

**ARTICLES OF AGREEMENT**

ARTICLES OF AGREEMENT made at Pune this \_\_\_\_\_ day of \_\_\_\_\_ in the Christian Year Two Thousand and Fifteen BETWEEN [I] KAPPA INFRA VENTURES PRIVATE LIMITED, a company limited by shares duly incorporated under the provisions of the Companies Act, 1956 having its Registered Office at, 4<sup>th</sup> floor, Arthvishwa Building, Lane No.5, Koregaon Park, Pune 411001, by the hand of its Directors, (1) SHRI. VISHWAJEET SUBHASH JHAVAR and (2) SHRI SUBHASH SITARAM GOEL [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] [II] (1) KASAMBHAI CHOTUBHAI AKKALKOTKAR (2) RAMEEZA KASAMBHAI AKKALKOTKAR (3) ARSHAD KASAMBHAI AKKALKOTKAR (4) AMJAD KASAMBHAI AKKALKOTKAR (5) JUNED KASAMBHAI AKKALKOTKAR and (6) SHAHIN KASAMBHAI AKKALKOTKAR all of Pune Indian Inhabitants, the hand of their duly constituted attorney ARSHAD KASAMBHAI AKKALKOTKAR, and / or AMJAD KASAMBHAI AKKALKOTKAR both of Pune Indian Adult inhabitants both residing at, Flat No. 14, Grace Terrace Apartment, 600, Sachapir Street, Camp, Pune-411001 [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] Nos [I] and [II] hereinafter referred to collectively as "the Promoters" and where the context so permits, referred to as "No. I and II of the Promoters of the First Part

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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 Second Part;

WHEREAS No-[II] of the Promoters are the Owners and absolutely seized and possessed of or otherwise well and sufficiently entitled to the lands admeasuring Hectares 00 = 49 Ares, Hectares 00 = 44 Ares, Hectares 00 = 44 Ares, Hectares 00 = 44 Ares, Hectares 00 = 44 Ares and Hectares 00 = 44 Ares bearing Hissa Nos.3/1/1, 3/1/2, 3/1/3, 3/1/4, 3/1/5 and 3/1/6 of Land bearing Survey No.41 situate, lying and being at Village Kondhwa Budruk within the Registration Sub-District of Taluka Haveli, District Pune and within the extended limits of the Municipal Corporation of Pune and falling in the "Residential " Zone under the Draft Development Plan for the extended areas of the City of Pune currently in force; the said lands form a contiguous block admeasuring Hectares 02 = 69 Ares equivalent to 26,900 sq.mtrs.

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

AND WHEREAS vide an Agreement dated 12.07.2011 (duly Registered under Serial No.7554 of 2011 with the Sub-Registrar, Haveli XVII, Pune) executed by and between the Promoters, they agreed to work on a "principal to principal" basis and divide the work in respect of development of the said Land by construction of Buildings containing Flats / Units / Commercial Premises / Structures to prospective purchasers thereof on "Ownership" basis under the provisions of the Maharashtra Ownership Flats Act, 1963 or otherwise howsoever to exploit the commercial potentiality of the said Land;

AND WHEREAS vide a Irrevocable Power of Attorney dated 12.07.2011 (duly Registered under Serial No.7555 of 2011 with the Sub-Registrar, Haveli No-XVII, Pune], the said No-[II] of the Promoters herein thereby authorized the said No-[I] of the Promoters herein, to do all acts, deeds, matters or things necessary for development and transfer of the said Land which formed the subject matter of the said Agreement dated 12.07.2011;

AND WHEREAS the said Lands which formed the said contiguous block admeasuring 26,900 sq.mtrs. bearing Hissa Nos.3/1/1, 3/1/2, 3/1/3, 3/1/4, 3/1/5 and 3/1/6 respectively of land bearing Survey No.41 situate, lying and being at Village Kondhwa Budruk, were amalgamated and a layout sanctioned in respect of the contiguous block and Amenity and Open Spaces by the Municipal Corporation of Pune vide its Commencement Certificate No.CC/3512/11 dated 31.12.2011; the said contiguous block of the said sanctioned layout is hereinafter referred to as "the said Land" and more particularly described in the First Schedule hereunder written;

AND WHEREAS the Promoters applied for and obtained sanction of the Municipal Corporation of Pune (vide its Commencement Certificate dated 31.12.2011 bearing No. CC/3512/11) for the building plans and specifications in respect of the construction of a Complex consisting of buildings containing Residential Flats / Commercial Premises / Units and other structures on the said Land;

AND WHEREAS on Application made by the Promoters in that behalf, the Office of the Collector, District Pune has, vide its Order dated 20/03/2012 bearing No.PMH/NA/SR/49/12 made under the provisions of Section 44 of the Maharashtra Land Revenue Code, 1966 granted permission for conversion of the user of the said Larger Land to "Non-Agricultural";

AND WHEREAS the Promoters have 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 Promoters have appointed Shri.Ravindra Bhabhulay for the preparation of the structural design and drawings of the said buildings/wings and the Promoters accept the professional supervision of the said Architects and the said Structural Engineer till the completion of the complex provided, however, that the Promoters reserve the right to change the said Architect and Structural Engineers at any time before the completion of the complex;

AND WHEREAS the said building layout sanctioned by the Municipal Corporation of Pune in respect of the said land bearing Hissa Nos.3/1/1, 3/1/2, 3/1/3, 3/1/4, 3/1/5 and 3/1/6 respectively of land bearing Survey No.41 situate, lying

and being at Village Kondhwa Budruk, consisted of an Amenity Space admeasuring 2517.36 Sq.Mtrs, area under Primary School reservation admeasuring 177.45 Sq.Mtrs and area under 24 Mtr. + 40 Mtr. Development Plan Road admeasuring 7999.10 Sq.Mtrs.;

AND WHEREAS the said Amenity Space, area under Primary School reservation and the said area under Development Plan Road has been formally handed over to the Municipal Corporation of Pune by the Developer and the Developer has availed of the FAR granted by the Municipal Corporation of Pune in lieu thereof;

AND WHEREAS, in the circumstances, the area of the said land bearing Hissa Nos.3/1/1, 3/1/2, 3/1/3, 3/1/4, 3/1/5 and 3/1/6 respectively of land bearing Survey No.41 situate, lying and being at Village Kondhwa Budruk has reduced from Hectares 02 = 69 Ares equivalent to 26,900 sq.mtrs. to 16,206.09 sq.mtrs.; the said portion admeasuring 16,206.09 sq.mtrs. is more particularly described in the First Schedule hereunder written and hereinafter referred to as "the said Land";

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 Building/Wing "\_\_\_\_\_" of the Complex to be known as "**MARVEL ALBERO**" to be constructed by the Promoters on the said Land (the said residential flat 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/open car parking space/s situate under the stilts of/adjacent to the said building/wing on the terms and conditions set out hereinafter and whereas the said Building/Wing "\_\_\_\_\_" is hereinafter referred to as "the said Building" and whereas the said Complex to be known as "**MARVEL ALBERO**" is hereinafter referred to as "the said Complex" 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 Promoters and the Promoters 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 Promoters, copies of the Extracts of Village Forms VII/XII 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 Promoters are 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 Promoters are proceeding with the construction work of the said Complex to be known as "MARVEL ALBERO" on the said land more particularly described in the First Schedule hereunder written.
2. The said Complex to be constructed by the Promoters on the said Land shall be constructed by the Promoters 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 Promoters have 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 Promoters 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 Complex proposed to be constructed on the said Land and the specifications of the said Complex.
  - c) Nature and particulars of fixtures, fittings, and amenities to be provided in the Unit hereby agreed to be sold.
  - d) All the particulars of design and materials to be used in the construction of the said Unit hereby agreed to be sold.
  - e) The nature of organization of persons to be constituted of all purchasers of Units in the said Complex to be known as "MARVEL ALBERO" and to which title is to be passed being a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960.
  - f) The various amounts that are to be paid, inter alia, towards the ground rent, revenue assessment maintenance charges, municipal and other taxes and water and electric charges, including water deposit and electricity deposits as are applicable for the time being in force.
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 Promoters, the Purchaser/s, with full knowledge thereof, has/have entered into this Agreement.
5. The Promoters declare 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 Promoters on or before

**31.12.2015** 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 22, 23, 24 and 25 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. (subject to a variation of 3%) 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 a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 of all the purchasers/allottees of units in the said Complex.
6. The said Unit hereby agreed to be sold is intended and shall be used for permissible residential purposes 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 Promoters 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 Building/Wing "\_\_\_\_\_" in the said Complex to be known as **"MARVEL ALBERO"** at or for the mutually agreed lumpsum consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**. The said agreed consideration amount includes Rupees Nil, being the proportionate price of the Common Areas and Facilities of the said Complex. The above price does not include expenses for Stamp Duty, Registration fees and Charges, Service Tax and the Amount Specified in Clauses 22, 23, 24 and 25 hereinbelow. 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 "MARVEL- K.C.AKKALKOTKAR & SONS ESCROW ACCOUNT" to the Promoters according to the Schedule of Payments set out in the Third Schedule hereunder written. The Promoters shall have a first charge/ lien on the said Unit to the extent of all amounts receivable by the Promoters from the Purchaser/s under the terms hereof. It is hereby clarified that the Promoters 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 Promoters 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 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 Promoters 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 Promoters after deducting therefrom the amount of commission charged for clearance of any such Cheques by the Bank to the Promoters. Before taking the possession of the said Unit, the Purchaser/s shall make the payment to the Promoters of Legal Charges, MSEDCL Charges, Club Membership Charges and Maintenance Deposit as mentioned in Clause Nos. 22, 23, 24 and 25 herein below. The Purchaser/s shall make payment of Legal Charges, MSEDCL Charges and Maintenance Deposit and Club Membership charges in the name of "KAPPA INFRA VENTURES PRIVATE LIMITED".

9. The Promoters have 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 Promoters also grants to the Purchaser/s the exclusive right of user of the \_\_\_\_\_ Open/ Covered Car Parking Space/s. The said exclusive right of user of the said Open Terrace at eye-level/ Open Overhead Terrace 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 the said 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 Promoters 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 Promoters shall be entitled to exercise the powers and authorities set out below as if the Purchaser/s had given written prior consent to the Promoters as required under the provisions of the said Act. The Purchaser/s hereby confer/s upon the Promoters the right and authority for the purposes set out herein below: -

a) The Promoters 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 Promoters 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 and/or additional Buildings as the Promoters 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 Promoters shall be entitled to sell such Units for such permissible user as the Promoters may think fit and proper to any person or persons for such consideration as the Promoters may in its absolute discretion deem fit.

- c) The Promoters 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 Complex 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 Complex and the said Land until the Promoters declare that the Complex 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 Complex being given to an Ad-Hoc Committee of the purchasers of units therein, the rights under this Clause and/or under this Agreement reserved for the Promoters for exploiting the potentiality of the said Land shall subsist and shall continue to vest in the Promoters till the Documents of Transfer are executed as aforesaid and the Promoters shall be entitled to execute the Document/s of Transfer reserving such rights in the said Land in favour of the Promoters as may be outstanding at the time of execution of the document/s of transfer.
- f) The Promoters shall be entitled to make any changes in the elevation of the said Complex 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 Promoters shall be entitled to revise the Building Plans of the said Complex to be constructed by them 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 Promoters are developing any Land adjoining the said Land or in the vicinity thereof, the Promoters 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 Co-operative Housing Society of the purchasers of the Units in the said Complex to be known as "MARVEL ALBERO" shall not raise any objection on any ground to the Promoter's 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 Complex.
- 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 buildings of the said Complex to be constructed by the Promoters on the said Land to one or more of the purchasers of the Units therein. The Promoters 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 Promoters shall also be entitled to grant the exclusive right of user of the parking spaces under the stilts of the said buildings and other parking spaces proposed to be constructed by them on the said Land to the prospective purchasers of Units in the said Complex. Such terraces, open spaces or garden areas and parking spaces the exclusive use, occupation and enjoyment whereof have been granted by the Promoters as aforesaid shall constitute restricted common areas and facilities of the said Complex as contemplated under the Maharashtra Ownership Flats Act, 1963.

The Promoters shall be entitled to grant such exclusive right of user of such terraces/open garden spaces and parking spaces as the Promoters 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 Promoters in the said Complex prior to the date of execution hereof.

14. It is agreed between the parties hereto that if the Promoters fail 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 Promoters and/or their 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 Promoters shall, without prejudice to their 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 Promoters 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) Non-availability of steel, cement, other building material, water or electric supply.
- ii) War, Civil Commotion or Act of God.
- iii) Any notice, order, rule, notification of Government and/or Municipal or other public or competent authority which prevents the Promoters from carrying out with the work of development and construction on the said Land.

- iv) 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 Complex under construction by the Promoters on the said Land.
- v) Force-majeure Causes or other reasons beyond the control of the Promoters
- vi) Any additional work in the said Unit undertaken by the Promoters at the instance of the Purchaser/s.
- vii) 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 Promoters 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 Promoters 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. Provided further that the Purchaser/s shall not without the prior written consent of the Promoters 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 Promoters, the liability of the Promoters 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 Promoters 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, the Promoters 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 the Promoter/s on the dates stipulated therefore, then in that event, the Promoter/s 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/s exercise their said option to terminate these presents on the ground mentioned above and do so terminate the same, they shall repay to the Purchaser/s such amounts paid to them (after deducting 10% of Total consideration towards administration and other expenses etc which shall stand forfeited) by the Purchaser/s without interest. Towards such repayment, the Promoter/s shall send a Cheque drawn in favour of the Purchaser/s for the said amount at the address of the Purchaser/s mentioned in this Agreement by Registered Post Acknowledgement Due. The Promoter/s shall be obliged to maintain sufficient funds in the Account of the Promoter/s whereon such Cheque has been drawn for a period of Seven days from the date of dispatch by the Promoter/s of the said Cheque to the Purchaser/s. If the Purchaser/s do/ does not accept the envelope containing the said Cheque sent to him/ her/ them by the Promoter/s or does not present the said Cheque for payment within a period of Seven days from the date of dispatch by the Promoter/s of the said Cheque, then in such event, the Promoter/s shall not be obliged to maintain sufficient funds in its said Account. In such event, only on the

Purchaser/s joining the Promoter/s in the execution and registration of a Deed of Cancellation of this Agreement, shall the Promoter/s make payment of the said amount to the Purchaser/s. In such event, the Purchaser / s shall only have a money claim simplicitor on the Promoter/s for refund of all such amounts due to the Purchaser / s from the Promoter/s. The Promoter/s 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 agree/s to sign and deliver to the Promoters before taking possession of the said Unit and also thereafter all writings and papers as may be reasonably necessary and required by the Promoters for the formation and registration of the Co-operative Housing Society that shall be formed.
17. Commencing a week after Notice in writing is given by the Promoters to the Purchaser/s that the said Unit is ready for use and occupation, the Purchaser/s agree/s and bind/s himself/herself/themselves to pay a proportionate share as may be determined by the Promoters of all the outgoings in respect of the said Land and the buildings thereon including all the government rates, taxes and charges and collector/s bills, common electricity and water charges, insurance of common facilities/installations, watchman and sweepers, wages, sanitation, addition and alteration, oil painting, colour washing, repairs etc. more particularly and specifically mentioned in the Fifth Schedule hereunder written and all other outgoings and expenses of and incidental to the management and maintenance of the said Land and buildings thereon. The Purchaser/s shall indemnify and keep indemnified the Promoters against the aforesaid taxes and other payments and expenses. If, on account of failure on the part of the Purchaser/s and purchasers of any Units to pay such proportionate share, any concerned authorities take any action for recovery of the same, the Promoters shall not be liable or responsible for any loss or damage which may be suffered by the Purchaser/s on account of the said action. Commencing from the aforesaid date and until the said land and buildings thereon are transferred by the Promoters to the said Society by execution of document/s of transfer as

hereinafter provided and/or possession of the said Land and Buildings thereon is delivered by the Promoters to the said Society and intimation of the same is received by the Purchaser/s from the Promoters, the Purchaser/s shall be bound and liable to pay to the Promoters regularly and punctually all contributions and other amounts to be paid by the Purchaser/s to the Promoters under this Agreement and the Purchaser/s shall not withhold any such payment to the Promoters. The Purchaser/s shall be liable to make payment of interest at the rate of 18% per annum on any such contributions liable to be made by him/her/them from the date the same became payable up to payment thereof. However, if the Promoters in their absolute discretion so desire, they shall be entitled to entrust the management of the said Land and the buildings thereon to an Ad-Hoc Committee of the Unit purchasers for looking after maintenance and management thereof only including collection and disbursement of contributions from the Purchasers of Units in the said Complex towards payment of outgoing and expenses referred to herein, then in such event, the Promoters shall not be under any obligation or liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment therefor or any matter concerning maintenance or management of the said Land and Buildings thereon and liabilities in that behalf shall be that of the Ad hoc Committee of the purchasers. In the event of the management being entrusted as provided hereinabove, the right so granted to the Ad- hoc Committee shall extend only to manage the said Land and the buildings standing thereon and the common areas thereof etc. and pay the outgoings. The entrustment of the management as aforesaid shall not affect the rights of the Promoters provided under this Agreement, nor shall such an act on the part of the Promoters be deemed be a waiver of the rights of the Promoters under this Agreement.

18. The Purchaser/s is/are aware that the Promoters shall be collecting and disbursing the maintenance, Municipal taxes and all other outgoings in respect of the said Land as also the common expenses of maintenance and management of the said Land and buildings thereon until such time as the said Land and the buildings thereon are conveyed in favour of the said Society of all the Unit Purchasers or until management of the said land and buildings



thereon is entrusted to an Ad-Hoc Committee as mentioned in the last preceding clause for and on behalf of the purchasers of all Units and it shall be the paramount responsibility and obligation of the Purchaser/s to pay all the outgoings regularly. In the event of default being committed by the Purchaser/s herein or any of the purchasers of any other Units in the said Complex, the Promoters shall not be bound to pay the outgoings for and on behalf of such defaulting person and in the event of any essential supply being disconnected, it shall be the responsibility of the Purchasers together who shall be deemed to be Managers under the provisions of the Ownership Flats Acts 1963 in respect of the Units possession whereof has been given by the Promoters.

19. The Purchaser/s hereby irrevocably gives his/her/their consent to the Promoters for raising any finance by way of mortgage of the said Land or any portion thereof as and when so deemed necessary by the Promoters. At any stage during the implementation of the Scheme, the Promoters shall be at liberty to sell, assign or transfer or otherwise deal with its right, title and interest in the said land and the buildings to be constructed thereon provided that the same does not adversely affect or prejudice the rights granted in favour of the Purchaser/s in respect of the said Unit agreed to be purchased by him/her/them under the terms of this Agreement.
  
20. Upon all the Unit purchasers co-operating and executing necessary papers, the Promoters herein will form a Co-operative Housing Society. The purchasers of all Units in the said Complex, including the Purchaser/s herein, shall become members of such Society. The Purchaser/s shall, within seven days from the Promoters calling upon him/her/them to do so, execute all deeds, documents and papers for or in connection with the formation and registration of the Society and Bye-laws 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 Promoters to protect the rights and interest of the Promoters 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 Promoters and purchasers of the Units may be affected, prejudiced and endangered in any manner or likely so to be.

21. The Purchaser/s of all such Units shall be admitted as members of the said Society which shall be formed with the same rights and the same benefits and subject to the same obligations as those of the Purchaser/s herein and other members of such Society without any reservations or conditions. However, it is clarified that before the Purchaser/s herein is/are admitted as Members of any such Society, the Purchaser/s shall have paid/cleared all his/her/their dues under the terms hereof to the Promoters and /or said Society, including amounts by way of contribution towards the Common Expenses and Outgoings of the said Complex.
  
22. On or before taking possession of the said Unit, the Purchaser/s agree/s to make payment to the Promoters:
  - a) Rs. 35,000/- (Rupees Thirty Five Thousand Only) to meet with Share Money, Entrance Fee, legal and other expenses for formation of the Society.
  
  - b) Rs.-----/- (Rupees ----- Only) amounts towards electric meter deposits and other deposits paid by the Promoters to the M.S.E.D.C.L. as also towards the proportionate share of the Purchaser/s of the cost of installation of a electric transformer and incidental expenses.
  
  - c) Rs.2,00,000/- (Rupees Two Lacs Only) being the membership charges of the Club to be provided by the Promoters in the said Complex and membership whereof shall be subject to such Rules and Bye-laws which shall be framed by the Promoters.

The amount specified in Sub Clauses (a) to (c) above will be deposited in the name of "KAPPA INFRA VENTURES PRIVATE LIMITED".

23. On or before taking possession of the said Unit hereby agreed to be sold/purchased, the Purchaser/s shall deposit with the Promoters a sum of

Rs. \_\_\_\_\_/-

(Rupees

\_\_\_\_\_ Only). The

Promoters shall deposit the said Deposit and the other deposits received from the other purchasers of Units in "MARVEL ALBERO" in a separate bank account opened for that purpose and shall transfer all amounts lying in such account to the name of the Society formed of all purchasers of Units in the said Complex. The said deposit shall be utilized for the building up of a fund of the said Society for meeting all expenditure for maintenance/ repair/ improvement of the common areas and facilities of "MARVEL ALBERO". The interest accrued on said deposit and the other deposits received from the other purchasers of Units in "MARVEL ALBERO" will be utilized for defraying costs of maintenance, repair and upkeep of the Common Areas and Facilities of the said Complex till handing over of the said Land and Buildings to the Co- Op Society to be formed of all the unit Purchasers of the said Complex. 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 Complex, then, the Purchaser/s herein and the purchasers/ allottees of other Units in "MARVEL ALBERO" shall be obliged to make further contributions towards the same otherwise the Promoters shall be entitled to utilize any part of the Deposits as mentioned above recovered by it from the purchasers of units in "MARVEL ALBERO" for the said purpose.

24. Before being entitled to receive possession of the said Unit, the Purchaser/s shall be obliged to deposit a sum of Rs.50,000/- with the Promoters. The said sum of Rs.50,000/- shall be held as an interest free Security Deposit by the Promoters from a period of one year from the date the said Unit is handed over to the Purchaser/s. If any damage is caused to any of the Common Areas and Facilities of the said Housing Complex and/or of the said Building in which the said Unit is housed due to the carriage/ transport of any items of Furniture/ Fixtures/ Goods to and from the said Unit during the process of the work of interiors being carried out or otherwise or if any damage or is caused by the workers, laborers of the Purchasers while carrying out the work of interiors in the said Unit then the Promoters shall deduct from the said Security Deposit of Rs.50,000/- 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.

25. Simultaneously with the execution of this Agreement, the Purchaser /s has to deposit with the Promoters 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 Promoters 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 as and when it becomes due of the said Unit to the Promoters who shall thereupon make payment of the same to the Government 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 Promoters 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, surcharge 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 Promoters 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 Promoters, the Purchaser/s shall be liable to reimburse the same together with interest accrued thereon to the Promoters and the Purchaser/s hereby agree/ agrees to indemnify and keep indemnified the Promoters from or against all loss or damage suffered or incurred by the Promoters as a result of non-payment by the Purchaser/s of any such taxes, duties etc.
26. The Purchaser/s hereby irrevocably consents and authorize/s the Promoters to represent him/her/them it in all matters regarding property tax assessment and reassessment before the Concerned Authorities and all decisions taken by the Promoters in this regard shall be binding on the Purchaser/s. The Promoters may, till the transfer of the said land and Buildings thereon to the

said Society, represent the Purchaser/s and his/her/their its 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 Promoters 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.

27. It is hereby clarified that the Promoters 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 Promoters undertake to comply with all statutory and other requirements of the concerned legal body or authority for the purpose. However, the Promoters 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 Complex on the said land or to the Unit agreed to be sold hereunder.
28. It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on this Agreement and all documents executed by the Promoters pursuant hereto including the proportionate Stamp Duty payable on the Deed of Conveyance which shall be executed by the Promoters in favour of the said Society formed of all the purchasers of units in the said Complex known as "MARVEL ALBERO".
29. 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 Promoters 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 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 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 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 building in which the Unit is situate including entrances of the said building and in case any damage is caused to the 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 Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the 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 building in which the Unit is situate 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 building in which the Unit is situate 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 Promoters and/or the Society.
- 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 building in which the Unit is housed.

- f) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Purchaser/s viz. user for any purposes other than the permissible residential purpose.
- g) To install the Cooling Units/ Compressors of "Split Type" Air Conditioners appurtenant to the said Unit only at such places as shall be prescribed therefor by the Promoters.
- h) 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 without the prior written permission of the Promoters and/or the Society.
- i) 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 Promoters and/or the Society.
- j) 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 Promoters under this Agreement are fully paid up 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 Promoters for any such assignment or transfer.
- k) The Purchaser/s shall observe and perform all the rules and regulations which the Society formed of all purchasers/allottees of Units in "MARVEL ALBERO" 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 Society 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.

I) Till the transfer of said land and the building in which the Unit is situate is executed in favour of the Ultimate body formed of all the purchasers in the said Complex known as "MARVEL ALBERO", the Purchaser/s shall permit the Promoters and its 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 thereof to view and examine the state and condition thereof.

30. The Promoters 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 Complex to be constructed on the said Land. However, the Purchaser/s herein has been made expressly aware by the Promoters that till such time as such water connection is procured and sufficient water becomes available for the said Complex through such water connection, the requirement of water for the said Complex 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.

31. 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 further, better or more perfectly effectuating or preserving the mutual rights and interest of the Promoters or the Purchaser/s for securing the due fulfillment of the provisions thereof.



32. The Promoters reserve the right to develop the said Complex known as "MARVEL ALBERO" in "Phases" and in the event of the Promoters causing the land under the said Complex and constructed Buildings to be conveyed in favour of the said Society, the Promoters shall be entitled to continue the work of development of and construction on the said Land and sale of Units situate in the subsequent phases and to exploit the residual commercial potentiality of the said Land. The purchaser/s of all such Units situate in such subsequent phases shall be admitted as members of the said Society with the same rights and privileges and subject to the same obligations as the other members thereof.
33. The Promoters shall form a Co-operative Housing Society under the provisions of the Maharashtra Co-operative Societies Act, 1960 of all the Purchasers / Allottees of Flats / Units in the said Complex. The Purchaser / s herein shall be admitted as a Member of such Co-operative Housing Society only if the Purchaser / s has duly performed all his / her / their obligations under the terms hereof.
34. Notwithstanding anything contained hereinabove, the Promoters shall cause conveyance of the said Land and the Buildings standing thereon to be conveyed in favour of the Co-operative Housing Society to be formed of all the purchasers of Units in "MARVEL ALBERO" within a period of one year from the date the Promoters complete the last Unit in the said Complex and after the Promoter have realized all their dues from all the purchasers of all units in the said Complex.
35. The Promoters 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 Building thereon in favour of the Co-operative Housing Society to be formed of all the purchasers of Units in

"MARVEL ALBERO" shall be expressly subject to the rights created under any such Lease or Licence mentioned in this Clause.

36. With a view to support and contribute towards promoting a "Eco-Friendly" "Green Environment", the Promoters proposes to apply to the Indian Green Building Council for certification that the said Building is a "Green" Building. Towards this end, the Promoters recommends to the Purchaser / s herein that:-

The Purchaser / s should install an energy efficient lighting so as to minimize the lighting power density in the said Unit – for this purpose the Purchaser / s may refer to the "Green Building Manual" of the Indian Green Building Council for their lighting layout and list of efficient fittings.

- (a) That the Purchaser / s shall use energy efficient electrical equipment in the said Unit – it is recommended that the Purchaser / s shall refer to the Green Building Manual for a recommended list of such equipment.
- (b) Not to change the plumbing, fittings and fixtures provided by the Promoters in the said Unit and, in case they are changed, the Purchaser /s shall ensure that new fittings and fixtures do not exceed the existing flush and floor rates.
- (c) The Purchaser / s shall make arrangement for collection of Organic In-Organic and E-Waste and to hand over the same separately to the Maintenance Agency appointed by the Promoters. It is suggested that the Purchaser / s should refer to the said Green Building Manual for the E-Waste Disposal Plan.
- (d) That the Purchaser / shall ensure that while carrying out the work of interior decoration in the said Unit, as far as possible, local material should be utilized as well as rapidly renewable material and material which is salvaged and with a high recycled content. The Purchaser / s may refer to the said Green Building Manual for a list of such material.

(e) That the Purchaser / s shall ensure that Low VOC Paints, Adhesives and Sealants should be utilized in the interior / exterior / additions / modifications work – here again, the Purchaser / s may refer to the Green Building Manual for a list of such material.

(f) That Bio-degradable materials should be used in carrying out such interior work / finishing.

To utilize Electric Charging Points for Electric Vehicles provided by the Promoters in the basement / podium parking.

37. The Purchaser/s has/have entered into these presents and has/have agreed to purchase the said Unit from the Promoters with full knowledge of the fact that the Promoters have acquired/proposes to acquire the rights of development of the Land in the vicinity of the said Land and the Promoters have reserved their rights to amalgamate such lands with the said Land and to develop the said Land and such amalgamated lands as one Complex, as also the Promoters have reserved the right to revise the said layout and building plan/ or sub-divide the said Land or any such amalgamated land, provided however that such changes shall not materially affect the internal plan and location of the Unit agreed to be sold hereby.

38. The sanctioned Layout in respect of the said Land includes an Amenity Space/s and area under Primary School reservation. It is hereby clarified that when title to the said Land transferred to the Ultimate Body formed of all the purchasers of Flats/ Units in "MARVEL ALBERO", the said Amenity Space/s and area under Primary School reservation will not be so conveyed in favour of the Ultimate Body and the Promoters shall be entitled to deal with and treat the said Amenity Space and area under Primary School reservation as is permissible under the applicable Building Bye-laws and as per Law.

39. The Promoters has created a Mortgage by Deposit of Title Deeds in respect of the said Land in favour of the ICICI BANK LIMITED as security for due repayment of certain Project Finance availed by the Promoters from the said ICICI BANK LIMITED. However, before execution hereof, the Promoters has

procured the "NOC" of the said Mortgagee for sale of the said Unit by the Promoters to the Purchaser/s herein.

40. The sanctioned Layout in respect of the said land includes an Amenity Space/s admeasuring 2517.36 Sq.Mtrs, area under Primary School reservation admeasuring 177.45 Sq.Mtrs and area under 24 Mtr. + 40 Mtr. Development Plan Road admeasuring 7999.10 Sq.Mtrs. The Developer has handed over the said Amenity Space/s, area under Primary School reservation and area under D.P. Road to the Municipal Corporation of Pune and it is hereby clarified that when title to the said land is transferred to the Ultimate Body formed of all the purchasers of Flats/ Units in "MARVEL ALBERO", the said Amenity Space and area under D.P. Road will not be so conveyed in favour of the Ultimate Body.
41. The name of the said Complex under construction by the Promoters on the said Land shall always be "MARVEL ALBERO" and such name will not be changed without the prior written consent of the Promoters.
42. 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 ALBERO" are only indicative in nature and the same should not be taken literally by the Purchaser / s herein.
43. 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 Promoters the Serial Number under which the same is lodged to enable the Promoters to admit execution of the same.
44. 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.
45. Any delay or indulgence by the Promoters in enforcing the terms of this Agreement shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this

Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters hereunder.

46. All letters, receipts, and/or notices issued by the Promoters dispatched under Certificate of Posting or R.P.A.D. to the address of the Purchaser/s mentioned hereinabove will be sufficient proof of receipt of the same by the Purchaser/s and shall effectually discharge the Promoters. If there is any change in the said address of the Purchaser/s, the Purchaser/s shall be obliged to intimate in writing of any such change of address to the Promoters, failing which, all letters, receipts and/ or Notices dispatched by the Promoters as aforesaid at the address of the Purchaser/s given hereinabove shall be treated/ deemed to have been received by the Purchaser/s.
47. 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.
48. 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 thereunder.
49. As the consideration agreed to be paid by the Purchaser/s to the Promoters for purchase of the said Unit is more than the so called "Market Value" thereof (which is Rs. \_\_\_\_\_/-) according to the Ready Reckoner of Property values maintained by the Office of the Collector of Stamps, Pune, the purchaser/s is/are stamping these presents with Stamp Duty of **Rs. \_\_\_\_\_/-** with reference to the consideration agreed to be paid under the provisions of Article 25(b)(i-a) of Schedule I to the Bombay Stamp Act, 1958.
50. 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.

51. The Purchaser has informed the Promoter 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 of land or ground admeasuring 16206.09 sq.mtrs. being a portion out of the contiguous block of land admeasuring Hectares 02 = 69 Ares i.e. 26900 sq.mtrs formed of the lands admeasuring Hectares 00 = 49 Ares, Hectares 00 = 44 Ares, Hectares 00 = 44 Ares, Hectares 00= 44 Ares, Hectares 00 = 44 Ares and Hectares 00 = 44 Ares bearing Hissa Nos.3/1/1, 3/1/2, 3/1/3, 3/1/4, 3/1/5 and 3/1/6 respectively of land bearing Survey No.41 situate, lying and being at Village Kondhwa Budruk within the Registration Sub-District of Taluka Haveli, District Pune and within the extended limits of the Municipal Corporation of Pune and falling in the "Residential " Zone under the draft Development Plan for the City of Pune currently in force and and which portion admeasuring 16206.09 sq.mtrs. is bounded as follows that is to say:

On or towards the East : By the Kondhwa – Yeolewadi Road and land bearing Survey No. 41, Hissa no.3, Kondhwa Budruk.

On or towards the South : By lands bearing Survey No.41, Hissa No. 2 and 3, Kondhwa Budruk.

On or towards the West : By Nallah.

On or towards the North : By 24 meter DP Road and Amenity space of sanctioned layout in respect of Survey No. 41, Hissa Nos.3/1/1, 3/1/2, 3/1/3, 3/1/4, 3/1/5 and 3/1/6, Kondhwa Budruk.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

The Residential Flat admeasuring \_\_\_\_\_sq.mtrs. carpet area bearing No. \_\_\_\_\_ situate on the \_\_\_\_\_ floor in \_\_\_\_\_ Wing / Building of the said Complex to be known as **"MARVEL ALBERO"** under construction on the 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 \_\_\_\_\_open/covered car parking space/s situate in the basement/stilts of the said Building and which Flat together with the open terrace at eye level / Overhead terrace is delineated in red ink on the \_\_\_\_\_ floor plans 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 or before 1 <sup>st</sup> slab.  |
| 4. Rs. _____/-  | On or before 2 <sup>nd</sup> slab.  |
| 5. Rs. _____/-  | On or before 3 <sup>rd</sup> slab.  |
| 6. Rs. _____/-  | On or before 4 <sup>th</sup> slab.  |
| 7. Rs. _____/-  | On or before 5 <sup>th</sup> slab.  |
| 8. Rs. _____/-  | On or before 6 <sup>th</sup> slab.  |
| 9. Rs. _____/-  | On or before 7 <sup>th</sup> slab.  |
| 10. Rs. _____/- | On or before 8 <sup>th</sup> slab.  |
| 11. Rs. _____/- | On or before 9 <sup>th</sup> slab.  |
| 12. Rs. _____/- | On or before 10 <sup>th</sup> slab. |
| 13. Rs. _____/- | On or before 11 <sup>th</sup> slab. |
| 14. Rs. _____/- | On or before 12 <sup>th</sup> slab. |
| 15. Rs. _____/- | On or before 13 <sup>th</sup> slab. |
| 16. Rs. _____/- | On or before 14 <sup>th</sup> slab. |
| 17. Rs. _____/- | On or before 15 <sup>th</sup> slab. |

18. Rs. _____/-	On or before Brickwork.
19. Rs. _____/-	On or before Flooring.
20. Rs. _____/-	On or before Possession.
<b>Rs. _____/-</b>	<b>Total</b>

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(Amenities and Specifications for Internal Flat)**

- **Structure**  
RCC Framed Structure.
- **Wall Finish**  
Internal: POP/Gypsum.
- **Internal Paint**  
Plastic Paint for internal walls.
- **Flooring**  
Living/Dining: Imported marble  
Bedrooms: Vitrified tile  
Kitchen: Vitrified tile/porcelain  
Terrace: Vitrified/Ceramic Flooring  
Bathrooms: Vitrified/Ceramic.
- **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**

Sink: stainless steel.

Provision for washing machine and Dishwasher points.

Modular Kitchen cabinets with hob and chimney.

Provision for water Purifier.

- **Bathrooms**

Bath fittings: Designer chrome plated

Steam facility in one of the bathrooms

Glass Shower Cubicle in Master Bathroom

Washbasin with Counters

Designer dado Tiles

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

- **Lifts**

Stainless steel lifts

- **Generator backup**

Entire Flat

- **Automation**

Lights and fans operated through touch screen panel/remote

- **Air conditioning**

Split AC in bedrooms & provision in living, dining for all units.

- **Security**

Video Phone with Access Card facility

### **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 Complex known as "**MARVEL ALBERO**".

SIGNED & DELIVERED by the )  
withinnamed Promoters )

[I] KAPPA INFRA VENTURES PRIVATE LIMITED )  
by the hand of its Directors, )



SHRI. VISHWAJEET SUBHASH JHAVAR )



SHRI SUBHASH SITARAM GOEL )

[II]  
(1) KASAMBHAI CHOTUBHAI AKKALKOTKAR )  
(2) RAMEEZA KASAMBHAI AKKALKOTKAR )  
(3) ARSHAD KASAMBHAI AKKALKOTKAR )  
(4) AMJAD KASAMBHAI AKKALKOTKAR )  
(5) JUNED KASAMBHAI AKKALKOTKAR )  
(6) SHAHIN KASAMBHAI AKKALKOTKAR )  
Nos.1 to 6 by the hand of their Duly )  
Constituted Attorney, No. 4 )



AMJAD KASAMBHAI AKKALKOTKAR )

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.