



AGREEMENT TO SALE

THIS AGREEMENT TO SALE is made and executed at Pune, on this th day of May in the year 2018.

BETWEEN

M/s. ARYAVEDANT PROMOTRS AND BUILDERS

Registered Partnrship Firm

Office At :- Survey No. 36, Nakhate vasti, Rahatani, Pune – 411017.

PAN No. -----

Through its Partners

MR. GANESH SHIVRAM NAKHATE,

Age- Years, Occupation- Agriculturist &Business,

AND/OR

MR. ARUN SHIVRAM NAKHATE,

Age- Years, Occupation- Agriculturist &Business,

THE PROMOTER/DEVELOPERS/OWNERS

(Which expression unless repugnant to the context or meaning thereof shall mean and include the said firm, its partners for the time being constituting the firm their respective executors, administrators, successors, assigns, etc.).

...THE PARTY OF THE FIRST PART

AND

1. MR.

Age : years, Occupation : Business,

PAN No :

2. MRS.

Age: years, Occupation : Housewife,

PAN No :

Both R/at :

Hereinafter referred to as the '**PURCHASERS/ ALLOTTEES**'

(Which expression unless repugnant to the context or meaning thereof shall mean and include themselves, their heirs, executors, administrators and assigns).

...THE PARTY OF THE SECOND PART

DESCRIPTION OF PROPERTY:

WHEREAS All the piece and parcel of the property bearing Survey No. 109, Hissa No. 2, area admeasuring 05 H 57 R + 00 H 11 R Potkharaba i.e. total area admeasuring 05 H 68 R, assessed at Rs. 23.63 Paisa, out of it area admeasuring 00 H 70 R, situated at village Ravet, Tal. Haveli, Dist, Pune, within the jurisdiction of Pimpri Chinchwad Municipal Corporation & within the limits of Sub-Registrar Haveli & which is bounded as under.

On or towards East	-	By property of Ramesh Bhondve & other from Survey No. 111.
On or towards West	-	By property of Vasant Kate.
On or towards South	-	By Remaining property from Surevy No. 109/2.
On or towards North	-	By 18 Mtrs. wide road & property of Vinayak Bhongale.

Mutation entry no. 432 shows that, as per Phalni namuna no. 12 survey no. 109 of village Ravet was sub divided in the year 1934. As per the said Phalni namuna no. 12 Survey No. 109 was divided as under -

Survey No. 109/1 area admeasuring 05 Acre 23 Gunthe + 00 Acre 05 Gunthe potkharaba went to the share of Shridhar Vishnu Kulkarni. Accordingly name of Shridhar Vishnu Kulkarni was recorded in the record of 7/12 extract of survey no. 109/1.

Survey No. 109/2 area admeasuring 13 Acre 31 Gunthe + 00 Acre 11 Gunthe potkharaba went to the share of Purushottam Chintaman Kulkarni for 4 Anna, Vasudev Chintaman Kulkarni for 4 Anna, Narayan Chintaman Kulkarni for 4 Anna & Mahadev Mohanrao Kulkarni for 4 Anna. Accordingly names of Purushottam Chintaman Kulkarni for 4 Anna, Vasudev Chintaman Kulkarni for 4 Anna, Narayan Chintaman Kulkarni for 4 Anna & Mahadev Mohanrao Kulkarni for 4 Anna were recorded in the record of 7/12 extract of survey no. 109/2.

As this search report is pertaining to Survey No. 109 Hissa No. 2, so detail history of Survey No. 109 Hissa No. 1 is not taken into consideration.

Mutation Entry No. 606 shows that, Kesu Vithu Bhondave has purchased part share from the property bearing Survey No. 109, Hissa No. 2, from Vasudev Chintaman Kulkarni by registered Sale Deed on 17/02/1942. Accordingly name of Kesu Vithu Bhondave was recorded in the record of 7/12 extract of the said property.

Mutation Entry No. 617 shows that, Purushottam Chintaman Kulkarni expired on 17/05/1942 leaving behind him following legal heirs.

- | | | |
|-------------------------------|---|-----|
| 1. Waman Purushottam Kulkarni | - | Son |
| 2. Moru Purushottam Kulkarni | - | Son |

Accordingly after the demise of Purushottam Chintaman Kulkarni his name was deleted & names of his above mentioned legal heirs were recorded in the record of 7/12 extract of said property as owners thereof.

Mutation Entry No. 648 shows that, Mahadu Genu Bhondave has purchased part share from the property bearing Survey No. 109, Hissa No. 2, from Waman Purushottam Pundale alias Kulkarni by registered Sale Deed on 01/06/1944. Accordingly name of Mahadu Genu Bhondave was recorded in the record of 7/12 extract of the said property.

Mutation Entry No. 664 shows that, Kesu Vithu Bhondave has purchased the property bearing Survey No. 109, Hissa No. 2, from Mahadu Genu Bhondave by registered Sale Deed on 20/12/1946. Accordingly name of Kesu Vithu Bhondave was recorded in the record of 7/12 extract of the said property.

Mutation entry No. 705 shows that, Waman Purushottam Pundale alias Kulkarni repaid the loan amount taken from Mahadu Genu Bhondave & accordingly purchased the said property from Mahadu Genu Bhondave by executing Re-Conveyance deed on 26/07/1947.

Mutation Entry No. 706 shows that, Kesu Vithu Bhondave has purchased part share from the property bearing Survey No. 109, Hissa No. 2, from Waman Purushottam Pundale alias Kulkarni by registered Sale Deed on 26/07/1947. Accordingly name of Kesu Vithu Bhondave was recorded in the record of 7/12 extract of the said property.

Mutation Entry No. 724 shows that, Kesu Vithu Bhondave has purchased part share from the property bearing Survey No. 109, Hissa No. 2, from Waman Purushottam Pundale alias Kulkarni by registered Sale Deed on 13/03/1948. Accordingly name of Kesu Vithu Bhondave was recorded in the record of 7/12 extract of the said property.

Mutation Entry No. 752 shows that, Kesu Vithu Bhondave has purchased the property bearing Survey No. 109, Hissa No. 2, share of Vasudev Chintaman Kulkarni by registered Sale Deed on 16/02/1949. Accordingly name of Kesu Vithu Bhondave was recorded in the record of 7/12 extract of the said property.

Mutation Entry No. 831 shows that, Kesu Vithu Bhondave was tenant of owners Narayan Chintaman Kulkarni & Mahadev Mohiniraj Kulkarni.

Mutation Entry No. 1080 shows that, Kesu Vithu Bhondave expired on 19/06/1959 leaving behind him following legal heirs.

1. Dnyandev Kesu Bhondave	-	Son
2. Babubai Rambhau Medankar	-	Daughter
3. Kalabai Santu Chavan	-	Daughter
4. Fulabai Baban Bhoir	-	Daughter

Accordingly after the demise of Kesu Vithu Bhondave his name was deleted & name of his above mentioned legal heirs were recorded in the record of 7/12 extract of said property as owners thereof.

Mutation Entry No. 1112 shows that, Dyandev Kesu Bhondave has purchased the property bearing Survey No. 109, Hissa No. 2, from Narayan Chintaman Kulkarni by registered Sale Deed on 30/03/1962. Accordingly Dnyandev Kesu Bhondave was recorded in the record of 7/12 extract of the said property.

Mutation Entry No. 1132 shows that, Tahsildar, Haveli, Pune vide No. ALT/51A/62 dated 21/10/1962, pass order that the tenant of Mahadev Mohiniraj Kulkarni i.e. Dyandev Kesu Bhondave has to pay the determined amount. Accordingly name of. Dyandev Kesu Bhondave was recorded in the ownership column of the said property & name of Mahadev Mohiniraj Kulkarni alongwith charge of determined amount was recorded in the other rights column of the said property.

Mutation Entry No. 1133 shows that, Tahsildar, Haveli, Pune vide No. ALT/51/62 dated 21/10/1962, pass order that the tenant of Narayan Chintaman Kulkarni i.e. Dyandev Kesu Bhondave has to pay the determined amount. Accordingly name of. Dyandev Kesu Bhondave was recorded in the ownership column of the said property & name of Narayan Chintaman Kulkarni alongwith charge of determined amount was recorded in the other rights column of the said property.

Mutation Entry No. 1219 shows that, Kalabai Santu Chavan & Fulabai Baban Bhoir had preferred an application & gave statement before revenue authority stating therein that they had released /relinquished all their rights, title & interest from the said & other property, hence their name be deleted from the record of 7/12 extract of said & other properties. Accordingly as per the application & statement of Kalabai Santu Chavan & Fulabai

Baban Bhoir, their names were deleted from the record of 7/12 extract of said property.

Mutation Entry No. 1358 shows that, as per the order of Tahsildar, Haveli, Pune the tenant of Narayan Chintaman Kulkarni i.e. Dyandev Kesu Bhondave had paid the determined amount of Rs. 800/- & as per the provisions of BT & AL Act, 32 - M certificate was issued on the name of i.e. Dyandev Kesu Bhondave. Thus name of Dnyandev Kesu Bhondave was recorded in the ownership column of the said property & charge of Rs. 800/- alongwith name of Narayan Chintaman Kulkarni was deleted from the other rights column of 7/12 extract of the said property & remark of restriction u/s 43 of BT & AL Act was recorded in the record of other rights column of said property.

That mutation entry No. 1375 relates to Maharashtra State Weights and Measurement Act, 1958 and Indian Coinage Act, 1958 and the area was converted from Acre to Hectare.

That Mutation Entry No. 1500 is relating to loan obtained by Dnyandev Kesu Bhondve from Kiwale Vikas Karyakari Sahakari Society on 25/06/1973. Accordingly name of Kiwale Vikas Karyakari Sahakari Society was recorded in the other rights column of 7/12 extract of Survey No. 109/2.

Mutation Entry No. 1622 shows that, Dnyandev Kesu Bhondave expired on 18/02/1975 leaving behind him following legal heirs.

- | | | |
|---------------------------------|---|------------|
| 1. Kashinath Dnyandev Bhondave | - | Son |
| 2. Vishnu Dnyandev Bhondave | - | Son |
| 3. Kaluram Dnyandev Bhondave | - | Son |
| 4. Subhadrabai Sambhaji Palekar | - | Daughter |
| 5. Chandrabhaga Kisan Chavan | - | Daughter |
| 6. Parvatibai Dnyandev Bhondave | - | Widow wife |

Accordingly after the demise of Dnyandev Kesu Bhondave his name was deleted & names of his sons were recorded in the record of 7/12 extract of said property as owners thereof and the same mutation shows that as his daughters and Widow wife were relinquished/released there all rights, title and interest from the said Property accordingly as per their statements names of Subhadrabai Sambhaji Palekar, Chandrabhaga Kisan Chavan & Parvatibai Dnyandev Bhondave were not recorded in the record of 7/12 extract of the said Property.

Mutation Entry No. 1631 shows that, Tahsildar, Haveli, Pune vide No. ALT/51A/62 dated 07/06/1971, pass order that the tenant Dyandev Kesu Bhondave has to pay the actual amount of Rs. 1600/-. Accordingly the tenant of Mahadev Mohiniraj Kulkarni i.e. Dyandev Kesu Bhondave had paid the actual amount of Rs. 1600/- & as per the 32 - M certificate name of i.e.

Dyandev Kesu Bhondave was recorded in the ownership column of the said property & charge of Rs. 1600/- of Mahadev Mohiniraj Kulkarni was deleted from the other rights column of 7/12 extract of the said property. So said property was converted into old tenure & remark of new tenure was deleted from the other rights column of 7/12 extract of said property & remark of restriction u/s 43 of BT & AL Act was recorded in the record of other rights column of said property.

As the said land came to the ownership of said family under the provisions of Section 32 - G of Bombay Tenancy & Agricultural Land Act, so permission u/s 43 of said Act was required to be obtained from the Competent Authority before transferring the said land & remark relating to same was recorded in the other rights column of 7/12 extract of the said property.

That Mutation Entry No. 1646 is relating to loan obtained by Dnyandev Kesu Bhondve from Kiwale Vikas Karyakari Sahakari Society on 15/06/1977. Accordingly name of said Kiwale Vikas Karyakari Sahakari Society was recorded in the other rights column of 7/12 extract of Survey No. 109/2.

Mutation Entry No. 2806 shows that, Kashinath Dnyandev Bhondave, Vishnu Dnyandev Bhondave and Kaluram Dnyandev Bhondave had parted the said property between themselves by registered Partition Deed on 01/07/1985. As per the said Partition Deed the owners got following share in Survey No. 109, Hissa No. 2 which is as under:

Survey No. 109, Hissa No. 2, area admeasuring 01 H 90 R went to the share of Kashinath Dnyandev Bhondave. Accordingly area was recorded in front of the name of Kashinath Dnyandev Bhondave in the record of 7/12 extract.

Survey No. 109, Hissa No. 2, area admeasuring 01 H 88 R , went to the share of Vishnu Dnyandev Bhondave. Accordingly area was recorded in front of the name of Vishnu Dnyandev Bhondave in the record of 7/12 extract.

Survey No. 109, Hissa No. 2, area admeasuring 01 H 90 R went to the share of Kaluram Dnyandev Bhondave. Accordingly area was recorded in front of the name of Kaluram Dnyandev Bhondave in the record of 7/12 extract.

That Kashinath Dnyandev Bhondave, Vishnu Dnyandev Bhondave and Kaluram Dnyandev Bhondave had sold small plots from the said Properties to various Purchasers by executing various sale deeds. Accordingly names of various purchasers are recorded in the 7/12 extract of the said Property by various Mutation entries.

Mutation Entry No. 6336 shows that, Vishnu Dnyandev Bhondave expired on 15/01/2008 leaving behind him following legal heirs.

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|--------------------------------|---|------------|
| 1. Nirmala Vishnu Bhondave | - | Widow wife |
| 2. Santosh Vishnu Bhondave | - | Son |
| 3. Manjushree Shivaji Mandekar | - | Daughter |

Accordingly after the demise of Vishnu Dnyandev Bhondave his name was deleted & names of his above mentioned legal heirs were recorded in the record of 7/12 extract of said property as owners thereof.

That Mutation Entry No. 6748 is relating to loan obtained by Kashinath Dnyandev Bhondve from Kiwale - Ravet Vikas Karyakari Sahakari Society. Accordingly name of Kiwale Vikas Karyakari Sahakari Society was recorded in the other rights column of 7/12 extract of Survey No. 109/2.

That Mutation Entry No. 7107 is relating to loan obtained by Kashinath Dnyandev Bhondve from Kiwale - Ravet Vikas Karyakari Sahakari Society. Accordingly name of Kiwale Vikas Karyakari Sahakari Society was recorded in the other rights column of 7/12 extract of Survey No. 109/2.

The record also shows that Subhadrabai Sambhaji Palekar, Chandrabhaga Kisan Chavan had filed civil suit bearing RCS No. 23/2002 against Kashinath Dnyandev Bhondave, Vishnu Dnyandev Bhondave and Kaluram Dnyandev Bhondave in the court of Hon'ble Civil Judge Junior Division, Pimpri at Pimpri for Partition, Possession & Injunction. The said suit was amicably settled outside Court hence Subhadrabai Sambhaji Palekar & Chandrabhaga Kisan Chavan had filed application for withdrawal of suit in the Hon'ble Court. Accordingly the Hon'ble Court had granted permission to withdraw the suit and accordingly had passed order on 05/03/2014.

It is seen that, Surekha Kashinath Bhondve alias Surekha Dattatray Parkhi, Shobha Kashinath Bhondve alias Shobha Nivrutti Parkhi, Ujwala Kashinath Bhondve alias Ujwala Sambhaji Gaikwad, Dhanashree Kashinath Bhondve alias Dhanshree Nitin Marathe had released/relinquished their rights in respect of said property in favour of Kashinath Dnyandev Bhonde & Sunil Kashinath Bhondve by registered release deed. The said release deed was registered in the office of Sub Registrar Haveli No. 14 noted at serial No. 2144/2014 on 28/03/2014.

Mutation Entry No. 8727 shows that, Manjushree Shivaji Mandekar had released/relinquished her rights in respect of said property in favour of Santosh Vishnu Bhondve & Nirmala Vishnu Bhondve by registered release deed on 18/11/2013. Thereafter Manjushree Shivaji Mandekar had executed correction deed in

favour of Santosh Vishnu Bhondve & Nirmala Vishnu Bhondve. The said release deed & correction deed were registered in the office of Sub Registrar Haveli No. 14 noted at serial No. 8669/2013 & 8757/2013. As per the said release deed name of Manjushree Shivaji Mandekar was deleted from the record of 7/12 extract of said Survey No. 109/2.

Mutation Entry No. 8950 shows that, M/s. Aryavedant Promoters And Builders, Through its Partners Mr. Ganesh Shivram Nakhate & Mr. Arun Shivram Nakhate, has purchased Survey No. 109/2 area admeasuring 00 H 70 R, from Kashinath Dnyandev Bhondave, Ranubai Kashinath Bhondave, Sunil Kashinath Bhondave, (For himself and Natural Guardian Father of Komal, Sanket and Pratibha Sunil Bhondave) Alka Sunil Bhondave, Nirmala Vishnu Bhondave, Santosh Vishnu Bhondave (For himself and Natural Guardian Father of Tanishka Santosh Bhondave), Jayashree Santosh Bhondave, Kaluram Dnyandev Bhondave, Bebitai Kaluram Bhondave, Anil Kaluram Bhondave (For himself and Natural Guardian Father of Rudra Anil Bhondave), Reshma Anil Bhondave, Shekhar Kaluram Bhondave, Yogita Eknath Potfode, Subhadra Sambhaji Palekar, Chandrabhaga Kisan Chavhan from the consent of Shabbir Ibrahim Patel by registered Sale Deed. The said Sale Deed was registered in the office of Sub – Registrar Haveli No. 14 noted at serial No. 4005/2014 on 15/03/2014. As per the Sale Deed name of M/S. Aryavedant Promoters And Builders, Through its Partners Mr. Ganesh Shivram Nakhate & Mr. Arun Shivram Nakhate, was recorded in the record of 7/12 extract of Survey No. 109/2. Thus M/S. Aryavedant Promoters And Builders, Through its Partners Mr. Ganesh Shivram Nakhate & Mr. Arun Shivram Nakhate became owner of Survey No. 109/2 to the extent of area admeasuring 00 H 70 R.

That the owners have also executed Power of Attorney coupled with Sale Deed in respect of Survey No. 109/2 area admeasuring 00 H 70 R, in favour of M/s. Aryavedant Promoters And Builders, Through its Partners Mr. Ganesh Shivram Nakhate & Mr. Arun Shivram Nakhate. The said Power of Attorney was registered in the office of Sub – Registrar Haveli No. 14 noted at serial No. 4006/2014 on 15/03/2014

It is seen that, Chandrabhaga Kisan Chavan & Shubhadra Sambhaji Palekar had released/relinquished their rights in respect of said & other properties in favour of Kashinath Dnyandev Bhondve, Late Vishnu Dnyandev Bhondve through his legal heirs Nirmala Vishnu Bhondve, Santosh Vishnu Bhondve & Manjushree Vishnu Bhondve (Manjushree Shivaji Mandekar) & Kaluram Dnyandev Bhondve by registered release deed. The said release deed was registered in the office of Sub Registrar Haveli No. 14 noted at serial No. 4006/2014 on 16/06/2014.

It is seen that, Kashinath Dnyandev Bhondve had released/relinquished his rights in respect of said property in favour of Sunil Kashinath Bhondve by registered release deed. The said release deed was registered in the office of Sub Registrar Haveli No. 14 noted at serial No. 4007/2014 on 16/06/2014.

It is seen that, Sunil Kashinath Bhondve had released/relinquished his rights in respect of said property in favour of Kashinath Dnyandev Bhondve & Ranubai Kashinath Bhondve by registered release deed. The said release deed was registered in the office of Sub Registrar Haveli No. 14 noted at serial No. 5889/2014 on 01/09/2014.

It is seen that Surekha Dattatray Parkhi had filed special Civil Suit No. 1186/2014 in the Court of Hon'ble Civil Judge Senior Division Pune against Kashinath Dnyandev Bhondve & others in respect of Survey No. 109/2.

It is seen that, Surekha Dattatray Parkhi alias Surekha Kashinath Bhondve had executed Notice of Lis – Pendence. The said Notice of Lis – Pendence was registered in the office of Sub Registrar Haveli No. 1 noted at serial No. 9088/2014 on 01/12/2014.

It is seen that M/s. Uday Construction through its Proprietor Balasaheb Vyanktrao Gaikwad had filed special Civil Suit No. 1371/2014 in the Court of Hon'ble Civil Judge Senior Division Pune against Kashinath Dnyandev Bhondve, Sunil Kashinath Bhondve & Ranubai Kashinath Bhondve for specific performance under section 10 of Specific Relief Act in respect of Survey No. 109/2 out of it area admeasuring 00 H 90 R. The suit said was amicably settled between the parties outside the court. Accordingly M/s. Uday Construction through its Proprietor Balasaheb Vyanktrao Gaikwad had filed application in the Hon'ble court for withdrawal of said suit. As per the said compromise suit was permitted to withdraw by the Hon'ble Court on 20/09/2015 below order at exh.12.

That **M/s. ARYAVEDANT PROMOTRS AND BUILDERS** through its Partner Mr. Ganesh Shivam Nakhate have preferred building plan on said property and got building plan sanctioned from the office of Pimpri Chinchwad Municipal Corporation vide No.B.P./Ravet/23/2018 on 16/02/2018 and have obtained Commencement Certificate for construction of buildings in respect of the said property.

That **M/s. ARYAVEDANT PROMOTRS AND BUILDERS** through its Partner Mr. Ganesh Shivam Nakhate have obtained N.A. order in respect said property from Upper Tahsildar Pimpri Chinchwad Tal. Haveli, Dist. Pune vide No. JAMIN/NA/SR/67/2018 on 09/03/2018.

It is seen that Surekha Dattatray Parkhi alias Surekha Kashinath Bhondve had granted consent to sale deed which was registered in the office of Sub – Registrar Haveli No. 14 noted at serial No. 4005/2014 on 15/03/2014. Accordingly Surekha Dattatray Parkhi alias Surekha Kashinath Bhondve executed Confirmation Deed in respect same. The said Confirmation Deed was registered in the office of Sub – Registrar Haveli No. 18 noted at serial No. 4872/2018 on 18/04/2018.

B. The Promoter is fully competent to enter into this Agreement and have all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed;

C. The Promoter agrees and undertakes that he shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

D. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no. P52100008686, on 19/08/2017 under registration.

E. The Allottees have been allotted **Flat/ Apartment No. -----** ---, admeasuring carpet area about ----- **Sq. mtrs.** Along with enclosed Balcony admeasuring carpet area ----- **Sq. mtrs.,** And Terrace adjoining admeasuring carpet area ----- **Sq. mtrs.** (Subject to fluctuation of not more than 3%) ---- **BHK Flat/Apartment** situated on ----- **Floor,** in **Wing No. -----**, along with **One Covered Car Parking** space in the project called as “**PALM SPRINGS**” as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule and the floor plan of the Apartment is annexed hereto and marked as Schedule B);

F. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

G. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

H. 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, and are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

I. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottees

hereby agrees to purchase the [Apartment/Flat] as specified in para E;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottees and the Allottees hereby agrees to purchase, the [Apartment/Flat] as specified in para E,

1.2 The Total Price for the [Apartment/Flat] based on the carpet area is **Rs. -----/- (Rupees ----- Only).**

Block/Building/Tower No. ---
Apartment No. -----
Type -- BHK
Floor -- -----

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottees to the Promoter towards the [Apartment/Flat];

(ii) The Total Price above excludes Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Flat]:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottees to the Promoter shall be increased/reduced based on such change/modification;

(iii) The Promoter shall periodically intimate to the Allottees, the amount payable as stated in (i) above and the Allottees shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottees the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of [Apartment/Flat] includes: 1) pro rata share in the Common Areas; and 2) **One Covered Car Parking** as provided in the Agreement.

1.3 The Total Price is escalation-free, save and except increases which the Allottees hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottees for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottees by discounting such early payments @10 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottees by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Apartment, plot or building, as the case may be, without the previous written consent of the Allottees. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottees, or such minor changes or alterations as per the provisions of the Act.

1.7 [Applicable in case of an Apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottees 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. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottees 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 Allottees. If there is any increase in the carpet area allotted to Allottees, the Promoter shall demand that from the Allottees as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottees shall have the right to the [Apartment/Flat] as mentioned below:

(i) The Allottees shall have exclusive ownership of the [Apartment/Flat];

(ii) The Allottees shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottees in the Common Areas is undivided and cannot be divided or separated, the Allottees shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottees to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Allottees as provided in the Act.

(iii) That the computation of the price of the [Apartment/Flat] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the Promoter and the Allottees agrees that the [Apartment/Flat] along with **One Covered Car Parking** shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottees. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 It is understood by the Allottees that all other areas and i.e. areas and facilities falling outside the Project, namely '**PALM SPRINGS**' declaration to be filed with Real Estate Regulatory Authority shall not form a part of the to be filed in accordance with The Maharashtra Real Estate (Regulation & Development) Act, 2016.

1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If

the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.12 The Allottees have paid a sum of **Rs. -----/- (Rupees ----- Only)** as booking amount being part payment towards the Total Price of the [Apartment/Flat] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottees hereby agrees to pay the remaining price of the [Apartment/Flat] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottees delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottees shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of **‘M/s. ARYAVEDANT PROMOTRS AND BUILDERS ’** payable at Pune.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottees, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees understands and agrees that in the event of any failure on his/her part to comply with the applicable

guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in this regard. The Allottees shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottees and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottees only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottees authorizes the Promoter to adjust/appropriate all payments made by them under any head(s) of dues against lawful outstanding, if any, in their names as the Promoter may in its sole discretion deem fit and the Allottees undertakes not to object/demand/direct the Promoter to adjust their payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottees. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Flat] to the Allottees 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 Allottees shall make timely payments of the installment and other dues payable by their and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottees have seen the specifications of the [Flat/ Apartment] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject

to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by The Maharashtra Real Estate (Regulation & Development) Act, 2016 and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/FLAT

7.1 Schedule for possession of the said [Apartment/Flat]: The Promoter agrees and understands that timely delivery of possession of the [Apartment/Flat] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Flat] at the end of **MAY 2021**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottees agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Flat], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottees agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottees the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottees, Allottees agrees that they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Flat], to the Allottees in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Flat] to the Allottees. The Promoter agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottees agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottees in writing within 30 days of receiving the occupancy certificate* of the Project.

7.3 Failure of Allottees to take Possession of [Apartment/Flat]: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottees shall take possession of the [Apartment/Flat] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Flat] to the Allottees. In case the Allottees fails to take possession within the time provided in clause 7.2, such Allottees shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottees - After obtaining the occupancy certificate and handing over physical possession of the [Apartment/Flat] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottees – The Allottees shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottees proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottees shall be returned by the promoter to the Allottees within 45 days of such cancellation.

7.6 Compensation –

The Promoter shall compensate the Allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Flat] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottees wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Flat], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottees does not

intend to withdraw from the Project, the Promoter shall pay the Allottees interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Flat].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Flat];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Flat] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Flat] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Flat] which will, in any manner, affect the rights of Allottees under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Flat] to the Allottees in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical

possession of the [Apartment/Flat] to the Allottees and the common areas to the Association of the Allottees;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all 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;

(xii) 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 by or served upon the Promoter in respect of the said Land and/or the Project.

8.2 The Flat/Apartment Allottee/s himself/ herself/ themselves with intention to bring all persons into whosoever hands the said Flat/ Apartment may come, doth hereby covenant with the Promoter as follows for the said Flat/ Apartment and also for the building in which the said Flat/Apartment is situated –

(a) To maintain the said Flat/Apartment at Allottee's own cost in good tenantable repair and condition from the date of completion certificate and shall not do or cause to be done anything in or to the said Flat/Apartment or the building in which the said Flat/Apartment is situated, staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the said Flat/Apartment and/or the building in which the said Flat/Apartment is situated and the said Flat/Apartment itself or any part thereof.

(b) Not to store in/outside the said Flat/ Apartment/ building/ surrounding area any goods which are of hazardous, combustible or dangerous nature or are too heavy as to cause damage to the construction or structure of the building or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors, which may damage or are likely to damage the staircases, common passages or any other structure of the building including entrances of the building and in case any damage is caused to the building in which the said Flat/ Apartment is situated or to the said Flat/Apartment or any fatality on account of negligence or default of the Flat/ Apartment Allottee/s in this behalf the Flat/ Apartment, Allottee/s shall be liable for all the consequences of the breach.

(c) To carry out at their own cost all internal repairs to the said Flat/ Apartment and maintain the said Flat/ Apartment/ Apartment in the same condition, state and order in which it was delivered by the Promoter, Provided that for the defect liability period such repairs shall be carried out by the Flat/ Apartment Allottee/s with the written consent and the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat/ Apartment Allottee/s committing any act in contravention of the above provisions, the Flat/ Apartment Allottee/s shall be responsible and liable for the consequences thereof to the concerned authority and/ or other public authority.

(d) 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 in or to the said Flat/ Apartment or any part thereof, or in or to the building in which said Flat/ Apartment is situated and not to make any alteration in the elevation and outside colour scheme of the building and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, pardis or other structural members in the said Flat/ Apartment/ Apartment without the prior written permission of the Promoter and/or the Association of Apartment Owners as the case may be. After possession of the said Flat/ Apartment/ Apartment/unit the Allottees/ Association has/ have agreed to carry out regular and periodical inspection of the structure, beams, columns, projections, drainage lines, water lines, electrical lines, lift, power back up, pumps etc. and to carry out necessary repairs as and when required.

(e) Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said land and the building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/ Apartment in the compound or any portion of the said land and the building.

(g) Pay to the Promoter within seven days on demand from the Promoter, their share of security deposit demanded by the concerned local authority or the Government for giving water, electricity or any other service connection to the building in which the said Flat/ Apartment is situated.

(h) To bear and pay the local taxes, NA taxes, water charges, insurance and such other levies, if any, from the date of completion certificate in respect of the said Flat/ Apartment and

also any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of permitted change of user of the said Flat/Apartment by the Flat /Apartment Allottee/s.

(i) The Flat/Apartment Allottee/s shall let, sub-let, give on leave and license basis, transfer, assign or part with Flat/Apartment Allottee/s interest or benefit factor of this agreement or part with the possession of the said Flat/Apartment until all the dues payable by the Flat/Apartment Allottee/s to the Promoter under this agreement are fully paid up and only if the Flat/Apartment 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 Flat/Apartment Allottee/s have intimated in writing to the Promoter and obtained written consent thereof.

(j) The Flat/Apartment Allottee/s shall observe and perform all the rules and regulations which the Association of Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Apartment 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 the Government and other public bodies. The Flat/Apartment Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment Owners regarding the occupation and use of the Flat/Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this agreement.

(k) Till a conveyance of the building in which the said Flat/Apartment is situated is executed, the Flat/Apartment Allottee/s shall permit the Promoter and their surveyors and agents with or without workmen and others, at all reasonable times to enter into and upon the said Flat/Apartment and the said land and building/s or any part thereof to view and examine the state and conditions thereof.

(l) Not to obstruct the development work for any reason and in any way.

(m) The Allottee/s shall keep the facade and outer surfaces of the building in the same condition and maintain the same to the extent of their unit. Allottee/s shall not do or cause to be done or abstain from doing any act which will affect the beauty, grandeur and peace of the building. The Allottee/s shall not cause any nuisance to other Allottees and occupiers and Promoter in any manner whatever.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the [Apartment/Flat] to the Allottees within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottees are entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottees stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any penal interest; or
- (ii) The Allottees shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottees under any head whatsoever towards the purchase of the Apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottees does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Flat].

9.3 The Allottees shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottees fails to make payments for Consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottees shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottees under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/Flat] in favour of the Allottees and refund the amount money paid to him by the Allottees by

deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Apartment/Flat] under the Agreement from the Allottees, shall execute a conveyance deed and convey the title of the [Apartment/Flat] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottees fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottees authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottees. The Allottees shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottees from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEES TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottees hereby agrees to purchase the [Apartment/Flat] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottees

(or the maintenance agency appointed by it) and performance by the Allottees of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of Allottees shall have rights of unrestricted access of all Common Areas, and parking spaces for providing necessary maintenance services and the Allottees agrees to permit the association of Allottees and/or maintenance agency to enter into the [Apartment/Flat] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, a located within the **PALM SPRINGS** the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottees shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottees shall, after taking possession, be solely responsible to maintain the [Apartment/Flat] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Flat], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Flat] and keep the [Apartment/Flat], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottees further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or

Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottees shall not store any hazardous or combustible goods in the [Apartment/Flat] or place any heavy material in the common passages or staircase of the Building. The Allottees shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Flat]. The Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottees shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEES

The Allottees are entering into this Agreement for the allotment of a [Apartment/Flat] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottees hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Flat], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Flat]/ at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of **The Maharashtra Real Estate (Regulation & Development) Act,**

2016. The Promoter showing compliance of various laws/regulations as applicable in Maharashtra.

21. BINDING EFFECT

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

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, 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/Flat/building, as the case may be.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEES / 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/Flat], in case of a transfer, as the said obligations go along with the [Apartment/Flat] for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottees in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottees that exercise of discretion by the Promoter in the case of one Allottees shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. 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.

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

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

28. 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.

29. PLACE OF EXECUTION

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

30. NOTICES

That all notices to be served on the Allottees and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or the Promoter by Registered Post at their respective addresses specified below:

- 1. MR.
- 2. MRS.

Both R/at :
(Name & Address of Allottees)

M/S. ARYAVEDANT PROMOTRS AND BUILDERS
Registered Partnrship Firm
Office At :- Survey No. 36, Nakhate vasti,
Rahatani, Pune – 411017.
PAN No. -----

Through its Partners
MR. GANESH SHIVRAM NAKHATE,
AND/OR
MR. ARUN SHIVRAM NAKHATE,

(Names & Address of Promoter)

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

31. JOINT ALLOTTEES

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

32. 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.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

SCHEDULE I

DESCRIPTION OF THE SAID PROPERTIES

WHEREAS All the piece and parcel of the property bearing Survey No. 109, Hissa No. 2, area admeasuring 05 H 57 R + 00 H 11 R Potkharaba i.e. total area admeasuring 05 H 68 R, assessed at Rs. 23.63 Paisa, out of it area admeasuring 00 H 70 R, situated at village Ravet, Tal. Haveli, Dist, Pune, within the jurisdiction of Pimpri Chinchwad Municipal Corporation & within the limits of Sub-Registrar Haveli & which is bounded as under.

- On or towards East - By property of Ramesh Bhondve & other from Survey No. 111.
- On or towards West - By property of Vasant Kate.
- On or towards South - By Remaining property from Surevy No. 109/2.
- On or towards North - By 18 Mtrs. wide road & property of Vinayak Bhongale.

SCHEDULE II (FLAT/APARTMENT)

Flat/ Apartment No. -----, admeasuring carpet area about ----- Sq. mtrs. Along with enclosed Balcony admeasuring carpet area --- Sq. mtrs., And Terrace adjoining admeasuring carpet area ----- Sq. mtrs., And Dry Terrace admeasuring carpet area ----- Sq. mtrs. (Subject to fluctuation of not more than 3%) - **BHK Flat/Apartment** situated on ----- - **Floor**, in **Wing No.** ----, along with **One Covered Car Parking** space in the project called as “**PALM SPRINGS**” being constructed upon the plot described in First Schedule above. The said Flat/Apartment is more particularly shown in the plan hereto annexed in Red colour boundary line. The areas mentioned above are approximate.

A] COMMON AREAS AND FACILITIES:

1. The land described in the First Schedule above (subject to the right of exclusive uses that will be allotted to various units).
2. The footings, RCC structures and main walls of the building.
3. Staircase column and lift (if any) in the building/s.
4. Common drainage, water and electrical lines.
5. Common ground water storage tanks and overhead water reservoirs and plumbing machinery, pumps etc.
6. Compound walls, fencing and gates.
7. car/scooter/cycle parking spaces subject to arrangement to be done by all Allottees among themselves for the sake of orderly use and avoidance of disputes to be got confirmed by the Allottees from the association.

B] LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units.
2. Terraces adjacent to the terrace Flat/Apartment shall exclusively belong to such respective Flat/Apartment.
3. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.

SCHEDULE – III SPECIFICATIONS

Structural:

- Earthquake resistant R.C.C. Structure.
- 6 thick masonry for internal and external walls.

Internal Plaster

- Room wall-Gypsum plaster.
- All room ceiling- Gypsum.

Paint

- Wall Painting – Oil based distemper.
- Ceiling Painting – Oil based distemper.
- Exterior Walls (excluding Duct)- 100% Acrylic.

Flooring and Dado:

- Living, Kitchen, Bedroom – 800 x 800 vitrified tiles.
- Terraces ceramic – antiskid flooring.
- Parking-chequered tile.
- Bath, WC, Toilet designer dado upto beam bottom.
- Kitchen designer tile beam bottom.

Doors/Windows:

- Main door- Laminate finish door.
- Bedroom door- Laminate finish door.
- Dry terrace and toilet door – Laminate finish door.
- Terrace door- Folding door with powder coated.
- Windows- Powder coated aluminium sliding with mosquito net.
- Ventilators- Lauvered, with exhaust fans provision.

Electrification:

- Inverter provision to each flat.
- Concealed electrical with standard fittings.

Kitchen:

- Granite Kitchen platform with Stainless Steel sink.
- Provision for aqua guard.

Plumbing

- Internal concealed plumbing – CPVC.
- External plumbing – UPVC.
- Sanitary- Cera or Hindware/equivalent.
- C.P. – Jaguar or equivalent.

AMENITIES

- CCTV to Common area
- Garbage Chute
- Video door phone system for individual flat.
- Automatic Elevators
- Fire Fighting system
- Rain Water harvesting
- Entrance gate with security cabin.
- Generator backup to Lift and Common area.
- LED light in common area.
- Intercom Security facility from Parking lobby.
- Solar panel for Hot water.
- Garden & Community Hall

WITNESS WHEREOF the parties hereto have put their respective hands to this Agreement on the day and date first mentioned hereinabove.

**SIGNED AND DELIVERED
BY THE WITHIN NAMED**

**MR. GANESH SHIVRAM NAKHATE,
AND/OR
MR. ARUN SHIVRAM NAKHATE,
M/S. ARYAVEDANT PROMOTRS AND BUILDERS
Through its Partners
Promoters And For Owners Herein
SIGNED AND DELIVERED BY THE
WITHIN NAMED AS PURCHASERS**

1. MR.

**2. MRS.
Purchasers/ Allottees**

In presence of:-

1)
Signature:
Name:
Address:

2)
Signature:
Name:
Address:

Schedule – B
(Copy of Floor Plan)

Schedule – C

The Allottees have paid on or before execution of this agreement a sum of **Rs. -----/- (Rupees ----- Only)** as advance payment as under:

Rs. -----/-	Paid By Cheque Bearing No. -----Drawn On -----, Branch Dated ---/---/2018.
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as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs. 42,00,000/- (Rupees Forty Two Lakhs Only)** in the following manner :-

PAYMENT SCHEDULE	
At the time of booking	10%
Within 21 days from booking or at the time of Agreement to Sale	20%
After completing of plinth	15%
After completing of 1 st Slab	5%
After completing of 4 th Slab	5%
After completing of 8 th Slab	5%
After completing of 10 th Slab	5%
After completing of 12 th Slab	5%
After completing of walls, internal plaster, flooring and windows of said Apartment.	5%
After completing of the sanitary fittings, lift walls, lobbies up to the floor, of said Apartment.	5%
After completing of external plaster and plumbiong, waterproofing of said Apartment.	5%
After completing of the lifts, water pump, electrical fittings, extrance lobby of said Apartment.	10%
At the time of possession	5%
Total	100%

The Purchasers/ Allottees herein shall liable to pay separately the **GST** on the agreed consideration.

