

Annexure 'A'

(See rule 10(1))

ARTICLES OF AGREEMENT

THIS ARTICLES OF AGREEMENT IS MADE AND EXECUTED AT PUNE ON THIS -----
----- DAY OF ----- IN THE YEAR TWO THOUSAND TWENTY _____.

B E T W E E N

M/S. EMPRESA ESTATES PRIVATE LIMITED

A private limited company registered under the provisions of the companies act ,
CIN :- U45400UP2021PTC 147833. PAN No :- AA GCE 52 86P
Having its Business Office at:- 9th floor, Majestique Cityview Building,
S. No. 510+ 511, Gultekadi, Pune-411037.

Through its authorized persons:-

MR. SANJAY BHAWARLAL MEHTA ,

Age: 43 years, Occupation: Business,

MR. ANKIT DINESH CHHAJED ,

Age: 30 years, Occupation: Business,

Hereinafter referred to as the **"PROMOTER/DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successor past, present and future Partners and their successors, their heirs, administrators and assigns etc.)

---- PARTY OF THE FIRST PART

AND

M/S. APEX ERECTORS LLP, a limited liability partnership firm

PAN :- AAZFA0772A,

Through its designated partners:-

MR. SUNIL JAYSINHA PATIL

Age: 54 years, Occupation: Business,

R/At :- Plot no. 84, National Society, S. No. 118 to 124,

Aundh Pune- 411007.

MR. ANIL GULABRAO PAWAR

Age: 57 years, Occupation: Business,

R/At :- Plot No. 44, Nishuraj , Gulabnagar Housing Society,

Dhankawadi, Pune- 411043.

Hereinafter referred to as the **"OWNER/CO-PROMOTER"** (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successor in title, present and future Partners and their successors, their heirs, administrators and assigns etc.)

---- PARTY OF THE SECOND PART

AND

1) _____

Age:- _____ Years, Occ:- _____

PAN No. - _____

2) _____

Age:- _____ Years, Occ:- _____

PAN No. - _____

Both R/at:- _____.

Hereinafter collectively referred to as “**THE PURCHASER / ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Purchasers/Allotees’/ Allotee, his/her/their heirs, executors, successors, shareholders, administrators and assigns)

..... **PARTY OF THE THIRD PART**

WHEREAS all that piece and parcel of the land admeasuring 9043.14 Sq. Mtrs. bearing S. No. Survey No. 14/1A/1 to 5 (18 Mtrs DP road), 14/1A/1 to 5 (Plot Amenity Space) and 14/1A/1 to 5 (Plot No. B) (Old Survey No. 14/1/1, 14/1/2, 14/1/3, 14/1/4 and 14/1/5) **out of total area** admeasuring 14471.70 situated at village Baner, Taluka Haveli District Pune and within the limits of Pune Municipal Corporation, Taluka Haveli, District Pune area belongs to and stands in the name of the M/S. APEX ERECTORS LLP through its designated partners 1) Mr. Sunil Jaysinha Patil 2) Mr. Anil Gulabrao Pawar.

AND WHEREAS earlier, by various registered deeds and documents duly registered with the office of Sub Registrar Haveli, the previous owners were well sufficiently entitled to land admeasuring 02 Hectare 37 Ares comprised in all those pieces and parcels of land bearing New Survey No. 14/1A/1 to 5 (18 Mtrs DP road), 14/1A/1 to 5 (Plot Amenity Space) and 14/1A/1 to 5 (Plot No. B) (Old Survey No. 14/1/1, 14/1/2, 14/1/3, 14/1/4 and 14/1/5) situated at village Baner, Taluka : Haveli, District : Pune and within the jurisdiction of Sub Registrar Haveli No. 1 to 27 and within the limits of Pune Municipal Corporation.

Later on, with a view to utilized maximum building potential of the land, previous owners amalgamated the entire land and sub divided the entire land as detailed hereunder

Plot No.	Area
A	6705.96 Sq. mtrs.
B	19613.04 Sq. mtrs.
C	511 Sq. mtrs.
D	470 Sq. mtrs.

Further, all persons entitled to develop the said land/s had agreed to revise the said layout referred to above and submitted the same to Pune Municipal Corporation and which revised layout has been sanctioned by Pune Municipal Corporation and the necessary Commencement Certificate bearing no. DPO/CC/3572/2012 dated 20/2/2013 thereto has been issued and the said entire land has now been subdivided into several plots i.e Plot No. A (including open space) 6705.96 square meters, Plot No. B (including

area for transformer and excluding open space of Plot No. C and D 406.27 square meters) admeasuring 19613.4 square meters, Plot No. C (including area under ohol) admeasuring 532 square meters , Plot No. D admeasuring 3605.11 square meters, and Open Space of Plot No. C and D admeasuring 406.27 square meters.

Thereafter, by Deed of Confirmation dated 21/5/2014 and duly registered with the office of the Sub Registrar Haveli No. 18, Pune at serial no. 3474/2014 and executed by and between the previous owners and Mr. Ramchandra S. Mate and Mrs. Ratnaprabha R. Mate. Accordingly, the previous owners thereto have confirmed their respective undivided shares in the land and after the sanction of the said layout and also the rights of the Developers to develop the same. In terms of the said Deed of Confirmation dated 21/5/2014, the parties thereto confirmed their respective undivided share in the ownership rights in the said land. and accordingly their names were mutated on the Revenue Records and matters incidental thereto.

Thereafter, by a Deed of Gift dated 21/5/2014 which duly registered with the office of the Sub Registrar Haveli No. 18, Pune at serial no. 3476/2014, the said Mrs. Ratnaprabha Ramchandra Mate has with the consent and confirmation of other co-owners have absolutely conveyed and transferred unto and in favour of Mrs. Vaibhavi Sunil Patil herein by way of gift absolutely and forever all that piece and parcel of undivided land or ground admeasuring 2750 square metres out of Plot No. B total admeasuring 9043.14 square metres in the sanctioned layout of all those pieces and parcels of land or ground collectively admeasuring 2 Hectare 73 Ares i.e. 27300 square metres bearing (i) Survey No. 14/1/1 admeasuring 55 Ares assessed at Rs. 1=49paise, (i) Survey No. 14/1/2 admeasuring 54 Ares assessed at Rs. 1=49paise, (iii) Survey No. 14/1/3 admeasuring 55 Ares assessed at Rs. 1=46paise, (iv) Survey No. 14/1/4 admeasuring 55 Ares assessed at Rs. 1=49paise and (v) Survey No. 14/1/5 admeasuring 54 Ares assessed at Rs. 1=49paise lying, being and situate at Village Baner, Taluka Haveli, District Pune and within the limits of the Pune Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli No. 1 to 26, Pune being his undivided share in the entire land based on the Deed of Confirmation dated 21/5/2014 and on certain terms and conditions as stated therein. Pursuant thereto the name of the said Mrs. Vaibhavi Sunil Patil was mutated in the revenue records. The same is reflected vide mutation entry no. 20581.

After that, Deed of Gift dated 21/5/2014 and duly registered with the office of the Sub Registrar Haveli No. 18, Pune at serial no. 3477/2014, the said Mr. Ramchandra Shankarrao Mate has with the consent and confirmation of other co-owners have absolutely conveyed and transferred unto and in favour of Mrs. Vaibhavi Sunil Patil by way of gift absolutely and forever all that piece and parcel of undivided land or ground admeasuring 2200 square metres out of Plot No. B total admeasuring 9043.14 square metres in the sanctioned layout of all those pieces and parcels of land or ground collectively admeasuring 2 Hectare 73 Ares i.e. 27300 square metres bearing (i) Survey No. 14/1/1 admeasuring 55 Ares assessed at Rs. 1=49 paise, (i) Survey No. 14/1/2 admeasuring 54 Ares assessed at Rs. 1=49paise, (iii) Survey No. 14/1/3 admeasuring 55 Ares assessed at Rs. 1=46paise, (iv) Survey No. 14/1/4 admeasuring 55 Ares assessed at Rs. 1=49paise and (v) Survey No. 14/1/5 admeasuring 54 Ares assessed at Rs. 1=49paise lying, being and situate at Village Baner, Taluka Haveli, District Pune and within the limits of the Pune Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli No. 1 to 26, Pune being his undivided share in the entire land based on the Deed of Confirmation dated 21/5/2014 and on certain terms and conditions as stated therein. Pursuant thereto the name of the said Mrs. Vaibhavi Sunil Patil was mutated in the revenue records. The same is reflected vide mutation entry no. 20554.

Later on , APEX ERECTORS LLP, a Limited Liability Partnership firm duly registered under the provisions of the Limited liability Partnership Act, 2008 has purchased the above mentioned total area adm about 14,471.70 sq. mtrs by way of registered Sale Deed of dated 29/5/2014 duly registered with the office of sub registrar Haveli NO. 18 Pune at Serial no 3482/2014 and the same has been effected on the 7/12 vide mutation entry no. 20587.

On 04/05/2022, Apex Electors LLP execute and registered Hasatataran Dast in favour of Pune Municipal Corporation for the Road and Amenity Handover for the area admeasuring 32.5152 Sq. mtrs of Survey No. 14/1/1+2+3+4+5 PLOT no. E (Amenity Space) adm about 3251.52 sq.mtrs from the sanctioned layout of survey no.14/1/1,14/1/2,14/1/3, 14/1/4 and 14/1/5 having total area adm 14471.70 sq.mtrs of village Baner , Taluka Haveli, District Pune said Hastataran Dast registered at Haveli 10 at serial No. 11750/2022. Accordingly vide Mutation Entry No. 23585 name of Pune Municipal corporation has been recorded on 7/12 extract of Survey No. 14/1/1+2+3+4+5 PLOT no. E

Thereafter, vide a Development Agreement dated 31/03/2022 duly registered at the office of Sub-Registrar Haveli No.10 at Sr. No. 9412/2022 along with a Power of Attorney registered at Sr. No. 9413/2022 entrusted development rights of the area i.e 9043.14 sq.mtrs out of total area admeasuring survey no. 14/1/1,14/1/2,14/1/3,14/1/4 and 14/1/5 having total area adm 14471.70 sq.mtrs of village Baner, Taluka Haveli, District Pune in favour of Promoters herein i.e. **M/S. EMPRESA ESTATES PRIVATE LIMITED** which is hereinafter referred as Promoters/ Developers.

Thus, the Promoters has well sufficient development rights of all that piece and parcel of land i.e Survey No. 14/1A/1 to 5 (18 Mtrs DP road), 14/1A/1 to 5 (Plot Amenity Space) and 14/1A/1 to 5 (Plot No. B) (Old Survey No. 14/1/1, 14/1/2, 14/1/3, 14/1/4 and 14/1/5) admeasuring about 14471.70 sq. mtrs out of that 9043.14 square meters in the sanctioned layout of village Baner, Taluka Haveli, District Pune and within the limits of Pune Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli No. 1 to 27, Pune.

AND WHEREAS, APEX ERECTORS LLP has granted the development rights along with Power of Attorney in favour of **M/S. EMPRESA ESTATES PRIVATE LIMITED** for land area admeasuring 9043.14 sq.mtrs out of their total land holding from S.No. 14 vide Development Agreement bearing Registration S.No. 9412/2022 and 9413/2022 of Haveli No. 10 dated 31/03/2022, respectively.

Thereby M/S. Empresa Estates Private Limited (hereinafter referred as Promoter/Developer) had acquired total land area 9043.14 sq.mtrs and authorized to develop and construct the building/s on the total land area admeasuring about 9043.14 sq.mtrs bearing Survey No. 14/1A/1 to 5 (18 Mtrs DP road), 14/1A/1 to 5 (Plot Amenity Space) and 14/1A/1 to 5 (Plot No. B) (Old Survey No. 14/1/1, 14/1/2, 14/1/3, 14/1/4 and 14/1/5) situated at village Baner, Taluka Haveli District Pune and within the limits of Pune Municipal Corporation, Taluka Haveli, District Pune (hereinafter for sake of brevity referred to as the "**SAID LAND/PROPERTY**") and more particularly described in Schedule.

AND WHEREAS the Promoter/Developer is entitled to construct buildings and several units on the said land in accordance with the recitals hereinabove. And the Promoter is in possession of the Project Land.

AND WHEREAS

- 1) The Allottee/Purchaser/s hereinabove being interested in purchasing the said below mentioned flat/unit and is satisfied thereabout and further have visited the project and have seen the location of the said property and thereby has/ have approached the promoters and on demand from the Allottee/ Purchaser/s, the Promoters has given inspection to the Allottee/Purchaser/s of all the documents of the title relating to the Project land and plans, designs and specifications prepared by the Promoter's Architect **Mr. Jay Aeram** 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 there under.
- 2) The Promoter/s has also requested the Purchasers to carry out the search and to investigate the title by appointing his/her/their own Advocate.
- 3) The Purchaser/s having acquainted himself/herself/themselves with all the facts and nature of right of the Promoter/s as well as the area of the designated Flat/Unit has/have thereupon entered into this Agreement.
- 4) The Purchaser/s hereinafter shall not be entitled to challenge or question the title of the right of the Promoter/s to enter into this Agreement and/or the area of the Flat/Unit as aforesaid.

AND WHEREAS, the Promoter/Developer would be developing the aforesaid land by constructing residential buildings which shall have common amenities for the said entire land and the project as a whole.

AND WHEREAS

- 1) The Promoter has entered into a standard Agreement with an **Architect** registered with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council or Architects;
- 2) The Promoter has appointed **structural engineer** for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings. Provided however, the Promoter reserves the right to change the said Architect and Structural Engineers at any time before the completion of the said project or buildings.

AND WHEREAS by Virtue of the Agreement, Power of Attorney the Promoter has sole and exclusive right to sell the Flat/Unit/Apartment in the said building/s to be constructed by the Promoter on the said land and to enter into Agreement/s with the Allottee/Purchaser/of the said Flat/Unit/Apartment and to receive the sale consideration in respect thereof.

AND WHEREAS

- 1) The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of property card or 7/12 extract of or any other relevant revenue record showing the nature of the title of the Promoter to the Project land on which the Flat/Unit/Apartment are constructed or are to be constructed have been annexed hereto.
- 2) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority i.e. at preset PMC have been annexed hereto.
- 3) The authenticated copies of the building Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided on the said project have been annexed hereto.
- 4) The authenticated copy of the floor/unit plan and specification of Apartment agreed to be purchased by the Allottee, as sanctioned and approved by local authority have been annexed.

AND WHEREAS

1) The promoter has got the approvals from the concerned local authority(s) i.e PMC Pune to the plans, the specifications, elevations, and sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain building completion certificate or occupancy certificate of the said Building.

2) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;

AND WHEREAS the building layout sanctioned by the Pune Municipal Corporation, Pune in respect of the said contiguous block was revised from time to time and sanction for such revisions was duly procured, and whereas the plan was sanctioned by the PMC, Pune vide its Commencement Certificate no. DPO/CC/3572/2012 dated 20/2/2013 and revised Commencement Certificate bearing no. CC/0705/22 dated 17/06/2022 is hereinafter referred to as the **“said sanctioned layout”** which is annexed hereto as **Annexure**.

AND WHEREAS the Hon'ble Collector of Pune, Revenue Branch vide order dated bearing No. PMRDA/NA/SR/...../20..... permitted non-agricultural use of the said property/land of the Maharashtra Lands Revenue Code, 1966.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed sanctioned plans along with the area including the allocated right to use of all common restricted areas in the said Building in the present Project.

AND WHEREAS the Promoter has registered his project for 1) building 'I' Tower A as vide MahaRERA certificate bearing no. P521..... 2) building 'I' Tower B as vide MahaRERA certificate bearing no. P521..... under the Provisions of the Real Estate (Regulation and Development) Act 2016 with the Maharashtra Real Estate Regulatory Authority. Authenticated copy is attached as **Annexure**.

AND WHEREAS the Allottee/Purchaser/s has, prior to the date hereof, examined a copy of the Maha Rera Certificate and has caused the Maha Rera Certificate to be examined in detail by his/her/their Advocates and Planning and Architectural consultants. The Allottee/ Purchaser/s has agreed and consented the development of the Project, as proposed by the Promoter/Developer from time to time. The Allottee/Purchaser/s has also examined all documents and information uploaded by the Promoter/Developer on the website of the authority as required by Maha Rera and has understood the documents and information in all respects.

AND WHEREAS the Allottee/Purchaser/s hereinabove who has lookout for suitable Flat/unit/apartment and accordingly he/she/they have visited the said project and have seen the location of the said land/property and thereby has approached the Promoter/Developers and the Promoter/Developer has given inspection to the Allottee/Purchaser/s of all the documents of the title relating to the said Project, land/property and plans, designs and specifications prepared by the Promoter/ Developer's Architects 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 there under.

Accordingly the Allottee/Purchaser/s decided to purchase the Flat/unit/apartment no. _____ (Herein after referred as **"the said Flat/Unit/Apartment"**) having area admeasuring _____ (Carpet) Sq. mtrs. situated on floor _____ in the building _____ (Hereinafter referred as **"the said building"**) along with the terrace area admeasuring _____ Sq. Mtrs. and Enclosed balcony area admeasuring _____ Sq. mtrs. and dry balcony area admeasuring _____ Sq. Mtrs. for lump sum consideration of **Rs. _____/-** including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities. The fixtures and fittings with regard to the flooring and sanitary fittings to be provided by the Promoter/Developer in the said building and the said Flat/Unit/Apartment are those that are set out in **Annexure** annexed hereto.

AND WHEREAS, the present agreement is made and executed relying upon the above mentioned carpet area of the unit only as mentioned under the present applicable law and the total price paid by the purchaser is only on the carpet area of the unit only.

AND WHEREAS the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all 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; Promoter/Developer issued to the Allottee/s an **"Allotment/booking Letter"** to that effect.

AND WHEREAS prior to the execution of these presents the Allottee/Purchaser/s has paid to the Promoter/Developer a sum of **Rs. _____**, being part payment of the sale consideration of the Flat/Unit/Apartment agreed to be sold by the Promoter/Developer to the Allottee/Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Promoter/Developer both hereby admit and acknowledge) and the Allottee/Purchaser/s has agreed to pay to the Promoter/Developer the balance of the sale consideration in the manner hereinafter appearing and excludes the charges attributable for stamp duty, registration charges, G.S.T and other charges/taxes as per the area of the said unit or as may be levied by the state or the central government or any other authority and arising from or incidental for the sale of the said flat/unit/apartment by the Promoter/Developer to the Allottee/Purchaser/s before or after taking the possession of the said flat/unit/apartment.

AND WHEREAS under section 13 of the said Act the Promoter/Developer is required to execute a written Article of Agreement of the said Flat/Unit/Apartment with the Allottee/Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable).

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

1. The Promoter shall construct the said building/s consisting of _____ basement and ground/ stilt, / _____ podiums, and _____ upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
- 1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. _____ of the type _____ of carpet area admeasuring _____ Sq. mtrs on _____ floor in the building _____/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. _____ including Rs. _____ being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).
- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos. _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____/-.
- (iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos. _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____/-.
- 1.b The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. _____/-.
- 1.c The Allottee has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____ (Rupees _____) in the following manner:
 - (i) Amount of Rs. _____/- (_____) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
 - (ii) Amount of Rs. _____/- (_____) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
 - (iii) Amount of Rs. _____/- (_____) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

(iv) Amount of Rs. _____/- (_____) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

(v) Amount of Rs. _____/- (_____) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

(vi) Amount of Rs. _____/- (_____) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

(vii) Amount of Rs. _____/- (_____) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

(viii) Balance Amount of Rs. _____/- (_____) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

- 1.d The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].
- 1.e The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., 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 Allottee, which shall only be applicable on subsequent payments.
- 1.f The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.g The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days

with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- 1.h The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note:- Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

- 2.1 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 Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottee(s) after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this

Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his 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 Allottee 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 to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.
5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee on or before _____ day of _____ 20____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of,

(i) War, civil commotion or act of God;

(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- 7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the

maintenance charges as determined by the Promoter or association of allottee(s), as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:
- 7.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment 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 Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business.(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
 - 9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
 - 9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the

Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

- 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. _____/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.
10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:
- (i) Rs. _____/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - (ii) Rs. _____/- for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - (iii) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.
 - (iv) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - (v) Rs. _____/- For Deposit towards Water, Electric, and other utility and services connection charges &
 - (vi) Rs _____/- for deposits of electrical receiving and Sub Station provided in Layout.
11. The Allottee shall pay to the Promoter a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of

stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing 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 Project, project land and said building/wing 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 Project, project land, Building/wing and common areas;
- vi. 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 Allottee created herein, may prejudicially be affected;
- vii. 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 project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

- x. 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 to the competent Authorities;
 - xi. 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 project land and/or the Project except those disclosed in the title report.
14. The Allottee/s or himself/ themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows:
- i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
 - iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
 - iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the 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 Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members

in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii) Pay to the Promoter within fifteen days of demand by the Promoter, his 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 Apartment is situated.

viii) 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii) Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the

share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment 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 structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] 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 Allottee who has taken or agreed to take such [Apartment/plot].

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee 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 Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee 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 Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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 apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 thereunder 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.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

24. FURTHER ASSURANCES

Both Parties 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.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee
(Allottee's Address)
Notified Email ID: _____

M/s Promoter name : **M/S. EMPRESA ESTATES PRIVATE LIMITED**
Promoter Address - 9th floor, Majestique Cityview Building, S. No. 510+ 511,
Gultekadi, Pune-411037
Notified Email ID:adv.sandeep.dayma@majestique.co.in

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee 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 Allottees.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the _____ courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SCHEDULE IA

DESCRIPTION OF THE PROJECT LAND

all that piece and parcel of the land admeasuring 9043.14 Sq. Mtrs. bearing S. No. Survey No. 14/1A/1 to 5 (18 Mtrs DP road), 14/1A/1 to 5 (Plot Amenity Space) and 14/1A/1 to 5 (Plot No. B) (Old Survey No. 14/1/1, 14/1/2, 14/1/3, 14/1/4 and 14/1/5) **out of total area** admeasuring 14471.70 situated at village Baner, Taluka Haveli District Pune:

East :- By proposed Amenity space & 18 mt DP Road
South :- By Part of S. No. 14
West :- By S. No. 15
North :- By Plot No. A & Open Space of Plot no. C and D and Part of Plot no. D in the sanction Layout

SCHEDULE IB
DESCRIPTION OF THE FLAT/UNIT

Tower/Wing	Floor	Flat No	Carpet in sq.mt	Balcony in sq.mt	Terrace in sq.mt
1	_____	_____	_____	_____	_____

The above flat /unit is situated in the said project known as “The Ornate” and the said Tower / Wing is registered in Maharera by project name “The Ornate”

Second Schedule Above Referred to Here set out the nature, extent and description of common areas and facilities.

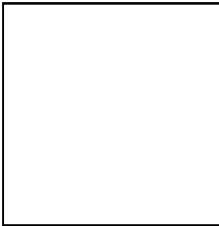
IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED SEALED AND DELIVERED
By the within named

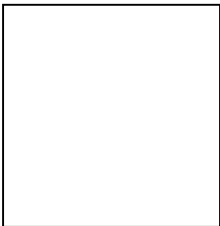
M/S. EMPRESA ESTATES PRIVATE LIMITED 1. MR. SANJAY BHAWARLAL MEHTA , 2. MR. ANKIT DINESH CHHAJED, PARTY OF THE FIRST PART (Promoter/Developer)	
M/S. APEX ERECTORS LLP 1. MR. SUNIL JAYSINHA PATIL 2. MR. ANIL GULABRAO PAWAR Through it Power of Attorney holder M/S. EMPRESA ESTATES PRIVATE LIMITED 1. MR. SANJAY BHAWARLAL MEHTA	

2. MR. ANKIT DINESH CHHAJED,

PARTY OF THE SECOND PART

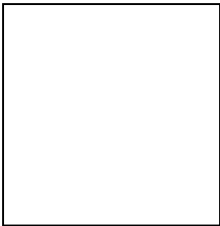


1/ _____



2] _____

**PARTY OF THE THIRD PART
PURCHASERS/ALLOTEES'**



In the presence of:

1. Name :
 Address :
 Signature:

2. Name :
 Address :
 Signature :

LIST OF ANNEXURES

Sr . no.	ANNEXURE	PARTICULARS (Authenticated copy)
1.	A	Title opinion.
2.	B	7/12 extract of village Wagholi Gat no. 1284 B.
3.	C-1	Plans of the Layout as approved by the concerned Local Authority.
4.	C-2	Plans of the Layout as proposed by the Promoter/Developer.
5.	D	Floor/unit plan and specification of the said Flat/Unit/ Apartment.
6.	E	Specification and Amenities for the Flat/Unit:- 1. Cafeteria 2. Gymnasium 3. Multipurpose Hall 4. Swimming pool 5. Water Body and fountain 6. Gazebo 7. Landscaped Garden 8. Automatic Or Manual Elevators 9. 24 hours security & surveillance 10. back-up for Power 11. Water softener plant 12. Yoga Centre 13. Indoor Games 14. Play area for Kids Specifications:- 1. 2 X 2 Vitrified Tile Flooring 2. Granite Kitchen Platform with S.S. sink 3. Anti –Skid Ceramic Tile Flooring for Toilet 4. Toilet Dado up to Lintel Level 5. Good quality CP fittings 6. Aluminum Powder Coated Windows 7. Laminated Flush Doors 8. Concealed Electrical Wiring and Plumbing 9. Good quality Electrical Switches 10. Provision for A.C. point in second bedroom of 2 BHK units. 11. Good quality Sanitary Fitting.
7.	F	RERA Certificate

Received of and from the Allottee above named the sum of Rupees on execution of this agreement towards Earnest Money Deposit or application fee.

I say received.

The Promoter/s.