

RERA DRAFT

AGREEMENT

The Agreement has made and executed at Pune this _____ day of _____ 2016

BETWEEN

M/s. Gold Finger Ventures a registered Partnership firm having office at **8, Silver Oak, D II, Sukhwani Shelters, Vallabh Nagar, Pimpri, Pune 411 018.**

PAN: AAHFG 7498 K.

Through its Partner/s:

MRS. VINEETA DEEPAK SHARMA

Age: 44 yrs., **Occ:** Business

R/at: C-24, Kumar Elixir,
Banner Road, Banner, Pune – 411 045

Hereinafter referred to as the “**Developers**” (Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said firm, its partners from time to time, last surviving partner, legal heirs, executors, administrators and assigns)

...PARTY OF THE ONE PART

AND

Name _____
Age: _____ **yrs.**, **Occupation:** _____
R/at: _____
PAN: _____

Hereinafter referred to as the **Purchasers** (Which expression shall unless it is repugnant to the context or meaning thereof shall mean and include his/her/their heirs, legal representatives, executors, administrators, administrators and assigns etc.)

... PARTY OF THE OTHER PART

W H E R E A S:

A. Vide mutation Entry No. 1755 dated 17/06/69, Sub – division measurement No. 12 of 1961 (Phalnibara) of the Properties of Village Wanowrie, Taluka Pune City, District Pune bearing S.No. 86/3+4/A admeasuring 00 H 31 R more particularly described in the First Schedule hereunder written and hereinafter called the “**said Large Property**” came to the Ownership and Possession of Dimaji Piraji Borade, and accordingly the name of said Dimaji Piraji Borade is mutated on the 7/12extract and other revenue records of the said property as Owner and Possessor thereof and Mutation Entry No.

1755 is certified to that effect on 25/07/69.

B. Additional Collector & Component Authority, Pune Urban Agglomeration, Pune has vide order dt: 3rd Sept., 2002 in Case no 752/BO Held that the said large property is within Ceiling limit.

C. As per the final decree passed on 1st November 2006 by the Hon'ble court of the Civil Judge, Senior Division in partition suit bearing RCS No. 557 of 84 the following :

1. Dimaji Piraji Borade,
2. Gopal Dimaji Borade,
3. Bhagwan Dimaji Borade,
4. Dwarkadas Dimaji Borade
5. Ravindra Dimaji Borade,
6. Arun Dimaji Borade and
7. Prakash Dimaji Borade Dimaji

became entitled to 1/7th share each in the said Large Property bearing S. No. 86/3+4/A admeasuring 00 H 31 R and more particularly mentioned in the First Schedule hereunder written. The commissioner appointed in the said suit i.e. RCS No. 557 of 1984 divided the said Large Property by metes and bounds.

D. The sub-Division plans for the said Large Property comprising of seven plots was sanctioned by the Pune Municipal Corporation vide its certificate bearing no. DPO/SEC6/0257/07 /135 dt: 13/02/2008

E. By a Development Agreement dated 22nd May, 2007, duly registered at the office of Sub-Register, Haweli No. 11 at Sr. No. 86/3, 4A vide registration no. 4275 of 2007, entered into between Mr. Ravindra Dimaji Borade of the First Part therein and Mrs. Ines Kumar, Mr. Girdhari T. Chandani, Mrs. Vineeta Deepak Sharma and Gold Finger Reality Investors Pvt. Ltd., of the Second Part therein and Mr. Rohit Ravindra Borade and Mrs Leela Ravindra Borade, Mr. Rahul Ravindra Borade, as Confirming Party therein of the Third Part, the said Mr. Ravindra Dimaji Borade granted Developments Rights in respect of property bearing. **Plot No. 2** admeasuring an area of 386.96 sq, mtrs. i.e. 4165 sq. ft. along with the proportionate share in area of road admeasuring 54.30 sq. mtrs i.e. 584.33 sq.ft. being part of the said Large Property, bearing Survey No. 86/3/4/A (old S. No. 86/3+4A) totally admeasuring 00 H 31 R of village Wanowrie. to Mrs. Ines Kumar, Mr. Girdhari T. Chandani, Mrs. Vineeta Deepak Sharma and Gold Finger Reality Investors Pvt. Ltd., and hereinafter collectively called "**said Partners**".

F. By a Development Agreement dated 22nd May, 2007, duly registered at the office of Sub-Register, Haweli No. 11 at Sr. No. 86/3, 4A vide registration no. 4277 of 2007, entered into between Dr. Arun Dimaji Borade of the First Part therein and said Partners, i.e. Mrs. Ines Kumar, Mr. Girdhari T. Chandani, Mrs. Vineeta Deepak Sharma and Gold Finger Reality Investors Pvt. Ltd., of the Second Part therein and Dr. Mrs. Sunita Arun Borade, Ms. Sarita Arun Borade and Master Anup Arun Borade as Confirming Party therein of the Third Part, the said Dr. Arun Dimaji Borade granted Developments Rights in respect of property bearing. **Plot No. 3** admeasuring an area of 386.96 sq, mtrs. i.e. 4165 sq. ft. along with the proportionate share in area of road admeasuring 54.30 sq. mtrs i.e. 584.33 sq.ft. being part of the said Large Property, bearing Survey No. 86/3/4/A (old S. No. 86/3+4A) totally admeasuring 00 H 31 R of village Wanowrie. to the said Partners namely Mrs. Ines Kumar, Mr. Girdhari T. Chandani, Mrs. Vineeta Deepak Sharma and Gold Finger Reality Investors Pvt. Ltd.

G. By a Development Agreement dated 22nd May, 2007, duly registered at the office of Sub-Register, Haweli No. 11 at Sr. No. 86/3, 4A vide registration no. 4273 of 2007, entered into between Mr. Prakash Dimaji Borade of the First Part therein and the said Partners, i.e. Mrs. Ines Kumar, Mr. Girdhari T. Chandani, Mrs. Vineeta Deepak Sharma and Gold Finger Reality Investors Pvt. Ltd., of the Second Part therein and Dr. Mrs. Pratibha Prakash Borade, Ms. Preeti Prakash Borade and Ms. Neelima Prakash Borade as Confirming Party therein of the Third Part, the said Mr. Prakash Dimaji Borade granted Developments Rights in respect of property bearing. **Plot No. 4** admeasuring an area of 386.96 sq. mtrs. i.e. 4165 sq. ft. alongwith the proportionate share in area of road admeasuring 54.30 sq. mtrs i.e. 584.33 sq.ft. being part of the said Large Property, bearing Survey No. 86/3/4/A (old S. No. 86/3+4A) totally admeasuring 00 H 31 R of village Wanowrie to the said Partners namely Mrs. Ines Kumar, Mr. Girdhari T. Chandani, Mrs. Vineeta Deepak Sharma and Gold Finger Reality Investors Pvt. Ltd.

H. By a Development Agreement dated 7th December 2007, duly registered at the office of Sub-Register, Haweli No. 11 at Sr. No. 86/3, 4A vide registration no. 10524 of 2007, entered into between Smt. Vimal Dimaji Borade of the First Part therein and the said Partners, i.e. Mrs. Ines Kumar, Mr. Girdhari T. Chandani, Mrs. Vineeta Deepak Sharma and Gold Finger Reality Investors Pvt. Ltd., of the Second Part therein, the said Smt. Vimal Dimaji Borade granted Developments Rights in respect of property bearing. **Plot No. 1** admeasuring an area of 386.96 sq. mtrs. i.e. 4165 sq. ft. alongwith the proportionate share in area of road admeasuring 54.30 sq. mtrs i.e. 584.33 sq. ft. being part of the said Large Property bearing Survey No. 86/3/4/A (old S. No. 86/3+4A) totally admeasuring 00 H 31 R of village Wanowrie. to the said Partners namely Mrs. Ines Kumar, Mr. Girdhari T. Chandani, Mrs. Vineeta Deepak Sharma and Gold Finger Reality Investors Pvt. Ltd.

I. By a Development Agreement dated 7th February entered into between Mr. Dwarkadas Dhimaji Borade and M/s Sunny Impex, the said Mr. Dwarkadas Dhimaji Borade granted Development Rights in respect of property bearing. **Plot No. 6** admeasuring an area of 386.96 sq. mtrs. i.e. 4165 sq. ft. alongwith the proportionate share in area of road admeasuring 54.30 sq. mtrs i.e. 584.33 sq.ft. being part of the said Large Property bearing Survey No. 86/3/4/A (old S. No. 86/3+4A) totally admeasuring 00 H 31 R of village Wanowrie. to the said M/s Sunny Impex the Developers therein, the stamp duty on the said Development Agreement dated 7th February 1995 was subsequently paid under the Amnesty Scheme under case No. 32370 (6) and further by Development Agreement dated 12th September 2007, duly registered at the office of Sub-Register, Haweli No. 11 at Sr. No. 86/3, 4A vide registration no. 7775 of 2007, entered into between the said M/s Sunny Impex of the First Part therein and the said Partners, i.e. Mrs. Ines Kumar, Mr. Girdhari T. Chandani, Mrs. Vineeta Deepak Sharma and Gold Finger Reality Investors Pvt. Ltd., of the Second Part therein, the said M/s Sunny Impex granted Developments Rights in respect of property bearing. **Plot No. 6** admeasuring an area of 386.96 sq. mtrs. i.e. 4165 sq. ft. alongwith the proportionate share in area of road admeasuring 54.30 sq. mtrs i.e. 584.33 sq.ft. being part of the said Large Property bearing Survey No. 86/3/4/A (old S. No. 86/3+4A) totally admeasuring 00 H 31 R of village Wanowrie. to the said partners, i.e. Mrs. Ines Kumar, Mr. Girdhari T. Chandani, Mrs. Vineeta Deepak Sharma and Gold Finger Reality Investors Pvt. Ltd.

J. The said Plot No. 1, 2, 3, 4 and 6 along with the 5/7th share in the area of road admeasuring 54.30 sq. mtrs i.e. 584.33 sq. ft. on the eastern side of the property bearing

Survey No. 86/3/4/A (old S. No. 86/3+4A) totally admeasuring 00 H 31 R of village Wanowrie are hereinafter collectively referred to as the "**said Development Property**".

K. The Partners have purchased the Development Rights of the said Development Property for and on behalf of the Partnership of Gold Finger Ventures, the Developers herein and the same is recorded in the Deed of Partnership dated 27th March 2008.

L. By Sale Deed dated 22nd April 2008, Mr. Gopal Dimaji Borade sold, transferred and conveyed the property bearing sub-divided **Plot No. 5** admeasuring 386.96 Sq. Mtrs. i.e. 4165 Sq. Ft. along with proportionate share in area of the road admeasuring 54.30 Sq. Mtrs. i.e. 584.33 Sq. Ft. being part of the said Large Property being his 1/7th undivided share from and out of the said Large Property bearing S. No. 86/3/4/A (old S. No. 86/3+4A) totally admeasuring 00 H 31 R of Village Wanowrie in favour of M/S. Gold Finger Ventures, the Developers herein The said Sale Deed is duly registered at the Office of sub – Registrar Haveli No.17 at Serial No. 4127/08 on 24/04/2008. In pursuance of the said Sale Deed the name of M/s.. Gold Finger Ventures through its Partners Mrs. Vineeta D. Sharma and Gold Finger Reality Investors Pvt. Ltd., through its Director Mr. Deepak R. Sharma is duly mutated on the 7/12 extract and other revenue records of the said property vide Mutation Entry No. 5519, certified on 30/01/2010, to the extent of area purchased by it.

M. The said Development Property, Plot No. 5 along with proportionate share in area of the road admeasuring 54.30 Sq. Mtrs. i.e. 584.33 Sq. Ft. being part of the said Large Property are hereinafter collectively referred to as the said Property and is more particularly described in the Second Schedule hereunder written.

N. In view of the aforesaid the Developers are entitled to develop the said Property and the Developers have submitted the building plans for approval to the Pune Municipal Corporation.

O. The Developers have proposed to construct Residential cum Commercial building known as "**GREEN WOODS**" on the said Property. The Developers have through the licensed Architect, Mr. Laxman Thite prepared the building plans for the residential buildings to be constructed on the said Property which is admeasuring 2321.76 sq. mtrs more particularly described in the SECOND SCHEDULE hereunder written, which includes 116.09 sq. mtrs., of the Amenity area which is to be handed over and conveyed to Pune Municipal Corporation as required under the applicable regulations and is hereinafter referred to as the "**said Property**" and submitted the same to the Pune Municipal Corporation for approval. The Developers have also appointed Mr. B. A. Bhillare, as Structural Engineers for preparing structural designs, drawings and specifications of the said Building and the Purchaser/s accept the professional supervision of the said Architect and said Engineers till the construction of the said Building, unless otherwise changed.

P. The Building plans for the said Building known as "**GREEN WOODS**" has been approved by the Pune Municipal Corporation vide Commencement Certificate bearing No. CC/1804/10 dated 6th September 2010 for the construction of the multi-storied buildings comprising of two wings i. e. Wing A and B for residential or commercial use on the property which is more particularly described in the Second Schedule hereunder written and hereinafter called the "**said Property**". The said building comprises Ground + 8 floor or more Upper floors and the said Building is known as "**GREEN WOODS**"

and hereinafter referred to as the **“said Building”**. Wing B is composite for Residential and Commercial use. The basements underneath Wing B will be for parking for two wheelers.

Q. Building plans has been approved under commencement Certificate dated 6th September, 2010 were revised and Pune Municipal Corporation has vide Commencement Certificate bearing No.CC/2710/11 dated 25th October, 2011, sanctioned the Revised plans. Accordingly the Developers commenced construction of Wing B and has since completed the construction thereof and has also received part Completion Certificate in respect of the Said Wing B.

R. The Developer proposes to construct Wing A comprised of Stilt + 8 Upper floors. However, at present the Developer has submitted the plans for Stilt, First and half of the Second Floor, which have been approved under the aforesaid Commencement Certificates, which Commencement Certificate has been revalidated by Pune Municipal Corporation under No.CC/2758/14 dated 12th December, 2014. The Developers have commenced the construction of Wing A by taking into consideration that ultimately the said Wing A will comprised of Stilt + 8 Upper floors. The Developers propose to amend the approved building plans by loading transferable development rights permitted to be loaded on the Said Property, as the receiving land and construct further half of the second floor and third to eight floors, as per the proposed plans, copy of which is annexed hereto as ANNEXURE VI collectively.

S. The Developers have received Part Completion for B Wing from Pune Municipal Corporation vide Certificate No. OCC/0250/15 dt: 29/05/2015

T. The Developers alone have the right to sell, flats, shops, offices, parking spaces whether covered, open or podium, stilt, Stack etc. in the said Building under construction by the Developers on the said Property to be known as **“GREEN WOODS”** and to enter into Sale Agreements with various Purchaser/s and to receive Sale Price in respect thereof.

U. Copies of the following documents are attached hereto as Annexure I to VI.

- I.** Copies of the 7/12 Extracts.
- II.** Copy of Commencement Certificate No. CC/1804/10 dated 6th September 2010, Commencement Certificate NO.CC/2710/11 dated 25th October, 2011, Commencement Certificate NO.CC/2758/14 dated 12.12.2014.
- III.** Search & Title report dt: 18th October, 2011 given by Advocate Ms Sandhya Borse.
- IV.** Part Completion Certificate for B-Wing - Certificate No. OCC/0250/15 dt: 29/05/2015
- V.** Copy of typical Floor Plan for Wing A

V. The Purchaser/s has/have demanded from the Developers and the Developers have given to the Purchaser/s inspection of all the documents of Title in respect of the said Property and the Plans, Designs, Specifications prepared by the Developers Architects and approved/sanctioned by Pune Municipal Corporation and all 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 MOFA Act") and Rules made thereunder as amended from time to time.

W. It is clarified by the Developers that the aforesaid sanctioned building plans, although approved by Pune Municipal Corporation are liable to be amended or revised and/or changed by Pune Municipal Corporation and other concerned public bodies and authorities. The Developers reserve the right to do so and this right of the Promoters is acknowledged and accepted by the Purchaser/s. The Developers are proposing to amend the sanctioned plans as relates to Wing A & B.

X. AND WHEREAS the ALLOTTEE has offered for allotment of an Apartment/Shop on ---- floor (hereinafter referred to as the said apartment) in the ----building (hereinafter referred to as the said building)being constructed in the project named AKSHAY CLASSIC on the said land by the Promoter.

Y. AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. ----- on -----floor in wing situated in the building No. '----' being-----constructed in the said Project land;

Z. AND WHEREAS the carpet area of the said Apartment is-----square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment;

AA. AND WHEREAS the Apartment also has one attached balcony/terrace of an area admeasuring-----Sq.mt and an enclosed balcony of area admeasuring-----Sq.mt attached to the said Apartment for the exclusive use of the Allottee.

BB. This agreement is entered into by the Purchaser/s on a specific understanding that the Purchaser/s shall not insist upon the Conveyance/Lease being executed in favour of the proposed/said Organization (defined herein after) until the Development of the said Property including the said Building known as "**GREEN WOODS**" is complete in all respects.

CC. Relying upon the said application, declarations and agreement herein contained the Developers have agreed to sell to the Purchaser/s the said Premises on the price and on terms and conditions hereinafter appearing.

DD. Prior to / At the time of execution of these presents, the Purchaser/s has/have paid to the Developers a sum of

1.		
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2.		
3.		
4.		
5.		
6.		
7.		

being the earnest payment of the sale price of the said Premises, agreed to be sold by the Developers to the Purchaser/s, as deposit and the Purchaser/s has agreed to pay to the Developers the balance of the sale price of the said Premises in the manner hereinafter appearing.

EE. Under section 4 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, the Developers are required to execute a written agreement for the Sale of the said Premises to the Purchaser/s being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

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

1. The recitals hereinabove shall form an integral and operative part of this Agreement as if the same were incorporated herein verbatim and to be interpreted and construed and read accordingly.
2. The Developers are developing the said Property situated at Wanowrie, Pune, in the Registration District and Sub-District of Haveli, Pune, lying, being and situated off Salunke Vihar Road Wanowrie, Taluka Pune City, in the District of Pune, more particularly described in the SECOND SCHEDULE hereunder written, hereinafter referred to as the "**said Property.**"
3. The Developers are constructing a Building known as "**GREEN WOODS**" consisting of multi-storied Building/s having two wings i.e. Wing A and B, as per plans sanctioned by the Pune Municipal Corporation under Commencement Certificate dated 6th September 2010 bearing No. CC/1804/10 issued by Executive Engineer copies of which are annexed hereto and marked Annexure II. The Purchaser/s confirmed that he/she/they has/have inspected the Original of the said Sanctioned Plans, and Commencement Certificate. The Purchaser/s further confirm/s that the copies annexed hereto are the true copies of the Commencement Certificate inspected by the Purchaser/s. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except (i) any alteration or addition required by any Government authorities or due to change in

law, or (ii) the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or Engineer after proper declaration and intimation to the Allottee.

3.1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. -----of the type ----- of carpet area admeasuring ----- sq. metres on -----floor in the building ----- alongwith usable floor area of enclosed balcony admeasuring --- sq.mt., usable floor area of attached Balcony admeasuring --- sq.mtrs. usable floor area of attached balcony admeasuring ----- sq.mtrs. and attached usable floor area of Terrace ----- sq.mtrs marking a total usable floor area including the carpet area of ----- sq.mtrs (hereinafter referred to as the Apartment) as shown in the floor plan thereof hereto annexed and marked Anexures C-1 and C-2 for a lump sum consideration of Rs. ----- including Rs. ----- being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

4. The Purchaser/s hereby agree/s to Purchase from the Developers and the Developers hereby agree to sell _____ admeasuring _____ (Carpet Area) on 1st Floor of "B" Wing in the Building known as "**GREEN WOODS**" under construction on the said Property, which Flat is delineated to the Plan annexed hereto as **Annexure V** (hereinafter called the "**Said Premises**") at or for the consideration of Rs. _____ (Rupees _____only), including the consideration for proportionate common areas the nature, extent and description of common areas and facilities are more particularly described in the FOURTH SCHEDULE hereunder written.

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking space bearing NO. ----- situated at ----- being constructed in the layout for the consideration of Rs. -----/-

1(b) The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs. -----/-

1(c) The allottee has paid on or before execution of this agreement a sum of Rs. (Rupees - -----only) as advance payment and hereby agrees to pay to the Promoter in following manner :

PAYMENT PLAN	Amount in Rupees	
Booking Amount	15%	
At Plinth	15%	
On Casting of First Slab	15%	
On Casting of Second Slab	15%	
On Casting of Third Slab	10%	
On Brick Work & Plastering	10%	
Flooring	10%	
At the Time of Possession	10%	
Grand Total		

It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Building in which the said Apartment is located and the Promoters shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the hereinabove Payment Plan and to demand from the Allottee/s the aggregate of the installments towards the agreed consideration mentioned in such installments.

5.1.2. The balance amount payable against possession of the said Premises being offered by the Developers to the Purchaser/s as Licensee, pending execution of Deed of conveyance and or Deed of Transfer or Lease in favour of any Co-operative Housing Society or Limited company or condominium of Apartments, as the case may be and upon execution of such conveyance or Lease or Deed of Transfer such License to enter upon and enjoy the said Premises in favour of the Purchaser/s, shall automatically become the absolute possession of the Purchaser/s. The Purchaser/s shall without fail and without any delay or default or demur pay the aforesaid installments on its respective due dates, as time in respect of each of the said payments is OF THE ESSENCE OF THE CONTRACT. The Developers will forward by courier to the Purchaser/s, intimation of the Developers having carried out/commenced the aforesaid work, at the address given by the Purchaser/s under this Agreement and the Purchaser/s will be bound to pay the amount of installments within eight days of Developers dispatching such intimation. The Developers shall keep the certificate of their Architect/s certifying that the Developers have carried out/commenced the aforesaid work and such certificate will be open for inspection to the Purchaser/s at the office of the Developers. The Said certificate shall be valid and binding upon the Purchaser/s and the Purchaser/s agree not to dispute the same.

6. The said Premises as stated in Clause 4 above admeasures about _____ is called as total usable area. The Purchaser/s is/are further provided with certain common areas such as two wheeler parking at basement levels, passages, lift well, staircase, entrance lobby, etc., as stated in Fifth Schedule hereunder written. The Purchaser/s is/are informed that the cost of proportionate common areas has been charged to the Purchaser/s. The Purchaser/s has/have prior to the execution of this Agreement, satisfied himself as to the measurements of the Carpet Area, the Usable Area.

7. The consideration mentioned in clause 4 & 5 above is exclusive of taxes, cesses and levies, if any. Purchaser/s is/are specifically informed that the Government of India and the Government of Maharashtra has levied Service Tax and VAT, Goods and Service Tax (GST) the Purchaser/s has/have agreed to pay the said Service Tax from time to time along with the amount of installment and VAT amount simultaneously with the execution of the agreement whether pursuant to orders of concerned authorities or as required under law. In addition to the payment of Service Tax and VAT as stated above, any taxes or levies that the Central Government, Government of Maharashtra or the local authorities may levy, the same will be payable by the Purchaser/s and the Purchaser/s agrees to pay the same, simultaneously with the installment upon payment of the top/last Slab or as may be required under concerned law.

8. The Purchaser/s agree and confirm that the installments payable by the Purchaser/s under these presents shall be paid on its respective due dates without any

delay, demur or default as TIME IS THE ESSENCE OF CONTRACT, in respect of each of the payment of installments and in respect of all amounts payable under these presents by the Purchaser/s Upon delay or default on the part of the Purchaser/s in payment of any of the installments or amount, the Developers shall be entitled to interest at the rate of 21% per annum on all such amounts and installments from the date of default till receipt of payment by the Developers. Without prejudice to their rights in law and under these Presents, upon delay or default by the Purchasers in payment of installments or any other amount or amounts, under these presents, on the due date (including his/her proportionate share of taxes, rates, cesses, Other charges, and all other outgoing), the Developers shall, at their option, be entitled to terminate the Agreement. PROVIDED AND ALWAYS that the power to terminate, herein contained, shall be exercised by the Developers after giving the Purchaser/s 15 days prior notice in writing of their intention to terminate this Agreement specifying the breach or breaches of the terms and conditions on the account of which the Developers intend to terminate the Agreement, and the Purchaser/s fails in remedying such breach or breaches within the stipulated period of fifteen days from the date of such notice from the Developers. It is further agreed that upon termination of this agreement, as stated herein, the Developers shall refund to the Purchaser/s without interest the installments of part payments of sale price if any (excluding earnest money deposit which shall stand forfeited and the Purchaser/s shall have no claim or right on the same), which the Purchaser/s may have, till then, paid to the Developers. Upon termination of this agreement and refund of the aforesaid amount by the Developers, the Developers shall be at liberty to dispose of and sell the said Premises, to such person or persons, at such price and on such terms and conditions as the Developers may, in their absolute discretion, deem fit and the Purchaser/s agrees that it shall not be entitled to question such sale or to claim any amount from the Developers and further agrees that Developer's sending the said refund by cheque, to Purchaser/s, at the address given by the Purchaser/s in these presents, whether the Purchaser/s encashes the cheque or not, will amount to the refund of said payments required to be refunded.

9. The Purchaser/s hereby expressly consent/s to the Developers re-aligning, re-designing any building or buildings or wing/s or the recreation area or internal road and passages and such other area or areas which the Developers may desire to re-align and re-design. If the Wing, in which the Purchaser/s has/have agreed to acquire the said Premises, is completed earlier than the other Premises in the said Building, then the Purchaser/s confirm/s that the Developers will be entitled to utilize any F.S.I. which may be available, on the said Property more particularly described in the Second schedule hereunder written or any part thereof. Till the said Building **GREEN WOODS**, is completed and the F.S.I. available on the said Property is duly utilized by the Developers and the amount or amounts receivable by the Developers and all obligations required to be carried out by the Purchaser/s herein and other Purchaser/s of premises from the Developers are fulfilled by them, the Developers shall not be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or Condominium or Apartments as the case may be and the Purchaser/s agree/s and irrevocably agree and covenants not to raise any demand or dispute or objection in that behalf.

10. The Developers, upon specific sanction by Pune Municipal Corporation has specifically constructed basement below B-Bldg for two wheeler parking/s Specifically for the commercial tenements i.e. for Shops & Offices only The Developers have at the request of the Purchaser/s, allotted to the Purchaser/s car parking/s in open parking

area as attendant/appurtenant to the said Premises. The Developers shall inform the Society on incorporation the particulars of all car parkings allotted to various Purchaser/s of Premises for the record of the Society when incorporated. The Purchaser/s is/are aware that the said basement has/have been specifically constructed as sanctioned by the Pune Municipal Corporation for two wheeler parking and the Purchaser/s agree/s and undertake to use the said area only for parking and for no other purpose. The Purchaser/s is/are also aware that the Developers have allotted to some other Purchaser/s the exclusive right to park cars as attendant to/appurtenant to the said Premises allotted to them in the space approved for parking vehicles, i.e. ground floor areas shown in the plan hereto and the Purchaser/s herein hereby unconditionally accept/s and confirm/s the same and agree/s not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agree/s to vote in favour of creation of such exclusive rights if at any stage any voting takes place on a resolution passed in this regard at any meeting at the time or after the formation of the society in the meeting of the society, whether General Body Meeting or of any Managing Committee in respect thereof or otherwise in any manner whatsoever including by circular resolution. These exclusive rights to park car/s as aforesaid are both inheritable and transferable and will stand attached to the said Premises and the same shall not be transferred by the Purchaser/s otherwise than with the transfer of the said Premises. The Purchaser/s agree/s and undertake/s to support any further exclusive rights to park that may be created by the Developers herein in favour of the Purchaser/s herein or purchasers of other premises in the said Building GREEN WOODS, which may be hereinafter made without any objection whatsoever and also agree/s and undertake/s not to object to and further to specifically vote in favour of such exclusive rights in any resolution that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the Society or otherwise in any other meeting, including by circular resolution. The Purchaser/s is/are aware that specifically relying on the aforesaid assurances and undertakings, the Purchaser/s is/are sold the said Premises by the Developers and is specifically granted exclusive rights to park as stated herein. Agreed further that the irrevocable consent given herein shall be treated as an affirmative vote of the Purchaser/s and the Purchaser/s would be deemed to have assented to any resolution put up by the Society or Managing Committee referred to hereinabove.

11. The Developers are developing the said Property upon sanction of the layout by the Pune Municipal Corporation. In the said Layout the Developers have proposed construction of various buildings or wings, a copy of the proposed layout plan is annexed hereto. The Developers will have the rights to vary, amend or modify the Layout plan and exercise such rights as are vested u/s. 7A of the MOFA Act or otherwise. The Purchaser is specifically made aware and have been disclosed the plans for amendment of plans in respect of Wing A & B. Specially the proposed amendment for construction of balance half of the Second Floor and Third to Eight floors in Wing A, as per the proposed plan, copies of which are annexed hereto as ANNEXURE VI, as also for additional buildings/structures in the Layout and have understood and agreed to the exclusive rights of the Developers for putting up such additional constructions including that of the amenity building and the amendments and modifications thereto. The Purchaser has taken the inspection of the approved building plans and have also taken inspection of the proposed floors i.e. the additional half floor on the second floor and the third to eight floors of Wing A and having understood the proposed floors or alterations to Wing A, agreed to purchase the said flat.

12. The possession of the said Premises is subject however to the fact that the construction of the building is not delayed on account of non availability of steel, cement and other building material, water or electricity supply or due to acts of God, Civil Commotion, Riot, War or any notice, order, rule, notification of the Government and/or any other Public Body and/or Competent Authority, and there is no delay in issue of Occupation Certificate and/or Building completion Certificate by the Pune Municipal Corporation and/or planning Authority and for other circumstances beyond the control of the Developers, expected to be handed over by the Developers to the Purchaser/s by 31st December, 2015, provided the Developers have received the full purchase price of the said Premises and the other amounts payable by the Purchaser/s. The Developers agree that if, for the reasons beyond their control, they are unable to give possession of the said Premises by the date stipulated hereinabove, they shall, on demand by the Purchaser/s, be liable to refund to the Purchaser/s the amounts already received by them in respect of the said Premises together with simple interest @ 9% p.a. It is agreed that upon refund of the said amount, as stated hereinabove, the Purchaser/s shall have no right, title, interest, claim or demand of any nature whatsoever either against the Developers or against the said Premises or against the said Property in any manner whatsoever and the Developers shall be entitled to deal with and dispose off the said Premises to any person or persons as the Developers, may at their absolute discretion, desire.

13. The Purchaser/s and persons to whom the said Premises are transferred shall, from time to time, sign all applications, papers, and documents and do all acts, deeds and things as the Developers or the Co-operative Housing Society and/or the Limited Company and or Condominium of Apartment Owners (as the case may be) may require, for safeguarding the interest of the Developers and/or the Purchaser/s and other Purchaser/s in the said Property more Particularly described in the SECOND Schedule hereunder written.

14. The Purchaser/s hereby agrees that in the event any amount by way of premium or security deposit or betterment charges or development charges or tax or security deposit, for the purpose of giving water connection, and electricity connection or any other tax or payment of a similar nature is payable to the Pune Municipal Corporation or to the State Government and/or Central Government, the same shall be paid by the Purchaser/s to the Developers in proportion to the area of the Said Premises and in determining such amount the discretion of the Developers shall be conclusive and binding upon the Purchaser/s.

15. **A)** The Purchaser/s shall at the time of delivery of the possession of the Said Premises pay to the Developers the following amounts:

1.		Being agreed legal charges and expenses (are to be paid before execution of agreement along stamp du regis.)
2.		For share application charges.
3.		For formation and registration of Housing Society.
4.		Electricity meter connection, cable charges, transformer, and development charges etc.
5.		Towards Provisional maintenance deposit for Twenty Four (24) months from the date of offer of possession.

		Total amount receivable before possession.
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aforesaid amount are to be paid before possession is given, the Developers shall, without having been accountable therefore, utilize the sum mentioned in sub-clause (1) to (4) of clause 15 (A) paid by the Purchaser/s to the Developers for meeting all legal costs, charges and expenses, including professional costs of the Attorney at Law/Advocates of the Developers in connection with formation of the said Society preparing and engrossing this Agreement and the Conveyance or Conveyances.

B) The aforesaid amount [in sub clause (5) of Clause 15 (A)] after deduction therefrom arrears of taxes and maintenance expenses incurred, will be transferred by the Developers to the Society as and when such Co-operative or Limited Company or Condominium of Apartment is formed and after the said Property is finally transferred to such Co-operative Society or Limited Company Condominium of Apartment as the case may be. If, however such Organisation is not formed, the said amounts will be retained by the Developers and the same will not be refunded to the Purchaser/s.

16. It is agreed between the Developers and the Purchaser/s that, commencing a week after the notice in writing is made by the Developers to the Purchaser/s that the Premises is ready for use and occupation, the Purchaser/s shall be liable to take possession of the Said Premises and pay the proportionate share (i.e. in proportion to the floor area of the Said Premises) of all outgoing in respect of the said Property, the proposed building including VAT, Service Tax and any other local taxes and cesses, rates all other levies by the local authority, government, water charges, Insurance charges, common lights, repairs, salaries of clerks, Bill Collector's charges, Chowkidar and Sweeper charges, maintenance charges and all other expenses necessary and incidental to the administration, management and maintenance of the said Property and the said Building and until the said Property and the said Building is transferred to any Co-operative Society, Limited Company or Condominium of Apartment as the case may be, the Purchaser/s shall continue to pay to the Developers the proportionate share of outgoing as may be determined by the Developers. The Purchaser/s further agrees that till the Purchaser/s share is so determined the Purchaser/s shall pay to the Developers the provisional monthly contribution of **Rs. _____** per month towards such outgoings and taxes in advance at the time of the possession for 2 years. The amount so paid by the Purchaser/s to the Developers shall, remain with the Developers till a Conveyance, Lease or Deed of Transfer as provided herein, is executed in favour of any society, Limited Company or Condominium of Apartment as the case may be, subject however to the provisions of Section 6 of the Said MOFA Act. On such Lease or Deed of Transfer being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall, as provided in Clause 15 (B), be paid over by the Developers to the Society or Limited Company or Condominium of Apartment/Owners as the case may be. The Purchaser/s undertakes to pay such provisional monthly contribution and charges regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

17. On receipt by the Developers, the full payment of the amounts due and payable by them the Purchaser/s of all premises and not earlier than 1 year and subject to clauses no. 20, 22, 23 and 24 hereinafter and from the date of Completion Certificate of both wings, the Developers shall co-operate with the Purchaser/s in forming and registering

or incorporating a Co-operative Society or Limited Company or Condominium of Apartment as the case may be subject to the rights of the Developers under this Agreement, and execute or cause to be executed, as provided herein, Conveyance / Lease Deed and/or Deed of Transfer when to such Co-operative Society or Limited Company or Condominium of Apartments.

18. The Developers are proposing to add further Wings to the said Building in addition to Wings "A" and "B" for Residential/Commercial user and is preparing the plans in respect thereof. The Developers will submit such plans to the planning authority i.e. Pune Municipal Corporation and if sanctioned the Developers shall have the right to construct additional Wing to the said Proposed Building known as "**GREEN WOODS**" and the Purchasers shall not have any objection in respect thereof and the Purchasers do give his/her/its specific consent in respect thereof.

19. The Purchaser is aware that Ground Floor & First Floor of Wing "B" of the said Building "**GREEN WOODS**" is composite for residential and commercial use including Hospital, Clinic, Restaurant etc and that the Developers will be selling and/or has sold the shops/units on Ground/First Floor to the various interested Purchaser/s or who will have the right to use the said shops/units for all permitted users.

20. It is specifically brought to the notice of the Purchasers and the Purchasers agree that the said Property and the proposed building "**GREEN WOODS**" Layout is sanctioned in respect of the said Property or that may be sanctioned or the Layout that in future, upon revision, may be from time to time sanctioned and as such till a Co-operative Society, Limited Company or Condominium of Apartments (Said Organization) is formed and registered and deed of transfer in respect of the said Property and the Building is executed the Developers will be permitted to have the entire available FSI including TDR which could be used on the said Property whether sanctioned or not and shall be entitled to utilize the same by making additions, alterations or putting up any additional structures to the said Building or separate buildings as per the plan that may be approved by the local authority or the Government of Maharashtra or any other Competent Authority so as to consume the entire available FSI in respect of the said Property that may be available even after registration of the Organization but before transfer of the said Property to the name of the said Organization. Such addition, structures or floors, shall be the property of the Developers and the Developers will be entitled to dispose off the same in any manner as Developers may deem fit without adversely affecting the Said Premises agreed to be purchased by the Purchasers even after transfer of the said Property.

21. It is expressly agreed that right of the Purchaser/s under this Agreement is only restricted to the premises agreed to be sold by the Developers and agreed to be acquired by the Purchaser/s and all the other premises and portion or portions of the said Building or proposed additional Wings and the said Property including the Lay out road, recreation ground etc. shall be the sole property of the Developers. The Developers shall be entitled to develop the same in whatsoever manner they may deem fit and proper, without any reference, resource, consent or concurrence from the Purchaser/s in any manner whatsoever. The Purchaser/s do/doth hereby confirms and consents to the irrevocable right of the Developers, to develop the said Property including the said Building known as "**GREEN WOODS**", on the said Property more particularly described in the Second Schedule hereunder written, in whatsoever manner the

Developers may deem fit and proper without any further reference or other consent or concurrence in future.

22. In the event of Developers permitting formation of any proposed Co-operative Society, Limited Company or Adhoc Committee of Purchaser/s, Building –wise, Zone wise, Wing-wise, Phase-wise on the said Property more particularly described in the Second Schedule hereunder written or additions and extensions or additional wing/s thereto on the said Property, as the Developers may in their sole discretion desire, such proposed Society or Limited Company or Adhoc Committee shall not call upon and will not demand formation and registration of any Society, Limited Company or Condominium of Apartments and shall not take require the Developers to handover the charge or demand administration of the said Building , till all the Wings of the said Building are duly completed by the Developers and till entire F.S.I. including TDR consumption benefits available in respect of the said Large Property is duly utilised by the Developers together with any further or other F.S.I./TDR which may become available in respect of the said Large Property is fully utilised by the Developers and all the Purchaser/s of Premises have observed and performed and fulfilled their obligations under the Agreement for acquiring the Premises with the Developers as contained herein without any delay or default. The Purchaser/s further confirm that any such proposed Society, Limited Company or Condominium of Apartments Owners or Adhoc Committee shall be subject to over all paramount rights of control and management by the Developers alone.

23. Notwithstanding what is contained to the contrary, the Developers shall be entitled to convey, Lease or cause to be conveyed, Leased or demised the said Property or any part thereof, or portion or portions thereof either Building-wise, Zone-wise, Phase-wise, or Wing-wise to independent Society, Limited company or Condominium of Apartments or Body of persons or Association of persons, as the case may be, at the sole option of Developers, the option to be selected and exercised by the Developers, and the Purchaser/s confirms that neither the Purchaser/s will be entitled to call upon or compel nor will they demand the Developers to select any specific option.

24. Subject to terms of this agreement being fulfilled by the Purchaser/s and subject to the provisions of this Agreement the Developers shall cause Owners to execute, Conveyance/Transfer Deed /Lease Deed as are permissible under law in respect of the said Property or any part thereof or execute lease or sub-lease in respect of the said Property, (after deducting therefrom the Amenity area required to be conveyed to the Pune Municipal Corpotation) or any part thereof either portion-wise or wing wise as the Developers may desire to such proposed Co-Operative Society, Limited Company or Condominium, as the Developers may decide. If so required the Developers shall join as Confirming Party to the execution of such document of Transfer. All costs, charges, expenses by way of stamp duty and registration fee and all other expenses whatsoever, shall by borne and paid by the Purchaser/s alone with other prospective Purchaser/s of premises on pro-rata basis. Contribution of the Purchaser/s shall be determined by the Developers. Contribution determined by the Developers shall be valid and binding upon the Purchaser/s and the Purchaser/s shall not object to or oppose or dispute the same in any manner whatsoever. Simultaneously along with Transfer Deed and/or conveyance and/or lease in respect of the said Property, (after deducting therefrom the Amenity area required to be conveyed to the Pune Municipal Corpotation) or any part thereof being executed, either by the Developer or the Owners, the Developers shall execute the Deed of Conveyance/Lease Deed of the said Building and shall also hand over or cause

to be handed over possession of the said Premises to the Purchaser/s herein along with all other prospective Purchaser/s as the case may be.

25. It is expressly agreed between the Developers and the Purchaser/s that the Said Premises shall be utilised for residential/Commercial (as the case may be) purposes and garages/open car parking space/ area covered under the stilt, stack parking, podium (Parking Area) shall be used only for parking vehicles pertaining to the Purchaser/s and for no other purpose or purposes whatsoever. The Purchaser/s agrees not to change use of the said Premises/ Parking Area without prior consent in writing of the Developers, which the Developers if they so desire, will be entitled to refuse. Any unauthorised change of user by the Purchaser/s shall render this Agreement Void/Voidable and the Purchaser/s, in that event, shall not be entitled to any right arising out of this Agreement.

26. The Developers have obtained the title of the said Owners/Developer/s to the said Property. A copy of the said Certificate is annexed as "III" hereto. The Purchaser/s confirms having inspected the original title certificate and accepts the said title certificate and agree not to raise any further or other requisition or objection to the title of the said Owner and or Developers in respect of the said Property and further confirms that the copy annexed hereto is the true copy of the original Title Certificate of the said Owners and/or Developers in respect of to the said Property.

27. The Purchaser/s confirms that the Developers have given full, free and complete inspection of documents of title in respect of the said Property, and the Purchaser/s confirms that he/she/they has/have entered into Agreement after inspecting the aforesaid documents.

28. It is expressly agreed that the said Premises (save and except garage car parking space, stack parking, area covered under stilt, podium parking, stack parking which shall be a normal brick structure with cement plaster and cement flooring) shall contain specifications, fixtures, fittings and amenities as set out in the THIRD SCHEDULE hereunder written and the Purchaser/s confirms that the Developers shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Premises.

29. Notwithstanding anything what is contained herein to the contrary, it is expressly agreed between the Developers and the Purchaser/s that the Developers shall be entitled to utilise and enjoy, either personally or through any nominee, all area or areas of the said Property, as may be available from time to time, including areas if any reserved for public utility including recreation etc., by utilising the same as the Developers may deem fit. The Purchaser/s is/are specifically made aware that the proposed building in the layout sanctioned by Pune Municipal Corporation. The Developers may be required, either by Pune Municipal Corporation or Planning Authority or Commercial Considerations, to amend, alter or modify the layout of the said Property. The Purchaser/s shall not and do not have any objection either to modification of layout or construction of additional wings or other buildings in layout and or modification of layout, which is proposed by the Developers in order to construct further, Wings to the said Building as duly sanctioned by the concerned authority and the Purchaser/s irrevocably consents to the same

30. The Developers will sell all premises, intended to be constructed on the said Property, with a view ultimately that the Purchaser/s of all the Premises in the said

Building shall be admitted to such Co-operative Housing Society, Limited Company or Condominium of Apartment Owners, of all such prospective Purchaser/s of premises (hereinafter referred to as the "**Said Organization**"). Upon the respective Purchaser/s of all the Premises in such Building/s paying, in full, their respective dues, payable by them to the Developers and complying with the terms and conditions of their respective Agreements with the Developers, the Developers shall cause Owners to transfer or cause to be Leased or demised and transferred, the said Property, (after deducting therefrom the Amenity area required to be conveyed to the Pune Municipal Corporation) on which the said Building known as "**GREEN WOODS**" is standing and the open space appurtenant thereto, in favour of the said Organization of various Purchaser/s respective premises. The open spaces, garden and recreation area if any may be conveyed/leased to a federal or independent Society. The Purchaser/s however will have the common right together with all other Purchaser/s in the various buildings being constructed on the said Property, more particularly described in the Second Schedule hereunder written, to access, use and enjoy subject to Bye-Laws and regulations to be framed by the Developers of the said Building in the said Property or the federal or independent Society from time to time. It is specifically brought to the notice of the Purchaser/s that the Building known as "**GREEN WOODS**".

31. Upon the Purchaser/s taking possession of the said Premises, he/she/they shall have no claim against the Developers as regard the quality of the building material used for construction of the Premises or the nature of the construction of the said Premises or otherwise howsoever. Provided that if within a period of one year from the date of handing over possession of the said Premises to the Purchaser/s, the Purchaser/s brings to the notice of the Developers, any defects to the building, in which the said premises are situated, or the material used therein. Then, wherever possible such defects, shall be rectified by the Developers at their own cost and in case it is not possible to rectify such defects then the Purchaser/s shall be entitled to receive from the Developers reasonable compensation for such defect.

32. Notwithstanding anything to the contrary contained in this Agreement the Purchaser/s hereby agrees to contribute and pay his/her/their proportionate share towards the costs, charges, expenses, Municipal taxes, and outgoings in respect of the items specified in the FIFTH SCHEDULE hereto such share to be determined by the Developers having regard to the area of each Flat/Shop/Office/Premises/Garage. The Purchaser/s will not be entitled to ask for adjustment on the deposit amounts mentioned herein against the expenses, Municipal taxes and outgoings specified in the FIFTH SCHEDULE hereunder given.

33. So long as each Flat/Office/Shop/Premises/garage in the said Building shall not be separately assessed for Municipal taxes and water taxes, the Purchaser/s shall pay to the Developers, or to the said organization, when formed, a proportionate share of the Municipal Tax and Water Tax assessed on the said Building on the basis of the area of each Flat/Office/Shop/ Premises/garage, etc., which are not sold and disposed off by the Developers. The Purchasers and/or the Society if by then registered will be entitled to the refund of the Municipal Taxes and water taxes on account of the vacancy of the said flat Premises/ Garage etc.

34. The Purchaser/s shall neither use the said Premises for any purpose other than as set out in these presents nor use the same for any purpose which may or is likely to

cause nuisance or annoyance to occupiers of the other premises in the said Building or for any illegal or immoral purpose.

35. The Purchaser/s for himself/herself/themselves with intention to bring all persons into whosoever hands the said Premises may come doth/do hereby covenant with the Developers as follows:

35.1. Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the Building in which the said Premises is situated and shall keep the Portion, sewers, drains pipes, in the said premises and appurtenances thereto, in good tenable repair and condition and in particular, so as to support shelter and protect the other parts of the said Building , in which the said premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C., pardis or other structural members in the said premises without the prior written permission of the Developers and/or the said Organisation if already formed.

35.2. Not to do or permit to be done any act thing which may render void and voidable any insurance of the said Property and Building in which the said Premises are situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

35.3. Not to throw dirt, rubbish, garbage or refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and the Building in which the said Premises is situated.

35.4. To pay to the Developers within 7 days or on demand by the Developers his/her/their share or security deposit demanded by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Purchaser/s, Viz. user for any purpose other than stated herein. Such demand or payment shall not be deemed to be permission by the Developers for change of user unless specifically so granted in writing by the Developers.

35.5. The Purchaser/s shall be entitled to, let, sub-let transfer assign or part with the said Premises interest or benefit factor of this Agreement or part with the Possession of the said Premises only if his/her/their dues of whatsoever nature payable to the Developers 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 the Developers have formed the Said Organization and until the Purchaser/s has intimated in writing to the Developers and obtained prior consent in writing from the Developers in that behalf.

35.6. The Purchaser/s and such other person to whom the Said Premises are permitted to be transferred by the Developers, shall observe and perform all the rules and regulations which the Said Organization may adopt at its inception and the addition, alternations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the Premises therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being from the concerned Local Authority and of Government and other Public Bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down

by the said Organization regarding the occupation and use of the said Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or the outgoings in accordance with the terms of this Agreement.

35.7. Till Conveyance of the said Building, in which the said Premises is situated is executed, the Purchaser/s shall permit the Developers and his/their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said land and Building or any part of whole of the said Premises to view and examine the state and conditions thereof.

35.8. The Purchaser/s shall not, without the sanction and permission of the authorities concerned, make any alteration or changes in the said premises and in the elevation and outside colour scheme of the Said Premises.

36. The Purchaser/s shall, from the date of his/her taking possession, maintain the said premises at his/her/their cost in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said Building/s or the said premises, staircase, lift, stilt portion and common passage which may be against the rules and bye laws of Pune Municipal Corporation or any other authority and the Purchaser/s shall not change alter or make additions to or to the said Building or any part thereof. The Purchaser/s shall be solely responsible for any breach of the said provision.

37. Provided it does not in any way affect or prejudice the rights of the Purchaser/s in respect of the said premises, the Developers shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said Property or part thereof more particularly described in the Second Schedule hereunder written.

38. The Purchaser/s, along with the other Purchaser/s of the Premises in the said Building, shall join in forming and registering the said Organization and for that purpose also from time to time sign and execute applications papers and any other connected documents necessary for formation and registration of such organization and to become member and sign and return all the documents including bye-laws with seven days of receipt thereof, time being of the essence, so as to enable the Developers to register the Organization of the Purchaser/s under Section 10 of the Said MOFA Act, within the time limit prescribed by Rules 8 of Maharashtra Ownership Flats Acts (Regulation of the Promotion, Construction, Sale, Management and Transfer) Rules 1964. No Objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum of Association and Articles of Association as may be required by the Registrar of Co-operative Society's or Registrar of companies and in the condominium of Apartment as the case may be by any other Competent Authority. The Developers may decide to form one Society / Limited Company / Condominium of all the Purchaser/s of flats /Shops/Offices/ units in Building/s Prepared or Constructed by the Developers or one or more such organizations, who may in turn form an Apex or federal Organization. The Decision of the Developers shall be binding in this respect and the Purchaser/s shall not raise any objection thereto. The rights of the Purchaser/s will be then recognized and regulated by the provisions of the said Organization and the Rules and Bye-Laws framed by such Organization.

39. The Purchaser/s hereby agrees, undertakes and covenants with the Developers that neither he/she/it/they, nor the said Organization shall at any time hereafter limit,

curtail, revoke, cancel, or terminate any of the powers, rights, benefits, privileges or authorities reserved by or granted to the Developers under this Agreement or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Developers as mentioned herein and the Purchaser/s and the said Organization shall be bound and liable to render to the Developers, all necessary assistance and co-operation, to enable them to exercise and avail of the same.

40. Nothing contained in this agreement is intended to be nor shall be construed as grant, demise, or assignment in law of the said premises and/or of the said Property and or building/s or any part thereof, the Purchaser/s shall have no claim, save and except in respect of the said premises hereby agreed to be sold and all open spaces, staircases, lobbies un-allotted parking spaces, common terrace, garden, recreation spaces etc., will remain the property of the Developers until the said Property, (after deducting therefrom the Amenity area required to be conveyed to the Pune Municipal Corporation) and/or any part thereof and building is transferred to the said Organization as mentioned herein but subject to the rights of the Developers under this agreement including allotment of parking space and open spaces if any. Such allotment would be binding on the Purchaser/s and the said Organization.

41. In the event of the Developers obtaining permission from the concerned authority for constructing one or more premises on the terrace then the Developers shall be entitled to sell such premises that may be constructed by them on the terrace together with the adjoining terrace at such rate and on such terms as the Developers may deem fit. The Developers shall be entitled in that event to allow use of such terrace to the Purchaser/s of such premises proposed or constructed on the terrace and the terrace shall be in exclusive possession of the Purchaser/s as Owner of such premises proposed or constructed on the terrace. The said Organization to be formed by the Purchaser/s as stated herein, shall admit as its member the Purchaser/s of such premises that may be proposed or constructed on the terrace with the exclusive right to them in such Terrace aforesaid.

42. Advocates and Solicitors of the Developers shall prepare the Deed of Lease, Conveyance and all other documents to be executed in pursuance of these presents as also the Bye-laws and/or the Memorandum and Article of Association in connection with the Co-operative Society or the Limited Company or the Condominium of Apartment / Owners as the case may be and all costs, charges and expenses including stamp duty, registration charges and other expenses in connection with the preparation and execution of the Conveyance/Lease Deed and other documents and the formation or registration or incorporation of the Said Organization shall be borne and paid by all the Purchaser/s of the said Premises in the said Property in proportion to the respective area of the respective Premises.

43. The Purchaser/s shall have no claim save and except in respect of the Said premises, common area and facilities and limited common areas and facilities appurtenant thereto and hereby agreed to be acquired, i.e. all other areas including common area, etc., will remain the property of the Developers until the whole of the said Property is, transferred to the Said Organization as provided herein subject to the right of the Developers as contained in this Agreement.

44. The Purchaser/s shall at no time demand partition of his/her/their interest in the said Building and/or said Property; it is being hereby agreed and declared by the Purchaser/s that his/her/their such interest in the said premises is importable.

45. It is expressly agreed that the Developers shall be entitled to put a hoarding and/or cable network station mobile phone set up or station on the said Property or on the Building or Buildings on the said Property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be design by the Developers, and for the purpose Developers are fully authorised to allow temporary or permanent construction or erection in installation either on the exterior or the said Building or on the Property as the case may be and the Purchaser/s agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance contemplated herein. The Developers shall pay a sum of Rs.100/- per year to the society or Limited Company to be formed after the said Property is conveyed to the Society or Limited Company as such, provided that if any Municipal rates, Taxes, Cesses, assessments, etc. are imposed on the Owners of the said Property or the society in respect of any advertisement/hoarding, cable network station, mobile phone set up or station put up on the open spaces or terrace or any other portion of the said Property, the same shall be borne and paid wholly by the Developers or their nominees. The Developers or their Nominee shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of Cable Network or Mobile Phone station, at any time hereafter. The Purchaser/s shall not be entitled to any abatement in the price of the Said Premises or to object to the same for any reason and shall allow the Developers, their agents, servants, etc., to enter into the said Property including the common areas and other open spaces in the building for the purpose of putting and/or preserving and/or maintaining and or removing the advertisements and/or hoardings, neon lights or such installation etc. The Developers shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the Limited Company shall not raise any objection thereto.

46. It is agreed that the Developers shall be entitled without affecting the rights of the Purchaser/s to the said Premises, to revise the Building Plans in respect of the said Building and to utilise the total F.S.I. and the transferable rights of any nature that is available in respect of the said Property as the Developers may desire and the Purchaser/s hereby irrevocably consents to the right of the Developers to revise and modify the building plans in respect of the said Property time to time, provided however the design and specification of the said Premises is not changed.

47. That the Society shall always be known as "**GREEN WOODS**" (or any other name as to be decided by the Developers) to be formed shall bear the said name and this name shall not be changed without the written permission of the Developers.

48. The Purchaser/s hereby agrees and confirms that in the event of the said Organization being formed and registered earlier than the Developers will have the right to deal with or dispose of the said Building on the said Property and in that event any allottee or Purchaser/s of premises from the Developers shall be admitted to such Organization on being called upon by the Developers without payment of any premium or any additional charges and such allottee Purchaser/s or transferee thereof shall not be discriminated or treated prejudicially by such Organization.

49. The Purchaser/s have been specifically informed and are aware that the said Property more particularly described in the SECOND SCHEDULE hereunder written includes the common garden and/or recreation area as shown in the sanctioned layout which is common to all the buildings to be constructed on the said Property more particularly described in the SECOND SCHEDULE hereunder written. The Purchaser/s agrees, declare and confirm that the said common garden/recreation area is for the common use of all the Purchaser/s in various buildings to be constructed on the Said Property. The Purchaser/s further agree, declare and confirm that he/she/they shall not raise any objection thereto. The Developers shall if they deem fit and necessary, make necessary provisions in the Deed of Conveyance, Lease and/or Transfer to be executed in favour of the Society of the Purchaser/s of the Flats in the Said Building **"GREEN WOODS"** as contemplated herein.

50. All notices to be served on the Purchaser/s, as contemplated by the Agreement, shall be deemed to have been duly served if sent to the Purchaser/s by Courier at the address hereinafter stated:

51. At the time of registration of the agreement in respect of the Said Premises, the Purchaser/s shall pay to the Developers, the Purchaser/s share of stamp duty and registration charges payable, if any, by the said Society or Limited company or Condominium of Apartment, on the Lease or any document or instrument or transfer in respect of the said Property the Building to be executed in favour of the Said Organization.

52. The stamp duty and registration charges incidental to this agreement shall be borne and paid by the Purchaser/s alone. The Purchaser/s shall immediately after the execution of this Agreement inform the Developers the Serial Number under which and date on which this Agreement is lodged for registration Act, 1908, to enable the Developers to attend and admit execution of this Agreement before Sub-Registrar of Assurances.

53. Any delay or indulgence by the Developers in enforcing the terms of this agreement or any for bearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the Developers of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall be same in any manner prejudice the rights of the Developers.

54. PROVIDED AND ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives or between Purchaser/s of other Premises in the Said Building and the Developers in respect of the construction of these presents or concerning anything hereto contained or arising out of the premises or as the rights liabilities or the duties of the said parties hereunder the same shall be referred to Arbitrators of two persons one to be appointed by the Purchaser/s or all other Purchaser/s together and one by the Developers. The Arbitrators so appointed shall appoint before entering upon the reference, appoint Chairman. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to such reference. The language of Arbitration shall be English and the place for Arbitration shall be Pune.

55. This agreement shall, to the extent they are statutory, always be subject to the provisions contained in the Maharashtra Ownership Flat (Regulation of Promotion, Construction, Sale, Management and Transfer) Act 1963 and Rules made thereunder and any other provisions of Law Applicable thereto.

56. The Developers shall not be responsible for the consequences arising out of changes in law of changes in Municipal and other laws, rules, regulations etc.

THE FIRST SCHEDULE ABOVE REFERRED TO
(said Large Property)

ALL THAT PIECE AND PARCEL of land hereditament and property bearing Plot No. 1 to 7 totally admeasuring **2708.72 Sq. Mtrs.** along with the area of the road admeasuring **380.10 sq. Mtrs.** on the Western side of the property having S. No. **86/3/4/A (Old S. No. 86/3+4A)**, totally admeasuring **0 Hectare 31 Ares** situate at Village Wanawadi, within the limits of Pune Municipal Corporation, Taluka Pune City, District Pune and collectively bounded as under:

On or towards East : Dimaji Piraji Borade road.
On or towards South : S. No. 86(part), C.T.S. No. 1429C
On or towards West : 12.00 m wide road (U/S 205)
On or towards North : S. No. 86(part), C. T. S. No 1429 & Plot No 7.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(said Property)

ALL THAT PIECE AND PARCEL of land hereditaments and property bearing Plot No. 1, 2, 3, 4, 5 & 6 totally admeasuring **2321.76 Sq. Mtrs.**, (after deducting therefrom the Amenity area required to be conveyed to the Pune Municipal Corporation) along with proportionate share in the area of the road admeasuring **335.39 sq. Mtrs.** on the Western side of the property the Owner/s holding 1/7th share from out of the Sub-division as sanctioned by Hon'ble Civil Court, Pune in RCS No. **557/84** of S. No. **86/3/4/A (Old S. No. 86/3+4A)**, totally admeasuring **0 Hectare 31 Ares** situate at Village Wanawadi, within the limits of Pune Municipal Corporation, Taluka Pune City, District Pune and collectively bounded as under:

On or towards East : Dimaji Piraji Borade road.
On or towards South : S. No. 86(part), C.T.S. No. 1429C
On or towards West : 12.00 m wide road (U/S 205)
On or towards North : S. No. 86(part), C. T. S. No 1429 & Plot No 7.

SCHEDULE OF ACCOMODATION

- ❖ Flat no:
- ❖ Floor:
- ❖ Building /Wing No:
- ❖ Project: **"GREEN WOODS"**

THE THIRD SCHEDULE ABOVE REFERRED TO:

(AMENITIES & SPECIFICATIONS)

AMENITIES

1. Generator back up for lift and common areas.
2. Anodized sliding windows.
3. Safety grill, Windowsill.
4. Landscape Garden
5. Children Play Area

SPECIFICATIONS

1. R.C.C. Frame Structure.
2. External 6" thick brick wall & internal 4" thick wall.
3. External sand faced plaster with cement paint & internal plaster with gypsum finish, oil bond distemper.
4. Laminated Door for Entrance with Brass Fittings, Night Latch and Anti Termite Lush Doors for all Other rooms
5. Concealed plumbing & wiring
6. Three track Anodized sliding windows to all rooms with MS grill.
7. Glazed tiles dado in bathroom upto lintel level & still level for W.C.
8. Kitchen platform with Black Granite, stainless steel sink & Glazed tile dado upto lintel level above platform.
9. Designed vitrified flooring for entire flat, Master Bedroom with Carpet tiles
10. PMC water supply to underground tank.

THE FOURTH SCHEDULE ABOVE REFERRED TO (Common Areas & Facilities)

1. Stilt area
2. Garden areas
3. Basement area
4. Lift & Lift machine room
5. Staircases
6. Under ground water storage tanks
7. Overhead water storage tanks
8. D. G. set Areas
9. Common passage on all floors
10. Children play areas
11. Entrance lobbies on ground floor, and all residential floors.
12. Terrace areas
13. Society office
14. Meter room, Electrical ducts and electrical panel rooms
15. Security Cabins on Ground level
16. Paved Compound area

THE FIFTH SCHEDULE ABOVE REFERRED TO

1. The expenses of maintaining, repairing, decorating, etc., of the main structure and in particular the terraces, gutters and rain water pipes of the said Building, water pipes, lift and electric wire in, under or upon the said Building and enjoyed or used by the flat premises holders in common with the other occupiers of flats and the

main entrance, passage, landings, lift and staircase of the building as enjoyed by the flat holder/s used by him/her/them in common as aforesaid and the boundary walls of the building compound , terraces, etc.

2. The cost of cleaning and lighting the passages, water pump, landings, staircase, lift, common light and other parts of the building use by the said premises holders in common as aforesaid.
3. The Cost of Salaries of Clerks, Bills Collectors, Lift man, Chowkidars, Pump-Man, Sweepers, etc.
4. The cost of working and maintenance of common light, water pump, lift and other service charges and recreational area.
5. Deposits for building, water-meter, sewer line, etc.
6. Municipal and other taxes such as water charges bills, electricity charges, bill cesses, levy and revenue N.A. Taxes, etc.
7. Such other expenses as are necessary or incidental for the maintenance and upkeep of the said Building

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

<p>SIGNED, SEALED AND DELIVERED by the withinnamed "DEVELOPERS" GOLD FINGER VENTURES</p>	_____	LHTI	PHOTO
	_____	Signature	

In the presence of	_____	Witness Signature
.....		

<p>SIGNED, SEALED AND DELIVERED By the withinnamed: "PURCHASER/S"</p>	_____	LHTI	PHOTO
	_____	Signature	

<p>SIGNED, SEALED AND DELIVERED By the withinnamed: "PURCHASER/S"</p>	_____	LHTI	PHOTO
	_____	Signature	

in the presence of	_____	Witness Signature
.....		

RECEIPT

RECEIVED of and from the within named Purchaser/s a sum of :

1.		
2.		
3.		
4.		
5.		
6.		
7.		
		Total amount received against booking

**WE SAY RECEIVED
For M/S. GOLD FINGER VENTURES**

AUTHORISED SIGNATORY

**RERA DRAFT
GREEN WOODS**

Date: -----

ALLOTTMENT LETTER

To,
Mr. -----
Mrs. -----
Address-----
E-mail address: -----

Dear Sir/Madam,

You have shown your interest in purchasing an Apartment (details of Apartment are more particularly described hereinbelow) in **building** in our project '**Green Woods**', situated at **landed property bearing** Plot No. 1, 2, 3, 4, 5 & 6 totally admeasuring **2321.76 Sq. Mtrs.**, (after deducting therefrom the Amenity area required to be conveyed to the Pune Municipal Corporation) along with proportionate share in the area of the road admeasuring **335.39 sq. Mtrs.** on the Western side of the property the Owner/s holding 1/7th share from out of the Sub-division as sanctioned by Hon'ble Civil Court, Pune in RCS No. **557/84** of **CTS. No. 1429**, S. No. **86/3/4/A (Old S. No. 86/3+4A)**, totally admeasuring **0 Hectare 31 Ares** situate at Village Wanawadi, within the limits of Pune Municipal Corporation, Taluka Pune City, District Pune. We have accepted your offer on following terms and conditions;

APARTMENT PARTICULARS	
APARTMENT No	
FLOOR	
CARPET AREA	----- sq.mt. carpet
USABLE FLOOR AREA OF ENCLOSED BALCONY	----- sq.mt.
USABLE FLOOR AREA OF ATTACHED BALCONY	----- sq.mt.
USABLE FLOOR AREA OF TERRACE	----- sq.mt.
TOTAL USABLE FLOOR AREA OF APARTMENT	----- sq.mt.
COVERED PARKING SPACE for 4 wheeler	No.-----,

TOTAL PRICE AND PAYMENT PLAN			
Price of Apartment			Rs.
Price of covered car parking			Rs.
Agreement Cost			
PAYMENT SCHEDULE			
Booking Amount	15 %	15%	
At Plinth	15 %	15%	
On Casting of First Slab	15 %	15%	

On Casting of Second Slab 15%	15%	
On Casting of Third Slab 10%	10%	
On Brick Work & Plastering 10 %	10%	
Flooring 10 %	10%	
At the Time of Possession 10 %	10%	
Grand Total		

OTHER CHARGES PAYABLE BY ALLOTTEE ON OR BEFORE EXECUTION OF AGREEMENT	
Stamp Duty- 6%	
Registration Charges- 1%	
Service Tax - @.....%	
Vat - @1%	
Miscellaneous registration expenses	
Legal cost, charges and expenses	
Share money, application entrance fee of the Society	
Charges for formation and registration of the Society	
Deposit towards Water and other utility and services connection charges	
Deposits of electrical receiving and Transformer/ Sub Station provided in Layout	
Total	

AMOUNTS PAYABLE BY THE ALLOTTEE ON OR BEFORE DELIVERY OF POSSESSION OF THE APARTMENT	
Deposit towards provisional monthly contribution towards outgoings of Society and Maintenance charges Rs----- paise X -----Sq.ft total usable area X for----- months.	
Service Tax (@14.50%)/GST on the maintenance	

Charges(or as applicable)	
Total	

TERMS AND CONDITIONS:

1) Issuance of this non-transferable Allotment Letter to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee signs and delivers the Agreement with all the schedules (Copy attached) along with the payments due as stipulated in the above Payment Plan within 30 (thirty) days from the date of this Allotment Letter; and appears for registration of the Agreement before the concerned Sub- Registrar as and when intimated by the Promoter. This Allotment Letter is not meant or be treated or deemed to be as Agreement as contemplated under provisions of law.

2) If the Allottee(s) fails to execute and deliver to the Promoter Agreement within 30 (thirty) days from the date of this Allotment letter and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter within the aforesaid 30 days, then the Promoter shall serve a notice to the Allottee by e-mail/by hand/by Post/by courier on the address given by the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application/Allotment of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount/ token amount shall be returned to the Allottee without any interest or compensation whatsoever.

3) Minimum token amount should be equivalent to Rs.-----/- of the agreement cost, which shall be retained as interest free *bonafide refundable* deposit, refundable.

4) Unless agreement is entered into by the applicant, no right of any nature is conferred or intended to be conferred by this Letter on the applicant.

5) All taxes, cess, charges or levies under any concerned statute shall be borne by the Purchaser, over and above price of the Apartment.

6) The Allottee Purchaser has received the floor plan & specification, of the said flat at the time of booking and has no confusions what so ever and would not change the option confirmed by us on the date of booking.

7) In case of cancellation for any reason what so ever then the amount paid by the Allottee against the said booking shall be returned within 30 days from date of cancellation of booking.

I / We have read, understood, accepted and agreed for the above mentioned contents, payment Plan, terms and conditions.

Allottee's Signature 1) _____

2) _____

For Goldfinger Ventures

Mr-----

Senior Executive/Assistant Manager-Sales sign:
