

ARTICLES OF AGREEMENT

These **ARTICLES OF AGREEMENT** made and executed at Pune this ____ day of _____ 2014,

BETWEEN

I. **BRAMHACORP LIMITED**, (formerly being a partnership firm registered under provisions of Indian Partnership Act, 1932 were known as 'M/s. BRAMHA BUILDERS', and subsequently as 'M/s. BRAMHACORP INFRASTRUCTURES' and thereafter, being a company formed and registered under provisions of Chapter / Part IX of Companies Act, 1956 were known as 'BRAMHACORP INFRASTRUCTURES PRIVATE LIMITED' and subsequently as 'BRAMHACORP PRIVATE LIMITED') a Public Limited Company incorporated and registered under the provisions of the Companies Act, 1956, having its registered office at 3, Queen's Garden Road, Pune 411001, PAN - AAFCB0273N, represented through its duly authorized (1) Director, MR. AJAY RAMKUMAR AGRAWAL , Age : Adult, Occupation : Business, or (2) Director, MR. KARAN VINODKUMAR AGRAWAL, Age : Adult, Occupation : Business, or (3) Director, MR. DINESH MAHENDRAKUMAR AGARWAL, Age : Adult, Occupation : Business, or (4) its Authorized Signatory, MR. VINODKUMAR BRAMHADATTA AGRAWAL, Age : Adult, Occupation : Business, and hereinafter referred to as the "PROMOTERS / DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said Company, it's successors in title, its receivers, assigns, executors, official liquidators, or the Company or Companies in which the said Company may be merged or amalgamated)

... PROMOTERS / DEVELOPERS

II. **M/s. BAJAJ ELECTRICALS LIMITED**, a limited company registered under the Companies Act, 1913, and deemed to be incorporated under the Companies Act, 1956, and having its office at 45/47, Veer Nariman Road, Mumbai 400023 and hereinafter referred to as the "OWNERS" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said Company, it's successors in title, its receivers, assigns, executors, official liquidators, or the Company or Companies in which the said Company may be merged or amalgamated) represented through their duly constituted attorney MR. VINODKUMAR B. AGARWAL, Age : Adult, occupation : Business, or MR. VINODKUMAR B. AGARWAL, Age : Adult, occupation : Business, represented through his constituted attorney MR. KARAN VINODKUMAR AGRAWAL, Age : Adult, occupation : Business, having address at 3 Queen's Garden Road, Camp, Pune 411001.

... OWNERS ... PARTY OF THE ONE PART

AND

1.MR. RAVI V.PUNJABI

Age : **46** Years, Occupation : **BUSINESS**

2.MRS. SANGEETA PUNJABI

Age : **44** Years, Occupation : **HOUSEWIFE**

residing at **37, PREM COURT, PEDDER ROAD, MUMBAI - 400 026.** PAN NO. **1.AOFPP6159J**
2. **AOFPP6162B** and hereinafter referred to as the "**PURCHASER/S**" (Which expression shall unless it be repugnant to the context or meaning thereof, in case of individual/s, shall mean and include the Purchaser/s alone and not nominee/s / assigns till complete fulfillment of the agreement, but in case of death of the Purchaser/s, the said expression shall mean and include his/her/their legal heirs, executors, administrators and permitted assigns / in case of Partnership Firm, shall mean and include all the Partners of the firm and their heirs, legal representatives, administrators, executors and successors / in case of Private or Public Limited Company, shall mean and include

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the said Company, its successors, its receivers, official liquidators, or the Company or Companies in which the said Company may be merged or amalgamated)

... **PARTY OF THE OTHER PART**

WHEREAS the owners above named are the lawful owners of the properties bearing:

Survey Numbers	Hissa Numbers	Area (mentioned in Hectare - Aar)
7	1	01 - 63
7	2	00 - 90
7	3	07 - 40
7	4	01 - 44
7	5	02 - 42
8	1/1/2	03 - 42
38A	1B/1	03 - 74.8
38A	1A	00 - 30
38B		00 - 9.24
3	2	00 - 58

totally admeasuring 21 Hectares 93.04 Ares, all situated at village Wadgaon Sheri, within the new extended limits of Pune Municipal Corporation, Taluka Haveli, District Pune hereinafter referred to as the "**said entire property**" and more particularly described in the Schedule I, written hereunder. **AND WHEREAS** the developers have acquired the lawful Development Rights of the said properties from the Owners above named, vide separate agreements and ancillary writings, duly registered at the office of the Sub-Registrar of Haveli No. 7, Pune, as mentioned below:

Date of Agreement	Area of Agreement (mentioned in Hectare - Aar)	Registration Number of Development Agreement	Registration Number of Power of attorney
30/06/2003	10 - 52.5	2073	2200
05/04/2004	02 - 62	1395	1396
20/11/2004	02 - 62	5105	5106
28/06/2005	05 - 28.5	5471	5472
17/11/2006	00 - 30	9038	9039 & 9040
Articles of 'Association of Person' dated 26/09/2008 for the landed properties admeasuring 00 Hectare 58 Aar from Survey No. 3/2.			
Acknowledgement and Consent Deed dated 16/01/2009, registered in the office of Sub-registrar Haveli No. 11, Pune at Serial No. 421/2009.			

AND WHEREAS all the Agreements, Deeds and Power of Attorneys mentioned in Annexure were duly executed and registered by the above mentioned trust in favour of the Promoters, then named and styled as 'M/s. BRAMHA BUILDERS' a partnership firm registered under the provisions of Indian Partnership Act, 1932. The true extract of the records issued by the office of Assistant Registrar of Firms, Pune, testifies that the name of the partnership firm was changed from 'M/s. BRAMHA BUILDERS' to 'M/s. BRAMHACORP INFRASTRUCTURES' with effect from 27/05/2011.

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Lately, the partnership firm viz. 'M/s. BRAMHACORP INFRASTRUCTURES' was converted and registered into a Private Limited Company and named as 'BRAMHACORP INFRASTRUCTURES PRIVATE LIMITED'; incorporated under Part IX provisions of the Companies Act, 1956, as manifested by the certificate of incorporation dated 27/03/2012, issued by Registrar of Companies, Maharashtra, Pune. As such, the change from partnership firm named 'M/s. BRAMHA BUILDERS', subsequently to 'M/s. BRAMHACORP INFRASTRUCTURES' and to a Private Limited Company incorporated under Part IX provisions of the Companies Act, 1956, named 'BRAMHACORP INFRASTRUCTURES PRIVATE LIMITED' be kindly noted. By an Order dated 05/07/2013 of the Hon'ble High Court, Bombay, in Company Scheme Petition No. 274 of 2013 and Company Scheme Petition No. 275 of 2013, a group company namely BramhaCorp Hotels & Resorts Limited got merged in BramhaCorp Infrastructures Private Limited. Subsequently vide incorporation certificate dated 04/09/2013, the name of 'BRAMHACORP INFRASTRUCTURES PRIVATE LIMITED' changed to 'BRAMHACORP PRIVATE LIMITED'. In addition to this, vide incorporation certificate dated 29/10/2013, the name of 'BRAMHACORP PRIVATE LIMITED' changed to 'BRAMHACORP LIMITED'. In the narration infra, the firm is referred to as said 'M/s. BRAMHA BUILDERS', subsequently as 'M/s. BRAMHACORP INFRASTRUCTURES' and said 'BRAMHACORP LIMITED' as it existed at the relevant point of time and as referred in the context of the documents concerned.

AND WHEREAS after acquiring the Development rights of the said properties, the Promoters have proposed to construct over the said property new multistoried building/s of residential and/or commercial nature comprising of basement / ground and various upper floors (hereinafter referred to as the said buildings) comprising of residential/commercial units.

AND WHEREAS accordingly, they have got the initial Building layout sanctioned on 29/04/2013 bearing commencement certificate no. CC/0274/13 for their proposed separate and independent project over the part of the said properties. The developers have got the Non-Agriculture Use Permission for the said properties from the Honorable Collector, Pune, by order bearing No. PRH/NA/SR/444/2005, dated 14/02/2006.

AND WHEREAS due to change in building control rules and bye-laws whereby additional potential FAR/FSI is available and the Promoters have accordingly prepared and submitted revised plan/s to encompass such additional potential to be duly utilized in the project.

AND WHEREAS The Promoters have intimated the Purchaser/s that the revised building plan/s in respect of the said project so submitted are provisionally approved by the Municipal Authorities and subject to the payment of the applicable development & other charges as per the invoice/challan raised/issued by the Municipal Authorities the formal sanction to the said plan/s will thereupon be issued. The Purchaser/s whose unit/s proposed to be purchased by them are in the buildings covered under such revised building plan/s has/have accepted this status and requested the Promoters to duly execute these presents.

AND WHEREAS the Promoters have got approved from the competent concerned local authority the plans and specifications elevations, sections and details of the said building/s. By virtue of the aforesaid Development Agreements and Power of Attorneys and related deeds and documents, the Promoter alone has the sole and exclusive right to develop, construct building/s and allot/sell units in the said building to be constructed or being constructed on the said Land

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and to enter into agreement/s with the Purchaser/s of the Units and to receive the sale price thereof. The Promoter thereafter prepared a layout plan which was approved and sanctioned by the P.M.C. Thus, under the valid sanctions, the promoter has all rights to construct the sanctioned buildings for the proposed project over the part of the said entire properties. The promoters under the valid building permissions have launched a project known as '**F RESIDENCES**'. The said project comprises an earmarked portion of land along with sanctioned FSI and number of Floors each, as shown in the FSI Statement of the sanctions building plans of the said project. This earmarked portion from the said entire property, along with sanctioned buildings [as well as the rights to use and utilize the owned and entitled FSI to the tune of 15,00,000 Sq. Fts., along with rights to use the benefits of additional construction over the said FSI by way of TDR (Regular and Slum), FAR, Floating FSI / FAR, Paid TDR, Paid FSI, Amenity Space FSI, Road Widening FSI / TDR, Internal Road FSI/ FAR], having separate amenities and specifications, along with separate entrance is referred as 'Project' in this Agreement. The details of FSI consumed is well mentioned over the sanctioned building plan and remaining FSI along with rights to use maximum permissible TDR are exclusively retained by the Developers for next phases or development of layout by amalgamating adjacent lands, as may be permissible by Development Authority under Pune Municipal Corporation or any such competent authority. Under prevailing Development Rules, the developers have got the lawful rights to construct buildings, in their project till maximum height permissible, in each building and the same may be proposed by them for their remaining buildings. The flats designed in the sanctioned building plans are having only FSI of limited area, as allotted to every flat and shall not carry any additional future FSI, till said buildings, along with proportionate land gets transferred to society / association of apartment holders / company. It is informed by the developers that a plot admeasuring 20,000 Sq. Fts. along with allotted FSI is retained by the developers and which is a corner piece, situated at North-West corner of the said project. This plot along with proposed building over the same shall not be the part of the project and the same plot will be developed as separate project by the developers by using required FSI / FAR / TDR over the said plot. The developers have lawful right to allot and use the required and permitted quantity of FSI / FAR / TDR over the said plot and developers have lawful right to get revised sanctions for use of entire FSI / FAR / TDR over the said plot.

AND WHEREAS the Promoters above named commenced development of a portion of the said property and have already carried out construction and implemented a part of scheme and have now commenced construction and development on a portion of the said property consisting of land demarcated out of the said properties. The initial project over the said part properties, was totally different from the said project and the same have no nexus. The project land for this Agreement is hereinafter referred to as the "**said property**" and more particularly described in the Schedule II, written hereunder of a scheme named and styled as "**F RESIDENCES**".

AND WHEREAS while sanctioning the said plans the concerned local authority and/or government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said property and the said buildings and upon due observance and performance of which only the completion and occupation certificate in respect of the said buildings shall be granted by the concerned local authority, as per their rules, working time schedule and procedure. The Promoters has accordingly commenced the construction of the said buildings in accordance with the sanctioned building plans.

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AND WHEREAS the Promoters have entered into a Standard Agreement with an Architect of repute, registered with the Council of Architects and such agreement described by the Council of Architects, wherein the Promoters have appointed a structural engineer for the preparation of the structural design and drawings of the buildings and Promoters accept the professional supervision of the Architects and the structural engineer till the final completion of the buildings, proposed for the project.

AND WHEREAS the Purchaser/s demanded from the Promoters and the Promoters have given inspection to the Purchaser/s of all the documents of title relating to the said property, the said orders, the agreements, power of attorneys and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as the "said act") and the rules made thereunder. As per provisions made under said act, the developer has made full and true discloser of the nature of their lawful rights to the said entire properties on which the said project is to be developed and the various flats to be constructed / said flat / unit is to be constructed. A copy of title certificate issued by Advocate of the Promoter is annexed herein with and which is duly verified by the purchaser/s through their own legal consultants / Advocate, and it is upto their full satisfaction. The earmarked portion of the land on which this 'F Residences' is to be constructed is unencumbered and having clean, clear and undisputed title. The promoters made it clear to the intended flat purchaser/s that, as a part of their development of the said project, for construction purpose they may require availing a project loan facility by creating charge over the earmarked portion of land of said project and proposed buildings. Though such charge or encumbrance is created, the promoters before entering in flat agreement shall procure a 'No Objection Certificate' to remove charge, from such bank, to unencumber the respective flat / unit. It is made aware by the developers to the flat / unit purchaser that, they have given right of way to SATISH GAJANAN MULIK and DNYANESHWAR NARAYAN MULIK, from one road of the layout under a registered arrangements dated 10/09/2009 and 11/09/2009, which are registered in the office of Sub-Registrar Haveli No. VIII, Pune at serial no. 6666/2009 and 6669/2009. That right of way is limited for using the Easementary Rights of specified internal road of layout and that right is of perpetual nature for limited persons, as enumerated in the above mentioned agreements / writings. The abovementioned right of way shall remain binding on the association / society of Flat Purchasers of entire layout over the said properties and which is well acknowledged by the purchasers. It is made very much clear by the developers to the flat purchasers that, above mentioned agreement and arrangement with MULIK Family is nowhere or in any case, is not affecting the title or ownership of the said flat agreed to be sold to the flat purchaser. At any stage during the implementation of the scheme the Promoters shall be at liberty to sell, assign or transfer or mortgage or otherwise deal with its title and interest in the said property and buildings to be constructed thereon, without affecting or encumbering the rights granted in favour of the Purchaser/s in respect of the said Unit, agreed to be purchased by him / her / them, as per the terms of this Agreement. Purchaser/s has hereby given his/her/their irrevocable written consent therefor, without any reservations.

AND WHEREAS the copies of Certificate of Title issued by the Attorney at Law or Advocate of the Promoters (Annexure 'A'), copies of property card showing the nature of the title / rights of the Promoters to the said property on which the units are to be constructed / constructed of such

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specifications (Annexure 'B') and floor plan of the unit/s agreed to be purchased by the Purchaser/s approved by the concerned local authority have been annexed hereto (Annexure 'C') respectively.

AND WHEREAS the Purchaser/s applied to the Promoters for allotment exclusively to the Purchaser/s **FLAT NO. 1506** to be situated on the **FIFTEENTH FLOOR** in **TOWER NO. 7** of '**F RESIDENCES**', situated at the said property mentioned in the schedule II, written herein below and hereinafter referred to as the " Flat / Unit". The description of the said unit is mentioned in the Property Schedule No. III, written herein below and marked on the floor plan of the building, as shown in Annexure 'C'.

AND WHEREAS after confirming the purchase of the said unit, the flat purchaser herein, prior to the execution of these presents has/have advanced a booking amount to the Promoters the sum of **RS.14,89,975/- (RUPEES FOURTEEN LAKHS EIGHTY NINE THOUSAND NINE HUNDRED SEVENTY FIVE ONLY.)** The promoters have agreed to adjust the said deposit being part payment of the sale price of the said unit/s, agreed to be sold by the Promoters to the Purchaser/s (the receipt and payment whereof the Promoters, hereby admit and acknowledge). The said deposited amount never exceeded 20 % of the total sale price of the unit/s agreed to be sold to the Purchaser/s, and the Purchaser/s has/have agreed to pay to the Promoters balance of the sale price in the manner hereinafter appearing.

AND WHEREAS as per section 4 of the Maharashtra Ownership Flats Act, 1963, the promoter is required to execute a written agreement for sale of said flat in favor of the flat purchaser, being in fact these presents and also to register this agreement, under registration act, within four months.

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

1. This Agreement is made, entered and executed under provisions of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (herein referred to as 'said act') and Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964 (herein referred to as 'said rule'). All provisions of the said act and said rules shall govern this agreement for all meanings and interpretations. The terms and words mentioned or defined in this agreement shall have same meanings as defined in said act and said rules. In addition to this the said agreement is also governed by the provisions made under Maharashtra Apartment Ownership Act, 1970.

The Promoters, at their discretion shall construct the said buildings (till the 82 meters Height of each Building) consisting of basement/s, ground / parking and upper floors over the said property in accordance with the plans, designs, specifications approved by the concerned local authority from time to time, with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them and which have been seen and approved by the Purchaser/s. Provided that the Promoters shall have to obtain prior consent in writing of the Purchaser/s in respect of such variations or modifications, which may adversely affect the unit/s of the Purchaser/s. It is made explicitly clear by the purchasers that he/she/they has/have given his/her/their consent in

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this agreement for all the building plan revisions and modifications, which developers are required to do for betterment and future planning of the said project. It is assured by the promoters, that in such revisions, the location and area of the said flat/unit shall not get affected, alters or changed and therefore flat purchaser has given his/her/their consent in this Agreement.

2. The Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser/s **FLAT NO. 1506** in **TOWER NO. 7** situated on **FIFTEENTH FLOOR** of **CARPET AREA** admeasuring **593.59 Sq. ft.** along with adjacent terrace attached to said flat, of **CARPET AREA** admeasuring **115.17 Sq. ft.** and as shown in the floor plan annexed and marked 'Annexure C' for the agreed lump-sum consideration of **RS.68,56,040/- (RUPEES SIXTY EIGHT LAKHS FIFTY SIX THOUSAND FORTY ONLY)**. The said agreed flat consideration includes amounts for the proportionate price of the common areas of the building in which said flat is located, common amenities and facilities appurtenant to the said Unit, but does not include the cost of the restricted and extra amenities, periodically / monthly payable services and facilities, that may be provided over and above the normal standard amenities and additional facilities appurtenant to the said Unit. The developers have also, without taking any consideration agreed to allot a **COVERED PARKING SPACE NO. SP- 150** at **BASEMENT LEVEL** to the flat purchasers, which is to be used and utilized by the flat purchaser along with the said flat agreed to be sold (which parking space/s is/are subject to ratification/confirmation by the ultimate body constituted of the unit Purchasers in the complex/scheme). The above mentioned total consideration is excluding all expenses separately mentioned herein below and expenses for stamp duty and registration fees, service tax, VAT, LBT etc. shall be paid by the Purchaser/s separately, whenever demanded by the Promoters or by the concerned authorities, in presence or anytime in future. The nature, extent and description of the common areas and facilities are more particularly described in the **ANNEXURE 'D'**. The Purchaser/s accepted that the agreed consideration is demanded by the promoter on the basis of carpet area. If after completion of the construction work, carpet area of the said Unit, hereby agreed to be sold is found more or less by difference of 3 % of the above mentioned agreed carpet area, then it shall not be a reason, for either party, for increasing the consideration amount or refunding the consideration amount, in that proportion. But however if differential area augments or diminishes by more than 3 % of the above mentioned agreed carpet area, then parties shall pay to each other (as the case may be) consideration / refund for such entire additional or reduction in area as agreed herein.

2.1. The Purchaser/s have advanced an amount of **RS.14,89,975/- (RUPEES FOURTEEN LAKHS EIGHTY NINE THOUSAND NINE HUNDRED SEVENTY FIVE ONLY.)**

Cheque No.	Cheque Date	Bank Name	AMOUNT
TRANSFER	01/11/2014	DIRECT 1001030414435418	RS. 14,89,975.00
		TOTAL	RS. 14,89,975.00

The same amount is been adjusted as a part consideration for the said unit / flat. The Flat Purchaser hereby agrees to pay the Promoters the balance amount of Purchase price of **RS.53,66,065/- (RUPEES FIFTY THREE LAKHS SIXTY SIX THOUSAND SIXTY FIVE ONLY)**, to be paid to the Promoters in strict terms of this Agreement in the following manner :

Purchaser/s	Promoters
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1)	Rs. 1,34,151=00	Payment in the Month of December 2014
2)	Rs. 1,34,151=00	Payment in the Month of January 2015
3)	Rs. 1,34,151=00	Payment in the Month of February 2015
4)	Rs. 1,34,151=00	Payment in the Month of March 2015
5)	Rs. 1,34,151=00	Payment in the Month of April 2015
6)	Rs. 1,34,151=00	Payment in the Month of May 2015
7)	Rs. 1,34,151=00	Payment in the Month of June 2015
8)	Rs. 1,34,151=00	Payment in the Month of July 2015
9)	Rs. 1,34,151=00	Payment in the Month of August 2015
10)	Rs. 1,34,151=00	Payment in the Month of September 2015
11)	Rs. 1,34,151=00	Payment in the Month of October 2015
12)	Rs. 1,34,151=00	Payment in the Month of November 2015
13)	Rs. 1,34,151=00	Payment in the Month of December 2015
14)	Rs. 1,34,151=00	Payment in the Month of January 2016
15)	Rs. 1,34,151=00	Payment in the Month of February 2016
16)	Rs. 1,34,152=00	Payment in the Month of March 2016
17)	Rs. 1,34,152=00	Payment in the Month of April 2016
18)	Rs. 1,34,152=00	Payment in the Month of May 2016
19)	Rs. 1,34,152=00	Payment in the Month of June 2016
20)	Rs. 1,34,152=00	Payment in the Month of July 2016
21)	Rs. 1,34,152=00	Payment in the Month of August 2016
22)	Rs. 1,34,152=00	Payment in the Month of September 2016
23)	Rs. 1,34,152=00	Payment in the Month of October 2016
24)	Rs. 1,34,152=00	Payment in the Month of November 2016
25)	Rs. 1,34,152=00	Payment in the Month of December 2016
26)	Rs. 1,34,152=00	Payment in the Month of January 2017
27)	Rs. 1,34,152=00	Payment in the Month of February 2017
28)	Rs. 1,34,152=00	Payment in the Month of March 2017
29)	Rs. 1,34,152=00	Payment in the Month of April 2017
30)	Rs. 1,34,152=00	Payment in the Month of May 2017
31)	Rs. 1,34,152=00	Payment in the Month of June 2017
32)	Rs. 1,34,152=00	Payment in the Month of July 2017
33)	Rs. 1,34,152=00	Payment in the Month of August 2017
34)	Rs. 1,34,152=00	Payment in the Month of September 2017
35)	Rs. 1,34,152=00	Payment in the Month of October 2017
36)	Rs. 1,34,152=00	Payment in the Month of November 2017
37)	Rs. 1,34,152=00	Payment in the Month of December 2017
38)	Rs. 1,34,152=00	Payment in the Month of January 2018
39)	Rs. 1,34,152=00	Payment in the Month of February 2018
40)	Rs. 1,34,152=00	Payment in the Month of March 2018

Stamp duty, Registration charges, Local Body Tax and miscellaneous expenses for this Agreement along with present and future applicable taxes, fines, charges and surcharges, if any, as may be applicable and payable at the time of execution of these presents and in future after execution of this agreement, shall be exclusively borne / paid by the Purchaser/s, on their own, without any delay.

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2.2. 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 mentioned stages / installments and that the Promoters shall be completely at liberty to choose the chronology of the respective stages of the construction. The Promoters is also entitled to merge or consolidate two or more installments in its discretion by simultaneously executing the contemplated work in the said installment. It is hereby agreed that the **time for payment as specified above is the essence of this contract** and upon any failure of the Purchaser/s to pay the same on due dates, it shall be deemed that the Purchaser/s has committed breach of this agreement and the Promoters shall be entitled to take such action/s, as is entitled to take in case of breach of the agreement, as agreed between the parties in this Agreement. The Promoter shall have a first charge / lien on the said Unit to the extent of all amounts receivable by the Promoter from the Purchaser/s under the terms hereof. In case the Purchaser/s obtain/s loan from any bank/financial institution, it shall be the sole responsibility of the Purchaser/s to ensure that the bank/financial institution makes the payment of each installment in full. In case of any shortfall the Purchaser/s agree/s pay the deficit amount on his/her/their own.

2.3 Provided that any deduction of an amount made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Developers under this Agreement shall be acknowledged / credited by the Developer, only upon purchaser/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. Provided further that at the time of handing over the possession of the unit, if any such certificate is not produced, the purchaser shall pay equivalent amount as interest free deposit with the Developer, which deposit shall refunded by the Developer on the purchaser producing such certificate within 4 months of the possession. Provided further that in case the purchaser/s fails to produce such certificate within the stipulated period of the 4 months, the Developer shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

3. In addition to the agreed consideration and other charges mentioned hereinabove, the SERVICE TAX, VAT, GST, LBT or any such direct or indirect tax, present or future, payable to the Central Government / State Government / Local Authority or any other Government / Semi Government Authority or any additional taxes, charges, levies as and when levied on the sale of said Unit, or on the promoter, arising out of this transaction, shall be borne and paid by the Purchaser/s alone, without making Promoters anyway liable or responsible for the same. The above additional taxes, charges, levies or any other charges / amounts, as and when levied on the sale of this Unit, shall be borne and paid by the Purchaser/s alone. The above additional taxes, charges, levies shall be payable by the Purchaser/s to the Promoters, as and when payable to the concerned department or prior to the Promoters placing the Purchaser/s in possession of the said Unit. It is hereby specifically agreed by the parties hereto that the liability of the Purchaser/s to pay the above SERVICE TAX, VAT, GST, LBT or any such other direct / indirect taxes, shall remain in force even after the Promoter/s have handed over the possession of the said Unit to the Purchaser/s and at no point of time the Promoters shall be liable to bear or pay the same in any manner whatsoever. Moreover the Purchaser/s hereby agrees that, any amount by way of premium to the concerned government authority or to the State and/or Central Govt. or betterment charges or service tax or development tax or educational cess or Value Added Tax (VAT) and Local Body Tax (LBT) or any

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other tax or payment of a similar nature becoming payable either before or after delivery of possession of the said Unit, the same shall be paid in advance to the Promoters, as and when charged and demanded by the Promoters. It is acknowledged by the purchaser that, delay in payment of such direct or indirect taxes by purchaser, imposed by the concerned local / government authority, may cause developers to pay fines and interest thereon. So, to avoid the unnecessary burden on the developers, it is assured by the purchaser that, if Purchaser/s fails to pay the said amounts within seven days, from demand, then Purchaser/s shall be liable to pay interest thereon at the rate of 24 % per annum calculated at quarterly rest, until actual payment of all such amounts. Also in the said event there shall be charge of the amount due on the said Unit and income there from and until payment of said dues, Purchaser/s shall not be entitled to assign, sell or transfer the said Unit in any manner. The Purchaser/s shall keep the Promoters indemnified from all such liabilities, responsibilities and payments, forever.

4. The Purchaser shall make payment to the Promoters by Demand Draft or Local Cheques. If the Purchaser makes the payment by outstation cheques, then the date of payment shall be treated as and when the amount is duly credited to the account of the Promoters and to the extent the amount as is left for the credit after deduction of the commission/service charges of the bank, if any.

5. Without prejudice to the rights of the Promoters under Clause 6 of this Agreement, the Purchaser/s agrees to pay to the Promoters interest at the rate of 24 % per annum with quarterly rests, on all the amounts which become due and payable by the Purchaser/s to the Promoters under the terms of this agreement, from the date the said amount becomes payable by the Purchaser/s to the Promoters, till the actual date of payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoters under this Agreement nor shall it be construed as condonation of the delay by the Promoters. The amount of interest shall be informed to the Purchaser/s on completion of the said Unit. The amount of interest shall be calculated at the time of possession of the said Unit and the Purchaser/s has agreed to pay the same before receiving the possession of the said Unit. The purchaser shall not be entitled to claim or demand possession, without paying said amount/s along with applicable interest if any thereon entirely. If any amounts found to be unpaid / balance, then the Promoters has absolute right to demand the same from the Purchasers, after handing over the possession of the said unit to Purchasers. Such unpaid / balance amounts shall be considered as lien over the said flat, till flat purchaser pays the same.

6. On the Purchaser/s committing default in payment on the due date, of the amount due and payable by the Purchaser/s to the Promoters under this Agreement (including his / her / their proportionate share of the direct / indirect taxes levied by concerned local authority and other outgoing) and on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled at its own option to terminate this Agreement.

6.1. Provided always that the power of termination hereinbefore contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser/s, a 15 days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches, within a

period of 15 days after the giving of such notice. Failure of purchaser/s remedying the breaches, can give promoter a specific right to terminate this agreement.

6.2. After final termination of this agreement by the Promoter, the Purchaser/s agrees for execution and registration of cancellation deed, within 07 days of such termination. If the said deed of cancellation is not executed and registered by the Purchaser/s, within such 07 days, in favour of the promoters, the purchaser/s has/have given unconditional written authority / right to the promoters to execute and register the deed of cancellation from its own side by executing and registering the deed of declaration and same will be binding on the Purchaser/s. If the Promoters do not execute the deed of cancellation even then this agreement will deemed to be cancelled with consent of the Purchaser/s. Purchaser/s will have right only on remaining amount after deducting the amount as per the terms of the agreement from the amount paid by them. Except this amount Purchaser/s will have no right on the said Unit nor will claim any right on the same in the future also and Purchaser/s herewith agrees for the same and the Promoters/Owners shall be at liberty to dispose off and sell the unit/s to such person and at such price as the Promoters/Owners may in their absolute discretion think fit. It is clarified and agreed by the Purchaser/s that in such eventuality if the refundable amount is forwarded by the Promoters/Owners to the Purchaser/s under recorded delivery/post the same shall amount to due discharge of the obligation of the Promoters/Owners.

6.3. If the Purchaser/s avails loan from any Bank, financial company etc., then in case of termination/ cancellation of the said Unit by Promoters, the consent from the said Bank, financial company etc., for resale of the said Unit will not be required, subject to that the loan amount which has been disbursed from the Bank, financial company etc., to the Promoters, shall be paid by the Promoters without any interest or penalty thereon, to such Bank, financial company etc., directly after receiving the sale amount from the new Purchaser/s after deducting the amount as mentioned in the agreement towards loss, damage, administration charges, interest on delayed payment etc. (approximately 10 % of the sale amount).

6.4. The Purchaser/s shall make aware of this clause to the Bank, financial company etc., by separate letter, on his own responsibility. However the Promoters shall not be liable to repay the amount received unless and until the Purchaser/s confirm the termination by execution and registration of a Deed of Confirmation of termination.

6.5. Provided further that upon termination of this Agreement as aforesaid, the Promoters shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon termination of this Agreement, the Promoter/s, shall be at liberty to dispose of and sell the said Unit to such person and at such price as the Promoters may in its absolute discretion think fit. The Purchaser/s has acknowledged this right of promoter and agreed to the same.

7. In case of breach of the terms of the Agreement on the part of the Purchaser/s, the Promoters shall suffer loss or damages arising from or as a result of the breach, consequently the Promoter/s shall be entitled to the said damages and in case of termination of the Agreement by the Promoters due to the breach committed by the Purchaser/s, the Promoters shall be entitled to get Ten percent of the total agreed consideration, towards administration charges, damages etc., itself reimbursed

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from the amount repayable to the Purchaser. The Purchaser understood the clear meaning of this clause and agrees for the same.

8. The Promoters at its option, discretion and choice, without terminating the agreement, shall be entitled for specific performance thereof and to recover the amount due with interest thereon and in addition the Promoters shall also be entitled to damages and losses suffered because of the delay in payment of the balance consideration, by the flat purchaser/s or his/her/their legal heirs. In the event of Promoters opting, not to terminate the agreement, then Promoters shall not be liable to refund the amount. Also the Promoters may exercise the option either to terminate or not to terminate the agreement at any time, after default and especially when the Promoters receives concrete offer for re-sale of the said Unit, so that after termination, Promoters will be able to execute the Agreement with the new Purchaser/s, and refund the amount to the Purchaser/s after deduction of amount as mentioned above and amount of reduction in price and after receipt of the payment from the new Purchaser/s. The Purchaser/s is aware that depending upon various promises and assurances given by the Purchaser/s, the Promoters has incurred and shall incur the expenditure and will make commitments to third parties and therefore in the event of cancellation of the Agreement by the Purchaser/s for any reason whatsoever, the Promoters in addition and without prejudice to other remedies and rights and towards reimbursement and damages, shall suffer great loss and hardship and work may be affected. Therefore, in the event of this Agreement being terminated by the Purchaser/s for any reason whatsoever, the Promoters shall be entitled to retain, withhold and forfeit a minimum amount of Ten percent of the total agreed consideration from and out of the amount so far until then paid by the Purchaser/s to the Promoters and the Promoters shall be liable to repay only the balance amount (if any) from the amount received by the Promoters on resale of the said Unit. In this case reduction of price of the said Unit will be considered as damage / loss of the Promoters in addition to other loss and expenses.

9. The Purchaser/s has/have agreed to acquire the said unit together with the right to use and occupy the open space/terrace/garden/club house/swimming pool/common amenities, as also car parking space (either and/or any in case applicable by Agreement only and not otherwise) on what is known as "OWNERSHIP BASIS".

9.1. The consideration for the aforesaid common areas of the building in which said flat is located, common amenities and facilities appurtenant to the said Unit, are included in the consideration payable in respect of the said unit/s, as mentioned herein above, by the Purchaser/s to the Promoters under this Agreement. The Purchaser/s shall be entitled to exclusively possess, use, occupy and enjoy the said garden/terrace/open space and/or car parking space, if any, in the same way as the said unit/s and the Purchaser/s shall also be entitled to make use of the said open space/garden/terrace and/or car parking space, if any, in any manner permissible under the rules and regulations of the concerned local authority.

9.2. This Agreement is on the express condition that certain unit comprised in the said building to be constructed on the said property have or are being sold subject to the mutual rights of such other Purchaser/s with regard to his / her / their respective allotted car parking space/terrace/garden/ swimming pool/ limited amenities (either and/or any in case applicable by Agreement only and not otherwise) as aforesaid and that the user of each of such unit/s and the rights in relation thereto of each Purchaser/s shall be subject to all the rights of the other

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Purchaser/s in relation to his/her/ their unit/s. None of the Purchaser/s of the said remaining unit shall have any right whatsoever to and shall not use and/or occupy the car parking space / terrace/garden/ swimming pool/ amenities (either and/or any in case applicable by Agreement only and not otherwise) or any part thereof acquired by any Purchaser/s, as aforesaid nor shall he do or cause to be done anything whereby such Purchaser/s including the Purchaser/s concerned is prevented from using and occupying the said terrace/open space/garden /club house/swimming pool/common amenities as also car parking space (either and/or any in case applicable by Agreement only and not otherwise) as aforesaid or the rights of such Purchaser/s including the Purchaser/s concerned for the same are in any manner affected or prejudiced, correspondingly, the Purchaser/s covenants that he shall exercise his rights consistently with the rights of the other Purchaser/s and shall not do anything whereby the Purchaser/s of the other unit/s are prevented from using or occupying exclusively their unit/s including the car parking space/terrace/garden/club house/swimming pool/common amenities (either and/or any in case applicable by Agreement only and not otherwise) or whereby the rights of the other Purchaser/s with regard to their relevant unit/s including rights over open space / terrace / garden / club house / swimming pool / common amenities as also car parking space (either and/or any in case applicable by Agreement only and not otherwise) as aforesaid are in any manner affected or prejudiced.

10. The Promoters hereby agree to observe, obey, 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 premises to the Purchaser/s, obtain from the concerned local authority occupation and/or completion certificate in respect of the unit/s.

11. The Promoters hereby declare that the Floor Space Index available in respect of the said property is shown on the sanctioned building plan and in addition whereto the Promoters are/will avail of FSI in the form of TDR comprising of road widening FSI and reservation FSI aggregating to 0.6 of the net plot area or as may be permissible / increased FSI due to the subsequent changes in rules by the development authority in future and that no part of the said Floor Space Index has been utilized by the Promoters elsewhere for any purpose. In addition to this, as per need of the promoter and their future planning, the purchaser/s has given his/her/their written consent under this agreement for utilization of the said Floor Space Index elsewhere, and for which the Promoters are not required to take further consent of the Purchaser/s. The residual F.A.R. (F.S.I.) in the plot of the layout, not consumed will be available exclusively to the Promoters at all times, till they gets the last permissible revision of the building plan over the said property. The purchaser/s under this agreement has/have given their written consent for the said building plan revision/s. The Promoters shall also without any let, hindrance or objection on any account from the Purchaser/s/be entitled to avail and utilize anywhere on the said property or any newly amalgamated property or any adjacent property, in/upon the proposed buildings and present or future available F.A.R. / T.D.R. which they may acquire and obtain. This condition being of the essence and shall remain binding on purchaser/s, forever and the consent given under this agreement shall be as per provisions of said act and said rules.

11.1. The Purchaser/s hereby expressly given consent to the Promoters for redesigning the said building/s and the area or area which the said promoters may desire to realign and re-design and

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the Promoters will be entitled to utilise any F.S.I./F.A.R./T.D.R./Paid TDR/ Paid FSI which may be available and/or allowed to be utilised on the said property or any part thereof or any adjoining property or properties as the case may be and till the entire project is completed and the permissible / increased FSI due to the subsequent changes in rules by the development authority in future and F.S.I./T.D.R. available on the said property is fully and duly utilised by the Promoters and the amount or amounts receivable by the Promoters from the Purchasers of the units in the said building is/are duly received by the Promoters and all the obligations required to be carried out by the Purchaser/s herein and the Purchasers of the said units in the building are fulfilled by them. The Promoters shall not be bound and shall not be called upon or required to convey the said building along with proportionate land in favor of Condominium of Apartment Holders, as the case may be, until all the units in the entire Project consisting of this scheme as also the scheme/s developed / being developed on adjacent land by the Promoters above named are sold/transferred and the TDR/FSI entirely consumed and the Purchaser/s agree/s and irrevocably consent not to have any demand or dispute or objection in that behalf. This term is duly accepted, acknowledged and confirmed by the flat purchaser in context with the Rule 9 of Maharashtra Ownership Flat Rules 1964.

11.2. The Purchaser/s also further confirms and agrees that the Promoters also intend to utilise further TDR / Paid TDR / Paid FSI and benefit of F.S.I. available to them over this property for constructing further floor/s and wings or separate buildings adjoining to or connected with the said building/s in accordance with the building plans as may be sanctioned which F.S.I. shall be available to the Promoters absolutely and the Purchaser shall have no claim or dispute in respect thereof. The purchaser/s has/have given his/her/their written consent for the same and further consent in future is not required.

12. The said units are agreed to be sold subject to:

12.1. Any scheme or reservation affecting the said property or any part or parts thereof made or to be made by any Authority concerned including the terms covenants stipulations and conditions contained in the Agreement/s relating to the said property.

12.2. Its present user as commercial and/or other permissible users subject to the following restrictions, which can be curtailed / lifted / removed at the sole and exclusive discretion of the Promoter alone.

12.2.1. That he/she/they shall not make, use, cook consume or vend any alcoholic drinks and/or conduct business of service center and garage in his/her/their respective units.

12.2.2. That he/she/they shall have no objection to the Promoters forming more than one Apartment Condominium / Ultimate Body and/or amalgamate the same with the adjoining project formed by the Promoter and/or their associates and the Purchaser/s shall abide by such decision without demur.

12.3. Any relevant and necessary covenants as may be stipulated by the Promoters for the more beneficial and optimum use and enjoyment of the said property (i.e. the said property together with the building thereon) in general and for the benefit of any class of holders of any unit/s and other

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unit/s as the case may be or any part thereof including the absolute and irrevocable right of the Promoters to exclusively and absolute use and utilise as above enumerated the benefit of any enhanced FSI/FAR or to absorb and consume the TDR rights acquired on any portion/s of the said property.

12.4. All rights of water, drainage, water course, light and other easement and quasi or reputed easements and rights of adjoining land Owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The Promoters shall not be required to show the creation of or define or apportion any burden.

12.5. All the covenants and conditions ensuring for the benefit of the said person/s as contained in the Agreement/s made between them and/or the Promoters, the said Order/s passed under the Ceiling Act, Order of layout and/or sub-division / amalgamation relating to the said property, Order of conversion and all terms and conditions stipulated by the Promoters in respect of the common areas and facilities and amenities to be provided for the benefits of the said property or any part/s thereof.

12.6. For the aforesaid purpose and all purposes of and incidental thereto, and/or for the more beneficial and optimum use and enjoyment of the various portions of the said property and/or any part/s thereof of the Promoters in such manner as may be desired by the Promoters, the Promoters shall be entitled to grant, over, upon or in respect of any portion/s of the said property, all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, water electricity telephone connections and/or installations and other services in the said property and/or any part/s thereof right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the said property and/or any part/s thereof for the more beneficial and optimum use and enjoyment of the same in such manner as may be desired by the Promoters. The Promoters shall, if they so desire, be also at liberty to form and incorporate one ultimate body or separate Ultimate bodies hereinafter referred to in respect of the said property and/or any part/s thereof subject to the same being permissible by the authorities concerned and the Purchaser/s hereby irrevocably consent/s to the same. The term ultimate body shall be accordingly construed wherever such construction is permissible in relation to the said term.

12.7. Notwithstanding anything contained to the contrary herein the parties hereto specifically record and agree that the Development of Housing / Commercial project being implemented by the Promoters on the said entire property is being undertaken in separate portions and phases. The Purchaser/s has/have been specifically informed and has particularly agreed and acceded to the stipulation and condition that it shall be the sole option and prerogative of the Promoters alone to

12.7.1. either promotes the Residential and/or Commercial project jointly and/or severally,

12.7.2. at Promoters sole discretion amalgamate the said portions or keep them as distinct lots and/or further sub-divide and/or amalgamate portions thereof with adjoining lands.

12.7.3. Under either alternate promote one or more (common or several) ultimate bodies comprising of the respective unit purchasers.

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12.7.4. Undertake the promotion of common ultimate body / bodies together with the adjoining land/s which may be acquired by the Promoters and/or its sister concern/s and enjoin the segregation and/or the share of the common amenities uniformly and/or distinguish the use and benefits at the Promoters sole option as per their contractual undertakings

12.7.5. Convey the said property to one ultimate body or to two or more bodies for the portions of the said property and/or alongwith the adjoining land/s.

12.7.6. Contract and permit or restrict the use and enjoyment of the common areas and facilities for any of the units in the other portion or allow common enjoyment of such facilities to the adjoining property unit holders being developed by it or its associate/sister concern.

12.7.7. That the Purchaser of the commercial units (if any) in the complex shall not (unless specifically permitted to the contrary by the Promoters at its sole discretion in writing and which right the Promoters have reserved unto themselves without being liable to assign any reason for refusal) be entitled to use or enjoy the facilities and amenities of club house and/or swimming pool and/or any other common amenities whatsoever.

12.7.8 This Agreement is on the express condition that certain of the unit comprised in the said building to be constructed on the said property have or are being allotted subject to the mutual rights of such Purchaser/s with regard to his open space / attached or top terrace / garden and / or provisionally allocated open / covered car / 2 wheeler parking space as aforesaid (which is subject to ratification by the Ultimate body) and that the user of each of such unit/s and the rights in relation thereto of each Purchaser shall be subject to all the rights of the other Purchaser in relation to his unit/s. None of the Purchaser/s of the said remaining unit shall have any right whatsoever to and shall not use and / or occupy the open space/ terrace / garden and / or provisionally allocated car parking space or any part thereof (which is subject to ratification by the Ultimate body), acquired by any Purchaser/s including the Purchasers concerned, as aforesaid nor should he/she do or cause to be done anything where by such Purchaser including the Purchaser/s, if concerned, is prevented from using and occupying the said terrace / garden / car parking space (which is subject to ratification by the Ultimate body) as aforesaid or the rights of such Purchaser including the Purchaser, if concerned, to the same are in any manner affected or prejudiced, correspondingly, the Purchaser/s covenants that he/she/they shall exercise their rights consistently with the rights of the other Purchaser/s and shall not do anything whereby the Purchaser/s of the other unit/s are prevented from using or occupying exclusively their unit/s including the open space/ terrace / garden and / or provisionally allocated / allotted car parking space or any part thereof (which is subject to ratification by the Ultimate body) or whereby the rights of the other Purchaser/s with regard to his/her/their unit/s including the open space/ terrace / garden and / or provisionally allocated / allotted car parking space or any part thereof (which is subject to ratification by the Ultimate body) as aforesaid are in any manner affected or prejudiced.

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12.7.9 It is clarified between the Promoters and the Purchasers that the title to the common areas shall vest with the ultimate body, it is the necessity and requirement of the flat purchasers that various parking space be distributed / allotted among them to have orderly and disciplined use and to avoid confusion, disputes and differences among them. With this view, the Promoters, on the request of the flat purchasers (and also at the request of the other unit purchaser) herein is keeping a register / record of such allocations / designation / selections of parking to be effected by the flat purchasers from the ultimate body to formed by them. The purchasers acknowledged and ratified that the Promoters have not taken any consideration for such allocation / allotment of parking spaces. It is specifically agreed by the Purchasers that if for any reason it be held that such allocation/ designation of parking/s by the Purchasers of the flats among themselves is not proper then the Flat / unit purchasers (including flat purchaser herein), shall be entitled to use entire parking area in common with others and the flat purchaser herein and shall not be entitled to claim any refund of any amount or for compensation as the consideration price herein agreed is only in respect of the said unit/flat alone.

All the Flat Purchasers in the said scheme (who have till this day booked the flats / units in the said scheme) shall among themselves, for the sake of orderly use and avoidance of disputes in future of their own volition, select car parks among themselves (except allotted parking spaces to various flat purchasers, including purchaser/s herein) and agree that they shall get the said allotments ratified / confirmed from the ultimate body which will be formed by them and the same shall form part of the Deed of Declaration / bye-laws. The Purchasers has/have selected for himself/herself/themselves car park as stated herein and Purchasers confirm that the Promoters have not done the said allotments arbitrarily and has not taken any separate monetary consideration therefor and Promoters have given their consent for the same subject to the terms of this Agreement. The Flat Purchasers further agree that in case of disputes among themselves regarding inter-se allocation and/or selection of the car parks amongst themselves the same shall be referred to the sole arbitration of the Promoters whose decision shall be final and binding on all.

The Promoters have intimated the Purchasers that the project may at the Promoters discretion and in view of certain sanctions in respect of the additional building/s and /or upper floors in each of the building/s being constructed and/or proposed to be constructed will receive sanctions from time to time and thereupon duly implemented accordingly. The Purchaser/s have accorded their specific and irrevocable consent and concurrence thereto and further agree that they shall not interfere or hinder in the said development and shall indemnify and keep harmless the Promoters from and against any loss or damage suffered by the Promoters as a consequence of the Promoters being denied or deprived of such lawful and legitimate rights. The phase wise development of the said project has been made for the convenience of the Promoters/Owners and Purchaser/s. No separate fencing and gate will be allowed for separating any particular phase for whatsoever reason. All purchaser/s in all phases shall have free access to all phase's i.e. entire project.

The Purchaser/s has/have given their express consent hereto and this condition is the essence of the contract.

Purchaser/s

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12.8. It being made expressly clear that the ultimate body's transfer deed/s in respect of the said property viz. the said land and/or any part/s thereof with building thereon shall contain such provisions which shall be accordingly framed and the burden thereof shall run with the land and shall be binding upon all the persons who are the holders of their respective unit/s comprised in the said property as the Promoters may reasonably require for giving effect to and/or enforcing the said restriction covenants and stipulations.

12.9. It is hereby recorded that the consideration factor arrived at between the parties hereto under these presents is suitably priced keeping into consideration the rights and obligations reserved and vested unto each and therefore the Purchaser/s shall have no right or remedy to defer or deny any obligation imposed on him since he has availed of the benefit factor of such obligation by reduction in the consideration hereunder.

13. The Purchaser/s for any delay in any payment under this agreement, agrees to pay to the Promoters, as damages and compensation, the contractual rate of interest at 24 percent per annum, with quarterly rests, on all the amounts, including all sums payable as direct and indirect taxes, levies, charges, fines, in due to change / amendment of any law or provisions, which become due and payable by the Purchaser/s to the Promoters under the terms of this Agreement, from the date said amount is payable by the Purchaser/s to the Promoters. This provision is made in this agreement as per Section 3(3)(i) of the Interest Act, 1978. The rate of interest agreed herein above is contractual rate of interest and which in no case shall change. Accordingly, the flat purchaser has accepted to pay the said interest, for his/her/their failure to pay the amounts on agreed dates.

14. The name of the buildings under construction are and shall always remain as stated above and the name of the Condominium of Apartment Holders formed and the said land hereditaments and premises together with the building or buildings and other structure constructed thereon shall bear the name '**F RESIDENCES**'. It is conveyed by the developers to the flat purchasers that, they have entered in an agreement with F TV for using the brand name for the unique project. The copy of the said agreement is shown to the flat purchaser. The validity for using the same brand has some restrictions, limitations and regulations, as enumerated in the same agreement. It is well acknowledged by the flat purchaser that, in case, due to any situation / circumstances, if F TV ceases the developers / proposed apartment association to use their brand, then developers, can rename the project and for which flat purchaser has given his/her/their consent. The Purchaser/s' Condominium of Apartment Holders as the case may be shall not change, alter or modify the said name without the prior written consent of the Promoters at any time in future. The Purchaser/s shall keep the elevation of the said building or buildings or other structures in which the said premises are situated in the same position only as the Promoters construct and shall not at any time alter the position of the said elevation in any manner whatsoever without the consent in writing of the Promoters. If the Purchaser/s or any other Purchaser/s of the other premises desire/s to put any grills or any windows on other places and/or desires to put Air Conditioners, the same shall be according to the design supplied by the Promoters and in such places or in such manner as may be directed by the Promoters. The intention of promoters behind this is very much reasonable, so that the façade of the buildings and the designs should not get disturbed or degraded.

15.1. In the event of the ultimate body being formed and registered before the sale and disposal of all the units by the Promoters in the said project / building, the power and authority of the society

Purchaser/s

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so formed or of the unit holders and the purchasers of the other units in the buildings shall be subject to the over-all authority and control of the Promoters in respect of any of the matters concerning the said buildings, the construction and completion thereof and all amenities pertaining to the same and in particular the Promoters shall have absolute authority and control as regards the unsold units and other premises and the disposal thereof.

15.2. The Promoters shall be liable to pay only the Municipal Taxes, as actual, in respect of the unsold units and other premises. As the unsold units will remain locked, unused and unoccupied, the promoter for these unsold units shall pay to the ultimate body the token sum of Rs. 11/- (Rupees eleven only) per month towards the non-occupancy charges and other outgoings in respect of the unsold units.

15.3. In case the Deed of Conveyance / Declaration is executed in favour of the Ultimate Body, before the disposal by the Promoters of all the units and other premises in the said buildings, then and in such case the Promoters shall join in as the Promoter / Member in respect of such unsold premises and as and when such premises are sold, to the persons of the choice and at the discretion of the Promoters, (where the realizations belonging to the Promoters alone), the Ultimate body shall admit as members the Purchaser/s of such premises without charging any premium or any other extra payment or charges.

15.4. It shall be the option of the Promoters either to have one Ultimate Body in respect of all or different group of Building/s to be constructed by the Promoters as aforesaid on the said property or on the said layout land and to convey the said property or the said layout land to such ultimate body or to have separate Apartment Condominiums, in respect of the different buildings / units to be constructed by the Promoters, in which event, such different building or buildings / units together with the land appurtenant thereto (to the extent and of the dimensions as may be decided upon by the Builders) shall be conveyed / transferred in favour of the separate bodies Apartment Condominiums with adequate means of access to each of such buildings, with provisions for maintenance and repairs, by the condominiums concerned of the water tanks, water and other pipes and amenities and giving access to the respective buildings. The provisions hereinabove contained in the preceding clause, for conveying the said buildings and the said property described in the schedule I hereunder shall be subject to the provisions of this clause.

16. The Promoters shall give possession of the unit to the Purchaser/s on or **before JUNE 2018**. The developers shall be permitted and allowed by the flat purchaser/s to extend this possession time for a further period of 06 Months, as prescribed under Section 8 (b) of said act. If the Promoters fail or neglect to give possession of the flat unit to the Purchaser/s on account of reasons within / beyond their control and of their agents as per the provisions of section 8 (b) of said act, by the aforesaid date, then the Promoters shall be **ONLY LIABLE**, on 'written demand' from the purchaser/s, to refund to the Purchaser/s, the amount/s received by them in respect of the unit/s with simple interest at 15% (fifteen percent) per annum, from the date the Promoters received the sum/s, till the day the amounts and interest thereon is repaid / refunded. It is acknowledged by the flat purchaser that, from the date of raising a 'money refund demand' to promoters, he/she shall cease to claim any further right, title or interest against said flat / unit or any part thereof and in that 'money refund demand', he/she shall be required to mention his/her/their written consent to assign / transfer the said unit in favor of any third person, interested to buy the said unit / flat.

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After giving such written consent, the promoters shall, assign and transfer the rights of the said flat in favor of any second purchaser and for any such registered assignment agreement / deed, the flat purchaser/s herein shall become a consenting party, by way of signing such document. It is acknowledged by the promoters, that the flat purchasers herein shall required to be paid first in such transaction, and after settling his/her/their actual receivables, the promoter can keep the balance amounts, if any. Provided that by mutual consent it is agreed that dispute, whether the stipulation specified in section 8 have been satisfied or not will be referred to an Arbitrator, and need to be appointed by both the parties with mutual consent.

Provided it is well acknowledged by the purchaser/s that the Promoters shall always be entitled to reasonable extension of time for giving delivery of units/ on the aforesaid date, if the completion of building in which the unit/s is to be situated is delayed on account of :

- i. non availability / shortage of sufficient quantity of steel, cement, other building materials, due to any reason / market crisis.
- ii. water shortage or restriction on use of water in summer season / or any reason, if any or shortage of electric supply from concerned department.
- iii. war, civil commotion or Act of God.
- iv. any notice, order, rules, notification of the Government and/or other public or Competent Authority / Judicial Authority.
- v. Changes in any Rules Regulations by laws of various statutory bodies and authorities from time to time then affecting the development and the project.
- vi. Delay in grant of any NOC/permission/license/connection installation of any services such as tree cutting, tree re-plantation, lifts, electricity and water connections and meters to the scheme / unit / road NOC or completion certificate from Appropriate Authority.
- vii. Non availability / shortage of the required and skilled / unskilled labours / employees.

17. The Purchaser/s shall take possession of the said Unit/s within 08 days of the Promoters giving written notice to the Purchaser/s intimating that the said unit/s are ready for use and occupation. Once the flat is ready for use and occupation, the purchaser/s shall be solely liable to pay the Property and other taxes, as may be made applicable by the concerned local authority. From the date of written intimation of possession by the promoter, the purchaser/s shall be responsible to pay the maintenance charges. If, the maintenance charges are taken in advance by the promoter, for any specified period, then the promoter shall be entitled to use the same against said unit.

Provided that, if within a period of three years from the date of handing over of the said Unit/s to the Purchaser/s or receipt of completion certificate whichever is earlier, the first Purchaser/s brings to the notice of the Promoters any structural defect in the said Unit/s or the building in which the said Unit/s are situated (except normal wear and tear of plaster coat, due to thermal changes, which never be considered as defect), the same shall be rectified by the Promoters at their own cost and in the case it is not possible to rectify such defects then, the Purchaser/s shall be entitled to receive from the Promoters reasonable compensation, as may be calculated and decided by the architect of promoter for such defect. Provided further that it is agreed that the prescribed liability period under this agreement shall be deemed to have commenced from the date of obtaining the completion / occupation certificate or from the date on which the Promoters has

given the necessary intimation about possession of the said Unit under this clause, whichever is earlier.

17.1. However if the unit purchaser/s makes any changes/alterations in the said flat (with or without consent of the promoter) or cause leakages or other structural damages during this period, which effects the said Unit/s or the other unit or units in the said building directly or indirectly, the same shall be the responsibility of the Purchaser/s and the Promoters shall not be then liable for such defect liability as contemplated in these presents or under said act and rules and further the Purchaser/s shall be liable to the other unit purchaser/s whose premises have been damaged due to such changes, alterations, leakages etc. together with cost interest and damages.

17.2 Provided that, the projects wherein glass railings are provided (if any), and if any damage to such glass railing is caused by the occupants/ residents of the said unit, the same shall be replaced immediately by the occupants /residents of the said unit. Moreover if any accident or mishap takes place / happens due to such damage to the glass railings, the Promoters shall not be held responsible for any such accident or mishap.

17.3 The Purchaser/s before being entitled to receive possession of the said Unit shall be obliged to deposit a sum of Rs. 50,000/- with the Promoters. The said sum of Rs. 50,000/- shall be held as an interest free Security Deposit by the Promoter from a period of one year from the date the said Unit is handed over to the Purchaser/s. If any damage is caused to any of the Common Areas and Facilities of the said Housing Building and/or of the said Building in which the said Unit is housed due to the carriage / transport of any items of Furniture / Fixtures / Goods to and from the said Unit during the process of the work of interiors being carried out or otherwise or if any damage or is caused by the workers, laborers of the Purchasers while carrying out the work of interiors in the said Unit then the Promoter shall deduct from the said Security Deposit of Rs. 50,000/- and amount sufficient to rectify / repair any such damage caused and the balance, if any, shall be refunded without any interest to the Purchaser/s on expiry of the said period of one year.

17.4 The developers have disclosed to the purchaser/s the detailed list of fixtures and fittings agreed to be fitted / installed in the said flat. The purchaser has checked the said list of fixtures and fittings, and the sample materials kept at site office. He/she is/are satisfied that the same is as per the representations of the Developers and contains everything, shown and assured by the developers. It is made explicitly clear by the developers and duly accepted by the flat purchaser/s that the fittings and fixtures are of good standard and quality and manufactured by various manufacturers of good market repute. About its use, performance and warranty or guaranty, the respective manufacturer shall be solely responsible and it shall not be the responsibility of the developers. At the time of handing over possession of the said flat, the developers shall provide to the flat purchaser/s, the contact details of all such manufacturers and suppliers. For any defect or issue in any fixture or fittings or any maintenance, servicing or replacement thereof, the flat purchaser/s has agreed to contact such manufacturer / suppliers and not to the developers, but the developers has agreed to extend their possible co-operation to flat purchaser/s. The flat purchaser has agreed that he/she/they shall not demand any additional fitting or fixture for free of cost, other than what is shown to him/them and assured to the developers that, if he/she/they wish / will to have any other / additional fittings or fixtures, then he/she/they shall pay additional charges / amounts for the same, along with its fitting and labourer work charges. The developers

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shall not be responsible to fix or fit such additional fittings or fixtures on their own cost and responsibility. If flat purchaser/s pays the entire cost, in advance for additional fittings and fixtures, along with all additional charges for labours, then only, developers can proceed for the work for additional fittings and fixtures.

It is made well aware by the developers to the flat purchaser/s that for the building in which said flat is proposed to be situated, will be provided with good quality and sufficient capacity lift/s. The developers have appointed a reputed manufacturer and erector of lifts. The lifts can be erected and fitted by the manufacturers, as per prescribed norms, good quality and prescribed standards and will be made available for actual use to flat purchasers, after required permissions from the competent authority. The same lifts can be maintained and repaired by said manufacturer, as per agreement between them and the developers. The said agreement for management and maintenance of lift with the manufacturer shall be in force with developers till formation of apartment association for the project. Immediately after formation of the apartment association-and / or after formation of the Ad-HOC Body / Management Body for the said condominium / association, the same shall enter in a management and maintenance agreement with said manufacturer, immediately within 15 days. After expiration of such 15 days, the developers shall deemed to be exited from such agreement and responsibility and the apartment association shall be solely responsible to manage and maintain the lifts at their own cost, responsibility and risks, without making the developers anyway liable or responsible for the same. The flat purchaser has acknowledged that after starting the use of the said lift, he/she/they shall pay his/her/their respective share of its management and maintenance, irrespective of the floor of the said flat or use of the lifts. The flat purchaser shall not deny in any event paying the said charges, for the reasons, whatsoever.

The promoter shall comply with all the requirements of the Municipal Corporation of Pune for sanction of a water connection of the standard capacity for the said Building/s to be constructed on the said land. However, the Purchaser/s herein has been made expressly aware by the Promoter that till such time as such water connection is procured and sufficient water becomes available for the said Building through such water connections of Pune Municipal Corporation, the requirement of water for the said Building/s shall be met from other sources, including procurement of water from Water Tanker Agencies and that a pro-rata share incurred for such purchase shall be borne and paid by the Purchaser/s alongwith the other unit/flat holders.

The Purchaser/s shall make arrangement for collection of Organic, In-organic and E-Waste and to hand over the same separately to the Garbage Management Agency / Maintenance Agency appointed by the Promoter. The same arrangement of Garbage Management can be maintained and repaired by said Agency, as per agreement between them and the developers. The said agreement for management and maintenance shall be in force with developers till formation of apartment association for the project. After formation of the apartment association and after formation of the Ad-HOC Body / Management Body for the said association / company, the same shall enter in a management and maintenance agreement with said Agency, immediately within 15 days. After expiration of such 15 days, the developers shall deemed to be exited from such agreement and the apartment association shall be solely responsible to manage and maintain the Garbage at their own cost, responsibility and risks, without making the developers anyway liable or responsible for the same. The flat purchaser has acknowledged that after starting the use of the said Garbage Management System, he/she/they shall pay his/her/their respective share of its management and

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maintenance agency, irrespective of the floor of the said flat / unit or use. The flat purchaser shall not deny in any event paying the said charges, for the reasons, whatsoever. It is suggested that the Purchaser/s should refer to the said Green Building Manual for the E-Waste Disposal Plan.

18. That the Purchaser/s shall use the unit/s or any part thereof or permit the same to be used for permitted purpose only and he shall use the garage or parking space only for purpose of keeping or parking the Purchaser/s own vehicle.

19. The Purchaser/s along with other Purchaser/s of the unit/s in the building shall join in forming and registering a Condominium of Apartment Holders to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Condominium of Apartment Holders and for becoming a member, including the bye-laws of the proposed apartment association and duly fill in, sign and return to the Promoters within 15 days of the same being forwarded by the Promoters to the Purchaser/s so as to enable the Promoters to register the said association / organization of the Purchaser/s under section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules 1964. No objection shall be taken by the Purchaser/s if any changes or modification are made in the draft byelaws or the Memorandum and/or Articles of Associations as may be required, as the case may be, or any other Competent Authority.

20. It is specifically agreed by and between the parties hereto that the Promoters shall, **AFTER 05 YEARS** from the date of final completion certificate of all proposed buildings of the project, existing or revised from time to time, as aforesaid, cause to be transferred to the Condominium of Apartment Holders all the right, title and the interest of the Vendor / Original Owner / Promoters and/or the Owners in the allocated part of the said property, along with promoters perpetual right of easement from the roads of internal layout of the project for developing adjoining lands and also along with other rights appurtenant to said land, together with the buildings by obtaining or executing the necessary declaration / conveyance in the said building in favour of such Condominium(s) of Apartment Holders as the case may be. Unless prevented by circumstances beyond the control of the Promoters, it is agreed that the said property or any part thereof along with building being constructed or to be constructed thereon shall be submitted to the provisions of Maharashtra Apartment Ownership Act, 1970, and Unit/apartment will be conveyed by the Owners and the Promoters herein after 03 years from and after (i) completion of construction of all buildings in the entire layout and utilization of entire FSI and TDR, permissible to be utilized on the said property and said Land as per Development Control Rules (whether previously got sanctioned or not and revised from time to time) by Promoters and/or their assignees. (ii) Sale of all Units in the layout of the scheme, (iii) acceptance of the draft of Deed of Declaration and Deed of Apartment by the owner (iv) after handing over possession of all Units in the project and (v) after payment of all dues, amounts and considerations including stamp duty, maintenance charges, outgoing, service tax, VAT, LBT etc. by all unit purchasers, **WHICHEVER IS LATER**. This agreement itself is a Declaration by the Unit Purchaser as provided under Maharashtra Apartment Ownership Act, 1970 read with Maharashtra Apartment Ownership Rules 1972 thereby submitting their Units/apartments to the provisions of the said Act. Such conveyance and/or Declaration u/s. 2 of the Maharashtra Apartment Ownership Act, 1970 as the case may be shall be subject to the

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exclusive, limited common, etc. rights of the unit/s holders and commitments of Promoter. The Promoter shall be entitled to amend/frame the Bye laws, Rules etc. of the Association as per the terms of this Agreement and also with a view to maintain decorum, beautification of the building, open ground/areas and common amenities.

21. It is hereby agreed that the facilities in common / limited areas mentioned in **Annexure 'E'**, hereunder shall be the common / limited areas and facilities and the Promoters shall be entitled to declared all other areas as restricted or reserved areas and facilities and/or alienate and dispose of other areas and facilities in such manner as the Promoters thinks fit for betterment of the project and proposed association. Though the parking areas shall be owned by all the Unit owners or their organization, it is the necessity and requirement of the Unit purchasers that various parking spaces be got distributed / allotted among them to have orderly and disciplined use and to avoid confusion, disputes and differences among them. With this view, the Promoter, on receiving the request of the Unit purchasers herein shall be keeping a register/record of such designations/selections of parking to be done by the Unit purchasers among themselves, which allotments / selections are to be got confirmed by all the Unit purchasers from their ultimate body formed. The Promoters has not taken any consideration for such allotments / selections. It is specifically agreed by the Purchaser/s herein that the above work is being done by the Promoters, on the request of the purchasers and that if for any reason it be held that such selection/designation of parking/s by the purchasers of the units among themselves is not proper, then the purchasers (Including the Purchaser/s herein) shall be entitled to use entire parking area in common with others.

22. In addition to the above payable charges, the Purchaser/s shall, even if possession of the said Unit, is not taken by the flat purchaser after intimation of developers, for whatsoever reasons, be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the unit/s) of outgoings in respect of the said property and building/s, namely local taxes, betterment charges, or such other levies by the concerned local authority and/or Government water charges, insurances, common lights, repairs and salaries of clerks, bills collectors, chowkidar sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and buildings. Until the Condominium of Apartment Holders is formed and the said land and building/s transferred to it, the Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser's share is not determined the Purchaser/s shall pay to the Promoters provisional maintenance charge contribution for first 5 years amounting to **RS. 3,00,000/- (RS. THREE LAKHS ONLY)** along with applicable service tax and all applied taxes, towards the outgoings. The promoters reserves their rights to reschedule / revise / increase the amounts of maintenance, depending upon rise / inflation in amounts from time to time in increasing structure of management and maintenance expenses and the purchasers have also agreed upon the same, being reasonable term. The amount so paid by the Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters until a transfer / conveyance is executed in favour of the condominium of apartment Holders as aforesaid. On such conveyance being executed the aforesaid deposits, (less deductions provided for under this Agreement and amounts paid for various heads of maintenance and management) shall be paid over / transferred by the Promoters to the condominium of Apartment Holders as the case may be. It is acknowledged by the flat purchaser that the maintenance amounts mentioned in this agreement are as per actual expenses predictions of prevailing market rates. In future and also within period of first five years, if amounts of the same are hiked, then the

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purchaser shall be responsible to pay his/her/their additional contributions for short fall in the said amounts of management and maintenance charges, as the same will get utilized for their own betterment and nothing from the same is required for developer's benefit. In case of need, the Purchaser/s undertakes to pay such additional provisional contributions and such proportionate share of outgoings regularly in advance and shall not withhold the same for any reasons whatsoever. It is understood by the purchaser that failure of Purchaser to pay the abovementioned amounts, may affect the management and maintenance work of the project and for which flat purchaser shall always be responsible. It is well acknowledged by the flat purchaser that, under this agreement, the developers has never agreed to provide any service at its own cost or responsibility and for every service, the flat purchasers are required to pay their proportionate shares. Nothing shall be provided by the developers to any flat purchaser for free of cost and which is acknowledged by the flat purchasers.

23. The Purchaser/s shall not let, sublet, transfer, assign or part with the Purchaser/s interest or benefit factor of this Agreement or part with the possession of the said Unit until all the dues payable by the Purchaser/s to the Promoters under this agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser/s has intimated in writing to the Promoters and paid necessary administration charges, etc to the Promoters and obtained prior written consent of the Promoters for the same which consent the Promoters in his discretion may grant or refuse.

24. The agreed consideration is inclusive of all charges towards legal fees, society formation and MSEDCL charges payable by the Purchaser/s to the Promoters and no separate amount is charged. Share money, applicable entrance fee of the condominium of Apartment Holders shall be as applicable and payable by the flat purchaser/s to the Promoters on demand, whenever required.

25. The Promoters shall meet on their own account all legal costs, charges and expenses, including professional costs of the Attorney-at-law, Advocates engaged for formation of the said Condominium of Apartment Holders, preparing its rules, regulations, and bye-laws and the cost of preparing and engrossing this Agreement and the Deed of Declaration / Conveyance.

26. At the time of registration of these presents, the Purchaser/s shall pay to the Promoters the Purchaser/s share of stamp duty and registration charges payable, if any, by the said Condominium of Apartment holders in the conveyance or any document or instrument of transfer in respect of the said land and the building to be executed in favour of the Condominium of Apartment Holders.

27. Till execution and registration of final conveyance / deed of declaration in favor of apartment association, the terrace or terraces, if any, of the building or buildings constructed on the said land hereditaments and premises including the parapet walls shall always be the exclusive property of the Promoters or their nominees or assigns who shall also be entitled to display advertisements in or over the walls of the terrace as well as in any portion of the said plot and shall be exclusively entitled to the income that may be derived by display of the said advertisements at any time hereafter. The Agreement with the Purchaser/s and other Purchaser/s of the units in the said buildings and, other structures shall be subject to the aforesaid rights of the Promoters or their nominees or assigns who shall be entitled to use the said terrace or terraces including the parapet

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walls and walls of the terraces therein as well as any portion of the plot for any purpose including the display of advertisements and sign boards and the Purchaser/s shall not be entitled to raise any objection or to any change in the price of the said unit/s agreed to be acquired by the Purchaser/s or to any compensation or damages on the ground of inconvenience or any other ground whatsoever. It is hereby further agreed that the Promoters shall be entitled either to nominate any other person to obtain the benefit or the rights given and/or reserved in favour of the Promoters under this clause or to sale/assign the right and benefit hereby given to any other person. Such nominees or assigns shall be admitted as member of the Condominium of Apartment Holders in the same manner as the Promoters admits the Purchaser/s of the unit/s as its members in pursuance of the provisions hereinafter contained. It is further expressly agreed by and between the parties that if the permitted Floor Space Index or density is not consumed in the buildings being put up and/or at any time further construction on the said plot is allowed, the Promoters shall always have the right to put additional floors / storey's and/or consume the balance Floor Space Index in the manner the Promoters may deem fit either on this plot and/or any other land of the Promoters, subject, however to the necessary permission of the concerned public authorities in that behalf and the same allowed to be dealt with or disposed off in the manner they choose. The Purchaser/s hereby consented for the same and confirms the same and thereby agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages on any ground whatsoever. The Deed of Conveyance of the said plot as hereinafter mentioned shall be made subject to the aforesaid right reservation, which is essence of this Agreement.

28. It is hereby agreed by and between the parties hereto as follows :

28.1. The Promoters shall be entitled to transfer, assign, dispose off and/or sell in any manner as they deems proper the said open spaces, terraces and other specified and unspecified spaces to anybody on the terms and conditions mentioned in the preceding clause/s. The Purchaser/s alongwith the other Purchaser/s, or Purchaser/s of whatsoever kind in respect of the rights, title, interest of the Promoters and/or its nominees or assigns in respect of matter mentioned in the proceedings clause/s hereby gives their consent to the same.

28.2. The Promoters shall become member of the Condominium of Apartment Holders for unsold units / flats and spaces appurtenant to it. If the Promoters transfers, assigns, allots and disposes off the said flats along with open spaces attached to it, un-allotted covered or open car parking, terrace, or other specified or unspecified spaces at any time to anybody the assignees, transferee and/or the Purchaser/s thereof shall be admitted as member/s of the Condominium of Apartment Holders. The other Purchaser/s will have no right to raise any objection to admit such assignee or transferee or allottee or Purchaser/s as member of Condominium of Apartment Holders.

29. Provided it does not in any way effect or prejudice the rights of the Purchaser/s in respect of the said unit/s under this Agreement, the Promoters shall be at liberty to sell, assign, transfer or otherwise deal with their right, title or interest in the said Property, land hereditaments and the premises and/or buildings to be constructed thereon. Purchaser has hereby given his/her/their irrevocable and unconditional consent therefor.

30. 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 by the Purchaser/s under this

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Agreement, along with agreed delayed charges, damages, compensations, interests, if any, shall have been made to the Promoters.

31. The Purchaser/s himself with intention to bring all person into whosever hands the unit/s may come doth hereby covenants with the Promoters as follows :

31.1. To maintain the unit/s at the Purchaser/s own cost in good tenable repair and condition from the date of possession of the unit/s is taken and shall not do or suffered to be done anything in or to the building in which the unit/s is/are situated or to the staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the unit/s is/are situated and the unit/s itself or any part thereof.

31.2. Not to store in the flat / unit/s or in the parking space any goods which are of hazardous combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the unit/s is/are situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or are likely to damage the staircase, common passages or any other structures of the building in which the unit is situated, including entrance of the building in which the unit/s is/are situated and in case any damage is caused to the building in which the unit/s is/are situated or the unit/s on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

31.3. To carry out at his own cost all internal repairs to the said unit/s and parking space/s and maintain the unit/s and parking space/s in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything to the building in which the unit/s is/are situated or the unit/s which may be against rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other authority or authorities.

31.4. Not to demolish or cause to be demolished the unit/s and parking space/s or any part thereof, nor at anytime make or cause to be made any addition or alteration of whatever nature in or to the unit/s and parking space/s or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the unit/s is/are situated and shall keep the portion, sewers, drains, pipes in the unit/s and parking space/s and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other part of the building in which the unit/s is/are situated and shall not chisel or in any manner damage the columns, beams, walls, slabs or R.C.C., pardis or other structural members in the unit/s and parking space/s without the prior written permission of the Promoters and/or the Condominium of Apartment Holders.

31.5. Not to do or permit to be done any act thing which may render void or voidable any insurance of the said property and the building in which the unit/s is/are situated or any part thereof whereby any increased premium shall become payable in respect of the insurance.

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31.6. Not to throw dirt, rubbish, rags, garbage, or other refuse or permit the same to be thrown from the said unit/s in the compound or any portion of the said property and the building in which the unit/s is/are situated.

31.7. Pay to the Promoters within 07 days of demand by the Promoters, their share of security deposit demanded by concerned local authority or government or for giving water, electricity or any other service connected to the building in which the unit/s and parking space/s is/are situated. Such deposits will lie with the Promoters interest free for the utilization of above purposes. Delay in such payments by the flat purchaser/s shall cause them liable to pay the damages and compensation as enumerated in clause 13 of this agreement.

31.8. To bear and pay increase in local taxes, PMC water charges, temporary water arrangement charges electricity, meter deposit and transformer charges, insurance and such other increased / hiked levies, taxes, charges or betterment charges, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, either due to any change or amendment in the law or on account of change of user of the unit/s by the Purchaser/s viz. user for any purposes other than for permitted purpose. After payment of the same to the promoters, by the flat purchaser/s, such amount until utilization shall lie as interest free deposits with the Promoters. Delay in such payments by the flat purchaser/s shall cause them liable to pay the damages and compensation as enumerated in clause 13 of this agreement.

31.9. The Purchaser/s shall observe and perform all the rules and regulations which the Condominium of Apartment Holders may adopt at its inception and the additions, alterations or amendments thereof that may be done from time to time for protection and maintenance of the said building and the unit/s and parking space/s 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.

31.10. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the condominium of Apartment Holders regarding the occupation and use of the unit/s in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

31.2.0. Till the conveyance of building in which the unit/s is situated is executed the Purchaser/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the said property building or any part thereof to view and examine the state and conditions thereof.

31.2.1. The Purchaser/s also agree and affirm the Promoters that in the event of any claim or demand being made or raised as regards the applicability or liability to pay any Service Tax, Local Body Tax or related levy, cess or charge, ancillary or related thereto pertaining to this contract or any other related arrangement between the Promoters and the Purchaser/s then the burden of such levy, cess or charge arising out of this agreement / contract shall be solely and exclusively upon the Purchaser and who shall forthwith pay and tender the same immediately on demand by any such authority and/or by the Promoters without delay or demur and the Purchaser/s shall further keep

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the Promoters indemnified and harmless against any loss or damage suffered or incurred by the Promoters as a result of non-compliance or delay in compliance of the Purchaser/s hereof.

31.2.2. The Promoters hereby make aware the Purchaser/s that due to natural reasons and due to water scarcity all over Pune city, there is/may be insufficient water supply by Pune Municipal Corporation (PMC) and Promoters may give / has given undertaking to PMC regarding water supply and the Purchaser/s is aware about the same. The Promoters will be applying to the concerned authorities for giving separate water connections for the project and electricity meters and connections for the said Unit of the Purchaser/s, if there is a delay in obtaining the water and electricity connections from the concerned departments then in that case the Promoters may provide electrical connections/water supply at the cost of the Purchaser/s through any other temporary arrangement due to which if there is improper/insufficient/irregular supply of water/electricity, the Promoters shall not be held responsible for the same and the Purchaser/s hereby consents for any temporary arrangement that may be made in the said interim / temporary period. It is specifically agreed by the flat purchaser that he/she has agreed purchase the said flat and not any services of any water or electricity supply or any other service supply from the promoters or nowhere the promoters have agreed to provide any service for free of cost. For every service and facility, the purchaser/s, are required to pay respective share of charges and fees. The Purchaser/s shall pay for the proportionate charges / fees of such arrangement as demanded, determined by the Promoters (along with service tax, LBT and other taxes if applicable thereon). Until receipt of this amount from the Purchaser/s, the Promoters shall be entitled to temporary deduct any dues of such proportion or entire charges payable by the Purchaser/s for the above from the outgoings/ management and maintenance charges for which the Purchaser/s hereby gives his/her consent. It is acknowledged by the flat purchaser/s that, they shall be using the water, electricity, various services and facilities for their own enjoyment, and as a trade practice, they shall be solely responsible to pay for the same, what they use. The developers have agreed to develop the infrastructure of the project, as agreed under this agreement and all such services like water and electricity shall be available from statutory body / PMC. The amenities and facilities shall be maintained by different appointed agencies, against payment for respective services and facilities. The Promoters is lawfully entitled to demand charges for such temporarily water arrangement and other services and facilities in advance, for first 60 months of occupation, before giving possession of the said Unit and also after handing over the possession, if required, till execution of final conveyance / deed of declaration under apartment ownership act. Delay in such payments by the flat purchaser/s shall cause them liable to pay the damages and compensation as enumerated in clause 13 of this agreement.

32. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said unit/s or of the said plot and Building or any part thereof. The Purchaser/s shall have no claim save and accept in respect of the unit/s hereby to be sold to him and all open spaces, parking spaces, lobbies, staircase, terraces, recreation spaces etc. will remain the property of the Promoters until the said property and building is transferred / conveyed to the Condominium of Apartment Holders as herein before mentioned which shall be done only after completion and sale of the entire project.

33. After the possession of the premises / building is handed over or after getting the completion certificate of the building from the concerned local authority, if any work thereafter is required to be

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carried out by the Government or Municipality or any statutory authority, the same shall be carried out by the Purchaser/s in co-operation with the Purchasers of the other units in the said building at their own costs and the Promoters shall not be in any manner liable or responsible for the same.

34. The Purchaser/s hereby gives his/her/their consent and has no objection for use of the remaining flats / units wholly or in parts for office and/or any commercial purpose as may be permitted by the Promoters / P.M.C.

35. The price of the said Flat / Unit hereby agreed is on the basis of the carpet area of the said Flat / Unit. Before delivery of possession of the said Flat / Unit, the Purchaser/s shall satisfy himself/herself/themselves about the correctness of the area of the said Flat / Unit and about the quality of construction work and specifications/amenities provided. After delivery of possession the Purchaser/s shall not be entitled to make any complaint thereof and all the rights regarding the same shall be deemed to have been waived off.

36. The original of this agreement is given to the Purchaser/s. The Purchaser/s shall present this agreement as well as any other deeds, documents etc. which are to be executed by the Parties hereto in pursuance of these presents, at the proper registration office for registration within four months from the date of execution of this agreement and on intimation thereof by the Purchaser/s, the Promoters will attend such office and admit execution thereof. The Promoters shall not be responsible if the Purchaser/s fails to register the agreement as mentioned above. The procedures which are required to be complied and done, if this agreement is not registered in time, is agreed to be performed by the purchaser/s on their own cost and responsibility and the promoters shall not be required to do such procedures.

37. In case of any dispute between the Promoters and the Purchaser/s regarding any of the terms of this Agreement then such dispute shall be referred to the arbitration of a single arbitrator to be appointed by both the parties, preferably Architect of the project whose decision shall be final and binding on both the parties. It is hereby agreed by and between the parties hereto that after Arbitration and as per provisions of arbitration Act, the Civil Courts in Pune alone shall have exclusive Jurisdiction to adjudicate upon any disputes, if any, which may arise by and between the parties hereto regarding performance of their respective obligations under the terms hereof.

38. The Purchaser/s has read and understood all the terms and conditions of the Development Agreement and other agreements, documents / indemnity bonds / undertaking submitted to local bodies / authorities etc. in between the Promoters and Owners / Consenting Party / Collector / Pune Municipal Corporation or any other person / authority, etc. and the Purchaser/s agrees that this agreement is subject to the said terms and are also binding on him/her/them. It is well explained by the promoters to the flat purchaser/s, that in context to the existing, as well as revised sanctions and permissions for the said project, if required and if demanded by the concerned local authorities, the promoters are required to submit additional documents / indemnity bonds / undertakings / declarations / affidavits etc. The said subsequent submissions by the promoters to various local and government authorities shall be in connection with the existing sanctions and permissions of the said project and which shall form part and parcel of this agreement and always shall be considered as supplemental to this agreement and shall be binding on all the parties to this Agreement.

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39. It is also understood and agreed by and between the parties hereto that the terrace space above the said building, constructed by the Promoters, at their discretion shall not be a common area but shall belong exclusively to the Promoters, till its final conveyance in favour of the Apartment Association. The Promoters or his assignees shall have a right to construct flats/units, etc. on the said top terrace towards FSI of road widening area, FSI of internal roads, TDR or Paid TDR or Paid FSI any other FSI / FAR. That the Promoters has retained an exclusive right to use and occupy the terrace portion of the said building to be constructed over the said Property and the same can be utilized by them for their own use of erecting Hoardings, Glow sign Boards and all permissible commercial activities. The Promoters has got exclusive right to assign and transfer these benefits and entitlements to any person of their own choice and for which the purchaser/s have given their unconditional and irrevocable consent forever.

40. After formation of the apartment association and after conveyance, all the flat Purchasers in the said project have among themselves, for the sake of orderly use of un-allotted parking and avoidance of disputes in future, by their own volition, select car parks among themselves on 'first come first serve' basis and among themselves agreed that they shall get the said allotments confirmed from the Apartment Condominium. They have among themselves agreed that the said selection shall be final, irrevocable and binding amongst all of them and said right shall be perpetual and run with their respective Units and shall be heritable and transferable along with respective Units and shall not be separated from the Units. The parking allotted under this agreement shall always remain with the purchaser as stated herein and the Purchaser/s accepts that the Promoters has not done the said allotments by taking any monetary consideration therefor and Promoters has given its consent for the same subject to the terms of this Agreement/s. The Purchaser/s further agree that in case of any disputes among themselves regarding selection of un-allotted car parks amongst themselves, the same shall be referred to the sole arbitration of any arbitrator appointed by of the management committee members of apartment association, whose decision shall be final and binding on all.

41. It is specifically agreed between the Parties hereto that, for the unsold premises / apartments / units the Promoters shall not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head.

42. The name of the project '**F RESIDENCES**' and this name shall not be changed at any time, for any reason, whatsoever, subject to whatever stated in clause 14 of this Agreement.

43. It is hereby made clear that furniture lay-out, colour scheme, specifications, amenities and facilities, elevation treatment, trees, garden, lawns etc. shown on the pamphlet brochures, literature, film, hoardings, web site and any other promotional medias are shown only for advertisement and the same are not agreed to be provided by the Promoters unless specifically mentioned and agreed in this agreement. The balconies as shown in the sanctioned plan or pamphlet may be either kept as balconies or may be enclosed at the discretion of the Promoters. Thence it is specifically understood that the brochure's, advertisements published by the Promoters from time to time in respect of the project is just an advertisement material and contains various features such as furniture layout in the tenement, vegetation and plantations shown around the building/schemes, vehicles etc. to increase the aesthetic value only and are not facts. These

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features/amenities are not agreed to be developed/provided unless specifically mentioned and agreed in this agreement. Also Promoters has discretion to alter and cancel the amenities provided in the brochure/sample Unit without assigning any reason therefor. In case of any delay in providing any of the common amenities mentioned herein due to unforeseen difficulties or development of the project in various phases, the Purchaser/s undertakes, not to raise any objection and claim compensation, damages etc. for such delay, if caused. Also any oral dialogue with any representative of the Promoters, as to any fact, shall not be considered as legal offering/commitment. This agreement supersedes all other offers, representations and this point is clearly and expressly understood and agreed by the Purchaser/s, without requiring any further explanation for the same.

44. The Purchaser/s hereby irrevocably authorises the Promoters to represent him/her/them, by signature or otherwise before the concerned authorities in all matters regarding the property tax, assessment and re-assessment and submission of various documents / indemnity bonds / undertakings / declarations / affidavits etc. before the concerned authorities and the decision taken by the Promoters in this regard for the betterment of project shall be binding on the Purchaser/s and also on the Association of Apartment formed in due course. The Promoters may till the execution of the final conveyance represent the Purchaser/s by signature or otherwise, to do all the necessary things/acts in all the departments of the P.M.C., Collectorate, Road / Water / Building Tax assessment / Government and Semi-Government Departments, MSED Co. Ltd., etc. and the same shall stand ratified and confirmed by the Purchaser/s herein.

45. Amenity Space (if any) in the layout shall solely belong to the Promoters and the Promoters in its discretion shall decide to develop or transfer the same or to deal with the same as it deems fit. If required the Promoters may give the Amenity Space to the Government / Corporation or concerned authority and avail of benefits/compensation therefor. The Unit Purchasers or Apartment Condominium shall not be entitled to claim any interest therein or any part thereof. The owner/s or holders of the Amenity Space shall be entitled to avail of benefit of all or any one or more of the common areas and facilities in the layout such as road, open space, use of common drainage, water and electrical lines, etc. as may be given by the Promoters at its discretion, subject to liability of payment of contribution towards maintenance thereof.

46. The Purchaser/s shall not be entitled to at any time demand partition of his/her/their interest in the said flat unit, said property and the building or buildings to be constructed thereon, as it is impartable and it is agreed that the Promoters shall not be liable to execute any deed or any other document in respect of the said Unit in favour of the Purchaser/s. All notices, letters and communications to be served on the Purchaser/s as contemplated by the Agreement shall be deemed to have been served or sent to the Purchaser/s by registered post or courier at his/her/their address mentioned below

37, PREM COURT, PEDDER ROAD,

MUMBAI - 400 026.

47. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the

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terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.

48. The Purchaser/s shall present at his own cost this agreement as well as the conveyance at the proper Registration office for registration within the limits prescribed by the Registration Act and Promoters or their legal representatives will attend such office and admit execution thereof.

49. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of, on top of or adjacent to the terrace unit/s in the said building, if any, shall belong exclusively to the respective Purchaser/s of the terrace unit/s if the same is sold exclusively to the Purchaser/s and such terrace spaces are intended for the exclusive use of the respective terrace Purchaser/s. The said terrace shall not be enclosed by the Purchaser/s till the permission in writing is obtained from the concerned local authority and the Promoters or the Condominium of Apartment Holders.

50. IT IS ALSO AGREED AND UNDERSTOOD THAT and made clear between the parties that the unit/s on the ground floor (if any) having in its front an open area, if the same has been sold to the Purchaser/s, shall be for the exclusive use by the Purchaser/s of ground floor unit/s who shall keep and maintain the said open space and keep it open and un-built upon forever subject however the Owner and/or the apartment association and the local authorities giving prior written permission for construction thereupon.

51. The Purchaser/s covenants and undertakes that in the event he/she/they have acquired right and interest in open space/terrace they shall be duty bound and under obligation to permit the Promoters and/or the authorized representative of the ultimate body formed to, without let or hindrance, allow right of ingress or egress for laying and or repairing and/or servicing the common service connections and other paraphernalia situated within such open space/terrace.

52. The Promoters plan to construct a club house and a swimming pool on a portion of the recreation area comprised in the said property of the project. The said club house and swimming pool together with all the common areas and facilities shall (unless specifically permitted by the Promoters in writing and which right of refusal the Promoters reserve unto themselves without any reason therefor) only be available for the use and enjoyment of the Purchasers of the Units in the complex constructed on the said property or part thereof. The under-mentioned terms and conditions are essential terms and conditions on the basis of which the Flat holder and/or the commercial unit purchaser who has specifically been permitted in writing to use the said facilities has agreed to purchase from the Promoters the said premises under and in pursuance of this agreement.

52.1. The Promoters shall be entitled to retain with itself or to transfer the title/possession/use of the said club-house and the said swimming pool (and all ancillary structures and amenities appurtenant thereto and the land appurtenant thereto) on such terms and conditions as the Promoters may from time to time decide.

52.2. Access to and the facility for the use of such club house and swimming pool and the appurtenant land shall be regulated by the Promoters and/or their successors-in-title but on

Purchaser/s

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condition that such access and facility will be available only to the Flat holders in the complex constructed on the said project property and/or building/Row-houses and other premises in the adjoining land being developed by the Promoters/associate concern/sister concern and to the flat-holders therein.

52.3. The facility to the members for use of the Club House and Swimming Pool shall be subject to the Rules and Regulations and regular payment of periodical maintenance charges as may be framed by the Promoters and the Purchasers shall abide by the same.

52.4. The common areas such as Gardens and Open spaces in the said layout as well as the Club House shall be made available and shared by the occupants / users / purchasers of units of this project and the occupants / users / purchasers of the Units in the other phases of the project developed / being developed / on the adjacent land by the Promoters constructed and the Proposed ultimate body/s formed for/in respect of the unit holders of F Residences and as also by the occupants / users / purchasers of other units developed and constructed by the Consenting Party in the entire layout subject to terms, conditions and payments of user and maintenance charges thereof as shall be charged to all unit holders without any disparity for the users common to entire layout.

52.5. It is clarified and recorded that the contract for the sharing, maintenance and use of the common areas and facilities of the entire layout comprising all the phases of the project/s and Proposed ultimate body/s formed for/in respect of the unit holders consisting of Garden club house and swimming pool situated within the said project layout shall be duly drawn up and executed between the ultimate bodies constituted.

53. The Purchaser/s hereby irrevocably consents and authorizes the Promoters to represent him/her/them in all matters regarding property tax assessment and reassessment before the concerned Municipal Authorities and decisions taken by the Promoters in this regard shall be binding on the Purchaser/s. The Promoters may till the execution of the Final Conveyance Deed represent the Purchaser/s and his/her/their interest and give consent, NOC's and do all the necessary things in all departments of Municipal Corporation, Collectorate, Road, Water, Building Tax Assessment departments, Government & Semi-Government, M.S.E.B., U.L.C. officials, etc. on behalf of the Purchaser/s and whatever acts so done by the Promoters on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s.

54. The Purchaser/s hereby authorizes and allows the Promoters to represent him/her/them for changing the position of Roads, Open spaces, Parking lots, Club House, Swimming Tank, other common amenities, Staircases, Lobbies, Underground/Over ground Water Tanks, Transformers, Garbage, Dust Bins, Septic tank, Sewage Lines, Water Lines etc. as per requirements and guidelines from the Pune Municipal Corporation / Promoters requirement and the Purchaser/s will not take any objection for the same.

55. The Purchaser/s is also aware that the Promoters have not consumed the full F.S.I. and the revised plans will be submitted as per their requirement and then be entitled to change the entire plans and layout. The Promoters may also increase the number of units and floors in the building/s

in which the purchaser/s has /have booked his/her/their units or any other building/s as per the requirement of the Promoters.

56. The Promoters alone shall be entitled to claim and receive compensation for any portion of the land and building/s that may be notified for set back/reservation and claim the F.S.I. and compensation available for areas under road/notified reservation prior to the Final Conveyance in favour of the proposed Condominium of Apartment Holders.

57. The Parties hereto confirm that the Purchaser/s has agreed to Purchase the said unit as an Investor and hence the Purchaser/s reserve his/her/their right to claim stamp duty set off/adjustment of the amount already paid on these presents (if provided by such competent authority) in the event the Purchaser/s resells the said unit to subsequent Purchaser/s.

58. Stamp duty under Article 5(g-a)(ii) of Maharashtra Stamp Act, 1958 amounting to **RS.-NIL-(RUPEES -NIL- ONLY)** is affixed hereto on the document value which is more than the market value /market value of the unit as fixed by the Office of the Registrar of Assurances, Pune.

59. The Purchaser/s declares that he/she/they has/have read this agreement and fully understood it and agreed to the contents of this agreement and assured that he/she/they shall abide by all the terms and conditions of this agreement and only thereupon this written agreement has been executed.

THE SCHEDULE I ABOVE REFERRED TO :-

ALL THAT PIECE AND PARCEL of property bearing

S. No.	Hissa No.	Area	Hec.-Ares
7	1	1 - 63	
7	2	0 - 90	
7	3	7 - 40	
7	4	1 - 44	
7	5	2 - 42	
8	1/1/2	3 - 42	
38A	1B/1	3 - 74.8	
38A	1A	00 - 30	
38B		0 - 9.24	
3	2	00 - 58	

totally admeasuring 21 Hectares 93.04 situated at village Wadgaon Sheri, within the limits of Pune Municipal Corporation, Taluka Haveli, District Pune and which said land is bounded as under :

ON OR TOWARDS THE :

NORTH	: By Road
SOUTH	: By Sr. No. 6
EAST	: By Road
WEST	: By Sr. No. 10

Purchaser/s	Promoters

THE SCHEDULE II ABOVE REFERRED TO :-

ALL THAT PIECE AND PARCEL of property admeasuring 43947.67 Sq. Mtrs. out of the property mentioned in the Schedule – I herein above and which is bounded as under :
ON OR TOWARDS THE :

NORTH : By 1.8 Mtr. D. P. Road
SOUTH : By Adjoining S. No. 8/1 (Part)
EAST : By Internal RD 12 Mtr. Wide Road of layout of properties mentioned in schedule I herein above
WEST : By 24 Mtr. D. P. Road

THIS SCHEDULE – III ABOVE REFERRED TO:- (Description of the said Unit Situated on the land more particularly described in Schedule II hereinabove)

Name of the Scheme : **“F Residences”**
Residential Unit No. : **1506**
Building No. : **TOWER NO. 7**
Floor : **FIFTEENTH**
Area (Carpet) : **55.14** square meters
Terrace adjacent (Carpet) : **10.69** square meters.
Allotted Car Parking : **SP-150 AT BASEMENT LEVEL**

IN WITNESS WHEREOF the parties hereto have set their hands on the day and date first hereinabove mentioned.

SIGNED SEALED AND DELIVERED by the abovenamed PROMOTERS for themselves and as duly Constituted Attorney of the Owners abovenamed.

FOR BRAMHACORP LIMITED

AUTHORIZED SIGNATORY

SIGNED SEALED AND DELIVERED by the above named PURCHASER/S

1. MR. RAVI V. PUNJABI

2. MRS. SANGEETA PUNJABI

In the presence of WITNESSES :

1. Signature : _____
Name : _____
Address : _____

2. Signature : _____
Name : _____
Address : _____

Purchaser /s	Promoters

ANNEXURE 'D'

SPECIFICATIONS

RCC

- Earthquake resistant structure.

Flooring

- 24” x 24” Vitrified tiles
- Anti skid / Ceramic tiles in terraces & dry balcony

Doors

- Decorative main door with premium quality fittings
- Internal molded door with premium quality fittings
- Powder coated 3 track aluminium sliding doors for terraces with stainless steel mosquito nets
- Granite door frames for toilets & wooden for bedrooms

Windows

- Three track powder coated aluminium windows with S.S. mosquito net for all windows except toilets
- MS safety grill for all windows except toilets
- Granite window frame for all windows

Kitchen

- Granite top kitchen platforms
- Dado tiles above granite platform up to 2 feet
- Water purifier in kitchen
- Piped gas connection
- Electrical and Plumbing Provision for exhaust fan
- Modular kitchen trolleys
- Electrical and Plumbing Provision for geyser

Wash & dry balcony

- Provision of Utility area

Toilets

- Designer dado tiles / stone tiles up to 7’0” height
- Concealed plumbing with premium quality CP fittings
- Premium quality sanitary ware in all toilets
- Electrical and Plumbing Provision for geyser in each toilet
- Provision of electrical point for exhaust fan
- Health faucet in each toilet except servant
- False ceiling for toilets

Electrification

- Concealed copper wiring with circuit breakers
- T.V. Point, Telephone / Internet point, A/C point
- Adequate electrical points
- Premium quality switches
- Provision of Electrical Point for inverter
- Generator backup for lifts and common areas
-

Purchaser/s	Promoters

Painting

- Superior P.O.P wall finish with acrylic emulsion for internal walls
- Superior quality acrylic paint for External wall

* All amenities facilities and specified items are provided by the developer.
The purchaser / user shall use and maintain the same at its own cost & responsibility after taking possession of the unit / flat.

ANNEXURE 'E'

Description of Facilities in Common / Limited areas

- Health Club
- Swimming Pool
- Tennis Court
- Basket ball half court.
- Children's play park
- Letter box for each apartment.
- Provision of CCTV at main gate
- Solar hot water connections in bathrooms / toilets of units
- Anti termite treatment
- Generator backup for lift & common areas
- Fire fighting system

- * All amenities facilities and specified items are provided by the developer.
- The purchaser / user shall use and maintain the same at its own cost &
- responsibility after taking possession of the unit / flat.

Purchaser /s	Promoters

PROMOTERS

PURCHASER/S

F' RESIDENCES

PROJECT:

15TH FLOOR		SR NO	FLAT NO
1	1501		
2	1502		
3	1503		
4	1504		
5	1505		
6	1506		

TOWER - 7
15 TH FLOOR PLAN

DRAWING TITLE:



