

VOYAGE  
TO THE STARS  
by CLOUD 9

DATE: 27/7/2017

To,  
SHRI./SMT. \_\_\_\_\_,  
\_\_\_\_\_.

Dear Sir / Madam,

- 1) We are the Promoters of the Project consisting of Wings "A", "B" and "C" [above Podium Level] as part of the said Whole Project known as "VOYAGE TO THE STARS" under construction by us on all that piece and parcel of land or ground admeasuring 45874.96 sq.mtrs. being a part or portion out of land admeasuring 48399.40 sq.mtrs. (as per the Revenue Record in respect thereof but actually/ physically admeasuring 46642.96 sq.mtrs.) bearing Plot "B" out of the sanctioned layout in respect of the contiguous block of land formed of the lands/portions bearing Survey No. 43 Hissa Nos. 1 to 8A, 9A, 9B/1, 11 (Part), 11/1, 11/2 and 12 and land bearing Survey No.44, situate, lying and being at Village Mohammedwadi 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. We have applied for and received Registration (bearing No. \_\_\_\_\_ dated \_\_\_\_\_) for the said Project from the Maharashtra Real Estate Regulatory Authority under the provisions of the Real Estate (Regulation and Development) Act, 2016.
- 2) Pursuant to discussions by and between Ourselves and Yourself, we have provisionally agreed to allot to you the Residential Flat admeasuring \_\_\_\_\_ sq. mtrs carpet area bearing No. \_\_\_\_\_ to be situate on the \_\_\_\_\_ floor of Wing "\_\_\_\_\_" in the said Project of the said Whole Project known as "VOYAGE TO THE STARS" under construction by us on the said Land together with the Enclosed Balcony admeasuring \_\_\_\_\_ sq.mtrs and further

TOGETHER WITH the exclusive right of user of the Open Terrace at eye-level having an area of \_\_\_\_\_ sq.mtrs appurtenant thereto AND FURTHER TOGETHER WITH the exclusive right of user of one / two / three covered Car-Parking Spaces situate on the \_\_\_\_\_ Floor of the said Wing at or for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) which amount is exclusive of Stamp Duty, Registration Charges, Goods and Services Tax ("GST") and other Deposits and Charges.

- 3) The said Flat and the said Wing in which the same is housed shall be constructed as per the specifications and shall be provided with the Amenities which are set out in **Annexure "A"** hereto annexed.
- 4) The agreed consideration amount and all other Deposits and Charges to be paid by you to us are set out in **Annexure "B"** hereto annexed.
- 5) The sale of the said Flat with its appurtenances by us to you will be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations framed thereunder and the sale of the said Flat shall also be subject to and on the terms of the proforma Agreement for Sale being employed by us for sale of Flats in the said Project. Such proforma Agreement for Sale has been uploaded by us on our Profile Page in the Website of the Maharashtra Real Estate Regulatory Authority.
- 6) You shall take steps for having the Agreement for Sale in respect of the said Flat proposed to be executed by us in your favour duly franked with the proper Stamp Duty payable in respect thereof and join us in the execution and registration of an Agreement for Sale in respect of the said Flat and its appurtenances within a period of \_\_\_\_\_ days of the date of issuance of this Provisional Allotment Letter by us in your favour failing which such Provisional allotment of the said Flat in your favour shall stand cancelled and you shall have no claim or grievance against us.

- 7) Kindly sign a copy of this Letter and return the same to us in token of your having confirmed the contents hereof.

Yours Sincerely,  
M/S. ACROPOLIS PURPLE DEVELOPERS

(PARTNERS)

## **ANNEXURE "A"**

### **(Amenities and Specifications)**

#### **BUILDING FEATURES**

- RCC STRUCTURE WITH FLAT SLAB.
- FURNISHED ENTRANCE LOBBY.
- 3 ELEVATORS (10 PASSENGER) + ONE SERVICE/STRETCHER ELEVATOR IN EACH BUILDING.
- DRY/WET GARBAGE DISPOSAL SYSTEM
- PROXIMITY CARD READER ACCESS TO ALL PARKING AREAS WITH BOOM BARRIER CONTROL.
- CCTV MONITORING FOR ENTRANCE LOBBIES AND COMMON AREAS.

#### **APARTMENT FEATURES**

- FLOOR TO FLOOR HEIGHT OF 3.40 MTS
- IMPORTED MARBLE / TILES FLOORING TO LIVING/DINING/PASSAGES
- TILES/MARBLE IN KITCHEN FLOORING.
- WOODEN FLOORING / IMPORTED TILES IN ALL BEDROOMS.
- ANTI SKID TILE FLOORING IN ALL TERRACES/BALCONIES.
- DESIGNER / TILES IN ALL BATHROOMS.
- FULLY FITTED/FURNISHED MODULAR KITCHEN
- IMPORTED DOORS.
- VRV AIRCONDITIONING SYSTEM OF APPROPRIATE CAPACITY FOR ENTIRE APARTMENT.
- CUSTOM DESIGNED VANITY CABINETS WITH INTEGRATED BASIN IN ALL BATHROOMS.
- SEPARATE GLASS ENCLOSED SHOWER CUBICLES IN ALL BATHROOMS.
- HANS GROHE/KOHLER/ISENBERG/EQUIVALENT FIXTURES IN ALL BATHROOMS.(EXCEPT IN SERVANTS BATHROOM)
- DURAVIT/KOHLER/ EQUIVALENT WC / WHB (EXCEPT IN SERVANTS BATHROOM).
- ENERGY EFFICIENT BOILERS FOR HOT WATER FOR ALL APARTMENTS.
- ALL BATHROOMS/KITCHEN PROVIDED WITH EXHAUST SYSTEM.
- ENTIRE APARTMENT PREWIRED FOR DTH/DATA/TELECOM
- 3PHASE ELECTRICAL SUPPLY FOR EACH APARTMENT WITH AMPLE ELECTRICAL POINTS.
- DIGITAL FRONT DOOR LOCK.
- SPRINKLER SYSTEM FOR FIRE IN ALL ROOMS WITH SMOKE DETECTOR.
- GAS LEAK DETECTORS IN ALL KITCHENS.

#### **COMMON AMENITIES**

- DRIVERS WAITING ROOM /TOILETS
- MULTI PURPOSE CLUBHOUSE WITH INDOOR GAMES/PARTY HALL/LAWN/ AND SHALL BE COMPLETED BY 31/12/2020.
- THE OVERHEAD TERRACE REFERRED TO IN CLAUSE 29 ABOVE SHALL BE COMPLETED AT THE TIME OF COMPLETION OF THE ' WHOLE PROJECT"

**ANNEXURE "B"**

(Schedule of Payments)

|                 |                                                                                                                                                                  |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Rs. _____/-  | 10% BOOKING/ APPLICATION FEE/ ADVANCE<br>PAYMENT                                                                                                                 |
| 2. Rs. _____/-  | 20% On execution of formal Agreement of Sale                                                                                                                     |
| 3. Rs. _____/-  | 15% On completion of Plinth work                                                                                                                                 |
| 4. Rs. _____/-  | 3.5% On casting of Second Slab                                                                                                                                   |
| 5. Rs. _____/-  | 3.5% On casting of Fifth Slab                                                                                                                                    |
| 6. Rs. _____/-  | 3.5% On casting of Eighth Slab                                                                                                                                   |
| 7. Rs. _____/-  | 3.5% On casting of Eleventh Slab                                                                                                                                 |
| 8. Rs. _____/-  | 3.5% On casting of Fourteenth Slab                                                                                                                               |
| 9. Rs. _____/-  | 3.5% On casting of Seventeenth Slab                                                                                                                              |
| 10. Rs. _____/- | 3.5% On casting of Twentieth Slab                                                                                                                                |
| 11. Rs. _____/- | 5.5% On completion of walls of the said Apartment.                                                                                                               |
| 12. Rs. _____/- | 5% On completion of flooring, tiling, internal plumbing<br>upto the floor level of the said Apartment.                                                           |
| 13. Rs. _____/- | 5% on completion of external plumbing, façade,<br>terraces with water proofing of the Building in<br>which the said Apartment is located.                        |
| 14. Rs. _____/- | 10% to be paid on completion of Lifts, Water-Pumps,<br>Electrical Fitting, Entrance and Floor Lobbies of the<br>Building in which the said Apartment is located. |
| 15. Rs. _____/- | 5% on receipt of Occupancy/ Completion Certificate                                                                                                               |
| Rs. _____/-     | TOTAL 100%                                                                                                                                                       |

### **Terms and Conditions**

- 1) The amounts of GST, Stamp Duty, Registration Fees shown in Annexure "B" are as per today's applicable rates. The Purchaser shall bear and pay any change in such taxes or duties from time to time as applicable or any other charges levied by Government in future before or after taking possession of the Flat.
- 2) Payment should be made within 15 days from the date of demand.
- 3) Interest will be levied @ 18% for the delayed due payment.
- 4) The Stamp Duty, Registration Fees and Registration Charges should be paid three days in advance before Registration of Unit Agreement.
- 5) Transfer or Sale of the Flat is not allowed till full Flat Cost and other charges are paid and possession is taken.
- 6) Purchaser has to complete the housing loan formalities and shall obtain Sanction letter before registration of Agreement to Sale. We will not be held responsible if there is delay in loan disbursement.
- 7) The draft copy of Agreement to Sale is kept in our Office for your reference.
- 8) All disputes are subject to Pune Jurisdiction only.
- 9) Kindly pay all amounts towards Agreement Cost / GST by Cheques/Pay Orders/Demand drafts in the name of "\_\_\_\_\_ " payable at Pune.

Bank Details :  
Current Account No :  
IFS Code :  
MICR Code :

- 10) Kindly pay Stamp Duty / Registration Fees / Registration Charges by Cheques/Pay Orders/Demand drafts in the name of "\_\_\_\_\_ " payable at Pune.

Bank Details :  
Current Account No :  
IFS Code :  
MICR Code :

ARTICLES OF AGREEMENT made at Pune this \_\_\_\_\_ day of \_\_\_\_\_ in the Christian Year Two Thousand and Seventeen

**BETWEEN**

M/S. ACROPOLIS PURPLE DEVELOPERS, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having its Registered Office at Survey Nos.43 and 44, Mohammadwadi, Pune 411060, by the hand of two of its Partners, SHRI.DIPAK DHIRAJLAL MEHTA and SHRI. SUBAHU KIRIT SHAH, hereinafter referred to as **"the Promoter"** (which expression shall unless it be repugnant to the context or the meaning thereof mean and include the partners for the time being of the said firm, the survivors or survivor of them and the heirs, executors & administrator of such last survivor or his/her or their assigns) of the First Part **AND** (1)THE SAINIK VIHAR COOPERATIVE HOUSING SOCIETY LIMITED, a Tenant Ownership Cooperative Housing Society duly Registered under the provisions of the Maharashtra Cooperative Societies Act, 1960 under Registration No PNA / PNA4 / HSG / TO / 662 / 94-95 dated 25.01.1995 having its Registered Office at Survey Nos.43 and 44, Mohammadwadi, Pune 411060 (2) MRS.U. ADUSUMELLI, (3) MR. J. L. RASAM, (4) MS. SAMREEN KHAN, (5) MRS. G. K. RAIZADA, (6) MR. P. B. PATANKAR, (7) DR.TEJAASWANI R. CHAVAN, (8) MR. CLYDE G. PEREIRA,(9) MRS. MEENAKSHI TAMHAN, (10) MR. V. LOBO, (11) COL. MANI SRINIVAS,(12) MR. SURENDRA UPADHYAY, (13) MR. S. R. MURTHY,(14) MRS. D. K. RAIZADA,(15) LT. COL. S. P. SINGH, (16) MRS. S. G. PITHAWALA,(17) MR.D. DPEDNEKAR(18) MR. B. D. PEDNEKAR, (19) MR. S. PRABHAKAR PAI, (20) MR. K. MOORTHY PRABHU,(21) MRS. A. A. D'SOUZA, (22) MS. S. E. M. FONSECA, (23) MR. ALPHONSUS VIEGAS, (24) MR. B. SAWHNEY,(25) MR. A. N. RUKDIKAR, (26) MR. N. LALLA,(27) MR. P. RAMNATHAN, (28) MRS. SALMA A. REHMAN,(29) MR.P. RAMANATHAN, (30) MR. H. LALLA, (31) MR. SIKANDAR N. SHAIKH, (32) MR. SANJAY KOCHHAR AND(33) MR. DARRYL MENEZES, all Adult Inhabitants, Nos.(1) to (33) by the hand of their duly constituted attorneys, SHRI.DIPAK DHIRAJLAL MEHTA and/or SHRI.SUBAHU KIRIT SHAH, hereinafter referred to collectively as **"the Confirming Parties"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include, in the case of the said Society, the said Society and

its successors-in-interest and in the case of the said individuals, their respective heirs, executors and administrators) of the Second Part

**AND**

1      Name : .....  
  
         Age : .....  
  
         Address: .....  
         .....  
  
         PAN No: .....  
  
         Contact No. ....  
  
         E Mail    :.....

2      Name : .....  
  
         Age : .....  
  
         Address: .....  
         .....  
  
         PAN No: .....  
  
         Contact No. ....  
  
         E Mail    :.....

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 Plot "B" [out of the sanctioned Layout in respect of the contiguous block of land formed of the lands bearing Survey No.43, Hissa Nos. 1 to 8A, 9A, 9B/1, 11 (Part), 11/1, 11/2 and 12 and land bearing Survey No.44, situate, lying and being at Village Mohammadwadi 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 Development Plan for the extended areas of the City of Pune currently in force admeasures 48399.40 sq.mtrs as per the Revenue Record in respect thereof but physically admeasures 46642.96 sq.mtrs. as per the demarcation and admeasurement carried out by the Taluka Inspector of Land Records, Haveli Pune and which Plot "B" comprises of portions admeasuring 501.82 sq.mtrs, 14.88 sq.mtrs, 21,744.90 sq.mtrs and 999.14 sqmtrs out of lands bearing Hissa Nos.6, 7, 11 and 12 respectively of Survey No.43, Village Mohammedwadi and a portion admeasuring 25138.66 sq.mtrs out of the land bearing Survey No.44, Village Mohammedwadi and which Plot "B" admeasuring 48399.40 sqmtrs as per the Revenue Record as aforesaid but actually/ physically admeasuring 46,642.96 sq.mtrs. is hereinafter referred to as "the said Larger Land" and the said contiguous block admeasuring 162538 sqmtrs formed of the said lands/portions bearing Survey No. 43 Hissa Nos. 1 to 8A, 9A, 9B/1, 11 (Part), 11/1, 11/2 and 12 and land bearing Survey No.44, Mohammedwadi is hereinafter referred to as "the said Entire Land";

AND WHEREAS the Promoter herein, No.(1) of the Confirming Parties herein and Nos.(2) to (34) of the Confirming Parties herein are the owners of portions admeasuring 22,761.60 sqmtrs 11,188.80 sqmtrs and 14,449 sqmtrs respectively out of the said Land;

AND WHEREAS by various deeds, documents and writings (all acts in law), the Promoter herein acquired and is the holder of rights of development of the said portions admeasuring 11188.80 sqmtrs and 14949 sqmtrs held by No.(1) of the Confirming Parties and Nos.(2) to (34) of the Confirming Parties respectively out of the said Land and whereas all the facts and circumstances pertaining to Devolution of Title to the said Land are set out in the Certificate of Title issued by the Advocates of the Promoter, M/s Rajiv Patel & Associates, a copy whereof is annexed hereto as **Annexure "A"**;

AND WHEREAS by virtue of such deeds, documents and writings (all acts in law), the Promoter has the sole and exclusive right to develop the said Land by construction of buildings thereon containing Shops/ Commercial Premises/ Flats/ Service Apartments/Restaurants/Units thereon and to sell such Shops/ Commercial Premises/ Flats/ Units to prospective purchasers thereof and to receive and appropriate the sale proceeds thereof and otherwise howsoever to exploit the commercial potentiality of the said Land;

AND WHEREAS the Additional Collector of Pune has permitted conversion of user of a portion of the said Larger Land to "residential" under the provisions of Section 44 of the Maharashtra Land Revenue Code, 1966 vide his Order dated 23/10/2008 and 21/01/2011 bearing No. PMH/NA/SR/385/2008 and PMH/NA/SR/770/08;

AND WHEREAS the Promoter has applied for and obtained sanction of the Municipal Corporation of Pune (vide its Commencement Certificate dated 21.09.2016 bearing No.CC/ 1714/16 ) for a Layout in respect of the said Land whereby the same is shown laid out in area earmarked for construction of a multi-storied scheme containing Shops/ Commercial Premises/ Residential Flats/ Units;

AND WHEREAS the Municipal Corporation of Pune also sanctioned the Revised building/s plans and specifications in respect of a scheme to be constructed on the said Land vide its Commencement Certificate No.CC/1187/17 dated 28/07/2017;

AND WHEREAS vide an Agreement dated 07-09-2012 made by and between, inter-alia, the Promoter herein and Shri Shivaji Madhukar Ghule, Shri Dinesh Shankar Ghule and Shri Manesh Shankar Ghule (duly registered under Serial No.10300 of 2012 with the Sub-Registrar, Haveli X, Pune), it has been agreed that a portion admeasuring 768 sq.mtrs. out of the said land bearing Survey No.43 Hissa No.11, Mohammedwadi (which portion is part of the said Larger Land) shall be demised to the said Shri Shivaji Madhukar Ghule and Two Others in perpetuity with right given to the said Shri Shivaji Madhukar Ghule and Two Others to consume certain FAR (FSI) arising from the said Larger Land in carrying out construction of a scheme containing Shops/ Flats on such identified portion and whereas, in the circumstances, the area of the said portion

admeasuring 768 sq.mtrs. is deducted from the area of the said Larger Land and the net area of the Larger Land (i.e. 45,874.96 sq.mtrs.) is hereinafter referred to as "the said Land" and more particularly described in the First Schedule hereunder written;

AND WHEREAS the Promoter has commenced construction of a scheme to be known as "**VOYAGE TO THE STARS**" (hereinafter referred to as "the said Whole Project") on the said Land more particularly described in the First Schedule hereunder written;

AND WHEREAS, the Whole Project consists of a lower ground parking floor (B-1), upper ground floor, (stilt/plaza level parking floor), first level parking floor (P1), second level parking floor (P2), podium floor and sixteen upper floors which contain Residential Flats, and whereas the said plaza floor (below podium) consists of Entrance Lobbies, Parking ,Showroom/Shops/ Restaurants etc.;

AND WHEREAS, for the purposes of this Agreement and the Real Estate ( Regulation & Development ) Act, 2016 and the Rules made thereunder, the "Whole Project" consists of the following individual Projects;

- a) Project I – to consist of Buildings "A", "B", and "C" podium and above level containing Residential Flats.
- b) Project II – Building "D" podium and above level containing Residential Flats/Service apartments.
- c) Project III – Building "E" podium and above level containing Residential Flats/Service apartments.
- d) Project IV – Building "G" containing Showroom / Shops / Restaurants /etc..

AND WHEREAS, for the purposes of this Agreement and the Real Estate ( Regulation & Development ) Act, 2016 and the Rules made thereunder, the said Project I [ i.e. Buildings "A" "B" and "C" above Podium Level ] of the said scheme known as "Voyage to the Stars" is hereinafter referred to as "the said Project";

AND WHEREAS in this Agreement, the words "Building" and "Wing" are used interchangeably as they mean and are intended to mean one and the same thing;

AND WHEREAS while sanctioning the said Layout and Building Plans, the Municipal Corporation of Pune has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Project and the said Whole Project and upon due observance and performance of which only the Completion/ Occupancy Certificate in respect of the said Project shall be granted by the said Corporation;

AND WHEREAS the Promoter has applied on ----- to the Maharashtra Real Estate Regulatory Authority and obtained the Registration bearing No \_\_\_\_\_ dated \_\_\_\_\_ of the said Project under the provisions of Section 3 of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the Promoter has received some of the the approvals from the concerned authorities for implementation of the said Project and the Promoter shall take all steps and do all acts, matters or things for obtaining the remaining approvals which are conditions precedent for procuring the Completion/ Occupancy Certificate in respect of the said Project from the Municipal Corporation of Pune after the physical completion thereof; ;

AND WHEREAS, in the circumstances, the Promoter is entitled to implement the said Project and sell the Flats in the said Project and to enter into Agreement for Sale with Flat Purchaser/s and to receive the sale consideration in respect thereof;

AND WHEREAS the Promoter has entered into a standard Agreement with KIPA, ARCHITECTS who is registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects and the Promoter has appointed Sunil Mutalik & Associates for the preparation of the structural design and drawing of the said buildings and the

Promoter accepts the professional supervision of the said Architects and the said Structural Engineer till the completion of the Project;

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 Project and the Flat hereby agreed to be sold and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS, the Purchaser/s hereby confirms that the Promoter has handed over to the Purchaser/s a draft of this Agreement along with all Schedules and Annexures before purchasing the Flat and after reading and having understood the contents of such draft along with all Schedules and Annexures, the Purchaser/s is/ are entering into this Agreement for purchase of the Flat;

AND WHEREAS the Purchaser/s has/have agreed to purchase the residential Flat admeasuring \_\_\_\_\_ sq. mtrs carpet area bearing No.\_\_\_\_\_ to be situate on the \_\_\_\_\_ floor of Building "\_\_\_\_\_" in the said Project of the said Whole Project known as "VOYAGE TO THE STARS" under construction by the Promoter on the said Land together with the Enclosed Balcony admeasuring \_\_\_\_\_ sq.mtrs.and further together with the Balcony/covered sit-out admeasuring \_\_\_\_\_ sq.mtrs. AND FURTHER TOGETHER WITH the exclusive right of user of one/ two/ three covered Car Parking Space/s situate on the \_\_\_\_\_ Floor (the said residential Flat along with Parking is hereinafter referred to for the sake of convenience and brevity as "the said Unit") on the terms and conditions set out hereinafter and whereas the said Building "\_\_\_\_\_" in which the Unit is housed is, where the context so permits, hereinafter referred to as "the said Building" and whereas the said Unit is more particularly described in the Second Schedule hereunder written;

AND WHEREAS the following documents have been annexed to this Agreement, details of which are as follows.

**Annexure "A"** - Copy of the Certificate of Title of the Promoter to the said Land issued by the Advocate of the Promoter.

**Annexure "B"** - Copies of the Extracts of Village Forms VII/XII in respect of the lands forming part of the said Land.

**Annexure "C"** – Copy of the Registration Certificate issued by Real Estate Regulatory Authority under Section 3 of the said Act.

**Annexure "D"** - Copy of the internal plan of the said Unit agreed to be purchased by the Purchaser/s.

**Annexure "E"** - Copy of the Sanctioned Layout of the said Whole Project.

**Annexure "F"** - Copy of the "N.A." Order in respect of the said Land.

AND WHEREAS, the Promoter and Purchaser/s have relied on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Unit with the Purchaser/s being, in fact, these presents and also to register the Agreement under the Registration Act, 1908;

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

- 1) The Promoter has commenced with the construction work of the said Project as part of the said Whole Project known as "VOYGAGE TO THE STARS" on the said Land more particularly described in the First Schedule hereunder written.

- 2) The Promoter shall construct the said Project and the said Unit in accordance with the plans sanctioned by the concerned Authorities and in accordance with the terms and conditions mentioned in this Agreement.
- 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 Promoter and the Confirming Parties to the said Land along with the relevant Documents.
  - b) All the plans sanctioned by the concerned Planning Authorities (Municipal Corporation of Pune) in respect of the said Project under construction on the said Land.
  - c) The common Amenities and facilities of the said Project and the said Whole Project.
  - d) Nature and particulars of fixtures, fittings, and flats specifications to be provided in the said Unit hereby agreed to be sold.
  - e) The nature of organization of persons to be constituted of all Purchaser/s of Units in the said Project 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.
- 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 and the said Project shall be constructed in accordance with the plans and specifications approved and sanctioned by the concerned Planning Authority. The said Unit shall be built as per the specifications, which are set out in the Fourth Schedule hereunder written.
- 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 along with the applicable Taxes and other charges/deposits as mentioned in Clauses Nos.19 to 20 of this Agreement as agreed upon without delay at the times stipulated for payment therefor.
- c) The carpet area of the said Unit shall be \_\_\_\_\_ sq. mtrs. For the purposes of this Clause and this Agreement, "carpet area" shall mean the net usable floor area of the said Unit, excluding the area thereof covered by the external walls, areas under service shafts (if any) area of enclosed balconies and covered sit-out but includes the area covered by the internal partition walls [including Columns within the Unit] of the said Unit. The carpet area of the said Unit shall be subject to a variation of plus or minus 3%.
- d) That under the presently sanctioned Building Plans in respect of the said Project, certain areas thereof have been shown as "Refuge Areas". However, in the revised Building Plans proposed to be submitted by the Promoter to the Municipal Corporation of Pune for its sanction, such "refuge Areas" have been assimilated in the areas of certain Flats in the said Project.
- e) The Promoter shall, within the time prescribed therefor under the provisions of Real Estate (Regulation and

Development) Act 2016 and the Rules and Regulations made thereunder, 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 Purchaser/s of units in the said Project.

As stated above, the carpet area of the said Unit (as defined under the said Act) is \_\_\_\_\_ sq.mtrs.. However, the Promoter has already entered into Agreements for Sale of certain Residential Flats in "VOYGAGE TO THE STARS" with the respective purchasers thereof under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963. In such Agreements entered into by the Promoter under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963, the carpet areas of such Flats have been shown as per the definition of "carpet area" then prevailing. Only for the limited purpose of one yardstick being employed for working out/ determining, the respective pro-rata shares of all the purchasers of Flats in **"VOYGAGE TO THE STARS"** towards the expenses and outgoings of the Common Areas and Facilities of the said Project, the Promoter clarifies that the "carpet area" of the said Unit hereby agreed to be sold by the Promoter to the Purchaser as worked out under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963 is \_\_\_\_\_ sq.mtrs.

- 6) The said Unit hereby agreed to be sold is intended and shall be used for 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 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 purchase / acquire said Unit bearing No. \_\_\_\_\_on \_\_\_\_\_ Floor, in Building "\_\_\_\_\_" in the said Whole Project to be known as **"VOYAGE TO THE STARS"** at or for the mutually agreed total lumpsum consideration of Rs.\_\_\_\_\_/ - (Rupees\_\_\_\_\_Only) including the proportionate price of the Common Amenities and facilities of the said Project.

9) (i)The above price does not include expenses for Stamp Duty, Registration Fees and Charges, and the amounts specified in Clauses Nos.19 to 20 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 along with the applicable Taxes by local 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 along with the applicable Taxes as mentioned in the Fourth Schedule hereunder written.

(ii) As mentioned above, the Purchaser/s has/have agreed to purchase / acquire said Unit bearing No. \_\_\_\_\_on the \_\_\_\_\_floor, in the Building "\_\_\_\_\_" in the said whole Project **"VOYAGE TO THE STARS"** at or for the mutually agreed total lump-sum consideration of Rs.\_\_\_\_\_/ - (Rupees\_\_\_\_\_ Only) which includes the proportionate price of the common areas and facilities appurtenant to the Unit. It has been expressly agreed and confirmed by the Purchaser that the above said lump-sum agreed consideration is arrived at after considering the benefits arising out of input tax credit

under the Central Goods and Services Tax Act, 2017 and the Maharashtra Goods and Services Tax Act, 2017. The Purchaser/s shall make payment to the Promoter of "Central Goods and Services Tax" and "State Goods and Services Tax", as applicable 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 Central Goods and Services Tax and State Goods and Services Tax are increased or decreased by the Central and State Government respectively, then the Purchaser/s shall be obliged to pay the balance amount to the Promoter along with such revised rate of GST. 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 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.

- 10) The Promoter shall hand over the Possession of the said Unit to the Purchaser/s within the date specified in Clause No 5 (b) above and will complete the said Project on or before 31.12.2020. The Promoter shall also complete provision of the multi-purpose Club House and Club House Facilities to be constructed on the ground floor (which are to form part of the areas and facilities common to the said Whole Project) by 30.12.2020. However the Promoter shall complete the overhead Terrace connecting the said five Buildings referred to in Clause 29 hereinbelow on or before completion of the said Whole Project
- 11) The mutually agreed consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges

payable to the Municipal Corporation of Pune and/or any other increase in charges which may be levied or imposed by the said Municipal Corporation of Pune / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the said Municipal Corporation of Pune, the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

12)The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Purchaser/s, obtain from the Municipal Corporation of Pune Completion Certificate / Occupation Certificate in respect of the said Unit.

13)The Promoter hereby declares that the aggregate FAR (FSI) which shall be consumed in carrying out construction of the said Whole Project is 75718.16 sq.mtrs. and that out of such aggregate FAR (FSI), the Promoter shall consume FAR (FSI) of 43710.63 sq.mtrs. in construction of the said Project.

14)The Promoter hereby represents and warrants to the Purchaser/s as follows:

i) The title of the Promoter and the Confirming Parties to the said Land is free, clear and marketable and the Promoter has requisite right and authority to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the said Project;

ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project;

iii) Save and except the Mortgage on the said Land created in favour of ICICI BANK LTD. [as Security for repayment of Project Finance availed of by the Promoter], there are no encumbrances upon the said Land or the said Project;

iv) All approvals, licenses and permits issued by the competent authorities with respect to the said Project and said Land are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project and said Land shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project and said Land.

v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;

vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Project and said Land which will, in any manner, affect the rights of Purchaser/s under this Agreement;

vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Purchaser/s in the manner contemplated in this Agreement;

viii) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project and said Land to the Competent Authorities;

ix) Save and except a Notice from the Forest Department alleging encroachment by the Promoter on the adjoining land of the Forest Department ( which Notice has been replied to by the Promoter, no notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said Project and said Land.

15)The Purchaser/s hereby agree/s to pay all amounts due and payable under this Agreement within 15 days from the date of receipt of intimation by way of E-mail on the email id provided in this Agreement or under Registered Post / Private Courier at the address provided in this Agreement and Telephonic Messages on the cell phone number of the Purchaser/s mentioned in this Agreement. It is hereby agreed that the time for payment of all dues under this Agreement by the Purchaser/s to the Promoter 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 intimation given by the Promoter, then Purchaser/s agrees to pay interest as specified in the Rules (2% + State Bank of India highest Marginal Rate of Interest ) on all the delayed payments from the date the said amount is payable till the date of payment. However if the Purchaser/s commits three defaults of any such payment of installments, the Promoter shall at his own option, may terminate this Agreement : Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser/s, by E-mail on the email id provided in this Agreement or under Registered Post / Private Courier at the address provided in this Agreement and Telephonic Messages on the cellphone number of the Purchaser/s mentioned in this Agreement of the Promoter's intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice, then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund without interest to the Purchaser/s the amounts paid by Purchaser, after deducting therefrom a

sum of Rs.\_5,00,000/- (Rupees Five lakhs Only) (being the agreed quantum of liquidated damages which shall stand forfeited by the Promoter) within a period of thirty days of such termination. The Stamp Duty, Registration Fees and Charges paid on registering this Agreement and also GST or any other taxes paid till date on the installments shall not be taken into account while calculating the amounts paid by the Purchaser to the Promoter. 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 deem fit and proper without recourse or reference to the Purchaser/s.

16) Subject to what is stated in the next succeeding Clause, in the event the Promoter fails and/ or neglects to complete the said Unit and hand over possession thereof to the Purchaser/s within the stipulated period and if the Purchaser/s does not intend to withdraw from the Project then Promoter agrees to pay interest as specified in the Rules, (i.e. 2% + State Bank of India highest Marginal Rate of Interest ) on all the amounts paid by the Purchaser/s, from the date of payment till the handing over of the possession of the Unit. The Promoter shall be liable to make payment of such interest for the period commencing from the date of scheduled completion mentioned in Clause 5 (b) above and upto actual completion of the said Unit and handing over of possession thereof to the Purchaser/s. The Promoter shall be entitled to set off any amount payable by the Purchaser/s to the Promoter as and by way of interest on any delayed instalment from the aggregate of the amounts payable by the Promoter to the Purchaser/s towards interest as aforesaid.

17) As stated above, the Promoter shall give possession of the Unit to the Purchaser/s on or before \_\_\_\_\_. If the Promoter fails or neglects to give possession of the Unit to the Purchaser/s by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the said Unit with interest (2% + State Bank of India highest Marginal Rate of Interest) from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. 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 that the Promoter shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of building in which the said Unit is to be situated is delayed on account of –

- i. War, Civil Commotion or Act of God.
- ii. Any notice, order, rule, notification of Government, 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, Office of the Collector 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 Project under construction by the Promoter on the said Land.
- iv. Any additional work in the said Unit undertaken by the Promoter at the instance of the Purchaser/s.
- v. Any Delay or default by the Purchaser/s 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 above).
- vi. Any other reasons beyond the control of the Promoter.

18)The Promoter shall offer the possession of the Unit to the Purchaser/s in terms of this Agreement in writing within seven days of receiving the Completion Certificate and the Purchaser/s shall take possession within fifteen days of the Purchaser/s receiving such intimation. The Promoter shall give possession of the Unit to the Purchaser/s only after the

Purchaser/s has/ have paid to the Promoter/s all amounts along with all applicable taxes and deposits under this Agreement. The Promoter agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. 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 sanctioned in respect thereof, that the carpet area thereof is as mentioned herein (subject to a variation of plus or minus 3%) 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 defect 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.

- 19) From the date the Promoter intimates to the Purchaser/s that the said Unit is completed and the Completion/ Occupancy Certificate in respect thereof received from the Municipal Corporation of Pune, the Purchaser/s shall be obliged to make payment of his / her / their pro-rata share of the expenses and outgoings of the Common Areas and Facilities of the said Project and the said Whole Project and which expenses and outgoings are specified in the Fifth Schedule hereunder written. The Purchaser / s shall be liable to make payment of such contribution within 15 days after notice in writing is given by the Promoter in that behalf and until such time as the Promoter hands over maintenance and management of the said Project to the said Co-operative Housing Society formed of all the Purchaser/s of Flats/Units in the said Project, as the case may be. From the date such management and control of the said Project is handed over to the said Society, as the case may be, the Purchaser/s shall be obliged to make payment of such to the said Society. On or before being entitled to receive possession of the said Unit, the Purchaser/s shall be obliged to pay a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) towards Maintenance Charges and GST as applicable on Maintenance Charges to the Promoter representing the pro-rata contribution of the

Purchaser/s towards the expenses and outgoings of the Common Areas and Facilities of the said Project as set out in the Fifth Schedule hereunder written, for a period of 12 ( Twelve) months from the date the Promoter intimates to the Purchaser/s that the said Unit is completed. The Promoter shall maintain the Project until such time as the Maintenance, Management and Control of the said Project is handed over to the said Society formed of the purchasers of Units therein. On and after such handing over, the Purchaser/s shall be obliged to make further contribution towards the expenses and outgoings of the Common Areas and Facilities of the said Project and the said Whole Project to the said Society. In the event of the amount so collected for maintenance repair and upkeep of the Common Areas and Facilities of the said Project and of the said Whole Project being found at any time to be insufficient, then the Purchaser/s herein and the purchaser/s of other Units shall be obliged to make further contributions towards the same failing which the Promoter or the said Society shall be entitled to utilize the principal amount of the Deposits and/or the interest accrued on such Deposits mentioned in this Clause. The Promoter expressly reserves the right to grant the contract for carrying out such maintenance and management of the said Project to a Professional Agency and the Purchaser/s herein shall not object to the same.

20) Before being entitled to receive possession of the said Unit, the Purchaser/s herein shall be obliged to deposit with the Promoter a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) towards the pro-rata contribution of the Purchaser/s of a Fund to be constituted for meeting major items of Repair/ Replacement of the Common Areas and Facilities of the said Project and the said Whole Project. The Promoter shall utilize the interest accrued from such Fund to defray of the costs of such Repair/Replacement. On the Promoter handing over management and control of the said Project to the said Society formed of the purchasers of units therein, the Promoter shall hand over such Fund together with unutilized interest accrued thereon to such Society.

21) The Purchaser/s shall make payment to the Promoter of Goods & Services Tax (GST) as applicable from time to time 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 GST 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, surcharge 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/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.

- 22) If within a period of five years from the date of handing over the said Unit to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any structural defect in the Unit or the building in which the said Unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. The Purchaser / s shall not, without the prior written consent of the Promoter 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 Real Estate (Regulation and Development) Act 2016 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. Notwithstanding anything to the contrary contained hereinabove as regards Items/ Goods/ Systems such as Lifts, Fire-Fighting Equipment, Solar Heating System, Sewage Treatment Plant, Organic Waste Converter, Sanitary Fittings and C.P. Fittings, etc to be provided by the Promoter in the said Project and/or in the said Unit, the Promoter's liability for any manufacturing defects therein shall be concurrent with and be limited to the period of Warranty given by the Manufacturers of such Items/ Goods/ Systems and shall not extend beyond such periods. Further, such warranties pertaining to such Items/ Goods/ Systems which require periodic maintenance shall become null and void if such periodic maintenance as prescribed by the Manufacturer is not attended to by the Co-operative Housing Society formed of the purchasers of Flats/ Units in the said Project.

- 23) Upon all the Unit Purchaser/s in the said Project co-operating and executing necessary papers, the Promoter herein will form a Co-operative Housing Society. The Purchaser/s of all Units in the said Project, including the Purchaser/s/s herein, shall become members of such Society. 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 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 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 Purchaser/s of the Units may be affected, prejudiced and endangered in any manner or likely so to be.
- 24) The Purchaser/s of all of 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 Promoter and /or said Society, including amounts by way of contribution towards the Common Expenses and Outgoings of the said Project.

- 25) The Purchaser/s/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 Project to the said Society, represent the Purchaser/s/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 Pune, 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 liaising 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 Project 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 Conveyance which shall be executed by the Promoter in favour of the said Society formed of the purchasers of all units in the said Project. The Purchaser/s

shall also be obliged to pay a pro-rata share of the Stamp Duty and Registration Charges payable on the Deed of Conveyance and the said Land and the Common Areas and Facilities of the said Whole Project to be executed in favour of the Apex Body to be formed with the Individual Co-operative Housing Societies formed of the holders of Units in each Project as its Members.

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/s own cost in good tenable 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 without the consent of the local authorities, if required.
- 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 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. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other 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 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 said 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.
- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land / building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f. 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.
- g. Pay to the Promoter within fifteen days of demand by the Promoter, the Purchaser/s share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Unit is situated.

- h. 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 for any purposes other than for purpose for which it is sold.
- i. To install the Exhaust Fans/ Cooling Units/ Compressors of "Split Type/ window" Air Conditioners appurtenant to the said Unit only at such places as shall be prescribed therefor by the Promoter.
- j. 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.
- k. 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.
- l. The Purchaser/s/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 only after the Purchaser/s/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.
- m. The Purchaser/s shall observe and perform all the rules and regulations of the Society to be formed of all Purchaser/s of Units in the said Project 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 such as the Municipal Corporation of Pune ,Office of Collector Pune, 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.

n. Till the transfer of the said Project is executed in favour of the said Co-operative Housing Society to be formed of all the Purchasers in the said Project, the Purchaser/s/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 buildings thereon or any part thereof to view and examine the state and condition thereof.

29) That, as stated above, the said Whole Project known as "VOYAGE TO THE STARS" presently consists of Five Wings/Buildings connected at podium level containing Residential Flats and a sixth Building with a ground and one upper floor which are to contain Shops/ Showrooms/Restaurants/ Commercial Premises abutting the 24 Meter wide Development Plan Road running along the eastern side of the said Land. The Promoter reserves the right to assign and transfer the right to construct such Building containing Shops/ Showrooms/ Commercial Premises/ Restaurants to another person or party with right given to such person or party to sell such Shops/ Showrooms/Restaurants/ Commercial Premises to prospective purchasers thereof and to receive and appropriate the Sale Proceeds thereof. The Promoter has expressly informed the Purchaser/s herein of the following, that is to say:

i) The Promoter shall be fully entitled to put the Terrace above the seventeenth floor over each of the said five Buildings/ Towers of the said Whole Project known as "VOYAGE TO THE STARS" (and which Terrace is to be connected so as to form one contiguous overhead terrace having an area of 10,000 sq.mtrs. or thereabouts) for user for providing the following facilities:

- i) Swimming Pool.
- ii) Walking Track
- iii) Children's Play Area
- iv) Multi-purpose Lawn, etc.

ii) The Purchaser/s herein and the purchasers of other Flats/ Units in the said Whole Project known as "VOYAGE TO THE STARS" will be fully entitled to use all such facilities provided by the Promoter on the said Terrace without making payment of any "Entrance Fees" or "Membership Charges" but subject to payment of Charges as may be prescribed for use of such Facilities by the Promoter from time to time. The Promoter shall be fully entitled to grant/ assign the rights of maintenance, management and control of all such Facilities provided by the Promoter on the said Terrace to a third person or party on such terms and conditions as the Promoter deems fit and proper and, in which event, such third person or party will step into the shoes of the Promoter in all matters pertaining to maintenance, management and control of the said Facilities provided on the said Terrace by the Promoter and such person or party shall be entitled to recover the Charges from the users of such Facilities.

- 30) The Promoter shall comply with all the requirements of the Municipal Corporation of Pune for sanction of water connections of the requisite capacity for the said Project and the said Whole Project to be constructed on a part of the said Land. However, the Purchaser/s/s herein has been made expressly aware by the Promoter that till such time as such water connections are procured and sufficient water becomes available for the said Project or the Whole Project through such water connections, the requirement of water for the said Project or the Whole Project 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/ over and above the regular monthly maintenance charges.

- 31) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all Open spaces, Parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said Project is transferred to the Society.
- 32) After execution of the this Agreement , the Promoter shall not mortgage or create a charge on the said Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s.
- 33) Notwithstanding anything contained hereinabove, the Promoter shall cause the said Project to be conveyed in favour of the Co-operative Housing Society to be formed of all the Purchaser/s of Units therein within a period of three months from the date the Promoter receives the Occupancy Certificate from the Municipal Corporation of Pune provided by that time, the Promoter has realized all its dues from all the purchaser/s of all units in the said Project. Further, the Promoter shall, within a period of three months from receipt by the Promoter of the Occupancy Certificate of the last Project out of the said Whole Project, cause to be conveyed the said Land and all areas and facilities common to the Whole Project to the Apex Society formed with the Cooperative Societies formed of the holders of Units in individual Societies in the said Whole Project as its Members.
- 34) Forwarding this Agreement to the Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Promoter of an Application from the Purchaser/s for allotment of the said Unit and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the

Promoter. If the Purchaser/s fails to execute and deliver to the Promoter this Agreement within the said period of 30 (thirty) days and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a Notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection there with including the booking amount shall be returned to the Purchaser/s without any interest or compensation after deducting a sum of Rs.5,00,000/- (Rupees Five Lac Only) towards "Cancellation Charges" and which amount shall stand forfeited.

- 35) The Promoter shall be entitled to grant lease or licence of any portion of the said Land to any Government/ Semi-Government, 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/s herein shall not be entitled to raise any objection to such grant of lease or license. Conveyance of the said Land and buildings thereon in favour of the Co-operative Housing Society to be formed of all the Purchaser/ss of Units shall be expressly subject to the rights created under any such Lease or License mentioned in this Clause.
- 36) A portion out of the said Land shall be earmarked for installation of a MSEDCL Transformer/ Sub-Station. Such portion will have to be demised to the MSEDCL for a period of Ninety-Nine years. In the circumstances, conveyance of the said Land and Buildings thereon in favour of the Co-operative Housing Society formed of the Purchaser/s Purchaser/s of Flats/ Units in the said Whole Project shall be expressly subject to such lease of the said portion granted in favour of MSEDCL.
- 37) The Promoter proposes to install a Water Meter for each Unit in the said Project for the purposes of metering the amount of water consumed in such Unit periodically. Further, the Promoter also proposes to install a Dual Energy Meter in respect of the said n Unit for metering/ measuring the electricity from the Mains Supply and the electricity from the Diesel

Generator Back-up System provided by the Promoter for the said Project/ Whole Project. The Purchaser/s herein shall make payments as per the reading taken from the said Water Meter and Dual Energy Meter without delay or demur.

- 38) The Promoter has named the said Whole Project under construction on the said Land as "VOYGAGE TO THE STARS", which may be changed to any other name at the discretion of the Promoter for which the Purchaser/s/s shall not be entitled to raise any objection for such change in the name of the Project.
- 39) The Purchaser/s/s shall at his/her/their own costs lodge this agreement for Registration with the concerned Sub-Registrar and forthwith inform the Promoter the Serial Number under which the same is lodged to enable the Promoter to admit execution of the same.
- 40) 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/s nor shall the same in any manner prejudice the rights of the Promoter hereunder.
- 41) All letters, receipts, and/or notices issued by the Promoter dispatched under R.P.A.D. to the address of the Purchaser/s/s mentioned hereinabove or sent by E-mail or by Telephonic Messages or Private Courier 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 e-mail identification or Mobile Cell Number 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.
- 42) That in case there are Joint Purchaser/s, all communications shall be sent by the Promoter to the Purchaser/s whose name appears first and at

the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

- 43) As per the provisions of Environment (Protection) Act 1986, the Promoter has obtained Environmental Clearance for the said Project and will provide the required Infrastructure / Services for the said Project. The Promoter shall maintain the Infrastructure / Services which are provided to the said Project till handing over of the said Project to the Society. However after formation of the Co-operative Housing Society of the Purchaser/s of the Units, the Purchaser/s of all Units in the said Project, including the Purchaser/s herein, shall share cost of maintenance and upkeep of the Environmental Infrastructure that is provided by the Promoter to the said Project. Once the Society is formed then Chairman / Secretary / Estate Manager will be responsible for the maintenance of all such Infrastructure / Services. The Society shall ensure that all environment equipment are duly operational and maintained & regular monitoring as per provisions of Environmental Clearance for the said Project is carried out. It is hereby further agreed that the Promoter shall not be held responsible or liable whereby the Society fails to comply with or contravenes any of the provisions/rules/orders issued for the said Project under the Environment (Protection) Act 1986.
- 44) This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit//building, as the case may be.
- 45) This Agreement may only be amended through written consent of the Parties.
- 46) The terms and conditions of this Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act 2016 and the Rules made there under.

- 47) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Unit shall equally be applicable to and enforceable against any subsequent Purchaser/s, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.
- 48) If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 49) The Promoter and Purchaser/s agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 50) Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, then it shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

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:**

(Description of the said Land)

A portion admeasuring 45874.96 sq.mtrs. being a part or portion out of all that piece and parcel of land or ground admeasuring 48399.40 sq.mtrs. (as per the Revenue Record in respect thereof but actually/ physically admeasuring 46642.96 sq.mtrs. bearing Plot "B" out of the sanctioned layout in respect of the contiguous block of land formed of the lands/portions bearing Survey No. 43 Hissa Nos. 1 to 8A, 9A, 9B/1, 11 (Part), 11/1, 11/2 and 12 and land bearing Survey No.44, situate, lying and being at Village Mohammedwadi 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 and which Plot "B" is comprises of portions admeasuring 501.82 sq.mtrs, 14.88 sq.mtrs, 21,744.90 sq.mtrs and 999.14 sq.mtrs out of lands bearing Hissa Nos.6, 7, 11 and 12 respectively of Survey No.43, Village Mohammedwadi and a portion admeasuring 25138.66 sq.mtrs out of the land bearing Survey No.44, Mohammedwadi out of the said sanctioned Layout in respect of the said Larger Land and which portion admeasuring 45874.96 sq.mtrs. out of the said Plot "B" is bounded as follows, that is to say:

|                         |   |                                                                                                  |
|-------------------------|---|--------------------------------------------------------------------------------------------------|
| On or towards the East  | : | By the Development Plan Road                                                                     |
| On or towards the South | : | By land bearing Survey No.41,<br>Mohammedwadi and Forest Land.                                   |
| On or towards the West  | : | By land bearing Survey No.41,<br>Mohammedwadi and Forest Land.                                   |
| On or towards the North | : | Partly by land bearing Survey No.41,<br>Mohammedwadi and partly by the<br>Development Plan Road. |

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

The residential Flat admeasuring \_\_\_\_\_sqmtrs carpet area bearing No.\_\_\_\_\_together with the Enclosed Balcony admeasuring \_\_\_\_\_ sq.mtrs. and together with the covered sit-out admeasuring \_\_\_\_\_ sq.mtrs. thereto and which Flat to be situate on the \_\_\_\_\_ floor of Building "\_\_\_\_\_"in the said Project of the Whole Project to be known as **"VOYAGE**

**TO THE STARS**”under construction on the said Land more particularly in the First Schedule hereinabove written.

TOGETHER WITH the exclusive right of user of one/ two/ three Covered Car Parking Space bearing No.\_\_\_\_\_ situate in the basement/ \_\_\_\_\_parking floors of the said Project ng.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

(Schedule of Payments)

- |                 |                                                                                                                                                           |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Rs. _____/-  | 10% BOOKING/ APPLICATION FEE/ ADVANCE PAYMENT                                                                                                             |
| 2. Rs. _____/-  | 20% On execution of formal Agreement of Sale                                                                                                              |
| 3. Rs. _____/-  | 15% On completion of Plinth work                                                                                                                          |
| 4. Rs. _____/-  | 4% On casting of Second Slab                                                                                                                              |
| 5. Rs. _____/-  | 3.5% On casting of Fifth Slab                                                                                                                             |
| 6. Rs. _____/-  | 3.5% On casting of Eighth Slab                                                                                                                            |
| 7. Rs. _____/-  | 3.5% On casting of Eleventh Slab                                                                                                                          |
| 8. Rs. _____/-  | 3.5% On casting of Fourteenth Slab                                                                                                                        |
| 9. Rs. _____/-  | 3.5% On casting of Seventeenth Slab                                                                                                                       |
| 10. Rs. _____/- | 3.5% On casting of Twentieth Slab                                                                                                                         |
| 11. Rs. _____/- | 5% On completion of internal walls of the said Apartment.                                                                                                 |
| 12. Rs. _____/- | 10% On completion of flooring, tiling, internal plumbing upto the floor level of the said Apartment.                                                      |
| 13. Rs. _____/- | 5% on completion of external plumbing, façade, terraces with water proofing of the Building in which the said Apartment is located.                       |
| 14. Rs. _____/- | 5% to be paid on completion of Lifts, Water-Pumps, Electrical Fitting, Entrance and Floor Lobbies of the Building in which the said Apartment is located. |
| 15. Rs. _____/- | 5% on receipt of Occupancy/ Completion Certificate                                                                                                        |

Rs. \_\_\_\_\_/- TOTAL 100%

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(Amenities and Specifications)**

**BUILDING FEATURES**

- RCC STRUCTURE WITH FLAT SLAB.
- FURNISHED ENTRANCE LOBBY.
- 3 ELEVATORS (10 PASSENGER) + ONE SERVICE/STRETCHER ELEVATOR IN EACH BUILDING.
- DRY/WET GARBAGE DISPOSAL SYSTEM
- PROXIMITY CARD READER ACCESS TO ALL PARKING AREAS WITH BOOM BARRIER CONTROL.
- CCTV MONITORING FOR ENTRANCE LOBBIES AND COMMON AREAS.

**APARTMENT FEATURES**

- FLOOR TO FLOOR HEIGHT OF 3.40 MTS
- IMPORTED MARBLE / TILES FLOORING TO LIVING/DINING/PASSAGES
- TILES/MARBLE IN KITCHEN FLOORING.
- WOODEN FLOORING / IMPORTED TILES IN ALL BEDROOMS.
- ANTI SKID TILE FLOORING IN ALL TERRACES/BALCONIES.
- DESIGNER / TILES IN ALL BATHROOMS.
- FULLY FITTED/FURNISHED MODULAR KITCHEN
- IMPORTED DOORS.
- VRV AIRCONDITIONING SYSTEM OF APPROPRIATE CAPACITY FOR ENTIRE APARTMENT.
- CUSTOM DESIGNED VANITY CABINETS WITH INTEGRATED BASIN IN ALL BATHROOMS.
- SEPARATE GLASS ENCLOSED SHOWER CUBICLES IN ALL BATHROOMS.
- HANS GROHE/KOHLER/ISENBERG/EQUIVALENT FIXTURES IN ALL BATHROOMS.(EXCEPT IN SERVANTS BATHROOM)
- DURAVIT/KOHLER/ EQUIVALENT WC / WHB (EXCEPT IN SERVANTS BATHROOM).
- ENERGY EFFICIENT BOILERS FOR HOT WATER FOR ALL APARTMENTS.
- ALL BATHROOMS/KITCHEN PROVIDED WITH EXHAUST SYSTEM.
- ENTIRE APARTMENT PREWIRED FOR DTH/DATA/TELECOM

- 3PHASE ELECTRICAL SUPPLY FOR EACH APARTMENT WITH AMPLE ELECTRICAL POINTS.
- DIGITAL FRONT DOOR LOCK.
- SPRINKLER SYSTEM FOR FIRE IN ALL ROOMS WITH SMOKE DETECTOR.
- GAS LEAK DETECTORS IN ALL KITCHENS.

**COMMON AMENITIES**

- DRIVERS WAITING ROOM /TOILETS
- MULTI PURPOSE CLUBOUSE WITH INDOOR GAMES/PARTY HALL/LAWN/TO BE CONSTRUCTED ON THE GROUND FLOOR.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

(Common Expenses & Outgoings)

1. Towards maintenance and repairs of common areas and facilities of the said Project and of the said Whole Project, including the said Land.
2. Wages of Watchmen, Sweepers etc.
3. Insurance.
4. Revenue Assessment.
5. All other taxes, levies, charges and ceases.
6. Electricity and water charges and deposits in respect of common electrical and water pumps and other installations.
7. All Expenses of and incidental to the management of the said Project and of the said Whole Project known as**"VOYAGE TO THE STARS" and of the said Land.**

SIGNED SEALED AND DELIVERED )

by the withinnamed "**PROMOTER**" )

**"M/s. ACROPOLIS PURPLE DEVELOPERS** )

by the hand of its Authorized Signatories )

**SHRI. DEEPAK DHIRAJLAL MEHTA** and )

**SHRI. SUBAHU KIRIT SHAH** )

in the presence of: )

1.

2.

SIGNED SEALED AND DELIVERED )  
by the withinnamed )  
**"CONFIRMING PARTIES"** )  
(1)THE SAINIK VIHAR COOPERATIVE )  
HOUSING SOCIETY LIMITED, )  
(2) MRS.U. ADUSUMELLI, )  
(3) MR. J. L. RASAM, (4) MS. SAMREEN KHAN, )  
(5) MRS. G. K. RAIZADA, )  
(6) MR. P. B. PATANKAR, )  
(7) DR.TEJAASWANI R. CHAVAN, )  
(8) MR. CLYDE G. PEREIRA, )  
(9) MRS. MEENAKSHI TAMHAN, )  
(10) MR. V. LOBO, (11) COL. MANI SRINIVAS, )  
(12) MR. SURENDRA UPADHYAY, )  
(13) MR. S. R. MURTHY, (14) MRS. D. K. )  
RAIZADA, (15) LT. COL. S. P. SINGH, )  
(16) MRS. S. G. PITHAWALA, )  
(17) MR.D. D. PEDNEKAR, )  
(18) MR. B. D. PEDNEKAR, )  
(19) MR. S. PRABHAKAR PAI, )  
(20) MR. K. MOORTHY PRABHU, )  
(21) MRS. A. A. D'SOUZA, )  
(22) MS. S. E. M. FONSECA, )  
(23) MR. ALPHONSUS VIEGAS, )  
(24) MR. B. SAWHNEY, )  
(25) MR. A. N. RUKDIKAR, )  
(26) MR. N. LALLA, )

(27) MR. P. RAMNATHAN, )  
(28) MRS. SALMA A. REHMAN, )  
(29) MR.P. RAMANATHAN, )  
(30) MR. H. LALLA, (31) MR. SIKANDAR )  
N. SHAIKH, (32) MR. SANJAY KOCHHAR )  
AND (33) MR. DARRYL MENEZES, )  
Nos(1) to (33) by the hand of their duly )  
constituted attorneys, )  
SHRI.DIPAK DHIRAJLAL MEHTA and/or )  
SHRI.SUBAHU KIRIT SHAH, )  
in the presence of: )

1.

2.

SIIGNED SEALED AND DELIVERED )  
by the withinnamed "**PURCHASER/S**" )  
1..... )  
2..... )

in the presence of:

1.

2.