

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at Pune this _____ day of _____ in the Christian Year Two Thousand and Thirteen BETWEEN MARVEL DWELLINGS PRIVATE LIMITED, a company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 301-302, Jewel Towers, Lane No.5, Koregaon Park, Pune 411001 by the hand of one of its Directors, SHRI. VISHWAJEET SUBHASH JHAVAR duly authorized in that behalf, hereinafter referred to as "the Promoter" [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said company and successors-

in-interest] of the First Part AND (1) LEELA RAMCHANDRA RATHI (2) VASANT RAMCHANDRA RATHI (3) ANURADHA VASANT RATHI and (4) SOU.SARIKA RAHUL SONI NEE SARIKA VASANT RATHI Nos. (1), (2) and (3) all of Pune Indian Adult Inhabitants residing at "Venkatesh Apartments", Kanchan Galli, Erandwane, Pune 411004, and No.(4) of Indian Adult Inhabitant residing at 74, Ramdas Peth, Nagpur, hereinafter referred to collectively as "the Confirming Parties" and individually as "Nos.(1), (2), (3) and (4) of the Confirming Parties" respectively [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators] of the Second Part AND

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Hereinafter referred to as "the Purchaser/s" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) of the Third Part;

WHEREAS the Confirming Parties are the holders of all that piece and parcel of "non-agricultural" land or ground admeasuring 1046.10 Sq. Mtrs. bearing Final Plot No.86/10, Erandwane Town Planning Scheme No. I, Pune, and bearing corresponding CTS No.57/2/10, situate, lying and being at Village Erandwane, within the Registration Sub-District of Taluka Pune City, District Pune and within the limits of the Municipal Corporation of Pune, hereinafter for sake of brevity referred to as "the said Land" and the same is more particularly described in the First Schedule here under written;

AND WHEREAS vide Agreement dated 10/9/2012 (duly Registered under Serial No.9668 of 2012 with the Sub-Registrar, Haveli VIII, Pune) executed by and between the Promoter and the Confirming Parties, the Confirming Parties have agreed to grant the rights of development of the said Land to the Promoter free from all encumbrances, charges, doubts or claims and the Promoter agreed to purchase and develop the said Land by construction of a building containing only Residential Flats and by sale of such Residential Flats to prospective purchasers thereof on "Ownership" basis under the provisions of the Maharashtra Ownership Flats Act, 1963;

AND WHEREAS the provisions of the Urban Land (Ceiling & Regulation) Repeal Act, 1999 apply to the said Land;

AND WHEREAS the Promoter applied for and obtained sanction of the Municipal Corporation of Pune vide its Commencement Certificate dated _____ bearing No._____ for the layout and vide its Commencement Certificate dated _____ bearing No._____ building plans and specifications in respect of the construction of a building containing Residential Flats on the said Land;

AND WHEREAS vide Order dated _____ bearing No._____ made under the provisions of Section 44 of the Maharashtra Land Revenue Code, 1966, the Collector, Pune has permitted "non-agricultural" use of the said Land;

AND WHEREAS the Promoter has entered into a standard Agreement with M/s. Malwadkar & Malwadkar ARCHITECTS who are registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects and the Promoter have appointed Shri. Ravindra Bhabhulay for the preparation of the structural design and drawings of the said building and the Promoter accept the professional supervision of the said Architects and the said Structural Engineer till the completion of the said building;

AND WHEREAS the Purchaser/s has/have agreed to acquire a Residential Flat admeasuring _____ sq. mtrs. carpet area (inclusive of the area of balconies therein) equivalent to _____ sq. mtrs. built up area bearing No._____ to be situate on the _____ floor of the said Building to be known as "**MARVEL AERIS**" to be constructed by the Promoter on the said Land (the said Residential Flat is hereinafter referred to for the sake of convenience and brevity as "the said Unit") together with

the exclusive right of user of the Open Terrace at eye-level having carpet area of _____ sq. mtrs. equivalent to _____ sq. mtrs. built up area appurtenant thereto and further together with the exclusive right of user of _____ covered car parking space/s situate in the basement / stilt floor of the said building on the terms and conditions set out hereinafter and whereas the said building to be known as "**MARVEL AERIS**" is hereinafter referred to as "the said Building" and whereas the said Unit together with its said appurtenances are more particularly described in the Second Schedule hereunder written;

AND WHEREAS the Purchaser/s has / have demanded from the Promoter and the Promoter have given inspection to the Purchaser/s of all the documents of title relating to the said Land, the plans, designs and specifications in respect of the said Unit hereby agreed to be sold and of such documents as are specified under the Maharashtra Ownership Flats Act, 1963 (hereinafter referred to as "the Ownership Flats Act") and the Rules made thereunder;

AND WHEREAS a copy of the Certificate of Title issued by the Advocate of the Promoter, copy of the Property Register Card in respect of the said Land and a copy of the internal plan of the Unit agreed to be purchased by the Purchaser/s along with plan of terrace/s have been annexed hereto as **Annexures "A", "B" and "C"** respectively;

AND WHEREAS under Section 4 of the Ownership Flats Act, the Promoter is required to execute a written agreement for sale of the said Unit with the Purchaser/s being, in fact, these presents;

NOW THESE PRESENTS WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. The Promoter is proceeding with the construction work of the said Building to be known as "**MARVEL AERIS**" on the said Land more particularly described in the First Schedule hereunder written.

2. The said Building to be constructed by the Promoter on the said Land shall be constructed by the Promoter in accordance with the plans sanctioned by the Municipal Corporation of Pune and which the Purchaser/s has/have seen and approved.
3. The Purchaser/s hereby declare/s that before execution of this Agreement, the Promoter has made full and complete disclosure and the Purchaser/s has/have taken full and free inspection of, inter-alia, the following:
 - a) Nature of the title of the Confirming Parties to the said Land along with the relevant Documents.
 - b) All the plans sanctioned by the Municipal Corporation of Pune in respect of the said Building proposed to be constructed on the said Land and the specifications of the said Building.
 - c) Nature and particulars of fixtures, fittings, and amenities to be provided in the Unit hereby agreed to be sold.
 - d) The nature of organization of persons to be constituted of all purchasers of Units in the said Building to be known as "**MARVEL AERIS**" and to which title is to be passed being an Association or Condominium of Apartment Owners under the provisions of the Maharashtra Apartment Ownership Act, 1970;
 - e) The fact that after the said Unit has been completed and the Purchaser/s put in possession thereof, the Purchaser/s shall be obliged to bear and pay the Municipal Property Taxes in respect of the said Unit as may be assessed and levied by the Planning Authority, any other taxes or charges, Electricity Charges and Water Charges as may be applicable from time to time.
4. The Purchaser/s hereby declare/s that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Promoter, the Purchaser/s, with full knowledge thereof, has/have entered into this Agreement.

5. The Promoter declares that:
- (a) The said Unit shall be constructed in accordance with the plans and specifications approved and sanctioned by the Municipal Corporation of Pune.
 - (b) Possession of the said Unit agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Promoter on or before _____ provided that the Purchaser/s shall have made payment of the installments towards the purchase price of the said Unit and other charges / deposit/s as mentioned in Clauses 21, 22, 23 and 24 hereinbelow as agreed upon without delay at the times stipulated for payment therefor.
 - (c) The carpet area of the said Unit inclusive of the area of balconies therein shall be _____ sq. mtrs. as per the copy of plan of the said Unit annexed hereto as **Annexure "C"**.
 - (d) The Promoters shall, within the time prescribed therefor under the provisions of the Ownership Flat Act, take necessary steps for formation of Association or Condominium of Apartment Owners to be governed by the provisions of the Maharashtra Apartment Ownership Act, 1970 of all the purchasers/allottees of units in the said Building.
6. The said Unit hereby agreed to be sold is intended and shall be used for permissible residential purpose only and the Purchaser/s undertake/s that the said Unit shall not be used by the Purchaser/s for any other purpose whatsoever.
7. The Purchaser/s hereby accept/s and shall always be deemed to have accepted the title of the Confirming Parties and the beneficial title of the Promoter to the said Land and he/she/ they agree/s not to raise any requisition or objection in respect thereof.

8. As mentioned above, the Purchaser/s has/have agreed to acquire Unit No._____ in the said Building at or for the mutually agreed lumpsum consideration of **Rs._____/- (Rupees_____ Only)**. The above mentioned carpet area of the said Unit shall be subject to a variation of 3%. The said agreed consideration amount does not include expenses for Stamp Duty, Registration fees and Charges, Service Tax and the amounts specified in Clauses Nos.21 to 24 herein below. The sale of the said Unit is on the basis of Carpet area only. The Purchaser/s shall make payment of the said agreed consideration amount by Cheques/ Demand Drafts / Bank Pay Orders drawn /issued on/in favour of the Promoter according to the Schedule of Payments set out in the Third Schedule hereunder written. 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. 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 Unit is housed and of the said Unit itself and the Promoter shall also be at liberty to simultaneously undertake two or more stages of construction/ items of work set out in the Third Schedule hereunder written and to demand from the Purchaser/s the aggregate of the installments towards the agreed consideration amount mentioned in the Third Schedule hereunder written to be paid on or before completion of such stages of construction/items of work. The Purchaser/s shall make payment of all installments towards the agreed consideration amount to the Promoter by Demand Draft or by local Cheques. If the Purchaser/s makes payment of any of such installments by way of Out-station Cheques, then in such event, the date of payment of the amount represented by such Cheques shall be the date when such amount is credited in the account of the Promoter after deducting therefrom the amount of commission charged for clearance of any such Cheques by the Bank to the Promoter.
9. The Promoter has agreed to grant to the Purchaser/s the exclusive right of user of the Open Terrace admeasuring _____ sq.mtrs. carpet area at eye-level and the Promoter also grants to the Purchaser/s the exclusive right of user of the _____ open/covered car parking space/s situate in the basement / stilt floor of the said building. The said exclusive right of user of the said Open Terrace at eye-level and the open/covered car parking space/s shall be deemed to be appurtenant to the said Unit. The Purchaser/s shall not be entitled to enclose any such Open Terrace and/or Car Parking Space/s (the

exclusive right whereof has been granted hereby to the Purchaser/s) or to utilize the same for any purpose other than for the parking of Motor Vehicles.

10. The Unit agreed to be acquired by the Purchaser/s herein shall be provided with the amenities and shall be built as per the specifications, which are set out in the Fourth Schedule hereunder written.
11. The Purchaser/s admits having taken inspection of all the documents required to be given by the Promoter under the provisions of the Maharashtra Ownership Flats Act, 1963 and the Rules made thereunder. The Purchaser/s hereby agree/s and confirm/s that the Promoter shall be entitled to exercise the powers and authorities set out below as if the Purchaser/s had given written prior consent to the Promoter as required under the provisions of the said Act. The Purchaser/s hereby confer/s upon the Promoter the right and authority for the purposes set out herein below:
 - a) The Promoter shall be entitled to consume such F.A.R. as may be available in respect of the said Land or any part thereof or consume F.A.R. which may be procured by the Promoter by way of Transfer of Development Rights ("TDR") or additional FAR which may become available for carrying out construction on the said Land on account of any change in the Development Control Regulations in force from time to time or otherwise howsoever on the said Land at present or in future and for the purpose of consuming such balance and/or additional F.A.R. to construct extensions and/or additional floors as the Promoter may think fit and proper.
 - b) After consuming such balance and/or additional F.A.R. by constructing extensions and/or additional floor/s containing Units, the Promoter shall be entitled to sell such Units for such permissible user as the Promoter may think fit and proper to any person or persons for such consideration as the Promoter may in its absolute discretion deem fit.
 - c) The Promoter shall also be entitled to consume additional F.A.R. and/or balance available under Development Control Rules or by any special concession being granted by the Municipal Corporation of Pune or any

other authorities including the F.A.R. available in lieu of road widening, set back, reservation etc.

- d) The Purchaser/s of the Unit agreed to be sold hereunder and all the other purchasers of Units in the said Building to be constructed on the said Land shall not have any right, title, claim or interest in respect of the open spaces, Parking spaces and common areas of the said Building and the said Land until the Promoter declare that the said Building is completed and till then the rights of the Purchaser/s are confined only to Unit hereby agreed to be sold.
- e) Irrespective of the possession of the Unit being given to the Purchaser/s and/or management of the said Building being given to an Ad-Hoc Committee of the Purchasers of units therein, the rights under this Clause and/or under this Agreement reserved by the Promoter for exploiting the potentiality of the said Land shall subsist and shall continue to vest in the Promoter till the Documents of Transfer are executed as aforesaid and the Promoter shall be entitled to execute the Document/s of Transfer reserving such rights in the said Land in favour of the Promoter as may be outstanding at the time of execution of the document/s of transfer.
- f) The Promoter shall be entitled to make any changes in the elevation of the said Building to be constructed by it on the said Land as also in the plans and specifications in respect thereof without being required to take the consent of the Purchaser/s provided however that such changes shall not materially affect the internal plan and location of the Unit agreed to be sold hereby.
- g) The Promoter shall be entitled to revise the Building Plans of the said Building to be constructed by it on the said Land without being required to take the consent of the Purchaser/s provided however that such changes shall not materially affect the location of the Unit agreed to be sold hereby.

- h) In the event the Promoter are developing any Land adjoining the said Land or in the vicinity thereof, the Promoter shall be entitled to lay in the said Land or shall be entitled to pass through the said Land any Drains, Sewers, Water & Electrical Pipelines, Telecom Conduits and other Installations etc. for the purpose of development of the adjoining land.

The Purchaser/s and/or the Association of the purchasers of the Units in the said Building shall not raise any objection on any ground to the Promoter rights reserved herein.

12. Except in the event of such exclusive right of user being granted to the Purchaser/s herein, he/ she/ they shall not be allowed to make use of the overhead terrace of the said Building [except the common terrace (if any) over the top floor of the said Building wherein the said Unit is housed] or overhead terraces of other buildings in the said Building.
13. The Promoter shall be entitled to grant the exclusive right to use, occupy and enjoy all or any of the terraces (save and except the terrace if any forming part of the said Unit) in the said Building to be constructed by the Promoter on the said Land to one or more of the purchasers of the Units therein. The Promoter shall also be entitled to grant such exclusive use, occupation and enjoyment of any parts of the said Land which remain un-built upon to one or more of the purchasers of Units to be used as a garden or sit-out or for any other permissible user. The Promoter shall also be entitled to grant the exclusive right of user of the parking spaces situate in the basement / stilt floor of the said Building and other parking spaces proposed to be constructed by it on the said Land to the prospective purchasers of Units in the said Building. Such terraces, open spaces or garden areas and parking spaces the exclusive use, occupation and enjoyment whereof have been granted by the Promoter as aforesaid shall constitute restricted common areas and facilities of the said Building as contemplated under the Maharashtra Ownership Flats Act, 1963. The Promoter shall be entitled to grant such exclusive right of user of such terraces/open garden spaces and parking spaces as the Promoter may deem fit and proper. Before execution hereof, the Purchaser/s has /have been provided with details of the exclusive right of user of certain terraces/garden/open space

etc. already granted/agreed to be granted by the Promoter in the said Building prior to the date of execution hereof.

14. It is agreed between the parties hereto that if the Promoter fails to give possession of the said Unit in accordance with the terms of this Agreement on the date mentioned in Clause 5 (b) hereinabove, or if, the Promoter and/or its Agents for reasons beyond its control, are unable to give possession of the said Unit by the said date and after a period of three months if those reasons still exist, then in such case, the Promoter shall, without prejudice to its rights reserved hereunder, be liable to refund the amounts already received by them in respect of the said Unit from the Purchaser/s with simple interest thereon at the rate of 9% per annum from the date it received the same till the date the amounts and interest thereon is refunded to the Purchaser/s and the said amount and interest shall be charged on the said Unit to the extent of amounts due, but subject to any prior encumbrances. Provided however, that the Promoter shall be entitled to a reasonable extension of time for giving delivery of the Unit by the aforesaid date, if the completion of the Building in which the Unit is to be housed is delayed on account of:

- i) War, Civil Commotion or Act of God.
- ii) Any notice, order, rule, notification of Government and/or Municipal or other public or competent authority which prevents the Promoter from carrying out with the work of development and construction on the said Land.
- iii) Any delay on the part of the Municipal Corporation of Pune or any other Public Body or Authority, including the M.S.E.D.C.L, in issuing or granting necessary Certificates/Noc's/ Permissions/Licenses/Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Building under construction by the Promoter on the said Land.
- iv) Force-majeure Causes or other reasons beyond the control of the Promoter.

- v) Any additional work in the said Unit undertaken by the Promoter at the instance of the Purchaser/s.
- vi) Any Delay or default by the Purchaser in making payments as per terms and conditions of this Agreement (without prejudice to the right of the Promoter to terminate this agreement under Clause 15 mentioned herein below).

The Purchaser/s shall take possession of the said Unit within seven days of the Promoter intimating to the Purchaser/s that the said Unit is ready for use and occupation and, in that behalf, comply with all necessary legal formalities. The Purchaser/s shall not without the prior written consent of the Promoter or the ultimate body to be formed, as the case may, be to carry out any alterations of whatsoever nature in the said Unit or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. The Purchaser/s shall also not chisel or cause damage to the columns, beams, walls, slabs, R.C.C. members and other structural members or damage the water proofing of the flooring of the said Unit. If any of such works are carried out without the written consent of the Promoter, the liability of the Promoter under the Ownership Flats Act, 1963 to rectify defects automatically shall become void and Purchaser/s shall be liable to pay all costs and damages towards restoration, repairs etc. arising from such unauthorized works. It is also mutually agreed that the said statutory liability period will start from the date of the Promoter obtaining Completion Certificate of the said Unit from the Municipal Corporation of Pune and shall extend for a period of three years. The Purchaser/s shall take possession of the said Unit after inspecting the same and satisfying itself / herself / themselves that the same has been constructed in accordance with the Building Plans in respect thereof and that the same has been provided with the Amenities agreed upon and that the quality of the workmanship and material used is of the requisite quality. Subject to what is stated above, save and except any latent defects which become visible during the said defects liability period, the Promoter shall not be obliged to entertain any complaint or claim made by the Purchaser / s in respect of the said Unit after possession thereof has been handed over to the Purchaser/ s.

15. The Purchaser/s hereby agree/s to pay all amounts due and payable under this Agreement on the stipulated dates. It is hereby agreed that the time for payment is the essence of the contract. It is hereby expressly agreed that if, for any reason whatsoever, the Purchaser/s fail/s or delay/s to make payment of any of the said dues within a period of fifteen days from the date of receipt of written intimation by way of E-mail or under Register Post Acknowledgement Due or Private Courier by the Promoter on the dates stipulated therefore, then in that event, the Promoter shall have an option either to terminate these presents or to accept interest from the Purchaser/s @ 18% per annum on such unpaid/delayed amount from the time the same became payable. If the Promoter exercises its said option to terminate these presents on the ground mentioned above and does so terminate the same, it shall repay (within a period of six months from the date of such termination) to the Purchaser/s such amounts paid to it (save and except a sum of Rs. _____/- which shall stand forfeited) by the Purchaser/s without interest. In such event, the Purchaser/s shall only have a money claim simplicitor on the Promoter for refund of all such amounts due to the Purchaser/s from the Promoter. The Promoter shall be fully entitled to deal with and dispose off the said Unit in such manner as the Promoter deems fit and proper without recourse or reference to the Purchaser/s.. Further, if the Purchaser/s fail/s to comply with or contravenes the provisions of this agreement, he/she/they shall be liable to actions contemplated under Section 12 of the Ownership Flats Act.
16. The Purchaser/s hereby irrevocably gives his/her/their consent to the Promoter and authorizes/s the Promoter for raising any finance by way of mortgage of the said Land or any portion thereof and buildings constructed thereon as and when so deemed necessary by the Promoter.
17. The Purchaser/s agree/s to sign and deliver to the Promoter before taking possession of the said Unit and also thereafter all writings and papers as may be reasonably necessary and required by the Promoter for the formation and registration of the Association/Condominium that shall be formed.
18. Upon all the Unit purchasers co-operating and executing necessary papers, the Promoter herein will form an Association / Condominium of Apartment owners of all the purchasers of Units in the said Building. The purchasers of all or certain specified Units in the said Building, including the Purchaser/s herein,

shall become members of such Association/Condominium. The Purchaser/s shall, within seven days from the Promoter calling upon him/her/them to do so, execute all deeds, documents and papers for or in connection with the formation and registration of the Condominium, Bye-laws or Constitution or Rules thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Purchaser/s as may be required by the authorities concerned or as may be desired by the Promoter to protect the rights and interest of the Promoter and the Purchaser/s agree/s to be bound by the said additions and alternations and hereby covenant/s and undertake/s not to take any objection or action in the matter or to do anything whereby the rights and interest of the Promoter and purchasers of the Units may be affected, prejudiced and endangered in any manner or likely so to be.

20. The Purchaser/s of all or certain specified of such Units shall be admitted as members of the said Association / Condominium which shall be formed with the same rights and the same benefits and subject to the same obligations as other members of such Association / Condominium of the Purchaser/s herein without any reservations or conditions. However, it is clarified that before the Purchaser/s herein is/are admitted as Members of the said Association / Condominium, the Purchaser/s shall have paid/cleared all his/her/their dues under the terms hereof to the Promoters and /or the said Association / Condominium, including amounts by way of contribution towards the Common Expenses and Outgoings of the said Building.

21. On or before taking possession of the said Unit, the Purchaser/s agree/s to make payment to the Promoter of the following charges:

- a) Rs. _____/- (Rupees _____ Only) to meet with legal and other expenses for formation of the Association / Condominium wherein the Purchaser/s shall be members.
- b) Rs. _____/- (Rupees _____ Only) being the amounts agree to be paid by the Purchaser/s to the Promoter for provision of electric connection and meter to the said Unit.

- c) Rs._____/ - (Rupees _____ Only) being the membership charges of the Club to be provided by the Promoter in the said Building and membership whereof shall be subject to such Rules and Bye-laws which shall be framed by the Promoter.

The Purchaser shall make above mentioned payments in the name of " _____", A/c No._____, Bank_____, _____ Branch, Pune.

22. On or before taking possession of the said Unit hereby agreed to be sold/purchased, the Purchaser/s shall deposit with the Promoter a sum of Rs._____/ - (Rupees _____ Only). The Promoter shall deposit the said Deposit and the other deposits received from the other purchasers of Units in the said Building in a separate bank account opened for that purpose and shall transfer all amounts lying in such account to the name of the Association / Condominium formed of all purchasers Units in the said Building. The said deposit shall be utilized for the building up of a fund of the Association / Condominium for meeting all expenditure for maintenance/ repair/ improvement of the common areas and facilities of the "MARVEL AERIS" set out in the Fifth Schedule hereunder written.. The interest accrued on the said deposit and the other deposits received from the other purchasers of Units in the said "MARVEL AERIS" will be utilized for defraying costs of maintenance, repair and upkeep of the Common Areas and Facilities of the said Building and the said Land till handing over of the said Land and Building to the Association / Condominium to be formed of all the unit Purchasers of the said Building. In the event of the interest accrued on the deposit mentioned in this Clause being found at any time to be insufficient for defraying costs of maintenance, repair and upkeep of the Common Areas and Facilities of the said Building, then in such event, the Purchaser/s herein and the purchasers/ allottees of other Units in the said Building shall be obliged to make further contributions towards the same otherwise the Promoter shall be entitled to utilize part of the Deposits as mentioned above recovered by it from the purchasers of units in "MARVEL AERIS" for the said purpose.

23. Before being entitled to receive possession of the said Unit, the Purchaser/s shall be obliged to deposit a sum of Rs._____/ - with the Promoter. The said sum of Rs._____/ - shall be held as an interest free Security Deposit by the

Promoter for 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 Building 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._____/ - an amount sufficient to rectify/ repair any such damage caused and the balance, if any, shall be refunded without interest to the Purchaser/s on expiry of the said period of one year.

24. Simultaneously with the execution of this Agreement, the Purchaser/s has to deposit with the Promoter a sum of **Rs._____/- (Rupees _____ Only)** [being 1% of the agreed sale / purchase price of the said Unit] towards payment of Value Added Tax. The said amount shall be paid by the Promoter to the Government as prescribed by Law. Further, the Purchaser/s shall be liable to bear and pay Service Tax. The Purchaser/s shall make payment of service tax applicable to the said Unit as and when it becomes due and payable at the rate prescribed by Law from time to time to the Promoter who shall thereupon make payment of the same to the Govt. as prescribed by Law. If, however, at any time hereafter, the rates of such Value Added Tax or Service Tax are increased or decreased by the Government, the amount payable by the Purchaser/s to the Promoter under this Clause shall vary accordingly. In addition to the above, the Purchaser/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharges such as VAT, Service Tax and other Taxes as are or as may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Unit by the Promoter to the Purchaser/s before or after taking the possession of the said Unit as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Purchaser/s shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Promoter, the Purchaser/s shall be liable to reimburse the same together with interest accrued thereon to the Promoter and the Purchaser/s hereby agree/ agrees to indemnify and keep indemnified the Promoter from or against all loss or damage suffered or incurred by the

Promoter as a result of non-payment by the Purchaser/s of any such taxes, duties etc.

25. The Purchaser/s hereby irrevocably consents and authorize/s the Promoter to represent him/her/them in all matters regarding property tax assessment and reassessment before the Concerned Authorities and all decisions taken by the Promoter in this regard shall be binding on the Purchaser/s. The Promoter may, till the transfer of the said Land and Building thereon to the Association / Condominium of all Unit Purchasers, represent the Purchaser/s and his/her/their interest and give consents, NOC's and do all necessary things in all departments of the Office of the Collector of Stamps, Pune, the Municipal Corporation of Pune, the Government of Maharashtra, MSEDCL, on behalf of the Purchaser/s and whatsoever acts done by the Promoter on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s and the same shall be binding on the Purchaser/s.
26. It is hereby clarified that the Promoter herein shall be deemed to be a liaoning agency for applying for all municipal and other amenities and services such as water, electricity, drainage etc. and the Promoter undertakes to comply with all statutory and other requirements of the concerned legal body or authority for the purpose. However, the Promoter shall not be held responsible or liable for any delay or non-performance on the part of any such Municipal and other body or authority or MSEDCL in providing such amenities, services or facilities to the said Building on the said Land or to the Unit agreed to be sold hereunder.
27. It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on this Agreement including the proportionate Stamp Duty, if any payable on the Deed of Apartment which shall be executed by the Promoter in favour of the Purchaser/s of the units in the said Building known as "MARVEL AERIS".
28. The Purchaser/s for himself/themselves with intention to bind all persons in to whosoever hand the Unit may come, doth hereby covenant with the Promoter as follows:-

- a) To maintain the Unit at the Purchaser/s own cost in good tenantable repair and condition from the date of possession of the Unit is taken and shall not do or suffer to be done anything in or to the said Building in which the Unit is housed, staircase or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the said Building in which the Unit is situate and the Unit itself or any part thereof.
- b) Not to store in the Unit any goods which are of a hazardous, combustible or dangerous nature or are so heavy as to damage the said Building in which the Unit is situate 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 goods or furniture to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building in which the Unit is situate including entrances of the said Building and in case any damage is caused to the said Building in which the Unit is situate or the Unit itself 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.
- c) To carry out at his/her/their own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the said Building in which the Unit is situate or the Unit itself which may be against the rules and regulations and bye laws of the concerned local authority and/or other public authority.
- d) Not to make or cause to be made any addition or alteration of whatsoever nature in or to the Unit or any part thereof, nor any alteration on the elevation and outside colour scheme of the said Building and the purchaser/s shall keep the pipelines, sewers, drains in the Unit and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. Pardis

or other structural members in the Unit without the prior written permission of the Promoter.

- e) Not to hang clothes to dry outside the windows, throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said Land and the said Building in which the Unit is housed.
- f) To install the Cooling Units/ Compressors of "Split Type" Air Conditioners appurtenant to the said Unit only at such places be prescribed therefor by the Promoter.
- g) Not to lay/ install over the exterior of the said Building or the Common Areas thereof such as staircases, landings and ducts thereof, grills, chimney, neon signboards or electronic board/s, any Electrical, Telecom Lines or Conduits.
- h) Not to install any Dish or other Antennae for reception of Radio, Telecom or Television Signals in such manner in the said Unit whereby such Dish or other Antennae projects outside the said Unit or on any part of the exterior of the said Building or any of the Common Areas thereof, including on the terrace thereof without the prior written permission of the Promoter and/or the Association / Condominium.
- i) The Purchaser/s shall not let, transfer, assign or part with the Purchaser/s interest or benefit factor of this Agreement or part with the possession of the Unit until all dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and on and after the Purchaser/s has been put in possession of the said Unit and only if the Purchaser/s has/have 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 procured the prior written permission of the Promoter for any such assignment or transfer.

- j) The Purchaser/s shall observe and perform all the rules and regulations which the Association / Condominium of Apartment Owners formed of all purchasers of Units in the said Building may adopt at its inception and the additions, alterations or amendments thereof and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Association / Condominium of Apartment Owners regarding the occupation and use of the said Unit and shall pay and contribute regularly and punctually towards the taxes, expenses or the outgoings in accordance with the terms of this Agreement.
- k) Till the transfer of said Land and the said Building in which the Unit is situate is executed in favour of the ultimate body formed of all the Purchaser/s in the said Building known as "MARVEL AERIS", the Purchaser/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land and the said Building or any part thereof to view and examine the state and condition thereof.

29. The Promoter shall comply with all the requirements of the Municipal Corporation of Pune for sanction of a water connection of the requisite capacity for the said Building 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 connection, the requirement of water for the said Building 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.

30. The Purchaser/s agree/s and undertake/s on demand to do, execute or perform and deliver or cause to be done, things, documents, letters, writing and papers as may be reasonably required by the Promoter for securing the due fulfillment of the provisions thereof.

31. The Promoter shall form an Association or Condominium of Apartment Owners under the provisions of the Maharashtra Apartment Ownership Act, 1970 of all the Purchasers/Allottees of Flats/Units in the said Building. On and after the Purchasers has perform all his/her/their obligations under the terms hereon, he/she/they shall be admitted as a member of such Association or Condominium of Apartment Owners. The Promoter shall execute and register a Declaration under Section 2 of the Maharashtra Apartment Ownership Act 1970 submitting the said Land and the said Building under the provisions of the said Act and, thereafter, execute Deeds of Apartment in favour of each of the Purchasers/Allottees of the Flats conveying, assigning, and transferring the Flats agreed to be purchased by such purchaser/s in his/her/their favour together with a proportionate undivided right, title and interest in or to the common areas and facilities of the said Building.
32. Notwithstanding anything contained hereinabove, the Promoter shall cause conveyance of the said Land and the Building standing thereon to be conveyed in favour of the Association or Condominium of Apartment Owners to be formed of all the purchasers of Units in "**MARVEL AERIS**" within a period of two years from the date the Promoter completes the last Unit in the said Building and after the Promoter has realized all its dues from all the purchasers of all units in the said Building.
33. The Promoter shall be entitled to grant lease or licence of any portion of the said Land to any Government/ Semi-Government or Local or Municipal Body or Authority or to the M.S.E.D.C.L. or to any Private Party or Parties for setting up any installations for providing services such as electricity, telecommunication services, dish antennae etc. and the Purchaser/s herein shall not be entitled to raise any objection to such grant of lease or licence. Conveyance of the said Land and the said Building thereon in favour of the Association or Condominium of Apartment Owners shall be expressly subject to the rights created under any such Lease or Licence mentioned in this Clause.
34. The name of the said Building to be constructed / under construction by the Promoter on the said Land shall always be "MARVEL AERIS" and such name will not be changed.

35. The Purchaser/s has/have agreed to purchase the said Unit with knowledge of the fact that the contents of all Brochures / Hoardings / Promotional Literature pertaining to "**MARVEL AERIS**" are only indicative in nature.
36. The Purchaser/s shall at his/her/their own costs lodge this Agreement for Registration with the concerned Sub-Registrar, Pune and forthwith inform the Promoter the Serial Number under which the same is lodged to enable the Promoter to admit execution of the same.
37. The Purchaser/s hereby declare/s that he/she/they has/have entered into this Agreement after going through the same and with knowledge of the terms and conditions herein contained.
38. Any delay or indulgence by the Promoter in enforcing the terms of this Agreement shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter hereunder.
39. All letters, receipts, and/or notices issued by the Promoter dispatched under R.P.A.D. to the address of the Purchaser/s mentioned hereinabove or sent by E-mail to the E-mail identification of the Purchaser/s provided by him/her/them will be sufficient proof of receipt of the same by the Purchaser/s and shall effectually discharge the Promoter. If there is any change in the said address or email identification of the Purchaser/s, the Purchaser/s shall be obliged to intimate in writing of any such change of address to the Promoter, failing which, all letters, receipts and/ or Notices dispatched by the Promoter as aforesaid at the address of the Purchaser/s given hereinabove shall be treated/ deemed to have been received by the Purchaser/s.
40. This Agreement constitutes and is the repository of the entire agreement between the parties hereto relating to the subject matter hereof and supercedes and cancels all previous agreements, negotiations and representations in respect thereto.

41. The terms and conditions of this Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats, Act, 1963 and the Rules made there under.
42. It is hereby agreed by & between the parties hereto that the Civil Courts in Pune alone shall have Jurisdiction to adjudicate upon any disputes, if any, which may arise by & between the parties hereto regarding performance of their respective obligations under the terms hereof.
43. The Purchaser has informed the Promoters that the Purchaser is an Investor and hence the Purchaser reserves his/her/its/their right to claim Stamp Duty set off/ adjustment of Stamp Duty paid by the Purchaser on these presents in terms of Article 5 (g-a) (ii) of Schedule I to the Bombay Stamp Act, 1958 in the event the Purchaser assigns the benefit of this Agreement and his/her/their/its interest in the said Unit to a subsequent Purchaser.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of "non-agricultural" land or ground admeasuring 1046.10 sq.mtrs bearing Final Plot No.86 / 10, Erandwane Town Planning Scheme No.I, Pune, and bearing corresponding CTS No.57/2/10, situate, lying and being at Village Erandwane, within the Registration Sub-District of Taluka Pune City, District Pune and within the limits of the Municipal Corporation of Pune. The said land admeasuring 1046.10 sq.mtrs bearing Final Plot No.86 / 10, Erandwane Town Planning Scheme No.I, Pune, is bounded as follows, that is to say:-

- On or towards the East : By Final Plot No.86 / 9, Erandwane Town Planning Scheme.
- On or towards the South : By Public Road.
- On or towards the West : By Final Plot No.86/11, Erandwane Town Planning Scheme.
- On or towards the North : By Public Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

The Residential Flat admeasuring _____sq. mtrs. carpet area bearing No._____ situate on the _____ floor of the said Building to be known as "MARVEL AERIS" to be constructed under construction on the said Land more particularly described in the First Schedule herein above written together with exclusive right of user of the Open terrace at eye level admeasuring _____ sq. mtrs. carpet area appurtenant thereto and further together with the exclusive right of user of _____covered car parking space/s situate in the basement/stilt floor of the said Building and which Flat together with the Open terrace at eye level delineated in red ink on the _____ floor plan of the said Building annexed hereto as Annexure "C".

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Schedule of Payments)

1. Rs. _____/-	Holding amount on Booking
2. Rs. _____/-	on Booking
3. Rs. _____/-	On 1 st slab.
4. Rs. _____/-	On 2 nd slab.
5. Rs. _____/-	On 3rd slab.
6. Rs. _____/-	On 4 th slab.
7. Rs. _____/-	On 5th slab.
8. Rs. _____/-	On 6th slab.
9. Rs. _____/-	On 7th slab.
10. Rs. _____/-	On 8th slab.
11. Rs. _____/-	On 9th slab.
12. Rs. _____/-	On 10th slab.
13. Rs. _____/-	On Brickwork.
14. Rs. _____/-	On Flooring.
15. Rs. _____/-	On Possession.
Rs. _____/-	Total

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Amenities and Specifications)

- Structure
 - R.C.C. framed Structure.
- Walls
 - External: 6" thick brick work.
 - Internal: 4/6" thick brick work.
- Wall Finish
 - Internal: POP/Gypsum.
- Internal Paint
 - Plastic Paint for internal walls
- Flooring
 - Living/Dining: Imported marble
 - Bedrooms: Imported marble/ wooden flooring
 - Kitchen: Vitrified/porcelain
 - Terrace: Antiskid with Landscaping and Flower bed
 - Bathrooms: Vitrified/porcelain
- Doors and Door Frames
 - Wooden Doors
 - Elegant fittings for doors
- Windows
 - Aluminum sliding
- Electrical
 - Concealed copper wiring
 - Quality Modular switches
 - Telephone and Cable TV connections in living and Bedrooms
- Kitchen
 - Fully done up Kitchen with hob and chimney
 - Sink: stainless steel
 - Water Purifier
- Bathrooms
 - Bath fittings: Designer chrome plated
 - Steam facility in one of the bathrooms
 - Jacuzzi in one of the bathrooms
 - Glass shower Cubicals
 - Washbasin with Counters
 - Designer dado Tiles

solar heater connections (Time, temperature and quantum of hot water subject to climate conditions)

Concealed Plumbing

- Lifts
 - Stainless steel lifts
- Generator backup
 - 100% to Common amenities and Entire Flat
- Automation
 - Lights and fans operated through touch screen panel/remote
- Security
 - Video Phone with Access Card facility
- Air conditioning
 - VRV central air conditioning system

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Common Expenses & Outgoings)

1. Towards maintenance and repairs of common areas and facilities.
2. Wages of Watchmen, Sweepers etc.
3. Revenue Assessment.
4. All other taxes, levies, charges and ceases.
5. Electricity and water charges and deposits in respect of common electrical and water pumps and other installations.
6. Expenses of and incidental to the management and maintenance of the said Building known as "**MARVEL AERIS**".

SIGNED & DELIVERED by the
withinnamed Promoter
MARVEL DWELLINGS PRIVATE LIMITED
by the hand of one of its Directors,



SHRI. VISHWAJEET SUBHASH JHAVAR)

in the presence of: -)

1.

2.

SIGNED & DELIVERED by the)

withinnamed Confirming Parties)

(1) LEELA RAMCHANDRA RATHI)

(2) VASANT RAMCHANDRA RATHI)

(3) ANURADHA VASANT RATHI and)

(4) SOU.SARIKA RAHUL SONI)

NEE SARIKA VASANT RATHI)

in the presence of: -)

1.

2.

SIGNED & DELIVERED by the
within named Purchaser/s

1.....

PAN NO:.....

2.....

PAN NO:.....

3.....

PAN NO:.....

in the presence of:

1.

2.