr. Sunita Sanjay Kale, sold out a separated area, adm. 00 Hectare, 14 Ares, from and out of the entire landed property, Survey no. 282/3/4, unto no. 2 of the Promoter, Builder and the Developer, M/s Surya Properties, a Partnership Firm, registered under the Indian Partnership Act, 1932, having its office at:-5/1, White House, Yerwada, Pune – 411 006, represented through its Partners, Mr. Gangabishan Barumal Agarwal, Mr. Ashish Yuvraj Jain and Mr. Pranaykumar Arunkumar Agarwal, by way of a Sale Deed, dtd. 07/07/2011, registered at serial no. 6851/2011, in the office of Sub-Registrar, Haveli no. 8 (Pune) and based on the said Sale Deed, an effect has been given to the record of rights of the said properties, vide mutation entry no. 35384.

AND WHEREAS the above said Mr. Dattatray Maruti Sathe, with the consent of Mrs. Urmila Dattatray Sathe, Mr. Santosh Sadashiv Sathe, Dr. Rajesh Sambhaji Sathe and Mr. Hanumant Raghunath Sathe, sold out a separated area, adm. 00 Hectare, 22 Ares, from and out of the entire landed property, Survey no. 282/3/4, unto no. 2 of the Promoter, Builder and the Developer, M/s Surya Properties, a Partnership Firm, registered under the Indian Partnership Act, 1932, having its office at :- 5/1, White House, Yerwada, Pune – 411 006, represented through its Partners, Mr. Gangabishan Barumal Agarwal, Mr. Ashish Yuvraj Jain and Mr. Pranaykumar Arunkumar Agarwal, by way of a Sale Deed, dtd. 07/07/2011, registered at serial no. 7232/2011, in the office of Sub-Registrar, Haveli no. 8 (Pune) and based on the said Sale Deed, an effect has been given to the record of rights of the said properties, vide mutation entry no. 35318.

AND WHEREAS by virtue of the above said Sale Deeds, no. 2 of the Promoter, Builder and the Developer, M/s Surya Properties, has become the absolute owner of the said properties.

AND WHEREAS for good and sufficient reasons, no. 2 of the Promoter, Builder and the Developer, entered into a Joint Venture Agreement coupled with an Irrevocable General Power of Attorney, both dtd. 27/06/2012, with no. 1 of the Promoter, Builder and the Developer, which documents have been registered at Sr. nos. 6205/2012 and 6206/2012, respectively, in the Office of the Sub-Registrar, Haveli no. 18 (Pune), upon the terms and conditions contained therein and thus both of them are jointly implementing the Scheme of Construction on the said properties in Joint Venture pursuant to the above said Joint Venture Agreement;

AND WHEREAS the Collector in consultation with Town Planning Authority, Pune, has sanctioned Building Plan in respect of the said properties vide its Order, bearing ref. no. PMH/NA/SR/1137/11, dtd. 24/04/2012; subject to the conditions mentioned thereon AND Received revision from PMRDA NO:3050 DATED 12/1/2016.

AND WHEREAS based on the above said documents, the Promoter, Builder and the Developer, is entitled to implement the Scheme of Construction on the said properties and to deal with the said properties (including construction thereon), accept the consideration and to execute and to get registered the requisite documents in favour of the intending purchaser/s, etc., and all the above said documents, including link document/s such as approvals, permissions, plans, orders, etc., whatsoever mentioned on this Agreement for Sale, are still in force and treated as part and parcel of this document;

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects Sandeep Hardikar and Associates and such Agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS the Promoter has appointed a Structural Engineer Mr. Subhash Tayal for Designer for building “C” and “D” building the preparation of the structural design and drawings of the buildings and the Promoter accept the professional supervision of the said Architect and the Structural Engineer till the completion of the said building(s)/Project.

AND WHEREAS the Promoter has appointed K. L. Bansal and Associates as their Chartered Accountant for the said project.

AND WHEREAS the Promoter herein has sole and exclusive right to sell the Flat/Apartment/Shop in the said wings/buildings to be constructed by the Promoter in the project lands and to enter into Agreement(s) with the allottee(s) of the Apartment(s) and to receive the sale consideration in respect thereof.

AND WHEREAS the Allottee/s applied to the Promoter for allotment of an _____ bearing No. _____ on the _____ floor (hereinafter for the sake of brevity and convenience referred to as the “said Apartment”) in the building known and styled as wing/building no. “_____” out of the _____ Phase of the said project “SILVER MIST” (hereinafter for the said of convenience and brevity referred to as the “said Building/Project”).

AND WHEREAS on demand from the Allottee(s), the Promoter has given inspection to the Allottee(s) of all the documents of title relating to the project lands, NA Order, Commencement Certificates and the plans, designs and specifications prepared by the Promoter's Architect..

AND WHEREAS the authenticated copies of Report/Certificate of Title issued by the Advocate Arun Gaikwad of the Promoter, authenticated copies of 7/12 extract showing the nature of the title of the Promoter to the project lands on which the Apartment(s) is/are constructing have been annexed hereto and marked as Annexure 'C' and 'D', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure 'E'.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee(s) as sanctioned and approved by the local authority have been annexed and marked as Annexure 'B'.

AND WHEREAS the Promoter has obtained approvals from the concerned local authority(s) for causing construction of the said flat . The Promoter shall obtain all the permissions / approvals required for securing completion / occupancy certificate in respect of the said flat.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project lands and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the plans approved by the concerned Local Authority.

AND WHEREAS the carpet area i.e. the net usable floor area of the said Apartment is _____ square meters (_____ sq.foot) excluding balconies admeasuring _____ sq.meters(_____ sq.foot).

AND WHEREAS relying on the confirmations, representations and assurances of the Allotter/s to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws the Promoter have agreed to allot the said flat /

shop / apartment to the Allottee/s and enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS prior to the execution of these presents, the Allottee/s has/have paid to the Promoter a sum of Rs. _____/-(**Rupees** _____ **only**), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee(s) as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee(s) has / have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS under section 13 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter for the sake of brevity and convenience referred to as the "said Act") the Promoter is required to execute a written Agreement for Sale in respect of the said Apartment with the Allottee(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agree to sell and the Allottee(s) hereby agree to purchase the said Apartment.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Promoter shall construct the said "_____" building/s consisting of _____ floors on the project lands in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee(s) in respect of variations or modifications which may adversely affect the Apartment of the Allottee(s) except any alteration or addition required by any Government authorities or due to change in law.

- 1(a) (i) The Allottee(s) hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee(s), _____ bearing No. _____ of the carpet area _____ square meters (_____ sq.foot) excluding balconies admeasuring _____ sq.meters (_____ sq.foot) on _____ floor in the building _____ **wing** (hereinafter for the sake of brevity and convenience referred to as "the Apartment") of _____ Phase as shown in the Floor plan thereof hereto annexed and marked as Annexure 'B' for the total / lump consideration of **Rs.**_____/ - (**Rupees** _____ **only**) which includes the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Annexure 'A' annexed herewith.
- 1(c) The Allottee(s) has / have paid on or before execution of this Agreement a sum of **Rs.**_____/ - (**Rupees** _____ **only**), as advance payment or application fee and hereby agree/s to pay to that Promoter the balance amount in the following manner :-
 - i. 20% of the total consideration to be paid to the Promoter within 7 days after the execution of Agreement,
 - ii. 10% of the total consideration to be paid to the Promoter within 7 days from raising of demand by the Promoter after completion of the Plinth of the building or wing in which the said Apartment is located.
 - iii. 10% of the total consideration to be paid to the Promoter within 7 days after raising of demand by the Promoter on completion of first slab of the building or wing in which the said Apartment is located.
 - iv. 10% of the total consideration to be paid to the Promoter within 7 days after raising of demand by the Promoter on completion of SECOND slab of the building or wing in which the said Apartment is located.

- v. 10% of the total consideration to be paid to the Promoter within 7 days after raising of demand by the Promoter on completion of THIRD slab of the building or wing in which the said Apartment is located.
 - vi. 10% of the total consideration to be paid to the Promoter within 7 days after raising of demand by the Promoter on completion of FOURTH slab of the building or wing in which the said Apartment is located.
 - vii. 10% of the total consideration to be paid to the Promoter within 7 days after raising of demand by the Promoter on completion of top slab of the building or wing in which the said Apartment is located.
 - viii. 5% of the total consideration to be paid to the Promoter within 7 days after raising of demand by the Promoter on completion of the brick work of the said Apartment.
 - ix. 5% of the total consideration to be paid to the Promoter within 7 days after raising of demand by the Promoter on completion of tiling work of the said Apartment.
 - x. 5% of the total consideration to be paid to the Promoter within 7 days after raising of demand by the Promoter on completion of plumbing work of the said Apartment.
 - ix. Balance Amount at the time of handing over of the possession of the Apartment to the Allottee(s).
- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or Value Added Tax, Service Tax and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the said Apartment. The Allottee/s shall separately pay the amount of taxes as demanded by the Promoter in addition to the consideration mentioned above. The said amount of taxes be paid to the Promoter by the Allottee/s within 7 days from the demand raised by the Promoter. It is made clear that the Allottee/s shall not be entitled to claim refund of any amount of taxes paid by him to the Promoter. It is also made clear that the rate of tax may vary as per government policy. Therefore the tax may vary from stage to stage or person to person or the consideration or the type of unit.
- 1(e) The Total Price is escalation-free, save and except escalations / increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments. It is specifically agreed that if the Promoter decides to insure the said project relating the proposed development done or to be done or relating to the title of the project land, then the Allottee/s shall pay the proportionate share of the premium within 7 days from the demand made by the Promoter in this behalf and non payment thereof shall amount to willful default caused by the Allottee/s as contemplated under this Agreement.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. It is also made clear that the Promoter does not provide skirting in the said apartment. However, upon receiving the request of the Allottee(s), the promoter has provided skirting in the said apartment resulting in reduction in carpet area and such reduction shall not be considered as a reduction in the carpet area as per the prevailing law and the Allottee(s) shall not be liable to make any demand from the Promoter. However it is made clear that the consideration of the flat / shop / apartment has been fixed in lump sum and the same is not arrived at calculating its area, hence neither Promoter nor Allottee/s shall be entitled to make any demand from the other side.
- 1(h) The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in

his/her/their name/s as the Promoters may in their sole discretion deem fit and the Allottee(s) undertake not to object / demand / direct the Promoter to adjust his / her / their payments in any manner.

- 1(i) The Allottee shall not directly or indirectly cause obstruction to the development of the said project as desired by the Promoter for any reason whatsoever.
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee(s) obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee(s) and the common areas to the association of the Allottee(s) after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee(s) shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above ("Payment Plan").

It is made clear that the chronology of the work may change as per convenience and in such case the Allottee/s cannot refuse to pay the installment which he is supposed to pay after completion of the said work. In case the Allottee/s fail/s to pay any such installment in time, the same shall be considered as failure to pay in time. The Allottee(s) agree to pay to the Promoter, interest as specified in the Rule i.e. State Bank of India's highest Marginal Cost of Lending Rate (MCLR) + 2% and in case it is not in use then it would be replaced by such bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public, on all the delayed payment which become due and payable by the Allottee(s) to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter. If the Promoter fails to abide by the time schedule for completing the project and handing over the said Apartment to the Allottee(s), the Promoter agrees to pay to the Allottee(s), who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee(s), for every month of delay, till the handing over of the possession.

3. The Promoter hereby declare that the Floor Space Index available as on date in respect of the project land is 8733.64 square meters only and Promoter has planned to utilize Floor Space by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project till the conveyance of the project is executed in favor of the Association of the Allottees (Society etc.). The Promoter has disclosed the Floor Space Index as proposed to be utilized by him in phases on the project land in the said Project and Allottee(s) have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and the remaining unutilized FSI shall belong to the Promoter only and the Promoter shall be entitled to make use of the same on any other project or otherwise.

Allottee(s) have agreed to purchase the said Apartment on the understanding that the declared proposed FSI shall belong to Promoter only and in case for any reason whatsoever the FSI is increased and the same could not be consumed on the said project the Promoter shall be entitled to make use of the same on any other project or otherwise.

4. Without prejudice to the right of Promoter to charge interest in terms of clause 3 above, on the Allottee(s) committing default in payment on due date of any amount due and payable by the Allottee(s) to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee(s) committing 3 (three) defaults of payment of

installments, the Promoter shall at his / her / their own option, may terminate this Agreement:

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee(s) (subject to adjustment and deduction of ten percent amount of the total agreed consideration or the customers own contribution excluding the bank's disbursement towards administration charges, liquidated damages and all other expenses incurred by the Promoter in respect of the said Apartment) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee(s) to the Promoter. In case the customers own contribution is less than the ten percent amount of the total agreed consideration then the Promoter shall be entitled to recover the deficit with interest at the aforesaid rate. It is made clear that while taking into consideration the amount paid by the Allottee/s to the Promoter the amount of contribution towards taxes, stamp duty, registration fees or any other government dues shall be excluded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or price range (if unbranded) to be provided by the Promoter in the said building/s and the Apartment as are set out in Annexure 'A' annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee(s) on or before 03/06/2018. If the Promoter fails or neglects to give possession of the Apartment to the Allottee(s) on account of reasons beyond their control and of their agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee(s) the amounts already received by them in respect of the Apartment with interest at the same rate as may mentioned in the clause 2.2 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- (i) War, civil commotion or act of God,
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court,
- (iii) Any other reason due to force majeure.

It is made clear that the Common Amenities of the entire project including club house, garden etc. has already being developed by the Promoter.

- 7.1 Procedure for taking possession: The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee(s) as per the Agreement shall within 7 days offer in writing the possession of the said Apartment, to the Allottee(s) in terms of this Agreement to be taken within the time specified in the said letter and the Promoter shall give possession of the said Apartment to the Allottee(s). The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoter or association of allottee(s), as the case may be from the date the Promoter has offered the Allottee/s possession of the said flat.
- 7.2 Failure of Allottee(s) to take possession of the said Apartment: Upon receiving a written intimation from the Promoter as per clause 7.1, such Allottee(s) shall continue to be liable to pay maintenance charges as applicable without prejudice to the right of the Promoter to terminate this Agreement for non payment by the Allottee/s.
- 7.3 If within a period of one year from the date of handing over the Apartment to the Allottee(s), the Allottee(s) bring/s to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is situated or any defects on

account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its/their own cost and in case it is not possible to rectify such defects, then the Allottee(s) shall be entitled to receive from the Promoter, compensation for such defect subject to a maximum limit of Rs. 10,000/- Provided however that the Allottee shall not carry out or caused to be carry out any alterations of the whatsoever nature in the said Apartment of phase and in specific the structure of the said Unit / Wing / Phase of the said building which shall include but not limit to column, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water, if any, or such work are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect caused on account of willful neglect on the part of the Promoter, and shall not mean defect caused by normal wear and tear and by negligent use of Apartment by the occupants, vagaries of nature etc.

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

Further where the manufacture warranty as shown by the Developer to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said building / phase / unit and if the annual maintenance contract are not done / renewed by the Allottee the Promoter shall not be responsible for any defects occurring due to the same.

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

That the Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the unit / building / phase includes minor hair line cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree Celsius and which do not amount to structural defect and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to be surveyed by the Project Architect, who shall submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in the mind the aforesaid agreed clauses of this Agreement.

8. The Allottee(s) shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He / She / They shall use the parking space only for purpose of keeping or parking vehicle.
9. The Promoter may form one or more Societies / Associations / Limited Companies of the unit allottee(s) of the said scheme. The Allottee(s) along with other Allottee(s) of Apartments in the building/s shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee(s), so as to enable the Promoter to register the common organisation of Allottee(s). No objection shall be taken by the Allottee(s) if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 9.1 The Promoter shall, within twelve months after receipt of completion certificate of the entire project from the competent authority and after utilizing the entire FSI and TDR which may be permissible to be used on the said project land and subject to the receipt of all sums due and receivable from all the allottee(s) and subject to the sale of all the units, cause to be transferred to the Society or Association or Limited Company / Federation / Apex Body all the right, title and the interest of the Promoter in the entire or any part of the land with the Building or wing in which the said Apartment is situated.
- 9.2 The Promoter shall be entitled to allot by way of lease or license any portion of the project land to any government / semi-government / local authority / MSEDCL or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V., fire brigade station/s, etc. The Allottee(s) shall not be entitled to raise any objection or grievance about the same.
- 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee(s) that the Apartment is ready for use and occupancy, the Allottee(s) shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project lands and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, electricity consumption charges and cost of maintaining electricity fittings relating common areas, parkings etc., repairs and salaries of clerks bill collectors, chowkidars, security, house keeping and sweepers, maintenance and repairs of drainage line, water line, all other facilities but not restricted to water pumps, lifts, solar panels, generators, fire equipments, sewage treatment plant, organic waste composter and all types of machineries, equipments provided or available in the said project and all other expenses necessary and incidental to the management and maintenance of the project lands and building/s. There is likely to be low water supply from the local authority and the Allottee shall have to pay for the water charges if Promoter provides water by tanker or any other source. The amount spent by the Promoter for the same shall be a part of monthly maintenance charges. Similarly in case any infrastructure related facility is provided to the Allottee, the Allottee shall pay separately for the same and shall also be liable to pay taxes thereon, if any. Until the Society or Association or Limited Company is formed and the said structure of the building/s or wing/s is / are transferred to it, the Allottee(s) shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee(s) further agree/s that till the Allottee's share is so determined the Allottee(s) shall pay to the Promoter provisional contribution of **Rs. _____/- (Rupees _____ only)** towards the outgoings for the maximum period of two years. The Promoter / Society is entitled to demand the deficit of the contribution from the Allottee/s. The amounts so paid by the Allottee(s) to the Promoter shall not carry any interest and remain with the Promoter until a conveyance / assignment of the structure of the building or wing is executed in favour of the Society or Association or Limited Company as aforesaid. On such conveyance / assignment being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or Association or the Limited Company, as the case may be. It is agreed that in case any tax is payable by law or rule on any other amount payable by virtue of this Agreement shall be borne and paid by the Allottee.
- 9.4 It shall be the liability and responsibility of the Allottee and their association (Society etc.) to maintain at their own cost all the equipments, machineries, plants, fittings etc. provided by the Promoter. They shall also be liable and responsible to maintain the buildings and structures by periodically painting, filling of cracks etc. at their own cost. The Allottee is aware that all the facilities, amenities, plants, solar heating system, shall be used and the same may get damaged if the same remain unused. The Promoter shall not be liable and responsible for the consequences arising out of failure, negligence or incompetency in operating and maintaining the aforesaid equipments etc., and the Allottee and their Association (Society etc.) shall be solely liable and responsible for its consequences including payment of fine, penalty etc., which may be imposed by the competent authority.
10. The Allottee shall pay to the Promoter all the legal costs, charges and expenses, including professional costs of the Advocate/s of the Promoter in connection with

formation of the said Society or Association or Limited Company or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of the said land, along with the structure standing thereon.

11. At the time of registration of conveyance of the structure of the building/s or wing/s of the building/s, the Allottee(s) shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Association or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said building(s) / wing(s) of the building(s). At the time of registration of conveyance of the project land, the Allottee(s) shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.
12. The Promoter hereby represents and warrants to the Allottee(s) as follows:-
 - i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this Agreement and have the requisite rights to carry out development upon the project lands and also have actual, physical and legal possession of the project lands for the implementation of the Project;
 - ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
 - iii. There are no encumbrances upon the project lands or the Project except those disclosed in the title report;
 - iv. There are no litigations pending before any Court of law with respect to the project lands or Project except those disclosed in the title report;
 - v. All approvals, licenses and permits issued by the competent authorities with respect to the project, project lands and said building(s) / wing(s) are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project lands and said building(s)/wing(s) shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, project lands, building(s)/wing(s) and common areas;
 - vi. The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
 - vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project lands, including the project and the said Apartment, which will, in any manner, affect the rights of Allottee(s) under this Agreement;
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;
 - ix. At the time of execution of the Conveyance of the structure to the Society / Association / Limited Company of the Allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the said Society / Association / Limited Company of the Allottee(s);
 - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the completion certificate is received;

- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said land) has been received or served upon the Promoter in respect of the project lands and/or the project except those disclosed in the title report.
- 13. The Allottee(s) for himself / herself / themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-
 - i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee(s) in this behalf, the Allottee(s) shall be liable for the consequences of the breach.
 - iii. To carry out at his / her / their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee(s) and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee(s) committing any act in contravention of the above provision, the Allottee(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
 - iv. Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Association or the Limited Company.
 - v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
 - vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
 - vii. Pay to the Promoter within fifteen days of demand by the Promoter, his / her / their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee(s) for any purposes other than for purpose for which it is sold. The Allottee(s) have also been informed that the assessment of the said property for property tax or any other taxes by the Local Authority may take time. Hence the Allottee(s) is entitled to pay separately the charges for the property tax or any other taxes, whenever applicable, from the date of completion.
- ix. The Allottee(s) shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee(s) to the Promoter under this Agreement are fully paid up.
- x. The Allottee(s) shall observe and perform all the rules and regulations which the Society or Association or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building(s) and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the Society / Association / Limited Company / Apex Body / Federation regarding the occupancy and use of the Apartment 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.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society / Association / Limited Society, the Allottee(s) shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project lands on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee(s) shall permit the Promoter and its/their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project lands or any part thereof to view and examine the state and condition thereof.
- 14. The Promoter shall maintain a separate account in his name or in the name of the society as the case may be in respect of sums received by the Promoter from the Allottee(s) as advance or deposit, sums on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 15. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments and Building or any part thereof. The Allottee(s) shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him / her / them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Association/Limited Company or other body and until the project land is transferred to the Apex Body / Federation as hereinbefore mentioned.
- 16. After the Promoter executes this Agreement in favor of the Allotte(s), they shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has / have taken or agreed to take such Apartment.
- 17. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment / building, as the case may be.

18. This Agreement may only be amended through written consent of the Parties.
19. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
20. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
21. Wherever in this Agreement it is stipulated that the Allottee(s) has / have to make any payment, in common with other Allottee(s) in Project, the same shall be paid by all the Unit Purchasers equally irrespective of the carpet area of the Apartment held by them. It is made clear that in case one Allottee or his family members acquired any other unit, it would be considered as separate unit for the said purposes.
22. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
23. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s). After the Agreement is duly executed by the Allottee(s) and the Promoter, the same shall be registered at the office of concerned Sub-Registrar.
24. The Allottee(s) and/or Promoter shall present this Agreement as well as the conveyance/assignment at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.
25. That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

The Allottee(s):

1. **MR./MRS.** _____,
Email ID - _____
2. **MR./MRS.** _____,
Email ID - _____

BOTH RESIDING AT: _____
_____.

The Promoter:
(1) **NIRMAN BUILDCON,**
A PARTNERSHIP FIRM,
REGISTERED UNDER THE INDIAN PARTNERSHIP ACT, 1932,
HAVING ITS OFFICE AT- OFFICE NO.2, SUNSCAPE BUILDING, PLOT NO. C-3/4,
SDC, PRADHIKARAN, AKURDI, PUNE- 411 044.
(FIRM PAN NO. AAJFN3586F)
REPRESENTED THROUGH ITS AUTHORISED PARTNER,
MR.NAVIN RAJENDRA AGARWAL,

AGE ABOUT : 34 YEARS, OCCUPATION: BUSINESS,
(2) **M/S SURYA PROPERTIES,**
A PARTNERSHIP FIRM,
REGISTERED UNDER THE INDIAN PARTNERSHIP ACT, 1932,
HAVING ITS OFFICE AT- 5/1, WHITE HOUSE, YERAWADA,
PUNE-411006

(FIRM PAN NO. ABUFS9740A)

REPRESENTED THROUGH ITS AUTHORIZED PARTNER,

MR. PRANAYKUMAR ARUNKUMAR AGARWAL AGE ABOUT: 38 YEARS,
OCCUPATION: BUSINESS,

It shall be the duty of the Allottee(s) and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post, failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

26. That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Allottees.
27. The consideration of the said agreement between the Promoter, Builder and the Developer and the Allottee(s) herein is as per the prevailing market rate in the subject locality. This agreement is executed by the parties hereto under the Real Estate Regulation and Development Act, 2016. However, the Promoter shall get himself registered under the Real Estate Regulation and Development Act, 2016 within a time period of 3 months starting from 1st May 2017 or any other extended timeline as provided by the authority. The stamp duty for this registration is payable as per the Bombay Stamp Act, 1958, Schedule 1, Article 25 (d). The particulars of the same are as follows :
- a) Agreed consideration : Rs. _____/-
 - b) Market Value : Rs. _____/-
 - c) Stamp Duty Paid : Rs. _____/-
 - d) Registration Charges Paid : Rs. _____/-
28. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
29. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune courts will have the jurisdiction for this Agreement.
30. It is specifically agreed that all amounts due and payable under this Agreement shall be paid by the Allottee/s in Indian currency. However in case of foreign remittances by the Allottees it shall be accepted at the sole risk and responsibility of the Allottees and the Allottee shall solely be responsible for payment of taxes thereon and consequences of any breach of the laws and rules in this behalf.

// SCHEDULE - I //

(BEING DESCRIPTION OF THE ENTIRE PROPERTIES)

All those following pieces and parcel of the buildable landed properties in residential zone lying, being and situated at Revenue Village- Lohegaon, Taluka- Haveli, District- Pune, within the local limits of Gram Panchayat Lohegaon, Taluka Panchayat Samiti Haveli, Zilla Parishad Pune, within the revenue jurisdiction of Sub-Registrar, Haveli (Pune), bearing:-

- (A)** Survey no. 282/3/4, totally admeasuring 00 Hectares, 65 Ares (including Potkharaba, 00 Hectare, 11 Ares), assessed at Rs. 00.81,

(B) Survey no. 282/3/5, totally admeasuring 00 Hectares, 24 Ares (including Potkharaba, 00 Hectare, 04 Ares), assessed at Rs. 00.31,

AND

(C) Survey no. 282/3/6A, totally admeasuring 00 Hectares, 09 Ares (including Potkharaba, 00 Hectare, 02 Ares), assessed at Rs. 00.11,

The above said properties, described in ‘A’, ‘B’ and ‘C’, are adjoining to each other, totally adm. 00 Hectare, 98 Ares and are jointly bounded as under:-

On or towards the East : By Survey no. 282/3/6B,
On or towards the South : By Survey no.281,
On or towards the West : By Village Boundary of
Dhanori and Lohegaon,
On or towards the North : By Survey no. 282/3/3,

Together with all easementary right, title and interest attached thereto.

NOTE: Boundaries as per Government Record are to be considered and the same shall prevail over.

SCHEDULE-II

(BEING DESCRIPTION OF THE FLAT/UNIT/OFFICE AGREED TO BE PURCHASED AND WHICH IS THE SUBJECT MATTER OF THIS AGREEMENT),

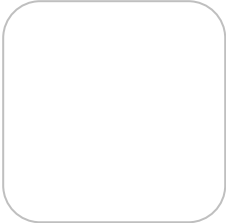
The _____ bearing No. _____, in ‘_____’ Wing- having the carpet area of _____ square meters (_____ sq.foot) excluding balconies admeasuring _____ sq.meters (_____ sq.foot). on the _____ **Floor**, of the Building named “**SILVER MIST**” being constructed upon the properties described in Schedule-I referred to above.

IN WITNESSETH WHEREOF THE PARTIES HERETO HAVE SIGNED AND EXEUCTED THIS AGREEMENT FOR SALE ON THE DAY, MONTH AND THE YEAR MENTIONED HEREINABOVE.

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED
PROMOTER, BUILDER AND THE DEVELOPER,
NIRMAN SURYA VENTURES, A JOINT VENTURE,
REPRESENTED THROUGH ITS MEMBERS:-

(1) **NIRMAN BUILDCON, A PARTNERSHIP FIRM,**
REGISTERED UNDER THE INDIAN PARTNERSHIP ACT, 1932, REPRESENTED
THROUGH ITS AUTHORISED PARTNER,

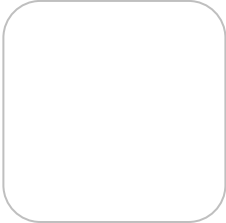
MR. NAVIN RAJENDRA AGARWAL,

_____  

=====

(2) **M/S. SURYA PROPERTIES, A PARTNERSHIP FIRM,**
REGISTERED UNDER THE INDIAN PARTNERSHIP ACT 1932,
REPRESENTED THROUGH ITS AUTHORISED PARTNER,

MR. PRANAYKUMAR ARUNKUMAR AGARWAL,

_____  

=====

(THE PARTY OF THE FIRST PART)
SIGNED SEALED AND DELIVERED BY
THE WITHIN NAMED PURCHASER/S,
=====

MR./MRS. _____,

=====

MR./MRS. _____

=====

(THE PARTY OF THE SECOND PART)

IN PRESENCE OF THE WITNSSES:-

1. SIGNATURE :
NAME :
ADDRESS :

2. SIGNATURE :
NAME :
ADDRESS :

ANNEXURE – A

SPECIFICATIONS AND COMMON AMENITIES FOR THE FLAT.

(A) COMMON AMENITIES:

- Multipurpose Hall,
- Gymnasium,
- Landscaped Garden,
- Children’s Play Area,
- Jogging Track,
- Elevators of Johnson/Schindler make.
- Trimix Internal Road,

(B) SPECIFICATION:

STRUCTURE

Earthquake resistant RCC structure.
FLY ASH BRICKS internal and external walls,

PLASTER

Gypsum coat internally and Sand face externally.

FLOORING

2’ x 2’ vitrified flooring with skirting.
1’ x 1’ antiskid tiles in toilet and terrace.

DOORS

laminated flush doors.

WINDOWS

3 track powder coated aluminum sliding windows with mosquito mesh and MS safety grill.

ELECTRIFICATIONS

Concealed copper wiring.

Electrical switches of standard make.

PAINT

Oil bound Distemper in entire flat internally

Semi Acrylic paint to external walls.

(II) COMMON AREAS AND FACILITIES

1. The lands and the open space described in the First Schedule above.
2. RCC framed sub structure & super structure and main outer walls of the buildings.
3. Staircase passages, floor & entrance lobbies and lifts in the building.
4. Common drainage, water and electrical lines. Transformers & transformer room, Generator/s.
5. Common ground water storage tanks and overhead water reservoirs with pumping system etc.
6. Compound walls, fencing and gates.
7. Club house, garden equipment.

(III) LIMITED COMMON AREAS AND FACILITIES

1. Partition walls between the two units shall be limited common properties of the said two units.
2. Covered parking and basement and portions thereof will be allotted to specific unit purchaser/s by the Promoter, Builder and the Developer as per their discretion or retained by the Promoter, Builder and the Developer.
3. Terraces adjacent to the terrace flats and above the wing shall exclusively belong to such respective flats if so specifically allotted by the Promoter.
4. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.
5. Parking spaces under stilts of the building and parking spaces in open land shall be allotted to specific flat purchasers by the Promoter, Builder and the Developer as per their discretion or may be retained by the Promoter.
6. Passages and toilets/W.C.s which are not the part of specified units may be exclusively allotted to those units who have access through such passages or adjacent to such toilets/W.C.s for their exclusive or limited common use only as per the discretion and option of Promoter.

(IV) RESTRICTED AREAS

Parking places and terrace shall be restricted facility for those tenement purchasers who pay separate charges for defined parking lot / terrace space as may be determined.

ANNEXURE – B

(Floor Plan of the Apartments)

ANNEXURE – C

(Search & Title Report)

ANNEXURE – D

(Authenticated copies of 7/12 extracts)

ANNEXURE – E

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - F

(Authenticated copies of commencement certificate)

ANNEXURE - G

(Authenticated copies of N.A order)

ANNEXURE - H

(Execution power of attorney)