

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made and executed at Pune this ____ day of _____ 2021.

BETWEEN

I. M/s. Arti Properties Pvt. Ltd, a private limited company, registered under the Companies Act 1956, having office at C/62, Vibgyor Tower, 9th Floor, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, PAN: AAECA7872M and hereinafter referred to as the "**PROMOTERS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its executors, administrators, successors-in-title and assigns) through its Authorized Signatory Mr. Rajkumar Sarda, Age 40 years,

.... **PROMOTERS**

II.

A.

1. Mrs. Jaymala S. Jadhav, Adult,
2. Mr. Sampat S. Jadhav, Adult,
3. Mr. Sachin S. Jadhav, Adult,
4. Mr. Rahul S. Jadhav, Adult,
5. Mrs. Priya S. Jadhav, Adult,
6. Mrs. Vimal S. Takawane, Adult,
7. Mr. Sanjay S. Takawane, Adult,
8. Mr. Pandit S. Takawane, Adult,
9. Mrs. Nilima S. Salunke, Adult,
10. Mr. Sopanrao B. Salunke, Adult,

11. Mr. Krupal S. Salunke, Adult,
12. Mrs. Gauri S. Salunke, Adult,
13. Mr. Sadashiv B. Takawane, Adult,
14. Mr. Dhanaji S. Takawane, Adult,
15. Mrs. Suvarna S. Shelar, Adult,
16. Mrs. Smita S. Shelar, Adult,
17. Mr. Ranjit S. Shelar, Adult,
18. Mr. Hemant S. Karanje, Adult,
19. Mr. Virdhaval S. Karanje, Adult,
20. Mrs. Meena R. Jadhav, Adult,
21. Mrs. Alka Ashok Shelar, Adult,
22. Mrs. Shruti A. Shelar, Adult,
23. Mrs. Shraddha A. Shelar, Adult,
24. Mrs. Ashwini A. Shelar, Adult,
25. Mr. Raosaheb S. Karanje, Adult,
26. Mr. Ganesh V. Jadhav, Adult,
27. Mr. Dhanaji S. Takawane, Adult,
28. Mrs. Meena G. Jadhav, Adult,
29. Mrs. Indu V. Jadhav, Adult,
30. Mrs. Hemlata Dilip Shelar, Adult,
31. Mrs. Snehal D. Shelar, Adult,
32. Mr. Harshad D. Shelar, Adult,
33. Mrs. Chandrakala S. Karanje, Adult,
34. Mr. Kailash V. Jadhav, Adult,

all of village Kondhwa, Taluka Haveli, District Pune. (Owner Nos. 1 to 34 above named are hereinafter referred to as the Owner Group No. A)

B.

1. Mr. Raj K. Bhansali, Adult,
2. Mr. Javed F. Tapia, Adult,

both in their capacity as duly authorised representatives of the Partnership Firm M/s. Unity Enterprises of MI/M2 Clover Centre, 7, Moledina Road, Pune 411 001 (Owners No. 1 and 2 above named hereinafter referred to as the Owner Group No. B)

C.

1. Mrs. Hemlata Dilip Shelar, Adult,
2. Ms. Snehal D. Shelar, Adult,
3. Mr. Harshad D. Shelar, Adult,
No. 1 to 3 residing at 237, Shukrawar Peth, Pune 411 002
4. Mr. Subhash S. Shelar, Adult,
5. Mrs. Alka A. Shelar, Adult,
6. Ms. Shruti A. Shelar, Adult,
7. Ms. Shraddha A. Shelar, Adult,
8. Ms. Ashwini A. Shelar, Adult,
No. 4 to 7 residing at 237, Shukrawar Peth, Pune 411 002
9. Ms. Jaymala S. Jadhav, Age 56 years residing at 159, Kasba Peth, Phaltan, District Satara.
10. Ms. Nilima S. Salunkhe, Age 47 years, residing at Shanti Apartment, Marketyard, Pune 411 037
(Owners No. 1 to 10 above named hereinafter referred to as the Owner Group No. C)

and hereinafter for sake of brevity Owner Group No. A, B and C are collectively referred to as the “**OWNERS**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators) all through duly constituted attorney Mr. Mahendra C. Karia, Age-Adult and/or Mr. Kamlesh N. Mehta, Age- Adult through Authorized Signatory Mr. Rajkumar Sarda, Age 39 yrs of Arti Properties Private Limited, S. No.18 + 19 Kondhwa Budruk, Pune 411 048.

.. OWNERS
.. OF THE ONE PART

AND

Client Name: -----

----- residing at **address:-** -----

----- and hereinafter referred to as the "**ALLOTTEE/S**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators)

.. OF THE OTHER PART

WHEREAS the Promoters are well and sufficiently entitled to the development rights of the lands listed herein below:

I.			
S. No.	Hissa No.	Area	Owned by
		Hectare - Ares	
18	2/2+3+4A/2	00 - 10	Jaymala S. Jadhav
18	2/2+3+4A/3	00 - 10	Sampat B. Jadhav
18	2/2+3+4A/4	00 - 10	Sachin S. Jadhav
18	2/2+3+4A/5	00 - 10	Rahul S. Jadhav
18	2/2+3+4A/6	00 - 10	Priya S. Jadhav
18	2/2+3+4A/7	00 - 10	Vimal S. Takawane
18	2/2+3+4A/8	00 - 10	Sanjay S. Takawane
18	2/2+3+4A/9	00 - 10	Pandit S. Takawane
18	2/2+3+4B/2	00 - 10	Nilima S. Salunke
18	2/2+3+4B/3	00 - 10	Sopanrao B. Salunke
18	2/2+3+4B/4	00 - 10	Krupal (Kunal) Salunke

18	2/2+3+4B/5	00 - 10	Gauri S. Salunke
18	2/2+3+4B/6	00 - 10	Sadashiv B. Takawane
18	2/2+3+4B/7	00 - 08	Dhanaji S. Takawane
18	2/2+3+4C/2	00 - 10	Suvarna S. Shelar
18	2/2+3+4C/3	00 - 10	Smita S. Shelar
18	2/2+3+4C/4	00 - 10	Ranjit S. Shelar
18	2/2+3+4C/5	00 - 10	Hemant S. Karanje
18	2/2+3+4C/6	00 - 10	Virdhaval S. Karanje
18	2/2+3+4C/7	00 - 08	Meena R. Jadhav
18	2/2+3+4D/1	00 - 10	Alka Ashok Shelar
			Shruti A. Shelar
			Shraddha A. Shelar
			Ashwini A. Shelar
			Sohanrao R. Shelar
			Tarabai S. Shelar
18	2/2+3+4D/2	00 - 10	Shruti A. Shelar
18	2/2+3+4D/3	00 - 10	Shraddha A. Shelar
18	2/2+3+4D/4	00 - 10	Ashwini A. Shelar
18	2/2+3+4D/5	00 - 10	Raosaheb S. Karanje
18	2/2+3+4D/6	00 - 10	Ganesh V. Jadhav
18	2/2+3+4D/7	00 - 02	Dhanaji S. Takawane
18	2/2+3+4D/8	00 - 02	Meena G. Jadhav
18	2/2+3+4D/9	00 - 04	Indu V. Jadhav
18	2/2+3+4E/1	00 - 09	Hemlata D. Shelar
			Snehal D. Shelar
			Harshad D. Shelar
18	2/2+3+4E/3	00 - 10	Snehalata D. Shelar
18	2/2+3+4E/4	00 - 10	Harshal (Harshad) D. Shelar
18	2/2+3+4E/5	00 - 10	Chandrakala S. Karanje

18	2/2+3+4E/6	00 - 10	Kailash V. Jadhav
18	2/2+3+4E/7	00 - 06	Indu V. Jadhav

totally admeasuring 03 Hectares 19 Ares and hereinafter collectively referred to as the said Land No. A.

II.

S. No.	Hissa No.	Area Hectare - Ares	Owned by
19	23	00 - 14	Javed F. Tapia
19	19B	00 - 17	
19	21	00 - 17	
19	22	00 - 15	
19	14	00 - 21	
19	15	00 - 23	Raj K. Bhansali
19	26	00 - 33	
19	13	00 - 27	
		00 - 26	Javed F. Tapia
19	09	00 - 13	Raj K. Bhansali
19	10	00 - 34	
19	11	00 - 14	

totally admeasuring 02 Hectares 54 Ares and hereinafter collectively referred to as the said Land No. B.

III.

S. No.	Hissa No.	Area Hectare - Ares	Owned by
18	2/2+3+4A/1	00 - 10	Hemlata D. Shelar Snehal D. Shelar Harshad D. Shelar Subhash S. Alka A. Shelar Shruti A. Shelar
Shelar			

			Shraddha A. Shelar Ashwini A. Shelar Jaymala S. Jadhav Nilima S. Salunkhe
18	2/2+3+4/B/1	00 – 10	{ Hemlata D.Shelar Snehal D. Shelar Harshad D. Shelar Subhash S.
Shelar			{ Alka A. Shelar Shruti A. Shelar Shraddha A. Shelar Ashwini A. Shelar Jaymala S. Jadhav Nilima S. Salunkhe

18	2/2+3+4/C/1	00 - 10	Subhash S. Shelar
18	2/2+3+4/E/2	00 - 10	Hemlata Dilip Shelar

totally admeasuring 00 Hectare 40 Ares and hereinafter collectively referred to as the said Land No. C.

AND WHEREAS the Promoters herein have acquired the development rights of the said Land No A, the said Land No. B and the said Land No. C (hereinafter where the context permits or requires collectively referred to as the said Land) totally admeasuring 06 Hectares 13 Ares i.e. 61300 sq. mtrs., vide separate Articles of Agreements enumerated hereunder.

AND WHEREAS the Owner Group No. A originally have granted the development rights of their respective lands shown against their name hereinabove as the said Land No. A to Mr. Raj K. Bhansali and Mr. Javed F. Tapia who have acquired the same on behalf of the Partnership Firm named and styled as M/s. Unity Enterprises vide Articles of Agreement dated 13/07/1995 registered at the Office of the Sub Registrar Haveli No. 3 at Serial No. 5812/1995 along with the Power of Attorney thereof.

AND WHEREAS the said Mr. Raj K. Bhansali and Mr. Javed F. Tapia who are also the Owner Group No. B have further granted the development rights of the said Land No. A (of which they held the development rights) and the said Land No. B (which they own) to M/s. Arti Properties Pvt. Ltd i. e. the Promoters above named vide Articles of Agreement dated 16/02/2005 registered at the Office of the Sub-Registrar Haveli No. 12 at Serial No. 975/2005 and have also executed Power of Attorney in favour of their nominees registered at Serial No. 977/2005.

AND WHEREAS the Owner Group No. C have granted the development rights of the said Land No. C in favour of M/s. Arti Properties Pvt. Ltd i.e. the Promoters above named vide Articles of Agreement dated 30/12/2006 registered at the Office of the Sub-Registrar Haveli No. 1 at Serial No. 353/2006 and have also executed Power of Attorney in favour of their nominees registered at Serial No. 354/2006.

AND WHEREAS in this manner vide the aforesaid respective Articles of Agreements, Power of Attorney and other incidental writings (“**Definitive Documents**”) mentioned hereinabove, the Promoters herein have validly acquired the development rights of the said Land No. A, said Land No. B and said Land No. C and collectively referred to as the said Land totally admeasuring 06 Hectares 13 Ares i.e. 61300 sq. mtrs., all situated at Village

Kondhwa Budruk, within the limits of Pune Municipal Corporation, Taluka Haveli, District Pune and hereinafter for the sake of brevity referred to as the "**said Entire Land**" and is more particularly described in **SCHEDULE-I** hereunder.

AND WHEREAS the Promoters declare and record that there is a difference in the area of the said **Entire Land** which as per 7/12 extracts totally admeasures 61300 sq. mtrs. but which as per demarcation measurement plan of physical area on site is 56017.57 sq. mtrs. The Promoters have considered the lower area for obtaining the necessary sanctions /approvals for the Project so as to avoid any ambiguity related therewith but in the event the additional area is somehow found /made available the Promoters shall be entitled to avail of the benefits thereof in the Project as further Phase of the project.

AND WHEREAS out of the said Entire Land,

- (i) an area admeasuring 1274.22 sq. mtrs. is earmarked for Road Acquisition (40 M Wide DP Road) and the same is in the process of being handed over by the Promoters to the Pune Municipal Corporation and where against FSI has been availed of and is being/ shall be utilized by the Promoters.
- (ii) an area admeasuring 6700.00 sq. mtrs. is earmarked for 18 M D.P. Road Widening and the same is in the process of being handed over by the Promoters to the Pune Municipal Corporation and where against FSI has been availed of and is being/ shall be utilised by the Promoters.
- (iii) an area admeasuring 180.00 sq. mtrs. is earmarked for Bus-bay Reservation and the same is in the process of being handed over by the Promoters to the Pune Municipal Corporation and where against FSI has been availed of and is being/ shall be utilised by the Promoters.

- (iv) an area admeasuring 7180.63 sq. mtrs. is earmarked for Amenity Space and the same is in the process of being handed over by the Promoters to the Pune Municipal Corporation and where against FSI has been availed of and is being/ shall be utilised by the Promoters.
- (v) an area admeasuring 7538.40 sq. mtrs. in the sanctioned layout (CC/2811/17 Dated – 25/11/2018) was earmarked for the Manshubhai Kothari National School for the use and occupation of the said school and did not form part of the Land under the Project being constructed by the Promoters. However the said portion of land shall have all entitlements of access thereto via the internal layout roads for its users/ occupants/ visitors etc. The said school building. is now duly completed and building and land is duly conveyed to Sharda Mansukhlal Kothari Charitable Trust vide Indenture of Conveyance dated 04/10/2010 duly registered at the office of the Sub-Registrar Haveli No. 12 at Serial No. 9020/2010.

and the balance thereof (out of the said Entire Land) being an area admeasuring 33388.66 sq. mtrs. is the land being developed/ proposed/ intended to be developed by the Promoters and shall hereinafter be referred to as the “ **Entire Project Land**” and is more particularly described in **SCHEDULE-II** hereunder.

AND WHEREAS an area admeasuring 334.58 sq. mtrs. out of the said Project Land is earmarked for proposed Switching Station of the Electricity Board and the same is in the process of being leased out by the Promoters to the M.S.E.D.C.L. and where against FSI has been availed of and is being/ shall be utilised by the Promoters.

AND WHEREAS by virtue of the said Articles of Agreement, Power of Attorney and other incidental writings (Definitive Documents), the Promoters alone are entitled to develop the said Entire Project Land and to construct

thereon a buildings in accordance with the terms and conditions contained in the (Definitive Documents).

AND WHEREAS the Promoters are in possession of the Said Entire Project Land which the Promoters proposed to develop in Phases

AND WHEREAS the Pune Municipal Corporation (PMC) has sanctioned plans for construction of the buildings for residential/ commercial units on the Entire Project Land under Commencement Certificate No. CC/0770/15 dated 10/06/2015 and thereafter the Promoters have obtained the revised sanctioned building plan for further Phase II from the Pune Municipal Corporation vide Commencement Certificate CC/1070/2020 dated 09/11/2020.

AND WHEREAS the Hon'ble Collector of Pune, Revenue Branch vide order dated 17/06/2006 bearing No. PRH/NA/SR/167/2006, permitted non-agricultural use of the said Project land for residential/commercial purposes under section 44 of the Maharashtra Lands Revenue Code, 1966.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the Said Project Land in accordance with the recitals hereinabove;

AND WHEREAS the Promoters propose to construct in the one more phases and have accordingly commenced on the Said Project Land in two/ multiple phases the Project named and styled as “**HM Royal**” (hereinafter referred to as the “**Project**”) consisting of 5 (Five) Blocks;

AND WHEREAS the Building No. 1, 2 and 3 has 4 blocks each namely Building Nos. 1A, 1B, 1C, and 1D, Building No. 2A, 2B, 2C, and 2D, Building

No.3A, 3B, 3C, and 3D, Building No.4 is single block and Building No.5 has 3 blocks namely 5A, 5B, and 5C, and presently the development of **Phase-I** comprising of Building Nos. 1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 3A, 4, 5B and Basements and Ground Floor of Building Nos. 5A & 5C is duly completed under the Occupation Certificate /Completion Certificate from the Pune Municipal Corporation.

AND WHEREAS the Promoters have as aforesaid presently completed on the said Project Land development of Phase-I comprising of;

- i. Residential Building No. 1A comprising of Basement+ Stilt + Nine (9) Upper floors consisting of 36 self contained residential units and consuming an aggregate FSI/FAR of 3843.54 sq. mtrs.
- ii. Residential Building No. 1B comprising of Basement+ Stilt + Nine (9) Upper floors consisting of 36 self contained residential units and consuming an aggregate FSI/FAR of 4332.78 sq. mtrs.
- iii. Residential Building No. 1C comprising of Basement+ Stilt + Nine (9) Upper floors consisting of 36 self contained residential and consuming an aggregate FSI/FAR of 4225.77 sq. mtrs.
- iv. Residential Building No. 1D comprising of Basement+ Stilt + Nine (9) Upper floors consisting of 36 self contained residential units and consuming an aggregate FSI/FAR of 3748.23 sq. mtrs.
- v. Residential Building No. 2A comprising of Basement+ Ground Floor + Eleven (11) Upper floors consisting of 68 self contained residential units and part of Eighth Floor being earmarked for Refuge area and consuming an aggregate FSI/FAR of 4406.24 sq. mtrs.

- vi. Residential Building No. 2B comprising of Basement+ Ground Floor + Eleven (11) Upper floors consisting of 68 self contained residential units and part of Eighth Floor being earmarked for Refuge area and consuming an aggregate FSI/FAR of 4008.24 sq. mtrs.
- vii. Residential Building No. 2C comprising of Basement+ Ground Floor + Eleven (11) Upper floors consisting of 68 self contained residential units and part of Eighth Floor being earmarked for Refuge area and consuming an aggregate FSI/FAR of 4008.24 sq. mtrs.
- viii. Residential Building No. 2D comprising of Basement+ Ground Floor + Eleven (11) Upper floors consisting of 68 self contained residential units and part of Eighth Floor being earmarked for Refuge area and consuming an aggregate FSI/FAR of 4008.24 sq. mtrs.
- ix. Residential Building No. 3A comprising of Basement-1 + Basement- 2 + Stilt + Eleven (11) Upper floors consisting of 64 self contained residential units and part of Eighth Floor being earmarked for Refuge area and consuming an aggregate FSI/FAR of 3063.93 sq. mtrs.
- x. Building No. 4 comprising of a Residential Wing comprising of Ten (10) Upper floors consisting of 39 self contained residential units and an adjoining/ abutting (connected) Commercial Wing comprising of Four (4) Upper floors consisting of 16 commercial units/ Offices sharing common Basement-1 + Ground Floor consisting of 16 commercial units/ shops and part of Eighth Floor of the Residential Wing being earmarked for Refuge area and consuming an aggregate FSI/FAR of 3161.46 sq. mtrs.
- xi. Building No. 5B comprising of Basement-1 + Basement- 2 + Ground floor consisting of commercial units/ Offices/ shops + Ten Upper floors consisting of 39 self contained residential units and part of Eighth Floor

being earmarked for Refuge area and consuming an aggregate FSI/FAR (for above 10 floors) of 2703.04 sq. mtrs.

- xii. Building No. 5A comprising of Basement-1 + Basement- 2 + Ground floor consisting of commercial units/ Offices/ shops

However it is clarified that the Promoter has proposed to construct additional Ten Upper Floors in Building No. 5A consisting of 29 self contained residential units by utilizing TDR/FSI and such 10 upper floors shall form part of the Phase-II of the Project which is the subject matter of these presents.

- xiii. Building No. 5C comprising of Basement-1 + Basement- 2 + Ground floor + part of first floor consisting of commercial units/ Offices/ shops

However it is clarified that the Promoter has proposed to construct additional 10 (Ten) Upper Floors in Building No. 5C consisting of 19 self contained residential units by utilizing TDR/FSI and such 10 (Ten) upper floors shall form part of the Phase-II of the Project which is the subject matter of these presents.

It is further clarified that Ground floor and part of first floor of Building No. 5A, 5B and 5C is single undivided floor consisting of commercial units / Offices / shops consisting of 31 commercial units / shops / offices consuming an aggregate FSI/FAR of 599.87 sq. mtrs.

AND WHEREAS the Pune Municipal Corporation has from time to time duly issued Completion Certificates for the aforesaid Phase-I as under:

- (i) bearing No. OCC/0909/11 dated 22/11/2011,
- (ii) bearing No. OCC/1098/12 dated 09/11/2012,
- (iii) bearing No. OCC/0371/15 dated 26/06/2015,
- (iv) bearing No. OCC/0414/16 dated 10/06/2016,

- (v) bearing No. OCC/0964/16 dated 23/09/2016 and
- (vi) bearing No. OCC/0722/17 dated 03/07/2017
- (vii) bearing No. OCC/0867/17 dated 28/07/2017

AND WHEREAS the Owners and the Promoters have formed a legal entity named "HM Royal Co-operative Housing Society Limited" bearing registration No. PNA/PNA(4)/HSG/(TC)/19298/2018-2019 dated 01/12/2018 (herein referred to as the said Society) and the Allottees of the Phase I and Phase II have been inducted as members therein presently.

AND WHEREAS the Promoters have as per revised sanctioned plan vide Commencement Certificate CC/1070/2020 dated 09/11/2020 further propose to construct/ develop the Phase-II of the Project "**HM Royal**" on the portion land admeasuring 5733.94 sq. mtrs. (comprising of part of Plot No. 1 admeasuring 3755.36 sq. mtrs. + part of Plot No. 3 admeasuring 1978.58 sq. mtrs. which comprise of two segregated parcels of land separated by 18 meter wide D.P road running between them through the layout) hereinafter collectively referred to as the "**said Project Land**" Buildings 3B, 3C, 3D, and the Ten upper floors on the already constructed and completed Basement-1 + Basement- 2 + Ground floor consisting of commercial units/ Offices/ shops on the Buildings 5A and 5C; comprising of ;

- (i) Building No. 3B is presently comprising of Basement -1 + Basement- 2 + Stilt plus Eleven (11) Upper floors consisting of 65 self contained residential units and consuming/having entitlement to an aggregate FSI/FAR/ Potential of 3966.93 sq. mtrs. and wherein a part of the Eighth Floor is earmarked for Refuge area,
- (ii) Building No. 3C is presently comprising of Basement-1 + Basement- 2 + Stilt plus Eleven (11) Upper floors consisting of 65 self contained

residential units and consuming/having entitlement to an aggregate FSI/FAR/ Potential of 3663.75 sq. mtrs. and wherein a part of the Eighth Floor is earmarked for Refuge area,

- (iii) Building No. 3D is presently comprising of Basement-1 + Stilt plus Eleven (11) Upper floors consisting of 54 self contained residential units and consuming / having entitlement to an aggregate FSI/FAR/ Potential of 2929.51 sq. mtrs. and wherein a part of the Eighth Floor is earmarked for Refuge area,
- (iv) Building No. 5A comprising of Basement-1 + Basement- 2 + Ground Floor already completed in Phase I and whereupon the Promoter proposes to construct additional Ten (10) Upper floors consisting of 29 self contained residential units and consuming / having entitlement to an aggregate FSI/FAR/ Potential of 2266.29 sq. mtrs. and wherein a part of the Eighth Floor is earmarked for Refuge area,
- (v) Building No. 5C comprising of Basement-1 + Basement- 2 + Ground Floor already completed in Phase I and whereupon the Promoter proposes to construct additional Ten (10) Upper floors consisting of 19 self contained residential units and consuming/having entitlement to an aggregate FSI/FAR/ Potential of 1486.15 sq. mtrs., and wherein a part of the Eighth Floor is earmarked for Refuge area.

The Phase-II will constitute separate independent project with only inter-se sharing of common areas and facilities of the said Project “**HM Royal**” developed on the Said Project Land eventually to be transferred / conveyed to the said Society namely “HM Royal Co-operative Housing Society Limited”, Association of Allottees of all phases in the project.

AND WHEREAS the Promoters have registered the Phase-II of the said Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in Annexure 'G.'

AND WHEREAS the Allottee/s has/have applied for and pursuant to mutual negotiations and discussions is offered an Apartment/Unit bearing number **0000** on the **00th** floor, (hereinafter referred to as the said "Apartment/ Unit") in the Building No. ____ (hereinafter referred to as the said "Building") being constructed in the **Phase- II** of the said project, by the Promoters;

AND WHEREAS the Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the buildings or as may be mutually agreed provided, however, that the Promoters reserve the right to change the said Architect and Structural Engineers at any time before the completion of the Project;

AND WHEREAS by virtue of the definitive documents the Promoters alone have the sole and exclusive right to sell the apartments/ units in the said buildings to be constructed by the Promoters on the said Project Land and to enter into Agreement/s with the Allottees/s of the apartments/ units to receive the sale price in respect thereof;

AND WHEREAS on demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the said project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs Satish Joshi 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 Allottee hereby acknowledges that,

- i. the Promoters have disclosed all the necessary information at the time of booking by letter of allotment as well as by display at the site;
- ii. The Promoters have disclosed /given inspection of all the documents about title to the land, encumbrances, Search and Title Report.
- iii. The date of Delivery of possession of the Apartment/Unit has been disclosed in clause no: 7 hereunder as well as the date of delivery of possession of the amenities detailed in Annexure E hereunder and the facilities and common areas has been detailed in Schedule Annexure F
- iv. The disclosure regarding the utilization FSI, TDR according to sanctioned plans and future proposed plans are detailed in recitals above.

AND WHEREAS the Promoters herein hold the rights of development of the said Project Land and the facts and circumstances pertaining to the vesting of such rights of development in the Promoters are set out / disclosed in the Certificate of Title dated _____ issued by the Promoter's Advocates', Chandan Parwani, a copy whereof is annexed hereto as **Annexure "A"**;

AND WHEREAS the authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing

the nature of the title of the Promoters to the said project land on which the Apartments/ Units are constructed or are to be constructed have been annexed hereto and marked as Annexure 'B'.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the buildings as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2.

AND WHEREAS the authenticated copies of the layout plan of the Apartment/ Unit agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed hereto and marked Annexure D.

AND WHEREAS the Promoters shall implement the construction of the said Apartment/ Unit in accordance with the sanctioned/revised sanctioned building plans and specification, fixtures, fittings and amenities as agreed to and mentioned / enumerated in Annexure E written hereunder (the said "SPECIFICATIONS" for short).

AND WHEREAS 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 Promoters while developing the said project land and the said building and upon due observance and performance of which only the completion or occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoters have accordingly commenced construction of the said buildings on the Project Land in accordance with the said sanctioned plans.

AND WHEREAS the carpet area of the Apartment/ Unit in the Project shall mean the net usable floor area of an apartment/ Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment/ Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment/ Unit for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment/ Unit.

Explanation : The carpet area stated herein includes the area covered by the internal partition walls would mean walls which may be constructed of reinforced cement concrete (RCC) or plain concrete, plain bricks, reinforced bricks, clay terracotta, drywall concrete or any material and shall include as those being walls that are the partition within the internal area of the Apartment/ Unit and also include the areas covered by the internal columns attached to the walls / pillars.

For the purpose of this clause the exclusive balcony/ terrace/ verandah as the case may be which is appurtenant to the net usable area of an Apartment/ Unit meant for the exclusive use of the Allottee/s.

AND WHEREAS, the Parties hereto relying on the respective 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 condition hereinafter;

AND WHEREAS prior to the execution of these presents the Allottee/s has/have paid to the Promoters a sum of **Rs. XXXXXXXXXXXXX/-**, being part payment of the sale consideration of the Apartment/ Unit agreed to be sold by the Promoters to the Allottee as advance payment / Earnest Money Deposit / Holding Amount / Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, in terms of the provisions of Section 13 of the said Act the Promoters are required to execute a written Agreement for sale of said Apartment/ Unit with the Allottee/s, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

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

1. The Promoters shall construct the Phase-II of the project named and styled as **“HM Royal”** on the said Project Land comprising of:
 - i. Building No. 3B is presently comprising of Basement -1 + Basement- 2 + Stilt plus Eleven (11) Upper floors consisting of 65 self contained residential units and consuming/having entitlement to an aggregate FSI/FAR/ Potential of 3966.93 sq. mtrs. and wherein a part of the Eighth Floor is earmarked for Refuge area,
 - ii. Building No. 3C is presently comprising of Basement-1 + Basement- 2 + Stilt plus Eleven (11) Upper floors consisting of 65 self contained residential units and consuming/having entitlement to an aggregate FSI/FAR/ Potential of 3663.75 sq. mtrs. and wherein a part of the Eighth Floor is earmarked for Refuge area,

- iii. Building No. 3D is presently comprising of Basement-1 + Stilt plus Eleven (11) Upper floors consisting of 54 self contained residential units and consuming / having entitlement to an aggregate FSI/FAR/ Potential of 2929.51 sq. mtrs. and wherein a part of the Eighth Floor is earmarked for Refuge area,
- iv. Building No. 5A comprising of Basement-1 + Basement- 2 + Ground Floor already completed in Phase I and whereupon the Promoter proposes to construct additional Ten (10) Upper floors consisting of 29 self contained residential units and consuming / having entitlement to an aggregate FSI/FAR/ Potential of 2266.29 sq. mtrs. and wherein a part of the Eighth Floor is earmarked for Refuge area
- v. Building No. 5C comprising of Basement-1 + Basement- 2 + Ground Floor already completed in Phase I and whereupon the Promoter proposes to construct additional Ten (10) Upper floors consisting of 19 self contained residential units and consuming/having entitlement to an aggregate FSI/FAR/ Potential of 1486.15 sq. mtrs., and wherein a part of the Eighth Floor is earmarked for Refuge area in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications in the present Phase which may adversely affect the Apartment/ Unit of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

1(a)

(i) The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee/s Apartment / Unit No. / **XXXX** of the type **(X) BHK** of carpet area admeasuring **XX.XX sq. mtrs.**, on the **XXth** floor in the Building No. **XX.XX** in the **Phase- 2** of the Project (hereinafter referred to as "the Apartment/Unit") and described in Schedule-IV attached hereto along with the usable floor area of the enclosed balcony admeasuring **X.XX sq. mtrs.** Usable floor area of the attached exclusive balcony admeasuring **X.XX sq. mtrs.** as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2/ D for the agreement value of **Rs. XX.XX.XXX/-** inclusive of 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 Schedule-III annexed herewith (the price of the Apartment / Unit including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

1(b) The total aggregate consideration amount for the apartment / Unit including covered car parking space, society formation, share money etc

ii. M.S.E.B. meter deposist, service line charge (S.L.C.) and transformer charges etc and other development charges is thus **Rs. XXXXXXXX/-**

1(c) The Allottee/s hereby agree/s to pay to the Promoters the amount of purchase consideration of Rs. _____/- (Rupees _____/-) in the following manner :-

AS PROVIDED IN RERA

Payment Schedule

Stages	% Payment	Amount
On Booking	10%	-
On /after execution of Agreement	20%	-
On completion of Plinth of the building /wing in which the said Apartment is located	15%	-
On completion of slab including podiums and stilts of the building or wing in which the said Apartment is located	25%	
On completion of the walls, internal plaster, floorings doors and windows of the said Apartment	5%	
On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment	5%	
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	5%	
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	10%	
against and at the time of handing over of the possession of the Apartment to the Allottee/s on or after receipt of occupation certificate or completion certificate	5%	-
Total	100%	-

IT IS EXPRESSLY AGREED THAT FOR EACH OF THE PAYMENTS PAYABLE TO THE PROMOTER ON ANY ACCOUNT WHATSOEVER, TIME IS THE ESSENCE OF THE CONTRACT.

It is made clear and agreed by and between the parties hereto that the Promoters/Owners shall not be bound to follow the chronological order of any of the above said stages/installments and that the Promoters/Owners shall be completely at liberty to choose the chronology of the respective stages of the construction. The Promoters/Owners are also entitled to merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment.

- 1(d) As the agreed sale price of the said Apartment/ Unit is more than Rs.50,00,000/-, the Allottee/s herein shall be obliged to deduct "TDS" @1% and make payment of the same to the Income Tax Authorities and the Promoters herein shall be eligible to receive credit for such TDS deduction.
- 1(e) Provided however that any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law/s or future modifications/enactments while making payment towards the consideration payable to the Promoters under this Agreement shall be acknowledged / credited to the Allottee/s account by the Promoters only upon the Allottee/s duly submitting the original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. AND Provided further that at the time of handing over the possession of the

Apartment/ Unit, if any such certificate is/has not been so produced/provided by the Allottee/s, the Allottee/s shall be obligated to tender / pay to the Promoters an equivalent amount as interest free deposit to the Promoters, which deposit shall be refunded by the Promoters on the Allottee/s duly furnishing such certificate within 4 months of the date of possession and in the event the Allottee/s fails to furnish such certificate within the stipulated period of 4 months the Promoters shall be entitled to appropriate the said Deposit against the amount receivable from the Allottee/s and the Allottee/s shall have no claim thereupon thereafter.

- 1(f) The Promoters have intimated to the Allottee that the concept/ facility of the Mechanised Stack / Tandem parking is being provided in the project / complex which comprises of Single elongated parking space of two or more vehicles and stacked Parking for vehicles to be parked mechanically one above the other. Accordingly each of the Allottee of the parking will be obligated to co-operate for enabling the successful implementation / utility in an optimum and equitable manner and the Allottee does hereby ratify the arrangement / allocation so accordingly made and covenant and undertake to render all co-operation in this regard
- 1(g) It is confirmed by the Allottee/s that the Promoters have taken all requisite permissions, sanctions and approvals from the Competent Development Authorities under the prevailing Laws/ Rules and accordingly they have commenced the construction and development works. It is conveyed by the Promoters to the Allottee/s that the construction work of the said Apartment/ Unit is required to be completed by the Promoters, by using and utilizing the consideration payments and other charges agreed to be paid by the Allottee/s, strictly

in terms of and in accordance with the Payment Schedule under this Agreement. On completion of the specified stage of construction, the Promoters shall raise the payment demand letter to the Allottee/s, as prescribed in this Agreement and which shall be sent/forwarded to Allottee/s via recorded dispatch. The prescribed period for payment of required amounts shall be 15 days from receipt of such payment demand letter by any medium of recorded dispatch/email. Any period of delay beyond these 15 days shall be considered as delay on part of Allottee/s for paying the due consideration amounts. It is also understood by the Allottee/s that it is his/her/their sole obligation and lawful duty to pay the agreed consideration, strictly as per prescribed schedule, as it is well understood by the Allottee/s that non-payment of agreed consideration on agreed time may delay the construction work schedule. The date of possession mentioned in clause 7 hereunder in this Agreement is completely based upon the timely payment by the Allottee/s, along with all the applicable charges and taxes. It is therefore acknowledged and agreed by the Allottee/s that any delay in payment of any prescribed payment schedule shall automatically postpone the period of possession by period of delay in payment on part of the Allottee/s and the Allottee/s shall be solely liable for the consequences of delay in construction arising there from and in such case the Allottee/s shall be solely responsible for reimbursing such damages thereby suffered by the Promoters.

- 1(h) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of GST, 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 Promoters) up to the date of handing over the possession of the Apartment/ Unit.

- 1(i) 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 Promoters undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc. the Promoters 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/s, which shall only be applicable on subsequent payments.
- 1(j) The Promoters 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 Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee/s 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/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoters shall demand additional amount from the Allottee/s 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(k) The Allottee authorizes the Promoters 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 Promoters may in their sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoters to adjust his payments in any manner.

2.

2.1. The Promoters hereby agree 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/ Unit to the Allottee/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the Apartment/ Unit. The Allottee shall thereafter be obligated to adhere to all terms and conditions of user imposed therein.

2.2. Time is of essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment/ Unit to the Allottee/s and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoters hereby declare that the Floor Space Index available/ allowable balance FSI/ FAR/ Potential/ Fungible FSI as on date in respect of

the said project land and the said Phase-II is 70485.11. sq. mtrs. by availing of TDR or Premium FSI or Fungible 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 and the Promoters have planned to utilize only the required Floor Space Index of 15100.00 sq.mtrs. from that of the aforesaid total balance available to them for the said Phase-II. (Balance/ Remaining Potential between the two to be utilized for further phases if any). The residual FAR (FSI) in the the layout not consumed will be available to the Promoters only. It is further expressly agreed by and between the parties that if the permitted Floor Space Index or density is not consumed in the buildings being put-up and / or at any time further construction on the said Project Land on the higher floor is allowed, the Promoters shall also have the right to put additional storeys and / or consume the balance Floor Space Index in any manner the Promoters may deem fit either on the said Project Land and /or any other land of the Promoters, subject, however to the necessary permission of the concerned local authorities in that behalf and same is allowed to be dealt with or disposed off in the manner the Promoters choose. The Promoters have accordingly disclosed the Floor Space Index of 2.4 (FSI: 1+TDR: 1.4) as proposed to be utilized by him on the said Project Land in the said Project and Allottee/s has/have agreed to purchase the said Apartment/ Unit based on the proposed construction and sale of apartments/ units to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

3.1. The Promoters alone shall be entitled to claim and receive compensation for any portion of the land / building that may be notified for set

back and claim the FSI, benefits and compensation available for areas under Reservation for Community Centre, D.P. Road/s, School, Playground etc.

4. The Promoters hereby agree that they shall, make full and true disclosure of the nature of his title to the said structure of the said Building as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said structure of the said Building, and shall, as far as practicable, ensure that the said structure of the said building is free from all encumbrances and that the Promoters have absolute, clear and marketable title to the said structure of the said building.

5.

5.1 The Allottee/s (without prejudice to the Promoters' other rights and remedies for the Allottee's default) agrees to pay to the Promoters interest at the rate of then prevailing State Bank of India Prime Lending Rate (PLR) plus 2% (two per cent) per annum on all the amounts which become due and payable by the Allottee/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoters.

5.2 Without prejudice to right of Promoters to charge the interest in terms of sub clause (5.1) above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing defaults of payment of installments, the Promoters shall be entitled at their own option, to terminate this Agreement:

- 5.3 Subject to force majeure circumstances or reasons beyond the control of the Promoters, if the Promoters fail to abide by the time schedule for completing the project and handing over the Apartment/ Unit to the Allottee, the Promoters agree 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.

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee/s by Registered Post AD at the address provided by the Allottee/s and/or email at the email 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/s fail/s to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement and upon termination of this Agreement the Promoters, shall be at liberty to dispose of and sell the Apartment/ Unit to such person and at such price as the Promoters may in their absolute discretion think fit.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee (subject to appropriation/ adjustment and recovery of an agreed liquidated damages of an amount equivalent to 10% of the agreed sale / purchase price of the said Apartment/ Unit (which shall stand forfeited) and to refund the balance without interest to the Allottee/s.)

6. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particulars like brand, or price range

(if unbranded) to be provided by the Promoters in the said building and the Apartment/ Unit are those that are set out in Annexure 'E' annexed hereto.

7. The Promoters shall give possession of the Apartment/ Unit to the Allottee/s on or before _____. If the Promoters fail or neglect to give possession of the Apartment/ Unit to the Allottee/s except on account of reasons beyond their control and that of their agents, i.e. force majeure circumstances, by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the Apartment/ Unit with interest at the same rate as may mentioned in the clause 5 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid. Notwithstanding anything contained to the contrary hereinabove the Promoters shall at their option be entitled to complete and deliver the possession of the Apartment/ Unit to the Allottee/s prior to the aforesaid scheduled date and the Allottee/s shall not be entitled to deny or disclaim the same on any grounds.

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

- (i) non-availability of steel, other building material, water or electric supply ;
- (ii) war, civil commotion or act of God ;
- (iii) onset of Epidemic / Pandemic (as declared by World Health Organisation) and resultant order / notification issued by the Government for shutdown, lockdown and/or curfew.

- (iii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iv) Delay in grant of any NOC/permission/license/ connection installation of any services such as lifts, electricity & water connections & meters to the scheme/unit /road NOC or completion certificate from Appropriate Authority the Promoters having complied with all requirements.
- (v) Delay by local authority in issuing or granting necessary plinth checking completion or Occupation Certificate, the Promoters having complied with all requirements.
- (vi) Delay or default in payment of dues by the Allottee/s under these presents (without prejudice to the right of Promoters to terminate this agreement under clause mentioned herein.

Notwithstanding anything contained to the contrary herein it is hereby stipulated and agreed that due to the force majeure circumstances occasioned by the COVID 19 situation ongoing in the country there are certain entitlement & extensions available / granted under the various applicable laws and statutes and/or ordained from time to time and which the Promoters shall, if warranted and applicable, avail.

8.

- 8.1 Procedure for taking possession - The Promoters, upon obtaining the occupancy certificate from the competent authority shall offer the possession of the Apartment/ Unit to the Allottee/s in writing within 7 days of receiving such occupancy certificate of the Project and upon the entire payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment/ Unit to the Allottee/s in terms of this Agreement to be duly taken by the Allottee within 15 days

from the date of issue of such notice. The Promoters agree and undertake to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoters or association of allottees, as the case may be.

- 8.2 The Allottee shall take possession of the Apartment/ Unit within 15 days of the Promoters giving written notice to the Allottee intimating that the said Apartments/ Units are ready for use and occupation.
- 8.3 Failure of Allottee to take Possession of Apartment/ Unit : Upon receiving a written intimation from the Promoters as per clause 8.1, the Allottee shall take possession of the Apartment/ Unit from the Promoters by tendering the balance unpaid consideration and all the dues in terms of the contract and duly execute necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment/ Unit to the allottee/s. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall without prejudice to the Promoters' other rights and remedies for default on the part of the Allottee, continue to be liable to pay maintenance charges as applicable along with interest on the outstanding amounts payable by the Allottee against possession .
- 8.4 If within a period of five years from the date of handing over the Apartment/ Unit to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the Apartment/ Unit or the building in which the Apartment/ Unit are situated or the material used therein, then, wherever possible such defects shall be rectified by the

Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoters compensation for such defect or change. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under section 71(1) of the Real Estate (Regulation and Development) Act 2016.

Provided however notwithstanding the above it is agreed between the parties that :

- i. The Allottees' of the apartments/ units in the building /phase shall not carry out any alterations of whatsoever nature in the said apartment/ unit/ /building/phase and in specific the structure of the said apartment/ unit/ building/ phase of the said Project/ Scheme which shall include but not be limited to columns, beams etc. or in the fittings therein, particularly if it is hereby agreed that the Allottee/s shall not make any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water. If any of such works are carried out without the written consent of the Promoters, the defect liability on the part of the Promoters shall automatically become void and stand extinguished. The word defect herein shall mean only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoters, and shall not mean and include defect/s caused by normal wear and tear and/or by the negligent use of the Apartment/s/ Unit/s by the respective Allottee/s/Occupants, vagaries of nature etc.

- ii. That it shall be incumbent upon the Allottee/s to maintain his/ her/ their Apartment/ Unit in a diligent manner and take all due care necessary for the same including but not limited to the regularly filling of the joints in the tiles fitted in his/her/their Apartment/s/ Unit with white cement/ epoxy or appropriate material to prevent water seepage, etc.

Further where the manufacture warranty as shown by the Promoters to the Allottee/s expires before the stipulated defect liability period and such warranties are covered under the maintenance of the said Apartment/ Unit/ building/phase and should the annual maintenance contracts not be renewed by the Allottee/s and/or Association of Allottee/s the Promoters shall not be responsible for any defects occurring due to the same.

- iii. That the Project/Scheme as a whole has been conceived, designed and constructed based on the commitment and warranties given by the Vendors/ Manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it to be sustainable and proper working condition to continue warranty in both the Apartments/ Units and the common project amenities wherever applicable.
- iv. That the Allottee/s has/have been made aware and that the Allottee/s expressly agree/s that the regular wear and tear of the apartment/unit/ building/phase includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to substantial variation in temperature and which do not amount to structural defects and hence cannot be attributed to either faulty workmanship or structural defect.

v. It is further expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a Nominated Surveyor who shall inspect and assess the same and shall thereupon submit a written report to signify the defects in materials used in the structure of the apartment/unit/ building /phase built and in the workmanship executed keeping in mind the aforesaid terms agreed upon.

9. The Allottee/s shall use the Apartment/ Unit or any part thereof or permit the same to be used only for purpose of residence only He shall use the parking space only for purpose of keeping or parking the Allottee's own vehicle.

10. The said unit is agreed to be sold subject to :

10.1. Any scheme or reservation affecting the said Project Land or any part or parts thereof made or to be made by any Authority concerned including the terms covenants stipulations and conditions contained in the Agreement/s relating to the said Project Land.

10.2. Its present permitted user as residential.

10.3. Any relevant and necessary covenants as may be stipulated by the Promoters for the more beneficial and optimum use and enjoyment of the said project land (i.e. the said project land together with the building thereon) in general and for the benefit of any class of holders of any unit/s and other unit/s as the case may be or any part thereof including the absolute and irrevocable right of the Promoters to exclusively and absolute use and utilize as above enumerated the benefit of any

enhanced FSI/FAR or to absorb and consume the TDR rights acquired on any portion/s of the said project land.

- 10.4. All rights of water, drainage, water course, light and other easement and quasi or reputed easements and rights of adjoining land Owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The Promoters shall not be required to show the creation of or define or apportion any burden.
- 10.5. All the covenants and conditions ensuring for the benefit of the person/s as contained in the Agreement/s made between them and/or the Promoters, the said Order/s passed under the Ceiling Act, Order of layout and/or sub-division relating to the said Project Land, Order of conversion and all terms and conditions stipulated by the Promoters in respect of the common areas and facilities and amenities to be provided for the benefits of the said project land or any part/s thereof.
- 10.6. The Promoters have duly intimated to the Allottee/s that as per prevailing Development Control Rules and Regulations, mandatory REFUGE AREAS are marked in each Building as mentioned hereinabove and the said spaces are kept open for assembly of all residents from floors from the building in case of unexpected accidental or troublesome incidences or casualty. Such assembly areas / points are at all times required to be kept open and unoccupied by all Allottees, including Allottee/s under this Agreement. The Allottee/s along with other Allottees shall maintain these spaces at their own responsibility and efforts. Immediately after formation of the Allottee/s of Association and / or after formation of the Ad-HOC Body / Management Body for the said society, the responsibility of

management and maintenance of these spaces shall vest upon the Allottee/s of Association/society and such Association of Allottees shall be solely responsible to manage and maintain the spaces at their own cost, responsibility and risks, without making the Promoters anyway liable or responsible for the same. No Allottee is allowed or permitted to dump or store any material in these areas and the Refugee Areas of prescribed floors from the said Building has to be vacant and open for all time.

10.7. The Promoters have intimated the Allottee/s that the Project may at the Promoters discretion and in view of certain sanctions in respect of the additional building/s and /or upper floors in each of the building/s being constructed and/or proposed to be constructed will receive sanctions from time to time and thereupon be duly implemented accordingly. The Allottee/s have accorded their specific and irrevocable consent and concurrence thereto and further agree that they shall not interfere or hinder in the said development and shall indemnify and keep harmless the Promoters from and against any loss or damage suffered by the Promoters as a consequence of the Promoters being denied or deprived of such lawful and legitimate rights. The phase wise development of the said project has been made for the convenience of the Promoters and Allottee/s. No separate fencing and gate will be allowed for separating any particular phase for whatsoever reason. All Allottee/s in all phases shall have free access to all phase's i.e. entire project.

10.8. The said Apartment/ Unit shall be subject to all the following conditions:
(each/either applicable in the context of the specific sale)

- a. The access to the individual units/apartments shall be as per the sanctioned plan and/or revised plan from time to time.

- b. Air- Conditioners shall be fixed in the space provided by the Architect of the Promoters and location of the air-conditioners shall be restricted to the above-mentioned space only.
- c. The elevations and finishing material of the building both externally and internally will not be permitted to be changed under any circumstances.
- d. Construction of lofts and other civil changes done internally shall besides being at the risk and cost of the Allottee/s shall not damage the basic R.C.C. structure and such changes shall only be implemented only after prior written consent of the Promoters and the R.C.C Consultants.
- e. The said Unit shall solely be utilized for the purpose of permitted legal use only and no other activity of any kind would be permitted therein and he/she/they shall use the open /sheltered /covered parking space as herein allotted only for purpose of keeping or parking the Allottee's own vehicle viz car/2 wheeler. It is specifically made clear that any 3-wheelers/tempo/commercial vehicle of any kind, shall not be parked in the said residential parking area;
- f. The Promoters shall, in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement have first lien and charge on the said unit agreed to be purchased by the Allottee/s.
- g. No sign board/s, neon sign boards or electronic board/s will be permitted to be displayed in any place in the compound or in any of the open space or on the top of any building/s, as all such open spaces.

- g. The Construction of chimneys, hanging telephone and telex wires, electric connections, fax, teleprinter, computer devices which require external wiring cables, lines, dish antennas will not be permitted to be installed except in the form prescribed by the Promoters/Owners in writing.
- h. The installation of any grills or any doors shall only be as per the form prescribed by the Promoters/Owners Architect in writing.
- i. No clothes shall be hung out for drying by the Allottee/s except within the Service Terrace/ Service Balcony.

11. The Promoters have already formed and registered the legal entity (Association of Allottees) of Phase I and Phase II, a Co-operative Housing Society registered under the Maharashtra Co-operative Societies Act, 1960 under the name and style of "HM Royal Co-operative Housing Society Limited" bearing registration No. PNA/PNA(4)/HSG/(TC)/19298/2018-2019 dated 01/12/2018.

12. It is clarified between the Promoters and the Allottee/s that the title to the common areas shall vest with the Association of Allottees, it is the necessity and requirement of the Allottees that various parking space in open areas (common areas) be distributed / allotted among them to have orderly and disciplined use and to avoid confusion, disputes and differences among them. With this view, the Promoters, on the request of the Allottee/s (and also at the request of the other Allottee/s) herein is keeping a register /record of such allocations/designation/selections of parking in open areas (common areas) to be effected by the Allottee/s from the Association of Allottees to be formed by them. The Promoters have not taken any consideration for such allocation. It is specifically agreed by the Allottees that if for any reason it be

held that such allocation/ designation of parking/s by the Allottees of the Apartment/ Unit among themselves is not proper then the Allottee/s(including Allottee herein) shall be entitled to use entire parking area in common with others and the Allottee herein and shall not be entitled to claim any refund of any amount or for compensation as the consideration price herein agreed is only in respect of the said Apartment/ Unit alone.

13. The Allottee shall on payment of the full consideration and payments due and payable to the Promoters/ said Society herein be inducted/ admitted as a member of the said Society along with other Allottee(s) of Apartments/ Units in the building and for this purpose also from time to time sign and execute the application for membership and the other papers and documents necessary for becoming a member of the said Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters /said Society to induct the Allottee as a member of the said Society .

14. The Promoter / Society shall upon the allocation of all the unit/s in the said Phase II and completion of the project in its entirety induct/ admit the Allottee/s as member in the said Society and until the allocation and transfer of the all units in the said Phase II all the Allottee/s of the building hereunder shall be subject to the over-all authority and control of the Promoters in respect of any of the matters concerning the said building/s, the construction and completion thereof and all amenities pertaining to the same and in particular the Promoters/ shall have absolute authority and control as regards the unsold units and other premises and the disposal thereof.

15. The Promoters shall convey / lease the said super structure of the said building/wing of a building along with Project Land upon the completion of all the phases with absolute, clear and marketable title thereto (subject to his

right to dispose of the remaining unsold Apartments/ Units, if any and to receive entire consideration in respect thereof) in favor of the said Society of the Allottee/s within a period of three months from the date of issue of occupancy certificate to the last of the building in the Project and receiving the full consideration in respect of all the Apartments/ units sold whichever is later.

16. Within 15 days after notice in writing is given by the Promoters to the Allottee/s that the Apartment/ Unit is ready for use and occupation, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment/ Unit) of outgoings in respect of the said Project Land and Buildings 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 said Project Land and buildings. The Allottee/s shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters till the management of Phase II is handed over to the said Society. The Allottee further agrees that till the Allottee's share is so determined. The Allottee/s shall pay to the Promoters provisional monthly contribution of **Rs. xxxx per month to be paid in advance every year (Rs. xxxxx + GST per annum) and Rs. xxxxx as Maintenance Deposit** towards the outgoings. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the said Society as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid balance of the amount if any remaining (less deduction provided for in this Agreement) shall be paid over by the Promoters to the said Society, as the case may be. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings

regularly as provided herein in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the Promoters to terminate this agreement in accordance with the terms and conditions contained herein.

17. The Promoters reserve their right :

- a. To have the maintenance of the specified infrastructure and amenities to be provided by a separate Maintenance Company to prevent disruption and control costs;
- b. To provide services through a separate Services Company for uniform and continuous availability to the extent possible and to control costs;
- c. To appoint Property Maintenance Services or such other company or agencies to look after the maintenance management and servicing of any specified areas, amenities and services.

18. The Allottee shall utilise the sum received for legal charges paid by the Allottee/s to the Promoters for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with the cost of preparing and engrossing the conveyance of the building/s and the project land in favour of the said Society.

19. At the time of registration of conveyance of the structure of the buildings eventually the land therein, the Allottee/s shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or lease or any document or instrument of

transfer in respect of the Project land and structure of the said buildings of all the Phases in favour of the said Society.

20. All the liability of GST or other levy /cess applicable or imposed by any government authority on this contract shall be entirely borne and paid/reimbursed by the Allottee/s to the Promoters/Owners immediately on demand, time being of the essence. The Allottee/s shall make payment of GST and /or other tax applicable to the said Unit as and when it becomes due and payable at the rate prescribed by Law from time to time to the Owners/Promoters who shall thereupon make payment of the same to the Government as prescribed by Law. If, however, at any time hereafter, the rates of GST are increased or decreased by the Government, the amount payable by the Allottee/s to the Owners/Promoters under this Clause shall vary accordingly. In addition to the above, the Allottee/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge if any applicable such as / levy/ welfare or any fund / betterment tax /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 Owners/Promoters to the Allottee/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 Allottee/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 Owners/Promoters, the Allottee/s shall be liable to reimburse the same together with interest accrued thereon to the Owners/Promoters and the Allottee/s hereby agree to indemnify and keep indemnified the Owners/Promoters from or against all loss or damage suffered or incurred by the Owners/Promoters as a result of non-payment by the Allottee/s of any such taxes, duties etc. It is also clarified between the parties hereto that the input credit which the Promoters can avail of has as per the Allottee's entitlement already been passed on to the Allottee

by the Promoter by reducing the consideration proportionately and the Allottee/s confirm/s the same.

Amenity Space (if any) in the layout shall solely belong to the Promoters and the Promoters in their discretion shall decide to develop or transfer the same or to deal with the same as it deems fit. If required the Promoters may give the Amenity Space to the Government/Corporation or concerned Competent Authority and avail of benefits/compensation by way of Monetary Compensation / Transferable Development Rights / FSI/FAR, therefore. The Allottees or the said Society Unit Holders shall not be entitled to claim any interest therein or any part thereof. The Owner/s or Holders of the Amenity Space shall be entitled to avail of benefit of all or any one or more of the common areas and facilities in the layout such as road, open space, use of common drainage, water and electrical lines, etc. as may be given by the Promoters at their discretion, subject to liability of payment of contribution towards maintenance thereof.

21. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

21.1 The Promoters hereby represent and warrant to the Allottee as follows:

- i. The Promoters have clear and marketable title and/ or stake/ development rights with respect to the said Project Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Project Land and also has actual, physical and legal possession of the said Project Land for the implementation of the Project;
- ii. The Promoters have 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 said Project Land or the Phase-II of the Project except those disclosed herein and/or in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said Project Land except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the said Phase-II of the Project, Project Land and said building/ buildings 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 Phase-II of the Project, Project Land and said building/ buildings shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Phase-II of the Project, Project Land, Building/Buildings and common areas;
- vi. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- vii. The Promoters have 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 Land, including the Phase-II of the Project and the said Apartment/ Unit which will, in any manner, affect the rights of Allottee under this Agreement;

- viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment/ Unit to the Allottee/s in the manner contemplated in this Agreement;
- ix. Notwithstanding anything contained to the contrary herein it is hereby agreed by and between the parties and confirmed by the Allottee/s that the common areas, facilities and amenities situated in the Said Project Land in the layout are for the common use and enjoyment of all the allottees in the project (save as otherwise specifically restricted to the contrary) and accordingly the said common areas, facilities and amenities will stand transferred to the said Society of all the Allottees of all buildings in all the phases (as the case may be) on completion of all the wings/buildings/phases in the said Project.
- x. The Promoters have 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 upto the date of receipt of the Completion Certificate/ Occupation Certificate as the case may be;
- 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 Project Land) has been received or served upon the Promoters in respect of the said Project Land and/or the Project except those disclosed in the title report.
- xii. The Promoters/Owners have offered to provide Pipe Gas system subject to such system being deemed to be fit, safe and viable at the

sole discretion of the Promoters/Owners. In case of any mishap / accident of any nature on any grounds whatsoever in the future the Owners/ Promoters/Owners shall on no account be held responsible for the same. Also the Allottee/s hereby agree/s that he / she / they shall pay the usage and service charges / any other charge raised by such agency and shall not raise any objection for the same.

21.2 The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment/ Unit may come, hereby covenants with the Promoters as follows :-

- i. To maintain the Apartment/ Unit at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Apartment/ Unit is taken and shall not do or suffer to be done anything in or to the building in which the Apartment/ Unit is situated or staircase or any passages 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/ Unit is situated and the Apartment/ Unit itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to utilize common areas, passage areas, ducting etc. for any kind of storage purpose which may or may not create obstruction to other Apartment/ Unit Allottee/s.
- iii. Not to store in the Apartment/ Unit 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/ Unit 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/

unit is situated, including entrances of the building in which the Apartment/ unit is situated and in case any damage is caused to the building in which the Apartment/ Unit is situated or the Apartment/ unit on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

- iv. To carry out at his own cost all internal repairs to the said Apartment/ unit and maintain the Apartment/ unit in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s provided that for the defect liability period such repairs shall be carried out by the Apartment/ Unit Allottee/s with the written consent and the supervision of the Promoters and shall not do or suffer to be done anything in or to the building in which the Apartment/ Unit is situated or the Apartment/ Unit 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/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- v. Not to demolish or cause to be demolished the Apartment/ Unit 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/ Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment/ Unit is situated and shall keep the portion, sewers, drains and pipes in the Apartment/ Unit 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/ Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or

RCC, Pardis or other structural members in the Apartment/ Unit without the prior written permission of the Promoters and/or the said Society of Apartment/ Unit Allottee/s.

- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project Land and the building in which the Apartment/ Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment/ Unit in the compound or any portion of the said Project Land and the building in which the Apartment/ Unit is situated.
- viii. Without prior approval from all sanctioning authorities as well as the Promoters not to join two adjacent units and not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature contrary to the sanctioned plans in or to the structure or construction of the said unit.
- ix. Not to make any demand to change the existing plans and/or any changes in the plan of the premises annexed herewith. The Promoters shall not refund any amount for deleting items of specifications and amenities on request of the Allottee/s.
- x. Pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or for giving water, electricity or any other service connection to the building in which the Apartment/ Unit is

situated. Such deposits will lie with the Promoters interest free for the utilization of above purposes.

- xi. To bear and pay applicable and any increase in local taxes. water charges, electricity, meter deposit, transformer charges, insurance and such other levies or betterment charges, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, either due to any change or amendment in the law or on account of change of user of the Apartment/ Unit by the Allottee/s to any purposes other than for purpose for which it is sold. Such amount until utilization shall lie as interest free deposits with the Promoters.
- xii. The Allottee/s 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/ Unit until all the dues payable by the Allottee/s to the Promoters under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have intimated in writing to the Promoters and obtained the written consent of the Promoters for such transfer, assign or part with the interest etc.
- xiii. The Allottee/s shall observe and perform all the rules and regulations which the said Society has adopted 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/ Units 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/s shall also observe and perform all the stipulations and

conditions laid down by the said Society regarding the occupation and use of the Apartment/ Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- xiv. Till a conveyance of the structure of the building/s of the said Phase II in which Apartment/ Unit is situated with the project land on which the buildings stand is executed in favour of said Society, the Allottee/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings and the project land or any part thereof to view and examine the state and condition thereof.
- xv. The Promoters shall be liable to pay only the Municipal Taxes, as actual, in respect of the unsold units and other premises in their possession. As the unsold units will remain locked, unused and unoccupied, the Promoters for these unsold units shall pay to the said Society the token sum of Rs. 11/- (Rupees eleven only) per month towards the non-occupancy charges and other outgoings in respect of the unsold units till such time as they are sold and disposed off where after the prospective Allottee will undertake the liability of all such future payments thereof.

22. The Allottee/s hereby irrevocably consent/s and authorize/s the Promoters to represent him/her/them in all matters regarding property tax assessment and reassessment before the concerned Municipal Authorities and decisions taken by the Promoters in this regard shall be binding on the Allottee/s. The Promoters may till the execution of the Final Conveyance Deed represent the Allottee/s and his/her/their interest and give consent, NOC's and do all the necessary things in all departments of Municipal Corporation,

Collectorate, Road, Water, Building Tax Assessment departments, Government & Semi-Government, M.S.E.D.C.L., U.L.C. officials, etc. on behalf of the Allottee/s and whatever acts so done by the Promoters on behalf of the Allottee/s shall stand ratified and confirmed by the Allottee/s.

23. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the said Co-operative Society towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

24. 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/ Units and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment/ 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 Promoters until the said structure of the building/s and the Project Land is transferred to the said Society as hereinbefore mentioned.

In the event any portion of the Project Land is being required by any utility service provider for installing any electric sub-station / transformer / gas bank/ pipe line equipment /, recycling plants, buildings or for access to any of the areas acquired /surrendered by the Promoters and/or the Owners for availing of FSI/FAR etc. the Promoters shall be entitled to transfer such portion to the said utility / service provider or any other body for such purpose on such terms and conditions as the Promoters deem fit and/ or as per the requirement of such utility / service provider or as per applicable law / rules / regulations. The Allottee/s/ said Society / legal entity shall not be entitled to raise any objections in this regard.

25. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE :

After the Promoters execute this Agreement he shall not mortgage or create a charge on the Apartment/ 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 Allottee who has taken or agreed to take such Apartment/ Unit.

26. COST OF PROVISION OF WATER TO THE SAID PROJECT

As mentioned above, the said Project Land is situate within the limits of the Municipal Corporation Pune and, in the circumstances, the Municipal and Planning Authority is the said Corporation. However, at the time when the Promoters submitted the building layout and building plans in respect of the said Project Land for sanction to the Municipal Corporation of Pune, the Municipal Corporation of Pune has, as a pre-condition for grant of such sanction, required the Promoters to submit an undertaking stating that it shall be the responsibility of the Promoters to make provision of supply of water to the Project to be implemented on the said Project Land and which undertaking has been taken by the said Corporation from the Promoters. The Promoters, shall at the appropriate time, make application to the Municipal Corporation of Pune for Municipal water connections of the requisite capacity for the said Project and the Promoters shall make payment of the necessary charges in respect of such water connections to the said Corporation. However, until such time as such Municipal water connections are provided by the Municipal Corporation of Pune and the same become operational and until such time as the Municipal water supply through such connections is adequate for the needs of the Allottees/ occupants of Shops/Commercial Premises / Apartments/ Units in the said Project, the Promoters propose to procure water for the requirement of the holders/ occupants of Apartments/ Units in the said Project through water tanker agencies and other sources. All costs, charges

and expenses for provision of such water to the said Project are to be borne and paid by the Allottees of Shops / Commercial Premises / Apartments/ Units in the said Project on a pro-rata basis. Such cost of provision of water to the said Project shall be deemed to be part of the expenses and outgoings of the Common Areas and Facilities of the said Project. In the circumstances, from out of the amounts contributed by the Allottee/s herein and the Allottee of other Shops / Commercial Premises / Apartments/ Units in the said Project towards the expenses and outgoings of the Common Areas and Facilities of the said Project, the Promoters shall defray the costs of making provision for water.

27. SWIMMING POOL AND CLUB HOUSE :

The Promoters plan to construct a club house and a swimming pool on a pre designated area on the Said Project Land. The under mentioned terms and conditions are essential terms and conditions on the basis of which the Allottee/s has/have agreed to purchase from the Promoters the said unit under and in pursuance of this agreement.

27.1. The Promoters shall be entitled to retain with themselves or to transfer the title/possession/use of the said club-house and the said swimming pool (and all ancillary structures and amenities appurtenant thereto and the land appurtenant thereto) on such terms and conditions as the Promoters may from time to time decide.

27.2. Access to and the facility for the use of such club house and swimming pool and the appurtenant land shall be regulated by the Promoters and/or their successors-in-title but on condition that such access and facility will be available only to the Allottees in the buildings and other premises in the entire layout and to the Allottees in the buildings/phases

which may be developed by the Builders and/or associate concerns of the Promoters.

27.3. The facility to the members for use of the Club House and Swimming Pool shall be subject to the Rules and Regulations as may be framed by the Promoters and the Allottee/s shall abide by the same.

27.4. Notwithstanding anything to the contrary written hereinabove the facility to the members for use of the Club House and swimming pool shall be restricted to the Allottees of the residential apartments/ units only in all the phases of the Said Project Land. The Allottee/s of the commercial unit duly confirms that he/she/they have been duly intimated of the above restrictive user of the Club House and the said Allottee/s declare/s and undertake/s that he/she/they shall not raise any claim thereto or thereupon.

28. BINDING EFFECT :

Forwarding this Agreement to the Allottee/s by the Promoters do not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s sign/s 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 Promoters. If the Allottee(s) fails to execute and deliver to the Promoters 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 Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 7(Seven) 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.

29. 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/unit/building, as the case may be.

30. RIGHT TO AMEND :

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

31. PROVISIONS OF THIS AGREEMENT APPLICABLE ON 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/ Unit, in case of a transfer, as the said obligations go along with the Apartment/ Unit for all intents and purposes.

32. 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.

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

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

34. 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.

35. PLACE OF EXECUTION :

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

36. The Allottee and/or Promoters 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 Promoters will attend such office and admit execution thereof.

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

Allottee/s:

Name:-xxxxxxxxxxxxxxxxxxxxxxxxxx,
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx,
Contact No. :
Email:

Promoter:

Mr. Arti Properties Pvt Ltd.
through Authorized Signatory Mr. Rajkumar Sarda
C/62, Vibgyor Tower, 9th Floor, Bandra Kurla Complex,
Bandra (East), Mumbai 400 051
Email: office.kondhwa@gmail.com

It shall be the duty of the Allottee and the promoters 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 Promoters or the Allottee/s, as the case may be.

38. JOINT ALLOTTEES :

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

39. 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 in Pune will have the jurisdiction, subject to the provisions of the said Act to adjudicate upon all disputes arising by and between the parties hereto under the terms hereof for this Agreement. This Agreement is subject to the provisions of the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, as amended till this date and will be subject to the provisions of the Real Estate (Regulation and Development) Act 2016 and Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agent, Rates of Interest and Disclosures on Website) Rules 2017, respectively as applicable.

40. The Parties hereto confirm that the Allottee/s has/have agreed to purchase the said Apartment/Unit as an Investor and hence the Allottee/s reserve his/her/their right to claim stamp duty set off/adjustment of the amount already paid on these presents in the event the Allottee/s resells the said unit to a subsequent Allottee/s.

41. STAMP DUTY :

41.1 All Stamp Duty and registration charges applicable hereto are to be borne and paid by the Allottees herein.

41.2 Stamp duty amounting to **Rs. xxxxxx/-** is affixed hereto on the document value which is more than the market value /market value of the unit as fixed by the Office of the Registrar of Assurances, Pune.

THE SCHEDULE-I ABOVE REFERRED TO :**[SAID ENTIRE LAND]**

ALL THAT PIECE AND PARCEL OF LAND admeasuring 56017.57 sq. mtrs.
(as per demarcation measurement plan of physical area on site and 61300 sq.
mtrs. as per 7/12 Extract) comprising out of parcels/ portions of lands bearing:

S. No.	Hissa No.	Area Hectare – Ares
18	2/2+3+4A/2	00 - 10
18	2/2+3+4A/3	00 - 10
18	2/2+3+4A/4	00 - 10
18	2/2+3+4A/5	00 - 10
18	2/2+3+4A/6	00 - 10
18	2/2+3+4A/7	00 - 10
18	2/2+3+4A/8	00 - 10
18	2/2+3+4A/9	00 - 10
18	2/2+3+4B/2	00 - 10
18	2/2+3+4B/3	00 - 10
18	2/2+3+4B/4	00 - 10
18	2/2+3+4B/5	00 - 10
18	2/2+3+4B/6	00 - 10
18	2/2+3+4B/7	00 - 08
18	2/2+3+4C/2	00 - 10
18	2/2+3+4C/3	00 - 10
18	2/2+3+4C/4	00 - 10
18	2/2+3+4C/5	00 - 10
18	2/2+3+4C/6	00 - 10
18	2/2+3+4C/7	00 - 08
18	2/2+3+4D/1	00 - 10
18	2/2+3+4D/2	00 - 10

18	2/2+3+4D/3	00 - 10
18	2/2+3+4D/4	00 - 10
18	2/2+3+4D/5	00 - 10
18	2/2+3+4D/6	00 - 10
18	2/2+3+4D/7	00 - 02
18	2/2+3+4D/8	00 - 02
18	2/2+3+4D/9	00 - 04
18	2/2+3+4E/1	00 - 09
18	2/2+3+4E/3	00 - 10
18	2/2+3+4E/4	00 - 10
18	2/2+3+4E/5	00 - 10
18	2/2+3+4E/6	00 - 10
18	2/2+3+4E/7	00 - 06

collectively admeasuring 03 Hectares 19 Ares.

S. No.	Hissa No.	Area Hectare - Ares
19	23	00 - 14
19	19B	00 - 17
19	21	00 - 17
19	22	00 - 15
19	14	00 - 21
19	15	00 - 23
19	26	00 - 33
19	13	00 - 27
	00 - 26	
19	09	00 - 13
19	10	00 - 34
19	11	00 - 14

collectively admeasuring 02 Hectares 54 Ares.

III.

S. No.	Hissa No.	Area Hectare - Ares
18	2/2+3+4A/1	00 - 10
18	2/2+3+4/B/1	00 – 10
18	2/2+3+4/C/1	00 - 10
18	2/2+3+4/E/2	00 - 10

collectively admeasuring 0 Hectare 40 Ares

all situated at Village Kondhwa Budruk, within the limits of Pune Municipal Corporation, Taluka Haveli, District Pune and bounded as under:

ON OR TOWARDS THE :

	S. No. 18	S. No. 19
NORTH :	S. No. 18(part)	S. No. 19 (part)
SOUTH :	S. No. 18 Hissa No. 2/5	S. No. 19 (part)
EAST :	S. No 19	S. No. 19 (part)
WEST :	40 mtr. Wide DP Rd.	S. No. 18 & 17

THE SCHEDULE-II ABOVE REFERRED TO :

[SAID PROJECT LAND]

ALL THAT PIECE AND PARCEL OF THE LAND being an area admeasuring 33145.45 sq. mtrs out of the Said Entire Land more particularly described in the SCHEDULE- I above situated at Village Kondhwa Budruk, within the limits of Pune Municipal Corporation, Taluka Haveli, District Pune and bounded as under:

ON OR TOWARDS THE :

NORTH :	S. No. 18(part)
SOUTH :	S. No. 18 Hissa No. 2/5
EAST :	Mansukhbhai Kothari National School
WEST :	40 mtr. Wide DP Rd.

THE SCHEDULE-III ABOVE REFERRED TO :

Common/Limited areas and facilities :

1. The underground and overhead water tanks and electric motor and pump if any,
2. The access and the approach to the building and the staircases
3. All the drainage lines, water lines, plumbing net work throughout the building
4. Staircases/landings and entrance area of all the buildings
5. R.C.C. frame work structure of the buildings
6. Plants and trees planted or to be planted, if any in the open space
7. Common electric motors and water meters connected to the common lights water connections pump sets etc.
8. Light point on the internal road, light points outside the building and in the staircases as well as in the car park.
9. Areas under the internal passages within the said land.
10. Cladding on the walls of the entrance of the building.

SCHEDULE IV

PLEASE INSERT DESCRIPTION OF THE [APARTMENT/UNIT] AND THE CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

Apartment / Unit No. _____ of carpet area admeasuring _____ **sq. mtrs.** on the _____**th** floor in the Building No. ____ of the **Phase - II** of the project named and styled as “**HM Royal**” along with the usable floor area of the enclosed balcony admeasuring _____ **sq. mtrs.** Usable floor area of the attached exclusive balcony admeasuring _____ **sq. mtrs.** and alongwith provisionally allocated right of use of Single car parking space in the Basement

in the building situate on the Said Project Land described in Schedule-II hereinabove.

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

SIGNED SEALED AND DELIVERED
by the above named PROMOTERS
for themselves and as duly
Constituted Attorney of the
Owners above named

PROMOTERS

SIGNED SEALED AND DELIVERED
by the abovenamed ALLOTTEE/S

ALLOTTEE/S

WITNESSES :

1.

2.

ANNEXURE A

Name of the Attorney at Law/

Address :

Date :

:

REF. No. :

Title Report

Details of the Title Report

The Schedule Above Referred to

(Description of property)

Place : Pune

Dated:

(Signed)

Signature of Attorney-at-Law/Advocate

ANNEXURE B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of Promoters to the said Project Land).

ANNEXURE C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE C-2

(Authenticated copies of the plans of the Building/s as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE D

(Authenticated copies of the layout plan of the Apartment/ Unit agreed to be purchased by the Allottee, as proposed by the concerned local authority)

ANNEXURE E

SPECIFICATIONS

Specifications for ____ BHK Apartments

1.

Structure:

R.C.C. framed structure with AAC blocks/ Fly ash brick walls

2. **Flooring:**

a. Common area:

- Ground floor lobby: Vitrified /porcelain tiles / Granite Flooring
- Typical lift lobby: Vitrified /porcelain tiles / Granite Flooring
- *Staircase: Vitrified /porcelain tiles / marble Flooring / Tandoor / Kota Stone*

b. Apartment:

- Foyer : Vitrified Tiles
- Living & Dining : Vitrified Tiles
- Master Bedroom : Vitrified Tiles
- Bedrooms and Kitchen : Vitrified Tiles
- Balcony & Utility : Antiskid Ceramic tiles

c. Toilets:

- Antiskid Ceramic tiles flooring
- Ceramic tile dado up to 7' height.

3. **Toilets:**

- Chromium plated fittings
- Wall mounted EWC for all toilets

- Health Faucet for EWC in all the Toilets.
- Provision for exhaust fan in all toilets
- **For 1 BHK –**
Open type hot & cold mixer with overhead shower,
Wash basin in outside / inside area
- **For 2 BHK –**
Master toilets: - Single liver diverter with overhead shower
Other toilets: - Open type hot & cold mixer with overhead shower
Wash basin in all toilets

4. Kitchen:

- Provision for water purifier/exhaust fan.
- Separate domestic & drinking taps.
- Cladding with ceramic/glazed tiles 2'0" above the kitchen platform
- Granite top kitchen platform with stainless steel sink

5. Inlet & Outlet for washing machine.

6. Doors:

- Main Door-Plywood with veneer Door frame
- Main door shutter with both side veneer and melamine polish
- Internal doors of wooden frame
- Internal shutter both sides laminated

7. Windows / Balcony / Terrace

- Powder coated aluminium windows with mosquito mesh and MS safety grills
- External powder coated aluminium sliding doors with mosquito mesh

- Ventilator: - Aluminium frames with Louvered glass and provision for exhaust fan in Toilets
- SS Railings with glass for Terraces only in cluster 3. MS Railing in Balcony for all other Flats

8. Painting:

- Internal walls with plastic Emulsion paint
- External walls with Acrylic Paint

9. Electrical:

- TV point in the living room & master bedroom
- Fire resistant electrical wires of reputed make
- *One Earth Leakage Circuit Breaker for each apartment*
- Electrical modular switches of Reputed make
- Split AC power point in living and master bedroom (conduit provision in other bedrooms).
(Split AC and Copper piping is not under the scope of **Arti Properties Pvt Ltd**)
- Individual apartments to have MSEDCL power of 3KW,4KW for 1, 2 BHK respectively

10. Telephone/ Intercom Facility:

- Telephone points in living area and master bedroom
- Video Door Phone Conduit Provision
- Data point in living room
- Provision for intercom

11. Lift:

- Automatic passenger lifts of reputed make

12. Power Back- up:

- Stand-by generator for lights in common areas, lifts & pumps
- Individual Apartments to have Back up 0.25KVA, 0.50KVA for 1, 2 BHK flats respectively

13. Security Systems:

- Round the Clock Security
- Trained security personnel
- CCTV installed in Common areas outside building like Entrance gates, Club House, Basement Areas etc.

14. Piped Natural Gas (PNG) : At extra cost.

ANNEXURE F

Common Amenities of Entire Project

CLUB HOUSE

Amenities Provided – Indoor

- Multipurpose hall
 - Community Hall
 - Table tennis
 - Cards
 - Carrom
- Library
- Gymnasium
- Billiards Room

Rejuvenation

- Aerobics / Yoga / Meditation
- Steam & Sauna Bath

OTHERS

- Swimming Pool
- Recreational Room

OUTDOOR AMENITIES

- Landscape Garden
- Jogging Track & Sand Pit
- Children Play area
- Elder Park with acupressure path
- Stepped Garden
- Tennis Court
- Practice Basket Ball
- Pool side Party Deck
- Party Lawn
- Skating Rink
- Amphitheatre

RECEIPT

Received of and from the Allottee above named the sum of **Rs. xxxxxxxx/- (Rupees xxxxxxxxxxxxxxxx xxxxx xxxxxxxxxxxxxxxxxxxxxx)** on execution of this agreement towards Earnest Money Deposit or application fee.

We say received.
The Promoters.