

### AGREEMENT

This AGREEMENT executed here at PUNE on this \_\_\_\_ day of \_\_\_\_\_ month of the year 201\_\_\_\_;

#### Between

Avior Corp, a Proprietary Concern, having office at DS-4 & DS-5, Soba Savera Co-operative Housing Society, S. No. 681/1B+2+3/1, Opp. Bibve School, Bibvewadi, Pune-411037 through its sole proprietor, MR. SUNIL CHAMPALAL SOMANI, aged about 57 years, Occupation: Agriculture & Business hereinafter referred to as the Owner/Promoter, which expression shall unless, repugnant to the context or meaning thereof, mean and include the said Firm, its Proprietor, successors, legal representatives, administrators, executors and assigns,

.....OF THE FIRST PART;

And

- (1) Name: \_\_\_\_\_  
Age \_\_\_\_ years , Occupation: \_\_\_\_\_  
PAN \_\_\_\_\_ Aadhar Card No. \_\_\_\_\_
- (2) Name: \_\_\_\_\_  
Age \_\_\_\_ years , Occupation: \_\_\_\_\_  
PAN \_\_\_\_\_ Aadhar Card No. \_\_\_\_\_
- (3) Name: \_\_\_\_\_  
Age \_\_\_\_ years , Occupation: \_\_\_\_\_  
PAN \_\_\_\_\_ Aadhar Card No. \_\_\_\_\_

Residing at \_\_\_\_\_

hereinafter referred to as the Purchaser/Allottee/s, which expression shall, unless repugnant to the context or meaning thereof, mean and include his/ her/ their heirs, successors, survivors, legal representatives, administrators, executors & assigns,

..... OF THE SECOND PART;

#### WHEREAS:

- [A] All that piece and parcel of land admeasuring 4559.34 Sq. Mtrs out of Survey No.

635 Hissa No. 5 A totally admeasuring 12596.67 Sq. Mtrs. assessed at Rs.02-25 situate at Village Bibvewadi of the City of Pune, (Nisabat Munjeri) within registration District Pune, District Pune, Sub registration District Haveli, Taluka Pune City and within the local limits of the Municipal Corporation of the City of Pune, hereinafter referred to as "the said property" which is more particularly described in the schedule 1 written herein under and which property is owned & possessed by Owner-Owner/Promoter as absolute owner vide following documents:- (i) Sale Deed dated 27/12/2007 bearing Registration No 10125/2007 (Office of Sub Registrar Haveli No. 4) executed by and between Waikar family as Vendors and Sunil C. Somani and Lalit M. Bafna as purchasers (ii) Deed of Partition dated 3/11/2011 bearing Registration No 10292/2011 (office of Joint Sub Registrar II) executed by and between Sunil Champalal Somani and Lalit Motilal Bafana, whereby the said property came to share of Sunil Somani, sole Proprietor of Avior Corp.

- [B] The said owner Sunil C. Somani through its proprietorship firm has decided to develop the said property by constructing thereon various building/s consisting of independent blocks for use as residence and has obtained sanctions/permissions from the local authority for construction of building/s in the project named as "**AVIOR AAGAM**" comprising multiple buildings of independent blocks commonly known as ownership scheme,
- [C] And 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 Owner-Promoter while developing the project land and the said building/s and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- [C] The Owner/Promoter has appointed Architect **Prakash Chandak, 997/10, Sastsang Society, Navi Peth, Pune-411030** as Architects And **Bhilare & Associates** as structural engineers for drawing the plans and supervising the construction of the project proposed to be constructed on the said property. However, the Developer may change the consultants as the Developer in its sole discretion may think fit and necessary or as may be required. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
- [D] The Promoter has sole and exclusive right to sell the Apartment/s in the said project/phase to be constructed by the Promoter on the project land and fully competent to enter into agreement/s with the purchaser/Allottee/s, Lessee, mortgagee, licensee of the apartment/s and to receive sale price/sale proceeds,

rent/license fees, loans and/or consideration in any other form.

- [E] The copies of the following documents annexed with this agreement in the table below:

|                                                                                                                                                |                              |
|------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| Title Certificate of advocate                                                                                                                  | Annexure-A                   |
| VF 7/7A/12 of the said property                                                                                                                | Annexure-B                   |
| N.A. Order<br>Commecement Certificate dated -----<br>----- bearing no. ----- by Pune<br>Municipal Corporation whereby lay-out<br>is sanctioned | Annexure-C;<br>Annexure-C-1; |
| Floor plan of the said Unit                                                                                                                    | Annexure-D                   |
| Specifications for construction of the<br>building and the said Unit.                                                                          | Annexure-E                   |
| Amenities provided/to be provided in<br>the project                                                                                            | Annexure-F                   |
| statutory compliances and<br>permissions pertaining to<br>development of the said project,                                                     | Annexure-G                   |
| Master lay-out of the project as per<br>part sanction                                                                                          | Annexure 'H'                 |

- [F] Thus, the Owner/Promoter has every right and authority to undertake development and construction work of the said property by floating project comprising residential units etc. and to dispose it off the same to the intending buyers/purchasers on ownership basis/leasehold basis as well as to receive and appropriate consideration derived there from;

- [G] The Purchaser/the Allottee has applied to the Promoter for allotment of residential apartment No. -----, on ----- Floor located in building No. ----- in the project named as "AVIOR AAGAM" situated on the said property.

- [H] And whereas the carpet area of the said Apartment is \_\_\_\_\_ square meters and carpet area means the net usable floor area of an apartment,

excluding the area covered by the external walls, areas under services shafts, exclusive balcony apartment to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment. The Purchaser/s herein has/have demanded from the Promoter and the Promoter has given inspection to the Purchaser/s of all the documents relating to the said land and the plans, designs and specifications prepared by the aforesaid Architect of the Promoter and such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter to as The said Act) and the Rules and Regulations made thereunder;

- [I] The Purchaser/Allottee has personally verified location of the building and has understood the project plan and intention of the Owner/Promoter. And the Purchaser/the Allottee/s has/have agreed to purchase the said unit/Apartment based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such terms conditions shall be bound and abided by the Purchaser/Allottees strictly and has personally verified and also through concerned professional consultants all the annexures annexed to this agreement as **Annexure No. 'A' to Annexure No. 'H'** and further the Purchaser/Allottee has understood all the definitions & descriptions such as the **said property described in Schedule 1; AND Description of the entire project in Schedule 2 and description of Phase 1 of the project in Schedule 3; description of Apartment in Schedule 4; description of common areas/restricted areas in Schedule 5: description of payment plan as per construction stages in Schedule 6:**
- [J] After the Purchaser/Allottees enquiry, the Promoter herein has requested to the Purchaser/s/Allottee/s to carry out independent search by appointing his/her/their own Advocate and to ask any queries, regarding the marketable title and rights and authorities of the Confirming Party and the Promoter herein. The Purchaser/Allottee/s has/have satisfied himself/ herself/ themselves in respect of the marketable title of the owners of the said land and interested parties therein and further rights and authorities of the Promoter herein therefore, has/have agreed to purchase the said Apartment.
- [K] The Purchaser/s herein is/are aware of the fact that the Promoter herein have entered or will enter into similar or separate agreements with several other person/s and party/es in respect of the other apartments and allot exclusive right to use terraces, parking/s area as may be permissible under the prevalent law,
- [L] The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

[N] And whereas, the Promoter has registered the Project at registration no. ----- as ----- under the provisions of the Real Estate (Regulation and development) Act, 2016 with the Real Estate Regulatory Authority;

[O] And whereas, under provisions of said Act the Promoter is required to execute a written Agreement for sale of said Unit/Apartment with the Purchaser/the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

**NOW THIS AGREEMENT WITNESSETH AS UNDER:**

**1. SANCTIONS/PERMISSION AND PROJECT PLAN :-**

**1.1 PERMISSIONS/SANCTIONS**

The Owner/Promoter has obtained various sanctions/permissions from the concerned authorities before commencement of the project which are enumerated in the table written herein above.

The developer shall be exclusively entitled to avail, use, utilize and consume and/or otherwise dispose off FSI granted in lieu of construction of building for transfer in the name of MHADA and/or its allottee as laid down in the D.C Rules.

The Promoter/ Developer shall construct multiple building/s comprising residential units under the project on the said property in accordance with the plans, designs and specifications approved by the P.M.C. (Pune Municipal Corporation) and which have been seen and approved by the Purchaser/s subject to such variations, alterations, modifications and changes, as the Developer in its sole discretion may think fit and necessary or as may be required by the concerned authorities provided that the Owner/Promoter shall have to obtain prior consent in writing in respect of such variations, alterations, modifications and changes, which may directly/adversely affect the unit/Apartment being purchased by the Purchaser. The Owner/Promoter shall obtain various sanctions/permissions as may be required till obtaining occupation certificate/completion certificate of the entire project and shall observe all terms conditions and stipulation as stated therein.

The promoter has reserved rights of amalgamation of the property along with adjoining lands and further Promoter has specifically reserved rights of sub-division of the project area (either before amalgamation or after amalgamation of the project area along with adjoining lands) while carrying out development, construction activities of the said project.

Pursuant to the disclosure the Purchaser accorded their free consent to the Owner/Promoter for carrying out or making variations, alterations, modifications and changes in the sanctioned plan/s of the building(s) being constructed upon the said

property by amalgamating the adjoining lands/plots with it or otherwise and/or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the concerned and the Purchaser/s herein shall have no right to withhold such permission and shall give such permission as and when required by the Owner/Promoter herein.

Subject to the right to revise the plans for construction of the building/s by the Owner/Promoter, as herein before agreed, no part of the said FAR/FSI has been utilised by the Owner/Promoter anywhere else. The Promoter shall have total discretion in the matter of development and maximum utilization of FSI of all sectors including but not limited to use, utilize and/or dispose off in any manner FAR/FSI/paid FSI/fungible FSI and/or premium FSI and/or FSI of any other nature or under whatsoever named called including permissible TDR. The developer has reserved all rights and shall be entitled to the additional FAR/FSI/ TDR of any other nature granted in lieu of surrender of the area for road or road widening/area for amenity space out of the said property/project area. The Owner/Promoter shall have preferential/ pre-emptor right to utilise the residual or available FAR/ FSI/paid FST/Premium FSI/ TDR of any other nature or the one increased by reason of any rule/ regulation/ enactment or the additional one granted and/or allowed there under either by way of TDR and/or paid FSI/premium FSI or otherwise on the property, to which the Purchaser/Allottee/s hereby agrees and shall always be deemed to have agreed.

The Owner/Promoter reserved exclusive rights to use, utilize consume balance FSI and TDR that may be made available (as may be permissible in law from time to time) for further construction on the project area by the concerned authority and after, obtaining various sanctions/permissions from the concerned authority, the Owner/Promoter shall have total discretion in the matter of development and maximum utilization of FSI/land potential of the said property/project area and shall be fully entitled to commence complete the project. And Purchaser/Allottee and/or society as the came may be shall not object for the same on any ground.

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit/Apartment to the Purchaser/Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit/Apartment.

## **1.2 PROJECT PLAN**

1.2.A The Owner/Promoter has floated project on the said property under the project name "AVIOR AAGAM" comprising of multiple buildings having residential units to be

completed in multiple phases on the said property. At present owner/promoter has obtained sanction for total three buildings. However, the Owner/Promoter has specifically reserved his rights to enhance project size by inclusion of additional adjoining lands and has reserved its exclusive right to construct additional buildings/wings by obtaining revise sanctions/permissions.

- 1.2 B As the project is having multiple buildings and being constructed in multiple phases, the Owner/Promoter shall complete the same by obtaining sanctions/revise sanctions/permissions from time to time by applying for further FSI/additional FST/fungible FST/paid FSI/Premium FSI/TDR etc. as may be applicable or permissible from time to time. All the primary and/or ancillary and/or supplementary and/or residuary rights, title, interest, claims, statutory and/or contractual of the Owner/Promoter in and over and/or in respect of and/or relating to the said project and project area. Entire balance FSI, additional. FSI/paid FSI/TDR as may be available under the Development control rules from time to time shall belong to the Owner/ Promoter which can be utilize anywhere in the balance project land by making changes in the lay-out & building plans. Irrespective of the fact that the conveyance as envisaged under this Agreement has been executed by the Owner/Promoter or not, without requiring any consent or NOC from the said society/its members, the Owner/Promoter shall be entitled to modify, submit get sanctioned from concerned planning authority entire layout plan of the project.,
- 1.2 C At present part sanction of the project is obtained by the Owner/ Promoter and till completion of the entire project all sanctions will be revised for the purpose of construction of additional buildings/wings and units and thus project will be completed in pursuance of terms & conditions laid down in sanctions/revise sanctions obtained from time to time.
- 1.2D The Owner/ Promoter has reserved rights to lay under ground pipe lines or overhead cable/s in/on the said said property/project area and/or shall be entitled to pass through the said property/project area any Drains, Sewers, Water Electrical Pipelines, Gas pipe lines, Telecom Conduits and other Installations etc. while carrying out development of the said project. The Owenr/Promoter shall be entitled to grant right of access/roads to the other lands or projects to be developed by the Owner/Promoter or any other promoter, in the vicinity of the said Project land and the Purchaser/society as the case may be shall not be entitled to raise any objection whatsoever for the same.
- 1.2F The Owner/Promoter shall be entitled to grant lease or license of any portion of the said property/project area to any Government/ Semi - Government or Local or Municipal Body or Authority or to the M.S.E.D.C.L. or to any Private party or Parties for setting up any installations for providing services such as electricity,

telecommunications services, dish antennae, water purifying plant, etc. and the Allotee/s herein shall not be entitled to raise any objection to such grant of lease or license. Owner/Promoter shall be entitled to put additional construction for electric sub station office for society, overhead and under ground water tanks, along with other utility services/ facilities to be provided in the project as per guidelines or notifications issued by concerned authorities.

- 1.2G The Owner/promoter shall be entitled to avail loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project, for which the Owner/promoter shall be entitled to create security either by way of mortgage or otherwise, on the said property/part/ project area as the case may be in favour of such bank/s and/or financial institute and/or person for the loan. The Allotee/s and/or the society (of any particular building/wing/phase) as the case may be hereby accorded his/her/their irrevocable consent for the Owner/Promoter to avail such loan from any bank/s and/or financial institute and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same. However, the Owner/Promoter shall keep the Allotee/s duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses. In the event of the Owner/Promoter availing such loan, the Owner/Promoter shall be entitled to call upon the Allotee/s to make payment of the balance amount payable by the Allotee/s to the Owner/Promoter under this agreement, directly to such bank/s and/or financial institute and/or person, as the case may be, towards repayment thereof. The amount so paid by the Allotee/s to such lender, shall be, treated to be the payment made by the Allotee/s to the Owner/Promoter. However, the Owner/Promoter shall obtain Mortgage Release Letter of for said Unit and shall not create any charge or encumbrance on the said unit after execution of this agreement.

**1.3 Phase I of the project "AVIOR AAGAM"**

- 1.3 a] As described in project plan herein before the said project shall be divided into multiple phases and each phase may be having one or more building/s and/or floors pursuant to project plan advised by concerned professionals appointed by the Owner/Promoter from time to time. There will be One building being BUILDING NO. - ----- having G + ----- floors of residential/----- units by using/consuming FSI ----- sq. mtrs being constructed on the proportionate area admeasuring ----- sq. mtrs of the project which is more particularly mentioned in the schedule 3 written here under and hereinafter referred to as PHASE I OF AVIOR AAGAM PROJECT which is subject matter of this agreement. The Owner/Promoter shall construct the said building No. ----- in accordance with the plans, design and specification as approved by the concerned local planning authority from time to time. The Promoter will be at liberty to increase no. of floor of the said building by obtaining revise sanctions for using & utilizing F.S.I./T.D.R arising out of the said property. The Purchaser hereby accords his /her/their irrevocable consent for the same.

**2. CONSIDERATION OF THE APARTMENT:-**

- 2.1 Relying upon the Purchaser/s representation and the assurance, as to the satisfaction of the these presents, the Promoter herein has agreed to sell and the Purchaser/s herein has/have agreed to purchase residential unit/Apartment No. \_\_\_\_\_ having carpet area admeasuring at about \_\_\_\_\_ sq. mtrs. i.e. \_\_\_\_\_ sq.ft. along with terrace & dry balconies totally admesuring -----sq. mtrs. (i.e. ----- sq.ft.) on ----- floor of building no. ----- of PHASE I of "AVIOR AAGAM" project along with the appurtenances thereto and which Apartment alongwith appurtenances thereto which is more particularly described in the SCHEDULE 4 i.e THE SAID APARTMENT, which is shown in the Plan annexed hereto as "Annexure D" at or for total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) including the price for the proportionate share in the said proeprty and being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities.
- 2.2 The total aggregate consideration amount for the Apartment is thus Rs. \_\_\_\_\_/- (Rupees ----- Only) inclusive of all charges mentioned in clause no. 9.1 9.2 of the agreement.
- 2.3 The Purchaser/the Allottee has paid on or before execution of this agreement a sum of Rs. -----/- (Rupees \_\_\_\_\_ only) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs -----/- (Rupees \_\_\_\_\_ only) in the manner mentioned in payment plan described more particularly in Schedule No.6
- 2.4 That the Purchaser/s shall pay the aforesaid amount/ installments on its respective stages of installments within seven days of the receipt of a written intimation from the OWNER/PROMOTER to the Purchaser/s calling upon the Purchaser/s to make the particular payment/s or installment/s. The aforesaid payment/s of installments on its respective due dates is the essence of this Agreement. The Architect Certificate for completion of respective stages of construction of building/s shall be conclusive and final and binding upon the Purchaser/s. The Owner/Promoter reserves right to change the chronology of the installments/payment plan as per the construction stage and purchaser shall have to pay the demanded amount/percentage towards completion of the construction stage as mentioned hereinbefore whether it is in the same chronological order as aforesaid or not, provided the Owner/Promoter has furnished Certificate of the Architect to that effect along with the demand letter. The Purchaser/s shall make all the payments to the Owner/Promoter by Demand Draft or by local cheques.If the Purchaser/s makes the payment by outstation cheques then the date of the payment for the purpose of this Agreement shall be deemed to be the date on which the same is credited to the account of the Owner/Promoter provided that the commission so charged by the Bank shall be to the account of the Purchaser/s. The

Owner/Promoter shall give bank details in demand letter issued in the name of the Purchaser/Allottee.

- 2.5 The Total Price mentioned above excludes Taxes consisting of tax payable as GST and Cess or any other similar taxes which may be levied, up to the date of handing over the possession of the (Unit/Apartment) and/or till total payment of consideration amount to the Owner/Promoter.
- 2.6 The Purchaser agrees to pay interest on all the amounts under this agreement under whatever name/head whether towards consideration, other expenses, maintenance charges, taxes etc. which become due and payable by the purchaser to the Owner/Promoter from the due date of amount till the date of actual payment as defined in the Real Estate Act and Rules made thereunder. And failure and/or refusal to pay such interest shall amount to breach of the terms conditions of this agreement on the part of the Purchaser. And the Owner/Promoter shall be entitled to take legal action for the non-payment of amounts due and payable along with interest accrued thereon. However, the Owner/Promoter reserves his right to waive, reduce interest amount.
- 2.7 The Total Price is escalation-free, save and except escalations/increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter/Developer undertakes and agrees that while raising a demand on Purchaser/Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter/the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to The Purchaser/the Allottee, which shall only be applicable on subsequent payments.
- 2.8 The purchaser/allottee shall have liberty to make the advance payment as per his/her/their convenience and the same shall be adjusted towards/against any of installment which may become due payable as per construction stage under this agreement. Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser/ Allottee by discounting such early payments for the period by which the respective instalment has been preponed, however, it is not binding and/or Owner/Promoter shall not be under any obligation to do so. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to and the Purchaser/Allottee by the Promoter.
- 2.9 The Purchaser/Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, as the Promoter may in its sole discretion deem fit and the Purchaser/Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. And

further the promoter reserves right to withhold/stop construction work of the concerned unit/apartment for non payment along with right to levy interest for the delayed amount. The Owner/Promoter, for all moneys due and payable by the Purchaser to the Owner/Promoter under this Agreement, shall have first and paramount lien and charge upon the said apartment and the right, title and interest of the Purchaser therein.

- 2.11 Apart from the said apartment and pro rata share in the common areas facilities of building and project, the Purchaser/Allottee shall not have any claim on any other part of Plot/said proeprty/project area.

**3. TIME IS ESSENCE**

- 3.1 Time is essence for the Promoter as well as the Purchaser/Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the (Unit/Apartment) to the Purchaser/Allottee and the common areas to the association of the Purchaser/Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the agreement herein before ("Payment Plan")
- 3.2. The Promoter shall give possession of the Unit/Apartment to the Purchaser/ Allottee on or before 30.06.2023. If the Promoter fails or neglects to given possession of the Apartment to the Purchaser/Allottee on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Purchaser/Allottee the amount already received by his in respect of the Unit/Apartment with interest at the same rate as may mentioned in the Real Estate (Regulation & Development) Act 2016 and the Rules made therein, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.
- 3.3 Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of possession of the Apartment on the aforesaid date, if the completion of building in which the Unit/Apartment is to be situated is delayed on account of-
- i. Force Majeure, war, civil commotion or act of God and/or recession or labour strikes or any other strikes which may adversely affect on development/construction of the said project.
  - ii. Any notice, order rule, notification of the Government and / or other public or competent authority or any changes that may be implemented/effectd hereafter which are relevant to or connected with the subject matter of this agreement;
  - iii. Prohibitory orders from any court or authority or Government

- iv. Any change/amendment in the prevalent law/s governing construction industry, concerned statute, Act, rule/s, regulation/s, notification/s, Resolutions having direct or indirect impact on development & construction activities (including but not limited to insertion/introduction of new terms & conditions by the concerned authorities while granting revise sanctions/permission/s, conditional sanction/s thereby imposing additional burden/ obligation on the developer while carrying out development-construction work of the project resulting into extra-additional cost/increased financial burden and/or consumption of more time for making statutory compliances thereof for the purpose of fulfilment of terms & conditions of revise sanctions and execution thereof)
  - v. delay in grant of any consent/ NOC/permissions /Environment Clearance along with delay in supply of services such as electricity and water connections and meters connected therewith or laying of drainage line or road NOC's or as well as completion certificate/Occupation certificate from the appropriate authorities, provided Promoter has completed his part of obligations.
  - vi. Non-payment/delay in payment of intallments by purchaser as stated in the agreement and/or extra or additional amenities/facilities demanded by purchaser at the additional cost
  - vii. AND extension of time for giving possession as may be permitted by Regulatory Authority.
- 3.4 If the Promoter fails to abide by the time schedule for completing the project and handing over the (Unit/Apartment/Plot) to the Purchaser/Allottee, the Promoter agrees to pay to the Purchaser/Allottee, who does not intend to withdraw from the project, interest as mentioned herein before.
- 3.5 Without prejudice to the right of promoter to charge interest for default/delay in payment on due date of any amount due and payable by the Purchaser/Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/the Allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement, provided that, Promoter has given prior notice of fifteen days in writing to the Purchaser/Allottee, by Registered Post AD at the address provided by the Purchaser/Allottee and/or mail at the E-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. And upon termination of this Agreement, the Owner/Promoter shall be entitled to forfeit, 20% amount (towards damages & compensation) of the total consideration and there after promoter shall refund to the Purchaser/s the balance amount to the Purchaser/s (without any interest and excluding the charges/payments made towards stamp duty, registration fee, GST

and/or any other amounts) only after re-allotment of the concerned apartment and on such condition the Owner/Promoter shall be entitled to re-allot/dispose off/sell the the same in any other manner as the Owner/Promoter, in its sole discretion and choice, thinks fit and in any such situation. Upon such termination the Owner/Promoter shall be at liberty to dispose off concerned apartment.

**4. PURCHASERS LIABILITY TO ACCEPT THE POSSESSION:-**

- 4.1 The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the (Unit/Apartment), to the Purchaser/Allottee in terms of this Agreement to be taken. The Purchaser/ Allottee/s shall take possession of the said unit/apartment within 10days of the Owner/Promoter giving written notice to the Purchaser/s intimating that the said unit/apartment is ready for use and occupation. Upon receipt of the said letter from the Owner/Promoter stating that the said unit is ready for use and occupation, the purchaser shall visit the said unit/apartment in person and shall verify, ensure and shall satisfy himself/ herself/ themselves about the correctness of the area of the said unit/apartment and about the quality of construction work and specifications/amenities provided in respect thereto on or before acceptance of the possession of the said unit/apartment. The Purchaser/Allottee/s further agree that even where 'substantial completion' of works has been done and after receiving Occupation Certificate for entire building/part completion-occuation certificate for part of the buildng/floor as the case may be from the competent authority, possession of the said apartment shall be given to the concerned purchaser. That substantial completion would mean works done that do not affect his use or occupation of concerned apartment and purchaser can cohabit in the said apartment.
- 4.2 And after such verification in all respects as per the check list provided by the promoter, the purchaser shall accept the possession of the same and shall execute such other documents such as possession receipt, agreement, declaration, NOC et cetera, as might be required by the Owner/Promoter. However, the Owner/Promoter shall not be liable to deliver possession of the said unit/apartment until the Purchaser/Allottee/s has/have made payments of the all amounts dues and payable to the Owner/Promoter under this agreement.

**5. DEFECT LIABILITY**

- 5.1 If within a period of five years from the date of receiptof occupation certificate, the Purchaser/ Allottee brings to the notice of the Promoter any structural defect in the Unit/Apartment or the building in which the Unit/Apartment are situated or any defects on account of workmanship, quality or provision of service, then, whenever possible such defects shall be rectified by the Promoter at his own cost and for that purpose allottee shall allow and permit the Owner/Promoter/its supervisor/workmen/ labour /agencies at all reasonable times to enter upon to said Unit/Apartment/building/s or

any part thereof to view, inspect, supervise, examine and further to rectify the defect by carrying out necessary work thereof and in case if it is not possible to rectify such defect, then the Purchaser/Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder. The word defect hereinabove stated shall mean only the manufacturing defects caused on account of willful neglect of the Owner/Promoter itself and shall not mean defects caused by normal wear and tear, negligent use of the premises by the Purchaser/s, abnormal fluctuations in the temperatures, abnormal heavy rains, etc. And Defect liability shall be valid subject to following conditions:-

5.2 If The Purchaser/Allottee has carried out any alterations/changes resulting in seepage leakage etc, then in that case, defect liability will automatically become void.

5.3 Any negligent act of the Purchaser/Allottee or his/her family/relative /friends/visitors of the Purchaser/Allottee or any other person resulting into damage or loss to the unit/ floor/wing/building, shall not make promoter liable for any compensation. That the expressly agrees that the regular wear and tear of the Apartment / Building / Phase / Wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

#### **6. FORMATION OF ORGANISATION:**

6.1 The Developer will form co-operative housing society of the building/wing no. 'A' & 'B' under the provisions of the Maharashtra Co-operative Societies Act, 1960 preferably in the name of AVIOR AAGAM CO OPERATIVE HOUSING SOCIETY LTD. within 3 months from the date of receipt of Occupation Certificate/completion certificate of the last building of the project. However if required the developer may form separate society for each building.

6.2 Each Allottee/s of the project shall be bound to become a member of such society and shall be bound by the rules and regulations thereof and for this purpose shall sign and execute all the applications for registration and/ or membership and other papers and documents necessary for the same. All rules and regulations including the bye-laws of the society shall be binding on the purchaser.

6.3 Even after formation of the society, sale and disposal of the unsold unit/s in the said project shall always be absolute authority of the Owner/Promoter and further the Owner/Promoter shall be fully entitled to deal and dispose of such unsold units/apartment, parking spaces in its sole discretion. And further the Owner/Promoter

shall be not be liable to pay maintenance charges for the unsold unit/s until the said unit/s are in use and occupied by the person/s.

6.5 All the purchasers who have purchased apartments after formation of society and apartment purchasers/occupants of building/s to be constructed in other phases shall be allowed to be admitted as members of society upon payment of share money & other charges as may be applicable at the relevant time.

6.6 And further all the terms & conditions of the agreement/s executed with the service providers (for supply of electricity, gas, water, telecommunications services & any other services, etc.) along with AMC Contracts, and warrantee manuals/user manuals shall be binding on the Allottee/s and also on the co-operative Society as the case may be and contravention thereof shall be treated as breach of terms & conditions of the contract hereof.

**7. CONVEYANCE:-**

7.1 Conveyance shall be made within 3 months from the date of receipt of occupation certificate of the last building of the project. However, ownership of unsold units/apartments shall always remain with the promoter and Promoter alone shall have exclusive and absolute authority to sell, convey and/or in any other manner transfer unsold units/apartments to any person/firm etc. and to accept the consideration at its sole discretion. It shall be binding on the society to admit the new purchasers as members of the society upon payment of the necessary fees. Notwithstanding anything contained herein to the contrary the promoter shall be entitled to convey the building or caused to be conveyed or demised the said property/project area or any part/portion thereof either building wise/wing wise/phase wise to the co-operative housing society as may be permissible under the prevelant law.

7.2 At the time of registration of conveyance, the Purchaser/the Allottee shall pay to the Promoter, his/her/their share of stamp duty and registration charges payable for the same.

7.3 Under no circumstances, the Allottee/s shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee/s either to the Owner/Promoter or to any other agencies or authorities, is actually paid by such Allottee/s.

**8. MAINTENANCE**

8.1 On or before delivery of possession of the said Unit/apartment by the Developer to the Purchaser, the Purchaser shall pay to the Developer, an amount towards common maintenance @ Rs. 7/- (Seven Rupees Only) per sq.ft. on total carpet

area (including carpet area of balconies/terraces etc.) towards maintenance of common amenities /facilities & common areas for the period of 12 months from the date of Occupation Certificate. And thereafter or may even before, the maintenance of the same shall be handed over to the ad hoc committee of the co-operative housing society which shall be formed by the Owner/Promoter from amongst the purchasers of the said units and thereafter the said ad-hoc Committee shall be at liberty to decide the amount of maintenance charges monthly/yearly etc. and shall be responsible for collection and maintenance thereof. If the committee is formed by the Owner/Promoter before the said maintenance period of 12 months, then in that case the Owner/Promoter shall hand over the balance maintenance charges/proper account details of expenditure of the maintenance charges to the said Committee and then the Owner/Promoter shall be relieved from the responsibility of maintenance thereof.

8.2 However, it is agreed and confirmed by the Purchaser/Allottee that the maintenance charges shall not include expenses to be made towards following items and the Purchaser/Allottee and/or the society shall make contribute amounts in addition to the maintenance charges :-

- i) Society and managing committee administration,
- ii) Insurance for building/ unit equipments/ machinery, towards theft, fire etc. and such any other related expenses,
- iii) Sinking funds etc.
- iv) Property taxes of individual building/ unit/apartment common amenities etc.

8.3 The Purchaser shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Developer and/or such society, as the case may be in case of maintenance charges are insufficient for maintaining the phase/entire project and/or if any additional amenity or facility is being provided in the project.

## **9. OTHER CHARGES**

9.1 The Purchaser/the Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amount:

- (i) Rs.600/- for share money, application entrance fee of the Society.
- (ii) Rs. 2000/- for formation and registration of the Society.
- (iii) Rs. 25,000/- for Deposit towards water, Electric, and other utility and services connection charges and or deposits of electrical receiving and Sub Station Provided in project.

9.2. The Purchaser/Allottee shall pay to the Promoter a sum of Rs. 35,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, and

for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

- 1.3 All aforesaid charges are already included in the total consideration mentioned in clause no. 2.2 herein before.

**10. TERMINATION:**

- 10.1 In case of Allottee/s committing breach of/violation of any of the terms conditions of this agreement and/or compliance/s to be made under this agreement and/or non-compliance/s by the Allottee/s and In the event of Allottee/s committing any default in payment of the price of the said Unit and/or any other money by whatever name called, payable by the Allottee/s under this instrument and/or commits breach of any of the terms and conditions of this instrument, the OWNER/PROMOTER shall be entitled to terminate this agreement, by issuing 15 (fifteen) days prior written notice to the Allottee/s, which itself shall be, and shall be treated as the cancellation, revocation and termination of this agreement.

- 10.2. On termination of this agreement, the Allottee/s shall be entitled only to refund of the amount (excluding taxes paid to Government authorities such as GST, stamp duty, registration fee, etc.) so far till then paid by the Allottee/s to the OWNER/PROMOTER under this instrument after deducting 20% of the consideration therefrom, towards administrative expenses.

- 10.3 Without prejudice to anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the OWNER/PROMOTER against the Allottee/s on facts and in law, on and/or as a result of such termination shall however, be adversely affected or prejudiced.

**11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- 11.1 That the Promoter is a proprietary concern.
- 11.2 The Promoter has clear and marketable title with respect to the project land/property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has possession of the project land for the implementation of the Project; and there are no encumbrances upon the project land.
- 11.3 The Developer/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project in phases and shall obtain requisite

approvals from time to time to complete the development of the project by consuming entire FSI potential of the said Plot/property/project area ;

- 11.4 There are no litigation/s pending before any Court of law with respect to the project /property or Project area except pending civil suit no. R.C.Suit No. 1551/2009 in the the Court of Civil Judge Senior Division, Pune
- 11.5 All approvals, licenses and permits issued by the competent authorities are valid and subsisting and have been obtained by following due process of law.
- 11.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- 11.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the property/project area, including the Project and the said Apartment which will, in any manner, affect the right of Allottee under this Agreement;
- 11.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.
- 11.9 At the time of execution of the conveyance deed of the structure to the association of allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the society of the Allottees along with relevant title deeds thereof;
- 11.10 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoing, whatsoever, payable with respect to said project to the competent Authorities.
- 11.11 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the plot/property.
- 11.12 The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital of the promotion of the Co-operative Society or towards the out goings, legal charges and shall utilize the amount only for the purposes for which they have been received.

- 11.13 That the aggregate floor Space Index (FSI) is as per plans sanctioned by the PMC for carrying out construction on the said property. That the Owner/Promoter shall comply with all compliances for procuring water, drainage and electricity connections and installations for the said Project.

**12 COVENANTS BY THE ALLOTTEE**

The Allottee/s for himself/herself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows:

- 12.1 AS TO STORAGE: Not to store in the said apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction/ structure of the building and shall not carry or cause to be carried heavy packages to the upper floors which may damage or is likely to cause damage to the staircase, common passages or any other structure of the said building
- 12.2 AS TO INTERNAL REPAIRS: To carry out at his/ her/ their own cost all internal repairs to the said Apartment. And shall keep the same in good tenable conditions.
- 12.3 AS TO ADDITIONS/ALTERATIONS: Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in internal part of the apartment nor any alterations in the elevation and outside colour scheme of the said building and shall keep the portion, sewers, drains, pipes in the said unit and appurtenances thereto in good tenantable repair and condition. No civil changes will be carried out without prior permission of the Promoter or concerned authority, as the case may be.
- 12.4 AS TO INSURANCE: Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land/property and the building or any part thereof.
- 12.6 AS TO GARBAGE: Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said apartment.
- 2.7 AS TO INCREASED TAXES: To bear and pay local taxes, water charges, insurance premium and such other levies, if any, which may be imposed by the Concerned authority and/ or Government.
- 12.8 AS TO TRANSFER :The Purchaser/s shall not give on license, let, sub-let, transfer, release, gift, assign or part with Purchasers interest or benefit factor of this Agreement

or part with the possession of the said Apartment until all the dues payable by the Purchaser/s to the Owner/Promoter under this agreement are fully paid up and until the Owner/Promoter has granted his written consent therefrom after following the relevant procedure thereof.

12.9 **AS TO RULES REGULATIONS:** The Purchaser/s shall observe and perform all the rules and regulations and bye-laws of the Society and the amendments thereof.

12.10 **AS TO ENTRY OF SURVEYORS:** The Purchaser/s shall permit the Owner/Promoter and his surveyors and agents with or without workmen and others, at all reasonable time to enter into and upon the said apartment and the said property and building/s or any part thereof to view and examine the state and conditions thereof and/or to carry out any work/repair which may be necessary and permissible.

12.11 **IRREVOCABLE CONSENT:** The Purchaser has given his/her/their express and irrevocable consent, permission and no objection to the Owner/Promoter.

[A] The agreement is restricted to Phase I of the Avior Aagam project and hence, developer will be fully authorised to carry out development and construction of the balance project area and for that purpose to use, utilize consume FAF/FSI/by way of additional TDR/paid FSI/premium FSI of any other nature or referred under any other name etc. and to carry out further/additional construction and/or to revise and modify plans and specifications /amenities of the Building/s and further to put up additional floor/s/additional unit/s by changing, modifying, altering the lay-out Plan, construction plan/building plan etc., to design, redesign the scheme/project to enable the developer to consume and/or use, utilize the available/permissible F.S.I./balance F.S.I. etc. for its maximum utilization subject to approval by the concerned authority.

[B] The purchaser has given his/her/their/its free consent to relocate and/or to revise the relocation of open space, recreation area, building lines, ramp, amenity space and all other areas of the plot area of building / said property/project area as the developer may desire or may deem fit & proper

[C] The Purchaser shall never take any objection for allotment of exclusive use of terraces, open space, parking areas, other built-up area to any purchaser/s on any terms conditions thereof and the purchaser shall never take any objection for such allotment on the ground of nuisance, annoyance or inconvenience and/or any other ground,reason whatsoever in the course of carrying of any profession, trade or business etc. by any such person/s, company/s, institute/s etc. as long as the same is otherwise permitted by law or by any regulation of the Concerned local authority.

[D] The purchaser has accorded his/her/their free consent to change user of any premises in of the BUILDING NO.'A' and further to make additions/alterations in the building by installing any ramp/s or internal lifts within or between the floor or floors and

installing any escalators between or on the floor/s making voids, enclosing voids providing special exclusive lift/s on any specific floor/s and allowing use of any podium or ramp or terrace or pocket terrace or the terrace of any specific floor/s or terrace on the top floor as the developer may deem fit & proper.

- [E] As the developer has made full disclosure of phase /building plan and project plan and correct facts about project area etc. and developer has clearly expressed its intention about the project plan, and further the purchaser is fully aware that this agreement is restricted to Phase I of the project & the said apartment only, all the changes, modifications, amendments, alterations, related to the lay out /project plan or building plan which will be carried out from time to time till obtaining final completion certificate of the entire project from the concerned local authority are hereby irrevocably approved, accepted and confirmed by the purchasers and the purchaser and/or co-operative housing society/any other body of purchaser/s shall not take any objection or raise any dispute or grievance of whatsoever nature.

**13. THE PURCHASER/S HEREBY STATE ON DECLARATION THAT**

**13.1 Disclosure of details of the Project:-**

Thus, the Promoter has made full disclosure as to project Plan, and Phase Plan/building plan with all the necessary information as to the details of the part sanction/proposed revise sanctions for entire project and nature of facilities, amenities to be provided therein and formation of the society and after being fully satisfied about the information, clarification provided by the Owner/Promoter, the purchaser has agreed to enter into this agreement to purchase the said Apartment. Details of the project are mentioned in the agreement as well as annexures annexed to this agreement and the entire agreement along with annexures have revealed entire picture of the project to the purchaser and purchaser declares that he is fully satisfied about the same and after acceptance of the same has entered into the agreement.

- 13.2 Use of the Apartment -The Purchaser/s shall use the said Apartment or permit the same to be used only for the purpose permitted by the concerned local authority. The Purchaser/s shall use the parking space (whether allotted parking or common parking space) only for the purpose for keeping or parking the Purchasers own vehicles only. And space used or reserved for garden, open space, terrace shall not be partly/fully permanently /temporary closed under any circumstances or for any reasons whatsoever.

- 13.4 Reimbursement of charges - In the event of any amount by way of premium, deposit, betterment charges, development tax, educational cess or any other tax or payment of a similar nature becoming payable by the Owner/Promoter or paid by the Owner/Promoter to the PMC or by way of transformer charges to MSEDCL, or any other payment due, payable or paid to the concerned authority by the Owner/Promoter, the same shall be reimbursed by the Purchaser/s to the Owner/Promoter in proportion to the area of the said unit.

13.5 Use of modern Amenities and Facilities- all the project amenities/common facilities of the building /project shall be used by purchaser prudently. The purchaser shall take utmost proper care & caution while using and enjoying the same, so as to avoid any loss, harm, injury, or hampers effectiveness, usefulness of the same and shall follow all the instructions given in user manual or any other relevant document/s and failure to adhere this shall result into damages in the concerned equipment/facility and shall make liable allottee and/or the society to pay the compensation thereof.

**14. Binding effect:**

Provisions of this agreement applicable to allottee/ subsequent allottees. It is clearly understood and so agreed by the 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), in case of a transfer, as the said obligations go along with the (Apartment) for all intents and purposes.

**15. Entire agreement**

15.1 This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

**15.2 Headings**

The headings provided herein are given for the limited purpose of reference, convenience only and the same for any part thereof shall not be relied upon for the purpose of interpretation or the meaning thereof and the agreement as whole shall be taken into consideration.

**16. Right to Amend:**

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

**17. 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.

**18. 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 proved 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.

**19. ADDRESS FOR NOTICE**

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

\_\_\_\_\_ Name of Allottee  
\_\_\_\_\_ (Allottees Address)  
Notified Email ID \_\_\_\_\_

**Name of the Owner-Owner/Promoter**

Avior Corp,

Shop No. DS-4 & DS-5 , Soba Savera CHS,

S. No. 681/1B+2+3/1, Opp. Bibve School,

Bibvewadi, Pune-411037

Notified Email ID \_\_\_\_\_

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent of the execution of this Agreement in the above address by Registered Post.

**Joint Allottees:**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

**20. APPLICABILITY OF ACT:**

This Agreement shall always be subject to the provisions of the The Real Estate (Regulation and Development) Act 2016 (RERA).

**21. STAMP DUTY PARTICULARS**

Prescribed valuation as per Annual Ready Reckoner, 201-----

- A. Rate per sq. mtrs.Rs. -----/-
- B. Total area of the Apartment unit -----sq. mtrs Carpet.
- C. Apartment situated on-----floor
- E. Parking area\_\_\_\_\_ sq. mtrs.
- F. Total Market value comes to Rs. -----/-
- G. Consideration of the Agreeent-Rs.-----/-
- H. Stamp Duty-Rs. -----/- paid on the higher amount amongst the consideration and market value
- I. Registration Fee-Rs. -----/-

-00000-

**SCHEDULE NO. 1  
DESCRIPTION OF PROPERTY**

All that piece and parcel non agricultural land admeasuring 4559.34 Sq. Mtrs out of Survey No. 635 Hissa No. 5 A totally admeasuring assessed at Rs.02-25 situate at Village Bibvewadi of the City of Pune, (Nisabat Munjeri) within registration District Pune, District Pune, Sub registration District Haveli, Taluka Pune City and within the local limits of the Municipal Corporation of the City of Pune, owned by Sunil Champalal Somani and bounded as follows: -

- East - partly by Survey No. 635/5A/1 and partly by road
- South - portion out of S. No. 635/5A
- West - Wide 12 meter road
- North - Partly by S. No. 635/1 and Partly by existing Road

**SCHEDULE NO. 2  
DESCRIPTION OF THE PROJECT**

"AVIOR AAGAM" Project is located on the said property being land admeasuring 4559.34 Sq. Mtrs out of Survey No. 635 Hissa No. 5 A totally admeasuring as per Village Form No.7/7A/12 12596.67 Sq. Mtrs. assessed at Rs.02-25 and as per Demarcation (Mojani Register No.8564/2006 by TILR/CTO) admeasuring 12620.35 sq. mtrs. situate at Village Bibvewadi of the City of Pune, (Nisabat Munjeri) within registration District Pune, District Pune, Sub registration District Haveli, Taluka Pune City and within the local limits of the Municipal Corporation of the City of Pune and

comprising of total ----- buildings as mentioned herein below:-

**2.1 Description of Building No. 'A' & 'B'**

All those pieces and parcels of two building/wings being buildings No. 'A' & 'B' on plot admeasuring ----- located on the said property and bounded as follows:-

**On or Towards East:**

**On or Towards South:**

**On or Towards West:**

**On or Towards North:**

**2.2 Description of Building No. 'C'**

All that piece & parcel of building no. 'C' on plot area admeasuring ----- sq. mtr. Located on said property bounded as follows:-

**On or Towards East:**

**On or Towards South:**

**On or Towards West:**

**On or Towards North:**

Building No. 'C' will be handed over/transferred to MHADA/its allottees and in lieu thereof Promoter shall be entitled to use, utilize, consume and/or dispose of FSI/TDR granted by the concerned authority

**Schedule 3:  
Description of Phase 1 of project**

All that piece and parcel of the BUILDING "-----" having G + ---- floors by using/consuming FSI ----- sq. mtrs being constructed on the the proportionate Plot area admeasuring ----- sq. mtrs in the project named as AVIOR AAGAM located on the said property being land admeasuring 4559.34 Sq. Mtrs out of Survey No. 635 Hissa No. 5 A totally admeasuring 12596.67 Sq. Mtrs. assessed at Rs.02-25 situate at Village Bibvewadi of the City of Pune, (Nisabat Munjeri) within registration District Pune, District Pune, Sub registration District Haveli, Taluka Pune City and within the local limits of the Municipal Corporation of the City of Pune, and bounded as follows:-

East -  
South -  
West -  
North -

**SCHEDULE No. 4**  
**Description of the Apartment**

The Aptment bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtrs. (\_\_\_\_\_ sq. fts.)  
Carpet area along with terrae/balcony totally admeasuring \_\_\_\_\_ sq. mtrs. i.e. \_\_\_\_\_  
sq. ft. located on \_\_\_\_\_ Floor along with proportionate share in the common areas,  
passage, stairway, ground/land, lift and other common facilities and the said  
unit/apartment is shown in the Floor Plan annexed hereto as Annexure 'D'.

**SCHEDULE NO. 5**  
**COMMON AREAS & FACILITIES:-**

Entrance loby and floor Lobbies and staircase and Lift / Elevator with Back up, Lift room  
Electric meters and water meter/s connected to common lights,  
Water tanks/connections, pump set etc.  
Common Light points of the building and those in the common parking space.-  
Drainage and water line work.  
Fire fighting system.  
Refugee Area  
Parking area.

And further common areas/common open spaces mentioned in master lay-out  
annexed to this agreement and as per master lay-out which will be  
modified/alterd/amended from time to time as mentioned in the agreement.

**(B) RESTRICTED AREAS AND FACILITIES:-**

1. The parking allotted to the unit purchaser in the building.
2. Top terrace of the building/s shall be restricted
3. All areas etc. which are not covered under aforesaid head Common Area And  
Facilities are restricted areas and facilities which include, the marginal open spaces,  
terraces, car-parking within the said property and in the building/s which is/are under  
construction on the said land is reserved

**SCHEDULE NO. 6****PAYMENT PLAN**

The total consideration amount of Rs as mentioned in clause No. 2 will be paid by the purchaser as shown in the payment plan

| Sr. No. | Particulars                                                                                                                                                                                                                                  |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | 10% of the total price on or before execution of this agreement.                                                                                                                                                                             |
|         | 20 % of the total price payable by the Purchaser to the Developer after completion of Plinth                                                                                                                                                 |
|         | 45 % of the total price payable by the Purchaser after completion of all slabs (divided equally for each slab of the building) and to be paid as per the demand raised from time to time after completion of alternate slab of the building. |
|         | 10% of the total price payable by the Purchaser to the Developer at the time of Brickwork of the unit/apartment                                                                                                                              |
|         | 6% of the total price payable by the Purchaser to the Developer at the time of flooring of the unit/apartment                                                                                                                                |
|         | 6% of the total price payable by the Purchaser to the Developer at the time of plaster of the building etc.                                                                                                                                  |
|         | 3 % of the total price payable by the Purchaser to the Developer at the time of delivery of possession of the unit / apartment after obtaining Occupation certificate from the Municipal Corporation of Pune.                                |
|         | Total 100%                                                                                                                                                                                                                                   |

-00000-

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

|                                                                                                                                   |                                      |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| I) <b>SIGNED, SEALED AND DELIVERED</b> by within named the Owner/Promoter<br>Sunil Champalal Somani Sole Proprietor of Avior Corp |                                      |
|                                                                                                                                   |                                      |
| II) <b>SIGNED, SEALED AND DELIVERED</b> , by within named the Purchaser/s                                                         |                                      |
| 1) _____                                                                                                                          |                                      |
|                                                                                                                                   |                                      |
| 2) _____                                                                                                                          |                                      |
|                                                                                                                                   |                                      |
| 3) _____                                                                                                                          |                                      |
|                                                                                                                                   |                                      |
| IN THE PRESENCE OF                                                                                                                |                                      |
| 1) Sign.:-                                                                                                                        | 2) Sign.:-                           |
| Name-----<br>Address:-----<br>-----                                                                                               | Name:-----<br>Address:-----<br>----- |

Annexure A  
Title Certificate

Annexure B  
7/12 extracts,

Annexure C  
Commencement

Annexure D  
Floor Plan

Annexure E  
specifications of the Apartment

Annexure F  
Amenities:

Annexure G  
statutory compliances

CONSENT LETTER BY THE PURCHASER

I, the Purchaser herein, do hereby accord my consent for the Developer to effect any changes, revisions, renewals, alterations, modifications, additions et cetera in the layout of and/or building and/or structures. However, the construction of the said Unit agreed to be purchased by me shall not be adversely affected.

1. \_\_\_\_\_

2. \_\_\_\_\_

(Purchaser)

Date:

To,

Mr. /Mrs. -----

Address:

Ref.: Booking Letter/Booking Application dated -----

Sub.: Allotment of residential unit No. ----- on ----- Floor in building No. "-----" in the "AVIOR AAGAM" located on land admeasuring 4559.34 Sq. Mtrs out of Survey No. 635 Hissa No. 5 A situate at Village Bibvewadi Pune. bearing RERA reg. no. ----.

Dear Sir/Madam,

- [1] **Allotment of residential:-** After your personal visit to project site and prima facie scrutiny of documents & project details, you have expressed your desire to purchase residential unit vide Booking Application and in pursuance of the same, we have allotted residential unit.

Brief area details of the residential unit /Apartment are as under:-

|                                        |  |
|----------------------------------------|--|
| Residential Unit No.                   |  |
| Carpet Area                            |  |
| Total area of attached terrace/balcony |  |
| Floor                                  |  |
| Building No.                           |  |
| Exclusive Facility (Parking)           |  |

- [2] **Total Consideration:-**As mutually agreed total consideration of the said unit/Apartment is Rs. -----/- (Rupees ----- only) to be payable towards :-

| Description                                                                       | Payment in Rupees |
|-----------------------------------------------------------------------------------|-------------------|
| Consideration for apartment including price for share in common areas & amenities |                   |
| Stamp duty                                                                        |                   |

|                                            |  |
|--------------------------------------------|--|
| Registration fee                           |  |
| GST                                        |  |
| Maintenance charges                        |  |
| Legal charges                              |  |
| Charges for allotment of exclusive Parking |  |
| Total                                      |  |

- [3] **Advance Payment:-** we hereby confirm receipt of Rs. ----- (Rupees ----- -- Only) paid by you vide cheque No. ----- dated ----- drawn on ----- Bank, ----- Branch, towards advance payment for confirmation of the booking, a separate receipt thereof is already issued in your name. Please note that you are required to make payment of 10% of the consideration amount for the purpose of execution of Agreement.
- [4] **Agreement & other procedure:-** To proceed with sale transaction of the said apartment/unit, you are requested to complete formalities as to approval of draft of flat agreement, payment of stamp duty, payment of registration fees, taxes and legal & other incidental charges etc. All sanctions, approvals of the Project and other relevant papers, material are available in our site office as well as in our Head office. We request You to personally scrutinize and verify the same by yourself and/or through your legal consultant/technical consultant before execution of the Agreement. For any query and/or further information, you can contact our sales department who will provide all assistance & guidance. At the time of execution of Agreement, set of all documents containing legal file shall be handed over to you for your information & record.
- [5] **Termination & Refund:-** Please note that you are required to execute sale Agreement for the said residential unit within 30 days from the date hereof, and thereafter, to complete further formalities of registration of the agreement with the concerned registration office, failing which we shall have authority to cancel this allotment letter after giving you 15 days prior notice for cancellation. And if you wish to cancel the booking, you may do so by giving letter of your intention for cancellation. And in case of cancellation we shall refund you amount paid by you till date of cancellation after deducting an amount of Rs. 50,000/- (Rupees Fifty Thousand Only) towards administrative charges. Refund will be paid by crossed cheque/Account payee cheque in the name of the allottee, who has made advance payment to us. At the time of refund you are required to return original payment receipt/s with endorsement as cancelled

along with original allotment letter with endorsement as cancelled and other material provided by us in respect of the sale transaction of the said residential unit. After termination you shall cease to have any right, title or interest of any nature in the said residential unit.

[6] We welcome you to Avior Group with the hope to have long term relations with you.

Thanks & Regards,  
Avior Group

