

AGREEMENT

THIS ARTICLE OF AGREEMENT IS MADE AND EXECUTED AT PUNE ON THIS
____ DAY OF _____, 20__.

BETWEEN

M/S. ABHINAV RAINBOW DEVELOPERS AND PROMOTERS L.L.P. PAN: AATFA4990Q a Limited Liability Partnership Firm duly registered under the provisions of the Limited Liability Partnership Act, 2008 having its principal place of business at:- CTS No. 927, Office No. 302, 3rd Floor, Sanas Memories, F.C. Road, Pune - 411004, thorough it's Authorised Partner, **1) MR. SHAMKANT JAGANNATH SHENDE** - Age: - 58 Years, Occupation: - Business, office address at : CTS No. 927, Office No. 302, 3rd floor, Sanas Memories, F.C.Road, Pune **AND/OR 2) MR. SUNIL POPATLAL NAHAR** - Age: 43 Years, Occupation: Business, office address at : 701, 7th Floor, Pride Purple Accord, Near Mahabaleshwar Hotel, Baner, Pune 411046.

Hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include their partners, executors and administrators and assigns.)

--- **PARTY OF THE FIRST PART**

AND

1) MR./MRS. _____, [PAN_____]
Age;- yrs, Occ:- _____,
R/at:- _____
.....

2) MR./MRS. _____, [PAN_____]
Age;- yrs, Occ:- _____,
R/at:- _____
.....

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

---- **PARTY OF THE SECOND PART**

AND

MR. LAXMAN KANHU BHUNDE deceased through his legal heirs 1 to 15 ,	1)SMT. SAVITRA LAXMAN BHUNDE, Age:- 72 yrs, Occ:- Housewife & Agriculturist,
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2)MR. VIJAY LAXMAN BHUNDE, Karta of Joint Hindu family Age:- 50 yrs, Occ:- Agriculturist,	3)MRS. MANGAL VIJAY BHUNDE, Age:- 45 yrs, Occ:- Housewife,
4)MR. SACHIN VIJAY BHUNDE, Age:- 20 yrs, Occ:- Agriculturist,	5)MRS. ARCHANA MAHESH GHULE, Age:- 24 yrs, Occ:- Housewife,
6)MRS. RANI AMOL WAJE, Age:- 23 yrs, Occ:- Agriculturist,	7)MR. ASHOK LAXMAN BHUNDE, Karta of Joint Hindu familyAge:- 45 yrs, Occ:- Agriculturist,
8)MRS. NANDA ASHOK BHUNDE, Age:- 40 yrs, Occ:- Housewife,	9)MR. SAGAR ASHOK BHUNDE, Age:- 21 yrs, Occ:- Agriculturist,
10)MR. KIRAN ASHOK BHUNDE, Age:- 19 yrs, Occ:- Agriculturist,	11)MR. AMOL ASHOK BHUNDE, Age:- 17 yrs, Occ:- Agriculturist,
12)MR. DILIP RAJU BHUNDE, Karta of Joint Hindu family Age:- 27 yrs, Occ:- Agriculturist,	13)SMT. KAMAL RAJU BHUNDE, Age:- 47 yrs, Occ:- Housewife,
14)MR. DEEPAK RAJU BHUNDE, Age:- 24 yrs, Occ:- Agriculturist,	15)MR. NITIN RAJU BHUNDE Age:- 19 yrs, Occ:- Agriculturist, Nos. 1 to 16 R/at: Bavdhan Budruk,Taluka Mulshi, District -Pune
16)MRS. CHINDUBAI BAPU BAHIRAT Age:- 71 yrs, Occ:- Housewife, R/at:- Bopodi, Taluka Haveli, District - Pune	

Hereinafter Owner No. 1 to 16 jointly and collectively referred to as the , “
OWNER NO. 1”

AND

1)MR. SHIVAJI BARKU BHUNDE Karta of Joint Hindu family Age:- 61yrs, Occ:- Agriculturist,	2)MRS. DROPADABAI SHIVAJI BHUNDE Age;- 50yrs, Occ:- Housewife
3)MR. NAVNATH SHIVAJI BHUNDE Age:- 32yrs, Occ:- Agriculturist,	4)MR. KIRAN SHIVAJI BHUNDE Age;- 28yrs, Occ:- Agriculturist,
5)SMT. DWARKABAI GULAB BHUNDE Age;- 45yrs, Occ:- Housewife, No. 1 to 5 R/at:Bavdhan Budruk, Taluka Mulshi, District - Pune	6)MRS. SUJATA RAJESH BALKAWADE ALIS MISS SUJATA GULAB BHUNDE Age;-30 yrs, Occ:- Housewife, residing at : Kothrud, Tal. Havel, Dist: Pune
7)MISS VINITA GULAB BHUNDE Age: 27 Yrs, Occ:- Agriculturist,	8)MISS NEHA GULAB BHUNDE Age: 22 Yrs, Occ:- Agriculturist

9)MR. NAGESH GULAB BHUNDE Age: 21 Yrs, Occu: Agriculturist No. 7 to 9 R/at:Bavdhan Budruk, Taluka, Mulshi, District - Pune	10)SMT. BAYDABAI RAMESH BAHIRAT Age: 45 Yrs, Occu: Agriculturist, R/at: 158/2, Bopodi Gaon, Near Radhakrishan High school, Bopodi, Pune 20
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Hereinafter Owners No. 1 to 10 jointly and collectively referred to as the, “
OWNER NO. 2”

AND

1)MR. VASANT SOPAN BHUNDE for himself as a Karta of Joint Hindu Family Age:- 58yrs, Occ:- Agriculturist,	2)MRS ANJANA VASANT BHUNDE, Age55 yrs, Occ:- Housewife & Agriculturist,
3)MR. VINAYAK VASANT BHUNDE, Karta of Joint Hindu family Age:- 29 yrs, Occ:- Agriculturist,	4)MRS. SWATI VINAYAK BHUNDE, Age:-27 yrs, Occ:- Housewife,
5)MR. RAJENDRA VASANT BHUNDE Age:- 27 yrs, Occ:- Agriculturist, No. 1 to 5 R/at:Bavdhan Budruk, Taluka, Mulshi, District - Pune	6)MRS. SARIKA ANIL KAMTHE, Age33- yrs, Occ:- Housewife, Residing at: Kodhav, Tal. Haveli, Dist. Pune
7)MRS. SUREKHA SUNIL INGAWALE, Age32 yrs, Occ:- Housewife,Residing at: Bhugaon, Tal.Mulshi, Dist. Pune.	8)MR. TANAJI SOPAN BHUNDE, Karta of Joint Hindu familyAge:- 54yrs, Occ:- Agriculturist,
9)MRS. SUVANRA TANAJIBHUNDE, Age:- 46 yrs, Occ:- Housewife, No. 8& 9 R/at:Bavdhan Budruk, Taluka, Mulshi, District - Pune	10)MRS. TANUJA SACHIN INGAWALE, Age:26 -yrs, Occ:- -House wife,Residing at: Pimple Nilakh, Tal. Haveli, Dist. Pune
11) MR.SURAJ TANAJI BHUNDE, Age:24 -yrs, Occ:- -Education,	MISS. PRIYANKA TANAJI BHUNDE, Age:26 -yrs, Occ:- -Education,
11) MR. BALIRAM SOPAN BHUNDE, for himself as a Karta of Joint Hindu Age:- 55 yrs, Occ:- Agriculturist,	12)MRS. KUSUM BALIRAM BHUNDE, Age:- 53yrs, Occ:- Agriculturist,
13) MR. AKSHAY BALIRAM BHUNDE Age:- 22yrs, Occ:- Education	14) MISS. ASHWINI BALIRAM BHUNDE Age:- 24yrs, Occ:- Education No. 11 to 14 R/at:Bavdhan Budruk, Taluka, Mulshi, District - Pune
13)MRS. SADHNA LANKESH GHULE Age:28yrs, Occ:- Housewife Residing at: Mohammad wadi, Tal. Haveli, Dist. Pune	14)SMT. SEETABAI SHANTARAM TAPKIR Age72 yrs, Occ:- Housewife, Residing at: charoli, Tal. Maval, Dist. Pune

15) SMT. KANTABAI SHIVARAM DABHADE, Age55- yrs, Occ:- Agriculturist, Residing at: Bavdhan Bk., Tal. Mulshi, Dist. Pune.	16)MRS. MANGAL SUBHASH TAPKIR Age51 yrs, Occ: Housewife Residing at: charoli, Tal. Maval, Dist. Pune
17)SMT. LILABAI RAJENDRA SAKHARE Age:- 43yrs, Occ:- Housewife, R/at: Hinajewadi, Tal. Mulshi, Dist. Pune.	

Hereinafter Owners No. 1 to 17 jointly and collectively referred to as the, “**OWNER NO. 3”**

1)MR. BHANUDAS BALU AMRALE Age: 34Yrs, Occ:- Agriculturist,	2) MRS.SUPRIYA BHANUDAS AMRALE Age: 31 Yrs, Occ:- Housewife both residing at: Amrale Vasti, Tal. Mulshi, Dist. Pune
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Hereinafter Owners No. 1 to 2 jointly and collectively referred to as the, “**OWNER NO.4”**

AND

1)MR.SAHEBRAO RAMCHANDRA BHUNDE Karta of Joint Hindu family Age:- 61yrs, Occ:- Agriculturist,	2)MRS. NANDA SAHEBRAO BHUNDE Age;- 53 yrs, Occ:- Housewife
3)MR. AKASHA SAHEBRAO BHUNDE Age:- 27 yrs, Occ:- Agriculturist,	4)MR. VIKAS SAHEBRAO BHUNDE Age;- 25 yrs, Occ:- Agriculturist,
5)SMT TULSABAI RAMCHANDRA BHUNDE Age:83 yrs, Occu: Housewife All residing at: Bavdhan Bk, Tal.Mulsh, Dist. Pune .	

Hereinafter Owners No. 1 to 5 jointly and collectively referred to as the “**OWNER No. 5”**

Owner No. 1 to 5 through their Constituted Attorney

M/S. ABHINAV RAINBOW DEVELOPERS AND PROMOTERS L.L.P. PAN: AATFA4990Q , a Limited Liability Partnership Firm duly registered under the provisions of the Limited Liability Partnership Act, 2008 having its principal place of business at:- CTS No. 927, Office No. 302, 3rd Floor, Sanas Memories, F.C. Road, Pune - 411004, thorough it’s

Authorised Partner, **1) MR. SHAMKANT JAGANNATH SHENDE** - Age: - 58 Years, Occupation: - Business, office address at : CTS No. 927, Office No. 302, 3rd floor, Sanas Memories, F.C.Road, Pune **AND/OR 2) MR. SUNIL POPATLAL NAHAR** - Age: 43 Years, Occupation: Business, office address at : 701, 7th Floor, Pride Purple Accord, Near Mahabaleshwar Hotel, Baner, Pune 411046

----- Hereinafter owners No. 1 to 5 jointly & collectively referred to as the "**OWNERS**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include their heirs, executors and administrators and assigns.) ----

PARTY OF THE THIRD PART

AND

ATHASHRI HOMES PVT. LTD. [PAN AACCP1941Q] a company incorporated under the Companies Act, 1956, having registered office at PSC House, CTS No. 111+111/2, Anand Colony, Off Prabhat Road, Pune: 411 004; through its Authorised Signatory _____, Age :- Adult, Occupation :- _____, Residing at _____.

Hereinafter referred to as "**THE MANAGEMENT COMPANY**" (which expression unless it be repugnant to the context or meaning thereof shall mean and include their successors-in-title as also nominees and/or assignees),...party of the Fourth Part,

WHEREAS

1. All that piece and parcel of the lands admeasuring **5 H. 95.59 R.**, situated at Village Bavdhan, Bk., Tal. Mulshi, Dist. Pune is subject matter of the Larger Land, which is more particularly described in the **SCHEDULE - I** hereunder written and hereinafter referred to as "**SAID LARGER LAND**", for the sake of convenience only. Out of the said larger land the promoter is the owner of the land admeasuring 4 H. 72.50 R and said owners are owner of the land admeasuring 1 H. 23.10 R and said Promoter herein has every power, authority and right to develop, construct, sell, lease, mortgage, transfer and allot the tenements etc., to be constructed on the said larger land to the intending purchasers.
2. **RECITAL / FLOW OF TITLE OF SAID LARGER LAND:-**
 - 2.1 The said promoter is the owner of the land admeasuring 04 H. 72.50 R. bearing S.No.270/1 to3, 270/2 to 3, 271/1 to 3, 272/1 to 7, 273/1 to 2, 317/2, 317/4,

318/1, 318/2, 319/1, 319/3, 319/5 & 319/6/B out of the said Larger land as its purchased property.

2.2 The owner No. 1 to 5 are the owners of the land admeasuring 01 H. 23.10 R. out of the said Larger land and the said promoter has obtained development rights of the land admeasuring 01 H. 23.10 R. from the said owners, the details of which as under :-

2.2.1 The owner No. 1 is the owner of the land admeasuring 00 H. 27 R. The said owner executed Development Agreement and Power of Attorney as mentioned herein under in favour of said promoter and appointed the said promoter and has granted unto and in favour of the said promoter the exclusive development rights and authorities to develop the land admeasuring 00 H. 27 R. and the detail of the same is as under :-

Sr. No.	Name of the Owner/ Vendor	Survey No.	Area In ARE	Details of development agreement
1	Mr. Laxman Khanu Bhunde & Others	317/3	0 H. 27 R.	Dated 23/01/2012 Reg. No. 964/2012

2.2.2 The owner No. 2 is the owner of the land admeasuring 00 H. 38.66 R. The said owner executed Development Agreement and Power of Attorney as mentioned herein under in favour of said promoter and appointed the said promoter and has granted unto and in favour of the said promoter the exclusive development rights and authorities to develop the land admeasuring 00 H. 38.66 R. and the detail of the same is as under :-

Sr. No.	Name of the Vendor	Survey No.	Area In ARE	Details of development agreement
1	Mr. Shivaji Barku Bhunde & Others	316/5	8 R.	17/5/2014,3668/2014
		317/1	27 R.	
		317/2	3.66 R.	

2.2.3 The owner No. 3 and 4 is the owner of the land admeasuring 00 H. 26 R. The said owner executed Development Agreement and Power of Attorney as mentioned herein under in favour of said promoter and appointed the said promoter and

has granted unto and in favour of the said promoter the exclusive development rights and authorities to develop the land admeasuring 00 H. 26 R. and the detail of the same is as under :-

Sr. No.	Name of the Vendor	Survey No.	Area In ARE	Details of development agreement
1	Mr. Vasant Sopan Bhunde & Others	316/4	26 R	16/3/2015,2620/2015 and 09/05/2016, 4153/2016

2.2.4 The owner No. 4 and 5 are the owner of the land bearing S.No. 317/5 admeasuring 00 H. 29 R. and owner No. 4 is the owner of the land admeasuring 00 H. 1.22 R out of S.No. 317/2. The said owner executed Development Agreement and Power of Attorney as mentioned herein under in favour of said promoter and appointed the said promoter and has granted unto and in favour of the said promoter the exclusive development rights and authorities to develop the land admeasuring 00 H. 30.22 R. and the detail of the same is as under :-

Sr. No .	Name of the Vendor	Survey No.	Area In ARE	Details of development agreement
1	Mr. Sahebrao Ramchandra Bhunde& Others	317/5	29 R.	11/2/2015, 1480/2015, and 09/05/2016,
2	Mr. Sahebrao Ramchandra Bhunde & Others	317/2	1.22 R.	11/2/2015,1480 /2015

3. The said Promoter by above mentioned Sale Deeds, Development Agreements and Power of Attorney's, is entitled to develop land admeasuring 05 H 95.59 R. i. e. 59559 Sq. Mtrs, which is more particularly described in the Schedule-I written hereunder.
4. There are no covenants, impediments, tenants and illegal encroachment on the said Land, which affect the title of the Larger Land. Moreover the Larger Land is freehold land and therefore no prior permission is required for sale of the said Larger Land

5. The Promoters are entitled and enjoined upon to construct buildings on the larger land in accordance with the recitals hereinabove. The Promoter is in possession of the said larger land.

5.1 Statutory Permissions:

The said promoter prepared building plan of the buildings to be constructed on the said Larger Land and same is also revised from time to time by the said Promoter and accordingly obtained sanction said Plans and to the revised building plans as mentioned herein under and accordingly also obtain revised Non-Agricultural Permission from Collector Pune and PMRDA and also obtained Environmental Clearance from State Level Environmental Impact Assessment Authority as follows:

- I. Non-Agricultural Permission bearing No PMA/NA/SR/341/2012 Dated 31/12/2012. The said Non –Agricultural Permission revised from time to time and lastly obtained Non-Agricultural permission of the said larger area by Revised Non-Agricultural Permission bearing No. PMRDA/NA/SR/56/15 dated 27/06/2016.
- II. The Promoter thereafter submitted building plan of the proposed buildings to be constructed on the said larger properties to the Collector/ Asst Director of Town Planning Pune/Pune Metropolitan Region Development Authority Pune (PMRDA) for sanction. The Collector/Asst Director of Town Planning Pune/Pune Metropolitan Region Development Authority Pune (PMRDA) has sanctioned building plan of the proposed buildings to be constructed on the said properties vide various orders mentioned hereinabove. The said commencement orders also revised from time to time and lastly obtained revised commencement certificate through Pune Metropolitan Region Development Authority Pune (PMRDA) vide No.BMU/Mouje Bavdhan Bk.,/S.No/270/1 & Others/P.K./480/18-19 dated 31/7/2018 .
- III. Environmental Clearance Letter dated 11/06/2014 bearing No. SEAC-2011/CR-651/TC-2,
- IV. Amended Environmental Clearance Letter dated 29/09/2014 and 7/8/2018.
- V. The aforesaid sanctioned building plan is revised by the Pune Metropolitan Regional Development Authority Pune ("**PMRDA**") vide order No. PMU/Mou. Bavdhan Bk.,/S.No. 270/1 & Others/P.K. 1718/2016, dated 27/4/2017 . As per sanctioned layout for the Larger Property, area admeasuring 943.77 square metres shown as 18 Mtrs. Road, area admeasuring 8792.28 square meters shown as amenity space, area admeasuring 549.47 Square meters shown as Open Space No.3, area admeasuring 5996.55 Square meters shown as HEMRL Area, area admeasuring 4907.40 Square meters shown as

Open Space No.1, area admeasuring 404.65 Square meters shown as Open Space No.2 and remaining plot area admeasuring 37898.88 square metres shown as area under net plot available for construction of buildings. As per the aforesaid sanctioned layout, by Mutation Entry No.6195 the old 7/12 extract came to be cancelled and new 7/12 extract for the Larger Property came to be created as Survey No.270/1/A/1/ 18 Mtrs. Road admeasuring 943.77square metres, Survey No. 270/1/A/2/NonAgricultural admeasuring 37898.88square metres, Survey No 270/1/A/3/Amenity Space admeasuring 8792.28 square metres, Survey No 270/1/A/4/Open Space/3 admeasuring 549.47 square metres, Survey No 270/1/A/5/HEMRL admeasuring 5996.55 square metres, Survey No 270/1/A/6/OpenSpace/1 admeasuring 4907.40 square metres, Survey No 270/1/A/7/ Open Space /2 admeasuring 404.65 square metres in the name of the Promoter and Owners, which total property admeasuring 59559 square metres hereinafter referred to as the **“said Larger Land”**, more particularly described in the **Schedule - I** hereunder.

- VI. Subsequently, the Promoter, out of the sanctioned layout of the Larger Property, by Transfer Deed dated 29/5/2018 registered in the Office of Sub-Registrar Haveli No.19 at Serial No. 7208/2018 transferred the aforesaid ‘Survey No.270/1/A/1 18 Mtrs Road area admeasuring 943.77 square metres, in favour of Pune Metropolitan Regional Development Authority and accordingly as per mutation entry No.6313 the name of Pune Metropolitan Regional Development Authority is mutated for the aforesaid property.
- VII. Accordingly, the Promoter decided to carry out old age Home construction on amenity space i.e. on S.No. 270/1/A/3/ameniy Space area admeasuring 8792.28 squre metres which is more particularly described in **Schedule - II** hereunder and hereinafter referred to as **“said Land”**.
- VIII. The Promoter proposed a residential & Commercial scheme on the said Land comprising of 3 buildings namely G,H,I and obtained revised commencement certificate through Pune Metropolitan Region Development Authority Pune (PMRDA) vide No.BMU/Mouje Bavdhan Bk.,/S.No/270/1/A/3 /P.K./736/17-18 dated 15/10/2018, which is annexed herewith as **ANNEXURE A**.

6. **BUILDING PLANS AND PERMISSION ;-**

- 6.1 The said promoter decided to carry out construction under name & style as "ATHASHRI at PEBBLES" at Bavdhan Bk. on the said project and therefore said promoter to carry out the construction of the said scheme on said said Land has engaged **Hansal Parekh and Associates as a RCC Consulants for the prepration**

of the structural design and drawings of the buildings, Abhikalpan as building designer & Gohad Architects as an Architect registered with the council of the Architects , Disha Enterprises as a Civil Contractor, for carrying out scheme of construction “ATHASHRI at PEBBLES” on the said Land as per the structural designs and building plans approved by Collector Pune and Pune Metro Politon Regional Development Authority (PMRDA). The said Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings. The said Promoter has entered into separate agreements with them to that respect

- 6.2
- Similarly, the said Promoter has engaged various agencies for providing various services such as RCC construction, excavation, electricity and water supply, plumbing, drainage, gardening etc. required for smooth, effective and timely completion of said entire “ATHSHRI at PEBBLES” Project.
- 6.3
- The said Promoter has accepted the professional supervision of the said Architect, Designer / RCC Consultant, Structural Engineers, and other service provider till the completion of the said Project as per their respective agreements. However, the said Promoter herein reserves right to change or replace any of them before the completion of the project for the sake of effective and timely completion of the said Project.
- 6.4
- Sanction of the Project:

Being the owner and the possessor of the said said Land, in accordance with the Development Control Rules applicable to the said said Land, the Promoter is developing an ownership scheme on the said Land under the name "ATHASHRI at PEBBLES" (“said Project”). This is Phase 4 of the project being developed by the Promoter on the said Larger Land. The Promoter has prepared a layout plan for the said Larger said Land, hereinafter referred as “Layout Plan”. As per the Layout Plan, the said Land is under development by the Promoter and it comprises of 3 buildings being G,H and I (the building will be herein referred as “the said Buildings”) and Club House. The Location of road, open spaces, club house and swimming pool etc. has been shown in the said Layout Plan. The details of said buildings as per the sanction are as under: -

SR. NO.	BUILDING NUMBER	PARTICULER OF FLOORS
1	“G”	Ground (Stilt) Parking Floor + Upper Eleven (11)

		Residential Floors.
2	"H"	Ground+ Upper Eleven (11) Residential Floors.
3	"I"	Ground + Upper Twelve (12) Residential Floors.

There are 32 commrecial shops on the ground floor of the building I (said "**COMMERCIAL UNITS**") and 225 residential units in all the buildings G, H and I (said "**RESIDENTIAL UNITS**").

- 6.5
- The said promoter decided to complete the said construction of said buildings by using, utilizing and consuming the Floor Area Ratio/Floor Space Index (“FAR/FSI”) originating from the physical area of the said Land as shown in the sanctioned building plan referred herein under and by obtaining/availing permissible “TDR” (Transferable Development Rights), Mhada T.D.R./FSI, Paid FSI, or any other FSI or TDR from market or Competent Government Authority including PMRDA and to the extent permissible under the Development Control Regulations, (“**DC REGULATIONS**”), framed under the Maharashtra Regional and Town Planning Act,1966, and/or under any such concerned statute or rules, and subject to time to time approval by Collector Pune and / or PMRDA thereby exploiting full development rights of the said Land, the said promoter by using, utilizing the same, will carry out constructions of the said Buildings and will construct the said Buildings, consisting of various Apartment and other tenements on Ownership basis.
7.
- By virtue of the abovementioned Sale Deed, Development Agreements & Power of Attornies, the Promoter has sole and exclusive right to sell the said apartment in the said building/s to be constructed by the Promoter on the said Land and to enter into Agreement/s with the Allottee(s)/s of the Apartments to receive the sale consideration in respect thereof
8.
- On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Land and the plans, designs and specifications prepared by the Promoter's and given all information’s in respect to the said Project and proposed construction of building No. “G” to “I” and Building No. “K”, which Allottee/s found necessary before purchasing the Apartment in the said Project and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
9.
- The Promoter herein has requested to the Allottee to carry out independent Search by appointing his/her/their own Advocate and to asks any queries, he/ she/ they had

regarding the marketable title and rights and authorities of the said Promoter and said owners herein in respect of the said Land.

10. The Apartment Allottee/s on having complete satisfaction about the said Project and marketable title of the said Promoter, said owners and further rights and authorities of the Promoter in respect to the said Land has expressed his/her/their desire to acquire a apartment in the said Project and the Promoter has explained to him/her/them their offer to sell premises hereinafter mentioned subject to his/her/their acceptance of the threshold of the conditions set out herein and the allottee accepted and approved of the said conditions on which alone, the Promoter have also agreed to sell the said apartment to him/her/them, the acceptance by allottee of aforesaid conditions are irrevocable and constitutes the basis of this agreement on the part of the Promoter to sell the said apartment to him/her/them.
11. The authenticated copy/ies of 7/12 extract and authenticated copy of Certificate of Title (showing the encumbrances if any to or upon the said Land) issued by the advocate of the Promoter, , showing the nature of the title of the Promoter to the Project Land on which the Apartments are to be constructed have been annexed hereto and marked as **ANNEXURE 'B' and 'C'**, respectively.
12. The copy of the Floor plan of the said Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority alongwith description of the said Apartment have been annexed and marked as **ANNEXURE D.**
13. The copy of the N.A. Order and Commencement Certificate, have been annexed hereto and marked as **ANNEXUREA1 and A2**
14. As per "Development Management Agreement" (said "**DM AGREEMENT**") duly executed between the Promoter, one PARANJAPE PREMISES PVT. LTD. ("**PPPL**") and the Management Company herein, it was agreed inter alia that the said residential portion of the Project will be constructed, developed by the Promoter, as meant only for senior citizens above 55 years, under the brand name "**ATHASHRI**" and under project name "ATHASHRI at PEBBLES", and the same shall be marketed and sold and monitored by PPPL, for the consideration and under the terms and conditions mentioned therein. It has been further agreed that PPPL shall not be responsible for sale of the said Commercial Units in the said Project and the same shall be sole responsibility of the Promoter. As per the said DM Agreement, the Management Company has agreed to carry on all the maintenance related activities of the said Project as detailed hereinafter and therefore the Management Company is also executing this Agreement. It is hereby clarified that the Management Company shall give separate services to the allottees of the said Residential Units and separate services to the allottees of the said Commercial Units; and as such shall be carrying out maintenance related activities of the entire of

the said Project as detailed hereunder. It is further clarified that this agreement is meant only for the said Residential Units; and there shall be separate draft of agreement only for the said Commercial Units.

15. The Promoter has got some of the approvals from the Collector Pune and PMRDA, to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from PMRDA and Collector Pune from time to time, so as to obtain Building Completion Certificate of the said Building.
16. While sanctioning the said plans PMRDA has laid down certain terms, conditions, stipulations and restrictions, which are to be observed and performed by the Promoter while developing the said Land and the said Buildings and upon due observance and performance of which only the completion certificate in respect of the said building/s shall be granted by the PMRDA.
17. The Promoter has accordingly commenced construction of the said Project in accordance with the said sanctioned building plan as mentioned hereabove.
18. The Promoter clarified to the Allottee/s that the said Project has been designed by taking into account the specific requirements as well as peculiar physical needs of the senior citizens, viz. the persons above the age of 55 years; and the Allottee/s is/are further aware that the very purpose of the said Project is to provide residence for such senior citizens.
19. The Promoter also clarified to the Allottee/s that under a special permission from the Planning Authority this housing project is being specially designed to cater the needs of the senior citizens as aforesaid. The Promoter shall arrange to provide through the Management Company upon completion of the project, various services to common amenities and facilities.
20. The Promoter also has clarified to the allottee that there are 32 numbers of shops on the Ground floor of the Building I out of the said Buildings.
21. The Promoter has at the time of allotment and prior to the execution hereof, as demanded by the Allottee/s given inspection to the Allottee/s of all the documents of title relating to the said Land and relating to the said Larger Land and the plans, designs and specifications prepared by the Promoter's Architect, 'User Manual' prepared by the Promoter, copies of documents inter alia such as all sanctions, permissions, licenses, clearances et cetera issued in favour of the said Promoter by various local / government /semi government bodies and relating to the rights of the Promoter to develop the said Land / Larger Land; and all other related documents as are specified under the Real

Estate (Regulation and Development) Act, 2016 and the Rules made thereunder, (said “**ACT**”); and the Allottee/s has satisfied himself about the plans, designs and specifications of said Apartment, title of the said Owners to the said Land/ said Larger Land, and Promoter’s rights to develop the said Land and to allot and sell the said Apartment.

22. The Allottee/s knowing well the above facts and having satisfied with the sanction plan, floor plan, specifications, designs, areas, location of the said Project, amenities, services, common area, title documents, sanctions, user manual, applied for allotment of residential Apartment bearing No. _____ of _____ type admeasuring _____ sq.mtrs. carpet area, along with enclosed balcony area admeasuring _____ sq.mtrs., cupboard area admeasuring _____ sq.mtrs., dry balcony area admeasuring _____ sq.mtrs., and attached terrace admeasuring _____ sq. mtrs. on _____ floor of _____ Building of said Project to be constructed /being constructed /constructed on the said Land, the Apartment is more particularly described in the **ANNEXURE- D** written hereunder and delineated in red in the floor plan which is also part of the said Annexure-D, with general specifications more particularly described in the **ANNEXURE-E** written hereunder, which Apartment is hereinafter referred to as the said “**APARTMENT**”. For the sake of convenience of registration a smaller image of the relevant floor plan of the building sanctioned by the Planning Authority is annexed as Annexure -D. A certified copy of the sanctioned plan is separately provided to the Allottee/s. The operations and maintenance services agreed to be provided by the Promoter through the Management Company are set out in the **ANNEXURE “F”** enclosed hereto (said “**SERVICES**”). The Promoter has agreed to provide certain common areas and amenities/facilities for exclusive common use only of all the Allottees of Residential Units of the said Project (said “**EXCLUSIVE RESIDENTIAL AMENITIES/ FACILITIES**”); certain common areas and amenities/facilities for exclusive common use of all the Allottees of the said Commercial Units of the said Project (said “**EXCLUSIVE COMMERCIAL AMENITIES/ FACILITIES**”) and certain common areas and amenities/facilities for common use of all the Allottees (both – residential and commercial) of the said Project (said “**COMMON AMENITIES/ FACILITIES**”), as enlisted in **ANNEXURE G1, G2 and G3..** A smaller image of present sanctioned plan delineating the said Buildings is annexed and marked as **ANNEXURE – H** respectively.
23. Upon the Allottee/s so making an application, the PPPL and the Management Company interviewed the Allottee/s in which process the Allottee/s represented and assured the Promoter and the Management Company that the Allottee/s is aware about the concept of the senior citizens housing and is ready to participate in the project and follow the rules and regulations of the Management Company and the condominium /co-operative housing society /legal entity as the case may be to be formed of the Apartment Allottees in the said Project (hereinafter referred to as the said “**Body Of Apartment Allottees**”;

24. The Promoter and the Management Company thereupon being satisfied in this behalf, the Promoter with absolute consent of the said Owners, agreed to allot to the Allottee/s the said Apartment at the price and on other terms and conditions hereinafter appearing.
25. Relying upon the said application the Promoter agreed to allot to the Allottee/s herein the said Apartment at the price and on the terms and conditions hereinafter appearing, and the Promoter issued to the Allottee/s an "Allotment Letter" dated _____ to that effect.
26. The Allottee/s having satisfied with the specifications of the said Apartment and with the above said title documents and sanctions inspected by him, agreed to purchase the said Apartment from the Promoter and the Promoter agreed to allot the same to the Allottee/s for and at the price hereinafter mentioned.
27. Prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs. -----/- (Rupees in words ----- Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
28. The Promoter has registered the project under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 with the Real Estate Regulatory Authority vide Registration No. P52100019099 Dated 04.01.2019, have been annexed hereto and marked as **Annexure I**.
29. Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
30. Simultaneously with execution hereof the Management Company and Allottee/s have executed a separate agreement of even date, in consonance with the said DM Agreement, by which the Allottee/s have *inter alia* consented to the contents of the said DM Agreement (said "**SERVICE AGREEMENT**").
31. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the said Apartment and the parties hereto

therefore have executed this Agreement for sale to witness the terms and conditions thereof and in compliance with Section No.13 of the said Act, as under. It is hereby clarified that, as recited above, this agreement is meant only for the said Residential Units :-

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

- 1) The Promoter shall construct on the said Land the said Buildings as tabulated below and in accordance with the plans, designs and specifications as approved by the Planning Authority from time to time as under.

SR. NO.	BUILDING NUMBER	PARTICULER OF FLOORS
1	“G”	Ground (Stilt) Parking Floor + Upper Eleven (11) Residential Floor.
2	“H”	Grounds + Upper Eleven (11) Residential Floor.
3	“I”	Ground + Upper Twelve (12) Residential Floor

- 2) The Promoter with consent of the said Owners does hereby agree to sell, transfer and otherwise convey in the manner hereinafter mentioned, the said Apartment bearing No. _____, of _____ type, admeasuring _____ Sq. Mtrs. carpet area, along with enclosed balcony area admeasuring _____ Sq.Mtrs., cupboard area admeasuring _____ Sq.Mtrs., dry balcony area admeasuring _____ Sq.Mtrs. and attached terrace area admeasuring _____ Sq.Mtrs. on the _____ Floor of _____ Wing _____ Building unto and in favour of the Allottee/s herein subject to the terms and conditions hereof and the Allottee/s does hereby agrees to purchase the same from the Promoter for and at the consideration of Rs. _____/- (Rs. _____) including the proportionate price of the common areas and facilities appurtenant to the Premises, paid / to be paid in the manner provided hereunder.

- 3) The above said total consideration excludes Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST (Goods and Services Tax) and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the said Apartment and the above said total consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published /issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. The Promoter may charge the Allottee/s separately for any up-gradation /changes specifically requested or approved by the Allottee/s in fittings, fixtures and specifications and any other facility which have been done on the Allottee/s request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.
- 4) In consideration thereof the Allottee/s paid and/or agreed to pay the above said total consideration for the purchase of the said Apartment to the Promoter and the Promoter agreed to accept the same from the Allottee/s as per the Payment Schedule annexed hereto as **ANNEXURE – J**.
- 5) Subject to the terms of this Agreement and the Promoter abiding by the construction mile stones, the Allottee/s shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Schedule through A/c Payee cheque / demand draft only or online payment (as applicable) in favour of *“Abhinav Rainbow Developers and Promoters LLP COLLECTION A/C NO. 777705500503-”, IFSC Code – ICIC0000039 Bank, ICICI BANK, Ghole Road Branch, Pune*. The Promoter herein on due date / or on reaching aforesaid construction milestone / stage as mentioned in the said Annexure-J shall intimate the amount payable in writing or by digital E-mail to the Allottee/s and the Allottee/s shall make payment of such due amount to the Promoter within seven days from the date of such intimation. The Allottee/s herein specifically agrees that he/she/they shall pay the total consideration along with the service tax, VAT, GST and such other applicable taxes.
- 6) The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/s as per the aforesaid Annexure - J. The

provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

- 7) The Promoter shall confirm the final carpet area, enclosed balcony area cupboard area, dry balcony area, attached terrace area that has been allotted to the Allottee/s after the construction of the said Buildings is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, enclosed balcony area, cupboard area (if any), dry balcony area, attached terrace area and utility area, subject to a variation cap of three percent. The total price payable for the said Apartment shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area, enclosed balcony area, cupboard area, dry balcony area, attached terrace area and utility area, within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area, enclosed balcony area, cupboard area, dry balcony area, attached terrace area and utility area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.
- 8) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 9) Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as specified in the Rules of the said Act with monthly rests, on all amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the Allottee/s from time to time or on completion of the said Project/Apartment, and the Allottee/s has/have agreed to pay the same as and when demanded before the possession of the said Apartment.

10) (a) Without prejudice to the right of Promoter to charge, and the Allottee/s liability to bear and pay, interest in terms of above mentioned clause, on the Allottee/s committing default in making payment, on due date for payment thereof, of any amount due and payable by the Allottee/s under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three such defaults in making payment (whether consecutive or non-consecutive), the Promoter may at its sole option, terminate this Agreement. In this regard the following shall apply in relation of payments by Allottee/s, that is:

(i) The Promoter shall issue a "Demand Letter" to the Allottee/s requiring payment of any amount, liability, tax, or installment of the purchase price and consideration under this Agreement, and which is due and payable by the Allottee/s. Such Demand Letter shall be dispatched by R.P.A.D. and also by e-mail in the manner provided in clause 50 of this Agreement. The Allottee shall be deemed to have received the Demand Notice on the expiry of seven days from the date of its dispatch as aforesaid;

(ii) Non-payment or delayed payment by the Allottee/s of any amount demanded under a Demand Letter, in the period for payment stipulated in such Demand Letter shall be and be deemed to be a breach and default by the Allottee/s. In the event any reminder letter/s, to a Demand Letter, is/are dispatched by the Promoter and the Allottee/s is in breach and default thereof, the Allottee/s shall be and also deemed to be in a continuing breach and default of such reminder letter.

Upon the Allottee/s committing three such defaults (whether consecutive or non-consecutive) within the period specified in the Demand letter and/or any of the reminder letter of notice, the Promoter will give notice of 15 (fifteen) days in writing to the Allottee/s (which will be dispatched to the Allottee/s by R.P.A.D. and also by e-mail in the manner provided in clause 50 of this Agreement) of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions on account of which it intends to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter before laps of the notice period, then at the end of such notice period, the Agreement shall stand cancelled and the Promoter shall be entitled to deal with the said Apartment with another prospective buyer. The Promoter will call upon the Purchaser to execute and register Deed of cancellation.

(b) For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part or on the part of the Promoter, desire to terminate this agreement/ transaction in respect of the said Apartment then, the Allottee/s

herein shall issue a prior written notice to the Promoter informing the intention of the Allottee/s to terminate this Agreement and on such receipt of notice the Promoter herein shall be entitled to deal with the said Apartment with prospective buyers. Within 15 (fifteen) days of receipt of such notice of Allottee/s of his intention to terminate this Agreement, the parties hereto shall execute and register suitable Deed of Cancellation cancelling this Agreement.

(c) If this Agreement is terminated in any of the circumstances referred to in sub-clause (a) or (b) hereinabove and the Parties have executed the Deed of Cancellation as referred to therein then, the Promoter shall refund the amount till then received from the Allottee/s without any interest thereon, by deducting; (i) an amount of Rs. 1,00,000/- (Rupees One Lac Only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on amount overdue from the Allottee/s, (ii) the stamp duty, registration charges, cost of extra work etc. (iii) the amount of Service Tax, VAT, GST, LBT or any other taxes, and (iv) brokerage/referral amount paid/ interest, if any paid to financial institution on the Allottee/s behalf etc., only out of funds received from subsequent Allottee of the said Apartment.

(d) It is specifically agreed between the parties hereto that, if the transaction in respect of the said Apartment between the Promoter and Allottee/s herein terminated as stated hereinabove then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said Apartment, shall stand automatically cancelled and either party shall have no right, title, interest or claim against each other.

- 11) The Promoter shall have first and permanent lien and charge upon the said Apartment and the right, title and interest of the Allottee/s therein for all moneys due and payable by the Allottee/s to the Promoter under this agreement.
- 12) The Promoter shall construct on the said Land the said Buildings in accordance with plans, designs and specifications as seen and approved by the Allottee/s prior to the execution of this agreement and duly approved by the Planning Authority with such variations and modifications as the Promoter in their absolute authority may consider expedient. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the said Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

- 13) The Promoter hereby agrees to observe, perform and comply with all terms, conditions, stipulations and restrictions, if any, which have been imposed by the public bodies, various Govt. departments, authorities, including Planning Authority at the time of sanctioning the building plans or thereafter. The Promoter shall, before handing over possession of the said Apartment to the Allottee/s obtain from the concerned local authority completion / occupation certificate in respect inter alia of the said Apartment. The terms, conditions, stipulations and restrictions imposed by the concerned authorities (including environment) at the time of sanctioning the building plans or thereafter shall also be binding on the Allottee/s herein and all Allottees of the said Project and the said Body Of Apartment Allottees, as far as they are applicable to them.
- 14) The covenants relating to the procedure of possession as agreed by and between the parties to this Agreement are as follows:-
- a. The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of this Agreement. Subject to receipt of total consideration and dues of the Promoter and taxes thereon are paid by the Allottee/s in respect of the said Apartment, in terms of these presents, the Promoter, based on the approved plans and specifications, assures to handover possession of the said Apartment on or before 31/12/2022. Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee/s and the Promoter for giving possession of the said Apartment on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration.

Further if the completion of building in which the Apartment is to be situated is delayed on account of –

- (i) War, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project (“Force Majeure”).
- (ii) Extension of time for giving possession as may be permitted by the Regulatory Authority under the said Act for reason where actual work of said Project /Building could not be carried by the Promoter as per sanctioned plan due to specific stay or injunction orders relating to the said Project from any Court of Law, or Tribunal, Competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

- b. If, however, the completion of the said Project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Promoter to implement the said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee/s the entire consideration amount received by the Promoter from the Allottee/s, within 30 days' from the date of cancellation of this Agreement on part of the Allottee/s . After any refund of the money paid to the Allottee/s, Allottee/s agrees that he/she/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.

Further the Allottee/s agrees not to raise any objection and agrees to make payment of all installments as per the work progress even if the Promoter completes the building substantially earlier than the aforesaid date.

- c. The Promoter herein is developing the said Project common amenities and facilities more particularly enlisted in the Annexure G1, G2 and G3 , the construction /development of the same will be completed in due course along with the completion of construction of the said Project. The Promoter assures to hand over possession of the common amenities and facilities at the time of possession of the said apartment to the Allottee/s The Allottee/s herein agree and convey that he/she/they shall not be entitled to refuse to take the possession of the said Apartment on the ground of non-completion of aforesaid common amenities.
- d. The Allottee/s further agree that even where 'substantial completion' of works has been done and after receiving Occupancy Certificate from the competent authority possession of the said Apartment shall be given. That substantial completion would mean works done that do not affect his use or occupation of his Apartment and he can cohabit in the said Apartment. However if the Promoter is not allowed by the Allottee/s or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the Promoter.

- e. The Promoter, upon obtaining the Occupancy Certificate from the Planning Authority shall offer in writing to the Allottee/s intimating that, the said Apartment is ready for use and occupation. The Allottee/s herein shall inspect the said Apartment in all respects to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the payment of total consideration and dues and taxes thereon to the Promoter as per terms and conditions of this Agreement and take the possession of the said Apartment within 15 days' from the date of written intimation issued by the Promoter to the Allottee/s herein. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agrees to pay the maintenance charges as determined by the Promoter /said Body Of Apartment Allottees, as the case may be. It shall be expressly agreed that wherever it is the responsibility of the Allottee/s to apply and get necessary services the same shall not be undertaken by the Promoter and the Allottee/s shall be solely responsible for the same.
- f. Upon receiving a written intimation from the Promoter as stated hereinabove, the Allottee/s shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings, possession agreement and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the Allottee/s. In case the Allottee/s fails or commits delay in taking possession of said Apartment within the time provided hereinabove, such Allottee/s shall be liable for payment of common maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Apartment and the Promoter shall not be liable for the maintenance, wear and tear of the said Apartment.
- g. After execution of conveyance of the Project in the name of Society it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas, to the said Body Of Apartment Allottees or the competent authority, as the case may be, as per the local laws. Further, that the Allottee/s has given his specific confirmation herein that the responsibility of title of the said Land be on the Promoter up and until the conveyance of the said Buildings /Phase /Wing and the said Land thereunder.
- h. Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the said Apartment; (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 Promoter on account of suspension or revocation of the registration under the said Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee/s, in case the Allottee/s 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, with the interest as specified in the Rules of the said Act within 30 days including compensation in the manner as provided under the said Act. Provided that where if the Allottee/s does not intend to withdraw from the said Project, the Promoter shall pay the Allottee/s interest as specified in the Rules of the said Act on all amounts paid by the Allottee/s, for every month of delay, till handing over of the possession of the said Apartment.

- 15) Time is an essence of this Agreement for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said Project and handing over the said Apartment to the Allottee/s and the common areas to the said Body Of Apartment Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided hereinabove ("Payment Schedule " above for brevity).
- 16) If within a period as specified in the Rules of said Act, the Allottee/s from the date of handing over the said Apartment or within 15 days from the date of intimation by the Promoter to take the possession of the said Apartment whichever is earlier, brings to the notice of the Promoter any structural defect in the said Apartment or the building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of services, then wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Apartment /phase / wing and in specific the structure of the said Apartment / Wing / Phase of the said Buildings which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the

written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of said Apartment by the Occupants, vagaries of nature etc.

That it shall be the responsibility of the Allottee/s to maintain his Apartment in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Apartment are regularly filled with white cement /epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the Promoter to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment/Building/Phase/Wing, and if the annual maintenance contracts are not done /renewed by the Allottee/s the Promoter shall not be responsible for any defects occurring due to the same. That the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartments and the common Project amenities wherever applicable.

That the Allottee/s has been made aware and the Allottee/s expressly agrees that the regular wear and tear of the said 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 of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

Provided further that any deviation in usage /maintenance of the said Apartment in contravention to User Manual shall amount to default on part of the Allottee/s towards proper maintenance of the said Apartment/Building/Phase/Wing and the Allottee/s shall not be entitled to claim any compensation against defect liability from the Promoter.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the said Apartment / Phase/Wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. Further the 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 Buildings or any part thereof to view and examine the state and condition thereof.

Howsoever for the purpose of defect liability on towards the Promoter, the date shall be calculated from the date of handing over possession to the Allottee/s for fit-outs and interior works or within 15 days from the date of intimation of possession of the said Apartment by the Promoter whichever is earlier and that the said liability shall be those responsibilities which are not covered under the maintenance of the said Apartment/Building/Phase/Wing as stated in this Agreement. That further it has been agreed by the Allottee/s that any damage or change done within the said Apartment sold or in the Building/Phase/ Wing done by him/them or by any third person on and behalf of the Allottee/s then the Allottee/s expressly absolves the Promoter from the same.

17) The Promoter hereby represents and warrants to the Allottee/s as follows:

- i. The Promoter has clear and marketable title with respect to the said Land; as declared in the title certificate /report annexed to this agreement and the Promoter has requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the said Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project;
- iii. There are no encumbrances upon the said Land or the said Project except those disclosed in the title certificate /report;
- iv. There are no litigations pending before any Court of law with respect to the said Land or said Project except those disclosed in the title certificate /report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Land and said Buildings/wings are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project, said Land and said Buildings/wings shall be obtained by following due process of law and the

Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, said Land, Building /wings and common areas;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s 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 said Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement, other than the encumbrances mentioned in Title Certificate /Report.
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance as envisaged herein the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the said Body Of Apartment Allottees;
 - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received or served upon the Promoter in respect of the said Land and/or the Project except those disclosed in the title certificate /report.
- 18) The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the

Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter, the Management Company and/or the said Body Of Apartment Allottees.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.
- ix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- x. The Allottee/s shall observe and perform all the rules and regulations which the said Body Of Apartments Allottees 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 Buildings and the Apartments therein and for the observance and performance of the building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Management Company and/or said Body Of Apartments Allottees regarding the occupancy and use of the Apartment

in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. The Allottee/s shall not be entitled to claim possession of the Apartment until the Occupation /Completion Certificate is received from the local authority and the Allottee/s has paid all dues payable under this Agreement in respect of the Apartment to the Promoter and has paid the necessary maintenance amount/deposits, service tax, vat and other taxes payable under this Agreement.
- xii. Till the conveyance of the said Buildings and said Land as envisaged herein, the 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 Buildings and said Land or any part thereof to view and examine the state and condition and to carry out repair and maintenance work thereof.
- xiii. That the Allottee/s shall indemnify and keep indemnifying the Promoter against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee/s.
- xiv. That any nominated surveyor /architect appointed for specific purposes stated in this covenant the fees of which shall mutually decide by and between the Promoter and the Allottee/s and the same shall be paid by the Allottee/s as agreed mutually.
- xv. That nothing herein contained shall construe as entitling the Allottee/s any right on any of the adjoining, neighbouring or the remaining buildings /common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee/s to the Promoter in this regards.
- xvi. That the parking spaces shall be used only for the purposes of parking and in this regard the Allottee/s shall comply the norms of parking as specified in the said User Manual. This has been clearly made aware to the Allottee/s and same has been agreed by the Allottee/s to follow.

- xvii. The Allottee/s shall follow the instruction of the 'User Manual' given to him before allotting the said Apartment by the Promoter.
- 19) **(A)** Taking into account the specific and peculiar nature of the said Scheme being developed as "Athashri" meant for residence exclusively of senior citizen above age of 55 years, the Allottee/s agree, confirm, declare and covenants as under:
- a) Although the said Apartment can be owned by, inherited by, gifted to any person/s of any age, the said Apartment shall be occupied principally by senior citizen/s with or without their family-members.
 - b) The Management Company shall in consultation with the said Body of Apartment Allottees prepare norms to accept a licensee/ lessee in the said Scheme; which norms shall be followed by the Allottee/s strictly. The Allottee/s shall not give on lease or Leave and License basis the said Apartment without written consent of the Management Company. The Management Company shall be entitled to select the lessee/ licensee and shall be entitled to refuse to give such permission in accordance with the said norms.
 - c) The Allottee/s shall specifically mention in the deed of transfer /sale/leave and license/lease et cetera in respect of the said Apartment that all the applicable terms and conditions of this Agreement and those of the said DM Agreement and those of the said Service Agreement shall be binding on Licensee/ tenant /subsequent allottee.
 - d) Simultaneously with execution of this Agreement, the Management Company and the Allottee/s have executed the said Service Agreement. The Allottee/s shall at all times ensure that he/she/they shall duly abide by the terms and conditions as set out in the said Service Agreement. Further the Promoter undertakes that the said Body of Apartment Allottees within 30 (thirty) days of its formation shall execute an agreement with the Management Company in the same line as of the said Service Agreement and this Agreement, in respect of operations and maintenance of the common area and amenities/ facilities as enlisted in the Annexure G1, G2 and G3 (said "**O&M AGREEMENT**"). The Allottee/s -who is going to be member of the said Body of Apartment Allottees shall extend his/ her cooperation to the Management Company as well as the Promoter.
 - e) In case of transfer of the said Apartment by way of sell / assignment during the period of first three years from the date of offering the

possession of the said Apartment, the Allottee/s shall be liable to pay Rs. 25,000/- as transfer fee to the said Body of Apartment Allottees. In case during the period of first three years from the date of offering the possession of the said Apartment the Allottee/s gives the said Apartment on leave and license basis or on rental basis, the Allottee/s shall be liable to pay Rs. 2,500/- as transfer fee to the said Body of Apartment Allottees before entering into any agreement with the licensee or the tenant. It is absolute discretion of the Management Company to increase the transfer fee after the expiry of the period of the said three years. This condition shall be binding on each such transferee/s and shall be duly incorporated in the document /s evidencing every further transfer/s.

- f) In case the Allottee/s gives the said Apartment on leave and license / lease / rental basis, the licensee/ lessee of the Allottee/s shall be liable to pay an interest free deposit of Rs.50,000/- towards any expenses such as hospitalization, medical expenses of the licensee/ lessee that might be incurred in future by the Management Company. The said amount of interest free deposit payable by the Licensee / Lessee shall be subject to the increase at the discretion of the Management Company from time to time.
- g) The Allottee/s agree and acknowledge that neither the Management Company nor PPPL nor any of their respective affiliates or related entities or persons (**"THE PARANJAPE/ATHASHRI GROUP"**) is the owner, developer, sponsor of, and the Paranjape/Athashri Group has not made any guarantees whatsoever with respect to, the said Project, any component or element of the said Project or the apartments therein. PPPL (and not the allottees of units in the said Project) has been licensed the right to use the Brand Name "Athashri" and similar rights related thereto in connection with the marketing of the said Project pursuant to the said Brand Licensing Agreement.
- h) On expiration or earlier termination of the DM Agreement and/ or the Service Agreement as the case may be, the Promoter and/or the said Body of Apartment Allottees, as the case may be, shall be entitled to appoint a new management company to provide the maintenance and management services in relation to the common amenities and facilities enlisted in the Annexure G1, G2 and G3.
- i) The Allottee/s agree and acknowledge that he has applied for allotment of the said Apartment without relying upon any representation concerning any potential for future profit, any future appreciation in value, any rental income potential, tax advantages,

depreciation or investment potential and without relying upon any Paranjape/Athashri Group affiliation or any monetary or financial advantage. The Promoter shall be solely responsible for all obligations and liabilities of a “Promoter” under RERA or any applicable Law.

- j) Use of the Brand Name shall be limited to use of the approved name on signage on or about the Project, as approved by PPPL/ Management Company, and textual use of the approved name by individual purchasers of the Units, and their agents, solely to identify the address of the Project. No other use will be permitted of the Brand Name.
- k) The Allottee/s acknowledges and agrees that by applying for/acquiring the said Apartment, the Allottee/s acquires no right, title, ownership or interest in the Brand Name or the marks, logos or other trademarks, service marks, trade names, symbols, emblems, logos, insignias, indicia of origin, slogans and designs used in connection with the Brand Name, all of which belong to the PPPL.
- l) The Allottee/s and also all the persons claiming by, from, under or through the Allottee/s any of the rights under this Agreement conferred upon by the Promoter, shall be and remain bound inter alia by the DM Agreement, the said Service Agreement and this Agreement.
- m) The Allottee/s shall pay to the Management Company a sum of Rs. 5,00,000/- (Rupees five lakhs only) within 07 days on demand as interest-free maintenance deposit (said “**DEPOSIT**”) to be held by the Management Company. In the event of the rights, title and interests of the Allottee/s in the said Apartment, getting transferred to any third party either by sale, gift and/or otherwise howsoever, such transferee/s of the said rights, title and interests shall be liable to pay the Management Company such amount of interest free maintenance deposit as may then have been fixed by the Management Company and upon receipt of such amount from such transferee/s, the amount of deposit thus kept by the Allottee/s shall be refunded to the Allottee/s herein. The amount of the said Deposit shall either be deposited with itself by the Management Company or the same shall be invested by the Management Company in any bank or other secured investment/s as the Management Company shall deem fit and proper; at its own discretion.

- n) In the event, the Allottee/s fail to take possession of the said Apartment within 30 (thirty) days from written intimation (letter or e-mail) given by the Promoter and/or fails to pay to the Management Company, the Maintenance Deposit at the time of taking possession of the said Apartment from the Promoter, then in that event the Allottee/s shall be liable to pay to the Management Company an interest, calculated at the [9% (nine percent) per annum/per month] on the Maintenance Deposit amount, for the period commencing from the lapse of 30th day of abovesaid written intimation till the date on which the amount of the Maintenance Deposit stands deposited by the Allottee/s with the Management Company.
- o) The Management Company shall provide either through itself or other agencies of its choice without any interference on part of the Allottee/s or the said Body of Apartment Allottees, services viz. common area maintenance /housekeeping, hospitality, resident relation etc. as enlisted and detailed in the ANNEXURE-F (said **“SERVICES”**), for the said Project and residents thereof and monitor, control and look after the same, by utilizing the interest /returns on the above said investment for the required costs in that regard *inter alia* such as labour, material, annual maintenance contract et cetera. The maintenance /housekeeping services to be deployed/arranged and managed by the Management Company shall be limited to rendering various services listed Annexure – F, hospitality services to be provided by the Management Company shall be limited to arranging agency for food services in the designated dining area to the residents of the said Project.
- p) The Management Company shall give the said Services as enlisted and detailed in the ANNEXURE-F to the said Project and the residents thereof out of the interest/ returns of the said investment. Service tax, GST or any other tax payable if any in this regard shall be paid by the Management Company out of the interest/ returns of the said investment. The Management Company shall have right to increase the amount of the said interest free maintenance deposit depending upon the increase in cost of the services and maintenance activities and the same shall be binding on the members of the said Body of Apartment Allottees including the Allottee/s herein. While managing the maintenance of the common area and amenities/ facilities on behalf of the said

Body of Apartment Allottees, if there is any deficit, then the Allottee/s shall be liable to pay the said deficit as per demand of the Management Company till first General Body Meeting of the said Body of Apartment Allottees. After the first General Body Meeting of the said Body of Apartment Allottees, the said deficit amount will be paid by the Allottee/s to the said Body of Apartment Allottees and in turn the said Body of Apartment Allottees will pay the same to the Management Company on or before the 10th day of the month. In case of delay in making any payment to the Management Company, in any circumstances the Management Company shall be entitled to charge the interest at applicable rates for the delayed payment paid.

- q) Alternatively, at the option of the Management Company the said Deposit will be received in name of the said Body of Apartment Allottees. In such situation the bank account of the said Body of Apartment Allottees will be operated jointly by one representative of the said Body of Apartment Allottees and one nominee of Management Company. The Management Company shall be responsible to maintain books of accounts and other supporting documents including preparing budget and related services etc. For performing such obligation the Management Company will be entitled to charge monthly expenses to the said Body of Apartment Allottees at Rs. 150/- per Apartment per month or 10% of the total expenditure whichever is higher, for the initial period of 3 (three) years. After three years the abovesaid charges shall be escalated by 20% per three years.
- r) The Residents' Relations services to be rendered by the Management Company shall be limited to organizing medical check-ups, conducting various other activities for the welfare and well-being of the residents of the said Project. With a view to enable the Management Company so to arrange to provide such diverse services efficiently, the Management Company shall make such rules and regulations as the Management Company may deem fit.
- s) Capital expenditure of any kind *inter alia* such as for separate changes, repairs /renovation required to be carried out to any of the common structures in the said Project and/or in the said Apartment et cetera shall be carried out by the said Body of

Apartment Allottees at its own cost without involving the Management Company in any manner whatsoever in this behalf.

- t) The Management Company shall have absolute right to bar any person/s from entering upon the said Land if such person/s fail and/or neglect to duly abide by and follow the rules and regulations for the time being framed by the Management Company. In particular, the Allottee/s hereby agree/s that if the Allottee/s and/or any of the other occupier/s of the said Apartment becoming seriously ill or becoming a victim of any disease which is of contagious nature or which calls for specialized treatment and if the Management Company is of the opinion that other occupants of the said housing Project are likely to suffer on account of such illness or disease, the Management Company shall have full and absolute right and authority to ask the Allottee/s and/or such other occupant/s of the said Apartment to vacate the said Apartment and admit him/her to any available hospital /nursing home.
- u) The Management Company shall not be responsible and liable to provide services over and above the said Services to the Allottee/s or the said Body of Apartment Allottees. In case if the Management Company agrees to provide services over and above the said Services, the Management Company shall be entitled to charge fees/ remuneration at its own absolute discretion, to the Allottee/s and/ or the said Body of Apartment Allottees for the same; and the Allottee/s and/or the said Body of Apartment Allottees shall be liable to pay such fees/ remuneration to the Management Company. The Management Company would endeavor to charge such amounts only on actual utilization /enjoyment of such services by the respective residents. The Management Company in its absolute discretion shall have right to collect from the owner/s of each of the Apartments in the said Buildings a fixed amount if the number of vacant Apartments in the said Buildings make maintenance or all of the said services economically unviable. Further, the Allottee/s shall pay month to month minimum canteen charges as determined by the said Body of Apartment Allottees in consultation with the Management Company.
- v) The only rights hereunder being conferred upon the Allottee/s are the rights in respect of the said Apartment. The rights of the

Promoter in respect not only of the rest of the Apartments proposed as aforesaid to be constructed but also of all the open spaces remaining on the said Land, even after the execution hereof, remain unaffected. Consequently, although the plans and/or sales-literature shown by the Promoter to the Allottee/s prior to the execution hereof show certain amenities/facilities like Doctors room, Resident Manager's office, Dining area etc. out of the said Exclusive Residential Amenities/ Facilities as enlisted in the ANNEXURE – G1, being made available for the use and enjoyment of the residents of the said Buildings including the Allottee/s herein. The Allottee/s hereby agree/s to abide by all rules and regulations which may be made for and/or framed from time to time for use and enjoyment of various amenities and/or facilities that may be made available by the Promoter through the Management Company or any other legal entity.

- w) The Management Company shall be entitled to make rules / regulations / systems / procedures etc. and also amend same from time to time in order to carry out the aforesaid tasks efficiently. The Allottee/s doth/do hereby agree, declare and confirm that the Allottee/s and also all the person/s claiming by from under and/or through the Allottee/s any of the rights hereunder conferred upon the Allottee/s shall be bound inter alia by the rules and regulations framed from time to time by the Management Company and also by the rules and regulations from time to time framed by the said Body of Apartment Allottees. In the event however of any of the rules and/or regulations of the said Body of Apartment Allottees in any manner being contrary to and/or inconsistent with the rules and regulations framed by the Management Company, the rules and regulations framed by the Management Company shall prevail.
- x) It is clarified that even after execution of conveyance of the said Land, Apartments and formation of said Body of Apartment Allottees as is envisaged by this agreement, the rights to manage and operate services, amenities /facilities shall continue to vest in the Management Company. The said Body of Apartment Allottees of all Apartments in the said Project shall have no right to object to such management by the Management Company on any ground whatsoever.
- y) The amenities/ facilities/ utilities, rights of ways et cetera shall be enjoyed by said Body of Apartment Allottees of the said Land /Building and members thereof jointly, unless the Promoter has

provided otherwise. The Dinning, Doctor's room and Resident Manager's Apartment are provided to render service to the residents of the said Project. The Guest Rooms are provided for the Guests of the residents of the said Project with applicable charges. It is hereby agreed and confirmed by the parties hereto in respect of the said Resident Manager's Apartment, the Guest Rooms, Dinning and the Doctor's Room (collectively said "**PROMOTER'S PREMISES**") that:

- The Promoter will retain ownership of the said Promoter's Premises with itself.
- The property tax, property insurance and such other outgoings payable in respect of the said Promoter's Premises shall be paid and born by the Promoter which shall be reimbursed by Management Company towards license fees to the Promoter.
- Since the said Promoter's Premises is for the benefit of the allottees/ residents of the said Residential Units of the said Project, the Promoter shall not be liable to pay any maintenance charges or deposits to the the said Body of the Apartment Allotees or to the Management Company.
- The Promoter shall, immediately after obtaining completion certificate, execute a Leave and License Agreement in respect of the said Promoter's Premises in favour of the Management Company on license fees equivalent to the property tax, property insurance and such other outgoings payable in respect of the said Promoter's Premises, for an aggregate period of 12 (twelve) years and as may be extended by mutual consent .
- The Management Company shall maintain the said Promoter's Premises at its own cost. The Management Company shall be entitled to exclusively receive income generated out of the said Promoter's Premises.
- Like the Promoter, the Management Company too shall not be liable to pay any maintenance charges or deposits to the said Body of the Apartment Allotees.
- It is hereby clarified that the purchasers of the said Commercial Units shall not be entitled to use the facility of the said Dinning and the Guest Rooms and/ or ask the same either from the Management Company or from the said Society.

(B) The Promoter has appointed Management Company as the exclusive manager to manage the common area and amenities/ facilities as enlisted in the annexure G1, G2 and G3 by providing the said Services in accordance with the terms of and in the manner more particularly set out in the said DM Agreement. The parties hereto further agree, confirm and declare unto each other that:

- a) The appointment of the Management Company shall come into effect only on Completion of the said Project and the grant of the OC by the competent authority. Such appointment shall be for a minimum term of 3 (three) years at least.
 - b) AHPL shall provide an Ambulance as part of said Services, which shall be owned by AHPL. AHPL will continue to make available this ambulance till it is providing the said Services to the said Society and thereafter the Society may procure another ambulance at its own discretion and at its own cost.
 - c) In the event, the Allottee/s fail to take possession of the said Apartment within 30 (thirty) days from written intimation (letter or e-mail) given by the Promoter and/or fails to pay to the Management Company, the Maintenance Deposit at the time of taking possession of the said Apartment from the Promoter, then in that event the Allottee/s shall be liable to pay to the Management Company an interest, calculated at the [9% (nine percent) per annum/per month] on the Maintenance Deposit amount, for the period commencing from the lapse of 30th day of abovesaid written intimation till the date on which the amount of the Maintenance Deposit stands deposited by the Allottee/s with the Management Company.
- 20) The Allottee/s hereby agrees to pay the Promoter regularly every month on or before the tenth day of every month beginning from the month following the month in which the Promoter offers to give possession of the said Apartment to Allottee/s or in lump sum as may be decided by the Promoter, until the management of the said Land /or that of the said Buildings in which the said Apartment is situated is handed over to the said Body Of Apartment Allottees and thereafter to the said Body Of Apartment Allottees such proportionate share of the Allottee/s as may be determined by the Promoter or the said Body Of Apartment Allottees as the case may be towards (i) all rates, taxes and assessments, land revenue, electricity bills, water charges and water taxes and all other outgoings and impositions which may from time to time be levied upon or be payable in respect of the said Land and the said Buildings standing thereon to Planning Authority and/or any other authority, (ii) all other outgoings and expenses including insurance premium, provisions for depreciation and sinking

fund and all outgoings and expenses of management, upkeep, maintenance and repairs of the said Buildings standing on the said Land and the common lights, common sanitary and other utility services, garden and other services and amenities on the said Land and in the said Buildings including remuneration, salaries and wages of watchmen, supervisors, sweepers, gardeners and other persons employed for the aforesaid purposes or any of them and the collection charges in respect thereof and the Allottee/s shall not withhold any payment of the amounts demanded by the Promoter or the said Body Of Apartment Allottees under this clause on any ground whatsoever. The Allottee/s admit/s and confirm/s that he/she/they will be punctual for paying monthly contribution amount to Promoter or the said Body Of Apartment Allottees as the case may be.

- 21) The Allottee/s has inspected the sanctioned plans of the said Buildings of the said Project and the conditions stipulated therein by the Planning Authority and the Allottee/s and /or the said Body Of Apartment Allottees shall not raise any complaint / objections of whatsoever nature and shall abide by the same all time, and after having covenanted to that effect in favour of the Promoter, the Allottee/s has agreed to purchase the said Apartment from the Promoter.
- 22) The Promoter shall be responsible for getting water connection from Planning Authority and also responsible for creating internal water and drainage distribution system. However it shall be responsibility of the Planning Authority to actually supply adequate quantity of water to the said Project. The Promoter shall not be in any way responsible for non-supply or inadequate supply of water to the said Project.
- 23) The said Body Of Apartment Allottees to be formed shall alone be responsible for renewals *inter alia* of all permissions, sanctions, NOCs et cetera such as Fire NOC, Elevator NOC. Upon handing over the reins the responsibility and liability of the Promoter in this regards shall stand discharged absolutely. Provided, if any such liability of renewal even after conveyance is entrusted on the Promoter under any law all the Allottees /said Body Of Apartment Allottees shall reimburse /compensate the expenses as may be incurred by the Promoter in that regard.
- 24) The Allottee/s shall not use or permit to be used the said Apartment or any part thereof for any purpose other than purpose as allowed by Planning Authority at the time of sanctioning the plan of the proposed building or at any time thereafter.

- 25) The Allottee/s shall not let, sublet, transfer, assign or part with the possession of the said Apartment or any part thereof nor shall the Allottee/s create any lease, lien, mortgage, charge and/or any other encumbrances and/or third party interest in and/or any respect of the said Apartment or any part thereof and/or in respect of any of the rights hereunder conferred upon the Allottee/s in any manner whatsoever until entire consideration and all dues, taxes, VAT, service tax, GST etc. payable by the Allottee/s under this agreement are paid in full and only if the Allottee/s has/have not committed any breach of any of the term and condition of this agreement and without obtaining previous permission in writing of the Promoter or the said Body Of Apartment Allottees to whom the said Land and the building thereon may have been leased, assigned or transferred in the manner inter alia hereby envisaged.
- 26) After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has/have taken or agreed to take such Apartment.
- 27) If the Allottee/s is purchasing the said Apartment from the Promoter for investment purpose, then the Allottee/s shall be entitled to sell the said Apartment even during the construction stage to any person of own choice. The Promoter shall issue in his favor necessary No Objection Certificate to that effect and also shall co-operate the Allottee/s in that regard, provided i) the Allottee/s pays entire consideration amount to the Promoter before so selling the said Apartment, ii) the Allottee/s pays to the Promoter transfer charges solely determined by the Promoter and iii) the subsequent Allottee of the said Apartment absolutely consents to abide by all terms and condition of this Agreement for all purposes and unconditionally agrees to stand in the shoes of the Allottee/s. If the Allottee/s transfers / assigns the said Apartment in favour of the subsequent Allottee within stipulated period laid down by relevant law/s time being in force the Allottee/s / subsequent Allottee will be entitled to applicable discount, if any, by way of adjustment in the stamp duty payable on the transaction, subject to prevailing provisions of the Maharashtra Stamp Act, 1958.
- 28) The Allottee/s prior to the execution hereof has/have perused (a) all the documents under which the said Owners acquired the ownership rights in the said Land / Larger Land, (b) all the documents under which the Promoter

acquired development rights over the said Land and right to sell the Apartments constructed by the Promoter in the course of such development of the said Land and (c) all the orders, permissions and/or sanctions granted by the diverse authorities for such development of the said Land / Larger Land (d) the list of common amenities, facilities and services agreed to be provided at the said Project and are satisfied with the legality and adequacy of the same.

- 29) The Promoter hereby declares that as per the prevailing Development Control Regulation the total permissible FSI /TDR in respect of the said Land is 10550. 74 sq.mtrs. It is hereby declared that at present the FSI /TDR of 10540. 71 sq.mtrs. is sanctioned by the local authority on the said Project. The Allottee/s herein knowing well the above facts and having satisfied with the present and proposed sanction plan hereby tendered his/her/their express consent to the Promoter and no separate permission of the Allottee/s is required for the same.
- 30) If the Promoter plans to develop the balance land and/or property/ies adjacent to the said Land in future and sell for consideration the Apartments of the project of the balance land and/or adjacent property/ies, the Promoter shall have right to utilize the amenities *inter alia* like, water, water lines, water tanks, borewells, internal roads, necessary easements, electricity, MSEDCL lines, drainage connections open space, gas bank / gas lines / reticulated gas supply system etc. of the said Project for the proposed construction on the balance land and/or adjacent property/ies. The Allottee/s hereby gives their irrevocable consent to the Promoter for usage of the said amenities for construction on the balance land and/or adjacent property/ies and complete the construction of the adjacent Project/s.
- 31) The Conveyance of Title as envisaged under the Real Estate (Regulation and Development) Act, 2016 and rules there under in respect of the said Apartment shall be as under:
- i. The said Project shall be known and called as “**Athashri at Pebbles**”. It may be noted that PPPL has been duly licensed to use the brand name ‘Athashri’.
 - ii. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Maharashtra Ownership (Regulation of Promotion of Construction, Sale, Management and Transfer) Flats Act, 1963.

- iii. The nature of said Body Of Apartment Allottees in the said Buildings would be a Co-Operative Housing Society to be formed under Maharashtra co-opertative Societies Act, 1960 (said "**SOCIETY**"). The Allottee/s shall become member of the said Society and shall co-operate with the Promoter in that regard in all respect. Name of the said Society shall be decided by the Promoter/ Management Company at their sole discretion.
- iv. The Promoter and the said Owners shall execute and register conveyance of the said Land, the said Buildings and the said Common Amenities and Facilities of the said Project unto and in favour of the said Society, within a period of one year from the date of obtaining last occupancy certificate of the said Buildings. All expenses relating to such conveyance such as stamp duty, registration fees, legal fees and other incidentals shall be borne and paid exclusively by the Allottee/s. The Allottee/s shall give his No Objection if any change or modifications are made in draft bye laws of the said Society as may be required by concerned authority. The Allottee/s either individually or otherwise howsoever shall not be entitled to raise any objection/s of whatsoever nature in this behalf.
- v. Under no circumstances, the said Society shall not be entitled to such conveyance, unless entire amount of consideration or any other amounts of money payable by all the allottees of the said Project by the allottees either to the Promoter and/ or Management Company are actually paid by the allottees. However, in case the said Society or the allottees fail 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 said Society/ Allottee/s authorises the Promoter to withhold registration of conveyance deed in favour of the said Society till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee/s.
- vi. As recited hereinbefore the amenities/ facilities/ utilities, rights of ways et cetera shall be enjoyed by said Body of Apartment Allottees of the said Land /Building and members thereof jointly, unless the Promoter has provided otherwise. The Doctor's room and Resident Manager's room are provided to render service to the residents of

the said Project. The Guest Rooms are provided for the Guests of the residents of the said Project with applicable charges.

- vii. Notwithstanding anything contained anywhere in this Agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project as “**Athashri at Pebbles**” and building name will be same or as decided by the Promoter and further erect or affix Promoter’s name board at suitable places as decided by the Promoter herein on a building and at the entrances of the Project. The Allottee/s in the said Project /Building or proposed organization are not entitled to change the aforesaid Project name (except as provided in this agreement) and remove or alter Promoter’s name board in any circumstances. This condition is essential condition of this Agreement.
- 32) The Promoter shall give membership of the said Society to the Allottee/s only on receiving entire consideration and other dues and deposits from him. Further, the Allottee/s herein along with other Allottees of Apartments in the said Buildings shall join in forming and registering the said Society to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the said Society and for becoming a member, including the bye-laws of the proposed the said Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organisation of the allottees. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- 33) The Allottee/s hereby expressly acknowledge and admit that some of the Apartments in the said Project may not be sold at the time even after completion of construction or issuance of completion /occupation certificate by Planning Authority in which case the Promoter shall have the privilege and right to sell/allot such Apartments to any person/s as per its discretion any time in future. The Allottee/s shall always extend requisite co-operation to the Promoter for giving membership of the said Society to such new Allottee/s and such membership will be given by accepting only membership fee and no other consideration. Since the Promoter is holding those unsold Apartments with the intention to sell out the same to intending Allottees, the Promoter shall not be

liable to pay any maintenance charges of unsold Apartments to the c said Society and it is only the new Allottees of the unsold Apartments who shall be liable to pay the maintenance charges after purchase of their respective Apartments. The Allottee/s has/have agreed to such an arrangement and he/she/they shall scrupulously follow the same forever. This condition shall also be binding on Allottee/s and the said Society as envisaged herein.

- 34) The Allottee/s shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the following amounts :-
- (i) Rs. _____ for share money, application entrance fee of the said Society .
 - (ii) Rs. _____ for formation and registration of the said Society .
 - (iii) Rs. _____ for proportionate share of taxes and other charges/levies in respect of the said Society.
 - (iv) Rs. _____ for deposit towards Water, Gas, Electric, and other utility and services connection charges.
 - (v) Rs. _____ for deposits of electrical receiving and Sub Station provided in Layout
 - (vi) The Allottee/s shall pay to the Promoter a sum of Rs. _____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
 - (vii) Rs. _____/- (Rs. _____ only) (calculated @ the adhoc rate of Rs. _____ × carpet area plus enclosed balcony area plus cupboard area plus dry balcony area plus attached terrace area of the said Apartment × 12) on account of twelve months maintenance charges payable within 15 days from the date of letter of offering possession of the said Apartment to meet the common expenses i.e. common taxes, fees, electricity charges, all AMCs, sanitary and other utility services, garden and other services and amenities of the said Land and in the building standing thereon and the said Land including remuneration, salaries and wages of watchmen, supervisors, sweepers,

gardeners and other persons that may be employed for the aforesaid purposes or any of them and in respect thereof and the Allottee/s shall not withhold any payment of the amount demanded by the Promoter under this clause on any ground whatsoever. The Allottee/s hereby admits that aforesaid amount of maintenance is only indicative amount and actual amount that may be demanded by the Promoter may differ. In case actual expense exceeds the estimate the Promoter / the said Society shall be entitled to demand additional amount towards such short fall.

- 35) The Allottee/s admit/s and confirm/s that he/she/they will be punctual for paying contribution of maintenance charges amount to Promoter or to the said Society as the case may be. The Allottee/s shall not be entitled to any interest on sums so paid.
- 36) On conveyance as envisaged hereinabove, the above collected amounts shall be paid by the Promoter to the said Society.
- 37) The Allottee/s , 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 Allottee/s 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. The Promoter accepts no responsibility in this regard. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s 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 Allottee/s 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 Allottee/s only.

- 38) It is explicitly and irrevocably agreed, by the Allottee/s that this purchase by the Allottee/s is as Joint Tenants and not Tenants in common. Hence, in the event of death of any of the Allottee/s on receipt of intimation thereof with required evidencing documents, by the Joint Allottee, the name of such deceased Allottee/s shall be deleted and the ownership shall completely vest exclusively with Joint Allottee/s and to exclusion of any other heirs of such deceased Allottee/s. However it is explicitly made clear that if any claimant other than the executants in this Agreement claims, rights, title and interest in the said Apartment then it is the sole responsibility of the remaining Co-Allottees to settle dispute/disagreement in respect of this covenant and same has to be settled at the cost of the remaining Co-Allottees. The Promoter is not responsible in any manner whatsoever for cost & consequence.
- 39) Any delay tolerated, indulgence shown by the Promoter in enforcing the terms of this Agreement or for any forbearance or giving of time to the Allottee/s by the Promoter shall not be considered or construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.
- 40) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Land and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter until the conveyance as envisaged hereinabove.
- 41) The Allottee/s shall not at any time demand partition of his/her/their interest in the said Apartment and/or in the said Land/ Buildings prior to the conveyance as envisaged herein and it is hereby agreed and declared that the interests of the Allottee/s in the said Apartment and/or in the said Land and in the said Buildings are impartible and it is agreed that the Promoter shall not be liable to execute and/or cause to be executed any conveyance or any other document in respect of the said Apartment in favor of the Allottee/s except as is herein expressly provided.
- 42) All direct and indirect taxes as imposed/ to be imposed by the government, semi-government, local authorities, any statutory body, et cetera in respect of

the said Land/Building and/ or the said Apartment and/ or this Agreement and/ or this transaction shall be borne and paid exclusively by the Allottee/s. The Allottee/s hereby undertake to indemnify and keep the Promoter indemnified all the time and keep the Promoter harmless from all losses that may be suffered by the Promoter on account of non-payment and/ or delayed payment inter alia of maintenance charges, contributions, taxes, levies, outgoings et cetera and other defaults, or any breach of terms and conditions of this Agreement on part of the Allottee/s.

- 43) By reasons of any judgment of court of law or amendment to the constitution or enactment or amendment of any other Central or State Laws at present in force or under law(s) that may come in force in future, if the transaction under this Agreement is held liable now or any time in future, to taxes such as GST (Goods and Services Tax), Sales Tax, Service tax, Value Added Tax, Works Contract Tax et cetera under concerned Acts/ Rules/ Legislations et cetera, as a sale or otherwise, either wholly or in part any inputs or material or equipments used or supplied in execution or in connection with this transaction, such taxes shall be exclusively payable by the Allottee/s on demand at any time without rendering either the Promoter and/or the said Owners liable in this behalf in any manner whatsoever. In such an event the Promoter shall have the right to recover/ collect, such tax(es), duties by the Allottee/s.
- 44) The use of brand /trademark i.e. "Athashri" is being used by the Promoter under a said DM Agreement with PPPL . The said DM Agreement is part of the Title documents supplied to the Allottee/s. The responsibility of PPPL shall be restricted to the responsibility mentioned under the aforesaid brand / trademark agreement.
- 45) The Allottee/s hereby agrees that till the management of the said Buildings of the said Project is handed over to all the Allottees participating in the said Project, the Promoter shall be entitled to look after day to day maintenance of the said Project/Building to be constructed on the said Land. The Allottee/s hereby agrees to authorize the Promoter to act as a chief promoter /designated authority of the said Project, open bank account in the name of the said Project and operate the same through nominees in capacity of chief promoter/designated authority, to demand and receive amount of contribution from all the Allottees including Allottee/s herein for a period of twelve months from now and also for such further period thereafter till the entire charge of maintenance activities of the said Project is handed over to the said Society, deposit the contribution amount in the bank account, to spend and apply the amount so collected from all the Allottees for maintenance, housekeeping and

essential common areas and amenities/facilities/utilities and such other purposes the Promoter thinks proper from time to time, to keep accounts of the amounts spent for maintenance, to carry on all the above activities even after lapse of twelve months from now till Promoter hands over entire charge of maintenance of the said Project /Building to the said Society. The Allottee/s hereby agrees to pay the Promoter on demand, additional amount payable of contribution after lapse of said twelve months till the Promoter hands over the entire charge of the said Project /Building to the said Society..

- 46) For the purpose of this transaction the Promoter has relied on the representations of the Allottee/s that the amount of total consideration in respect of the said Apartment and said Deposit payable by the Allottee/s to the Promoter and to the Management Company or portion thereof is not originated from any proceeds of crime as envisaged under the provisions of Prevention of Money-Laundering Act, 2002 / Benami Transactions (Prohibition) Amended Act, 2016 amended up-to-date, and rules thereunder.
- 47) The Allottee/s has willingly participated in the said Project of the Promoter and Allottee/s shall pay to the Promoter the agreed total consideration and other deposits or outgoings punctually and diligently. The Allottee/s hereby indemnify the Promoter from all losses that may be incurred by the Promoter on account of such non /delayed payment and Allottee/s hereby indemnify to keep the Promoter harmless and free from such losses.
- 48) The Promoter shall not be responsible for the consequences arising out of change in law or change in Municipal and other law, rules, regulations etc.
- 49) All notices to be served on the Allottee/s in connection with this Agreement shall be deemed to have been duly served on the Allottee/s if sent to any one of the Allottee/s by Registered Post/ Speed Post / E-mail at following address:

Name & Address of Allottee/s:

Notified Email ID: _____

- 50) All notices to be served on the Promoter in connection with this Agreement shall be deemed to have been duly served on the Promoter if sent by Registered Post/ Speed Post at their following address:

Name of Promoter:

ABHINAV RAINBOW DEVELOPERS AND PROMOTERS L.L.P.

CTS No. 927, Office No. 302, 3rd Floor, Sanas Memories,
F.C. Road, Pune - 411004

Notified Email ID: sales@pebblespune.com

- 51) It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be. Further, that in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.
- 52) The Allottee/s hereby agree, declare and confirm that:
- (a) That there is a Sai Temple in the South-East corner of Pebbles II (as shown in the Layout Plan annexed herewith). The members of Building Nos. G to I and K, will have access to Sai Temple only from the internal road adjacent to the said Sai Temple. The other internal roads of PebblesII are restricted to the members of Building Nos. G to I and K.
 - (b) That the members of Pebbles II including the said Project will have access to the Building Nos.G to I and K only from the internal road adjacent to the said Sai Temple. The members of Pebbles II including the said Project are restricted to access through the other internal roads to approach the Building Nos. G to I and K except through the internal road adjacent to the said Sai Temple.
 - (c) If the Promoter plans to develop the balance land and/or property/ies adjacent to the said Land in future and sell for consideration the

Apartments of the project of the balance land and/or adjacent property/ies, the Promoter shall have right to utilize the amenities *inter alia* like, water, water lines, water tanks, borewells, internal roads, necessary easements, electricity, MSEDCL lines, drainage connections open space, gas bank / gas lines / reticulated gas supply system etc. of the said Project for the proposed construction on the balance land and/or adjacent property/ies.

- (d) The Promoter shall have every right to avail loan in future if required for completion of the said project.

- 53) The Allottee/s shall pay adequate stamp duty, registration charges and present this Agreement at the proper registration office within the time limit prescribed by the Registration Act and the Allottee/s and the Promoter shall attend such office and admit execution thereof.
- 54) Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule /Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.
- 55) The Allottee/s and/or the said Society to be formed as envisaged under this Agreement, shall follow and comply *inter alia* all rules, regulations, conditions, etc. imposed by all the laws, statutes, boards and policies, inter alia such as i) Water (Prevention and Control of Pollution) Act 1974, ii) Air (Prevention and Control of Pollution) Act 1981, iii) Environment (Prevention and Control of Pollution) Act 1986, iv) H.W. (M & H) Rules, v) Maharashtra Pollution Control Board, vi) Public Liability (Insurance) Act, 1991, vii) Maharashtra Regional and Town Planning Act, 1966, viii) Maharashtra Land Revenue Code ix) DC Rules, and all concerned laws applicable for time being in force etc. and notifications,

circulars thereunder, published by concerned government authorities / departments. Provided further that where the Promoter is required to carry out certain obligations under any of the aforesaid Acts the Allottee/s and / or the said Society to be formed as envisaged under this Agreement, shall co-operate and compensate the Promoter against the expenses as may incurred by the Promoter for such compliance.

- 56) Provided that any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS), as may be required under the present Income Tax Act, 1961, under section 194IA, read together with the Income Tax Rules, 1962, as per present prevailing law or such other Acts that may be introduced or substituted for the Income Tax Act, 1961 whether called the Direct Tax code or by such other name, to govern the deduction and payment of the TDS in respect of purchase of Immoveable property, while making any payment to the Promoter under this Agreement shall be acknowledged / credited by the Promoter to the account of the Allottee/s, only upon Allottee/s submitting the Original certificate, evidencing deduction and payment of such tax deducted at source as may be prescribed by the Law and rules governing the deduction of TDS, presently Income Tax Act, 1961 and the Income Tax Rules, 1962. Further such credit shall be subject to, confirmation of the amount so deducted reflecting in the TDS/Tax credit account of the Promoter, presently reflected in form 26AS as prescribed under the present prevailing laws or such other forms/certificates that may be prescribed in future to acknowledge credit of taxes paid or deducted on behalf of the Promoter on the website of the Income tax Department or of any agency so appointed by the Income tax department or relevant authorities as the case may be to manage, govern or regulate the collection and deduction of Income tax. Provided further that at the time of handing over the possession of the said Apartment if any such certificate(s) has not been produced or submitted by the Allottee/s to the Promoter, the Allottee/s shall pay/deposit an equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee/s producing such certificate(s) within 4 months of taking possession of said Apartment. Provided further that in case the Allottee/s fails to produce such certificate(s) within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the sum(s)/dues receivable from the Allottee/s.
- 57) In case the Allottee/s mortgages the said Apartment to any financial institution it shall be the sole responsibility of the Allottee/s herein to handover the original Agreement and Deed of Apartment of the said Apartment as and when executed and registered to the financial institution. The Allottee/s agrees to do so without

holding the Promoter responsible for the same and not to deal with the said Apartment without prior permission and consent of the financial institution during pendency of the charge.

- 58) The Promoter shall before handing over possession of the said Apartment to the Allottee/s and in any event before execution of a conveyance make full and true disclosure of the nature of his title to the said Land as well as encumbrances, if any including any right, title, interest or claim of any party in or over the said Land /Building and shall as far as practicable, ensure that the said Land /Building is free from all encumbrances and that the said Owners /Promoter have absolute, clear and marketable title to the said Land /Building so as to enable him to convey the same to the ultimate Allottee/s.
- 59) 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.
- 60) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes. Further, the Allottee/s agree that they shall not object to any easement rights that need to be given to any person in and around the said Project and shall neither object to any such proceedings of land acquisition undertaken by the a government agency including any compensation / benefit given to the Promoter in turn for which no conveyance has occurred to the ultimate body of apartment allottees expressly stated in this Agreement and for which no consideration is specially dispensed by the Allottee/s to the Promoter for the same; save and except his right to enjoy and use the Apartment purchased by him and any other rights given by the Promoter to the Allottee/s for which consideration has been dispensed.
- 61) 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.

- 62) Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottees in said Project, the same shall be in proportion to the carpet area plus enclosed balcony area plus cupboard area plus dry balcony area plus attached terrace area of the said Apartment to the total carpet area plus total enclosed balcony area plus total cupboard area plus total dry balcony area plus total attached terrace area of all the Apartments of the said Project, such area is called as Sharing area.
- 63) 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.
- 64) The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s herein. After the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.
- 65) Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
- 66) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the 'Pune Courts' will have the jurisdiction for this Agreement.
- 67) This Agreement may only be amended through written consent of the Parties.
- 68) The said Owners have given their absolute consent to this Agreement without any reservations. The Management Company has joined in the execution of this Agreement in order to express its responsibilities towards the Allottee/s and the said Society to be formed under the terms and conditions of this Agreement.

- 69) The Allottee/s acknowledges receipt of the set of latest Village Form No.VII/XII and Search Report and Title Opinion by the Advocate of the Promoter and agrees that the contents of the said Search Report and Title Report shall be binding on him/her/them.
- 70) It is hereby clarified that all the parking spaces available in the said Project (except the 13 open number of parking spaces along drive way) shall be available for exclusive common use of all allottees of the said Residential Units; and the same shall be handed over by the Promoter to the said Society without receiving any additional consideration therefor. The abovesaid 13 parking spaces along the drive way shall be used exclusively by the allottees of the said Commercial Units.
- 71) A photo copy of the board resolution in respect of the appointment of the Authorised Signatory is annexed and marked as **ANNEXURE-K**.
- 72) The cost of Stamp Duty, Registration fees and other incidental and ancillary cost in respect of this Agreement have been as agreed, exclusively borne and paid by the Allottee/s.

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STAMP DUTY CALCULATION

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SCHEDULE – I (DESCRIPTION OF LARGER LAND)

All that piece and parcel of the lands admeasuring **5 H. 95.59 R.**, situated at **Village** Mtrs. Road, 270/1/A/2 Non Agricultural Land, 270/1A/3 Amenity Space, 270/1/A/4 Open Space No.3, 270/1A/5 HEMRL Area, 270/1/A/6 Open Space No.1, 270/1/A/7/OpenSpace No. 2 under subject matter of Larger Property and Boundaries is as under:-

On or towards East	: By Part of land bearing S. No. 317
On or towards South	: By TP Road,
On or towards West	: By Land bearing S. No. 274,
On or towards North	: By Land bearing S. No. 289 and Part of land bearing S. No. 316.

SCHEDULE – II
(DESCRIPTION OF THE SAID LAND)

All that property bearing S.No. 270/1/A/3/Amenity Space Land admeasuring 8792.28 Sq.mtrs, , situated at village Bavdhan Bk.,Tal. Mulshi,within the Regsitratrion District Pune, Sub-Registration District Haveli, and within the limits of Grampanchayat Bavdhan Bk, Taluka Panchayat Mulshi, Zilla Parishad Pune out of the said Larger Property mentioned in SCHEDULE-I and Boundaries is as under:-

On or towards East	: By Land bearing S.No. 319
On or towards South	: By 18 Mtrs. TP Road
On or towards West	: By Land bearing S. No. 272 (part) and 273(part),
On or towards North	: Property owned by Abhinav Rainbow Developers and Promoters

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Annexures

- A. (A1)N.A. Order; (A2) Commencement Certificate
- B. 7/12
- C. Title Certificate
- D. Description of the said Apartment and floor plan
- E. General specifications of the Apartment
- F. List of Services to be given by the Management Company to the Residential Units
- G. (G1) Exclusive Residential Amenties/ Facilities; (G2) Exclusive Commercial Amenties/ Facilities (G3) Common Amenties/ Facilities;
- H. Sanctioned Plan
- I. RERA registration certificate of the Promoter
- J. Payment Schedule
- K. Board Resolutions

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seals on the day and year first herein above mentioned.

SIGNED AND DELIVERED By M/s. Abhinav Rainbow Developers and Promoters LLP through its Partner as a Promoter and Constituted Power of Attorney Holdeer of said Owner No.1 to 5 1) Mr.Shamkant Jagannath Shende 2) Mr. Sunil Popatlal Nahar	Photo	Thumb
SIGNED AND DELIVERED By the within named Purchaser/Allottee/s 1) ----- 2) -----	Photo	Thumb
SIGNED AND DELIVERED By Athashri Homes Pvt. Ltd. Through its authorised signatory ----- --		

In presence of

1. Signature : -----

Name : -----

Address : -----

2. Signature : -----

Name : -----

Address : -----

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ANNEXURE – D

Description of the Apartment and the Floor Plan

Apartment No. _____ on _____ floor of ‘ _____ ’ Wing/Building _____ having carpet area of about _____ Sq. Mtrs., enclosed balcony admeasuring _____ Sq. Mtrs., cupboard area admeasuring _____ Sq.Mtrs., dry balcony area admeasuring _____Sq.Mtrs., and attached terrace / of the said Project.

NOTE:

1. "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 or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment, internal columns / shear walls embedded as a part of internal partition walls are included in carpet area.
2. In case of terrace(s) /balcony(ies) the area may be less than the aforesaid area on account of service lines i.e. water, drainpipe, electrical, gas pipe etc. of the building passing through the terrace(s) /balcony(ies). No deductions shall be made of such reduced area.

3. Smaller image of the relevant floor plan of sanctioned plan is attached herewith and the Allottee/s is satisfied about the same. The Allottee/s hereby acknowledges receipt of the separate set of the plan sanctioned by planning authority.

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ANNEXURE – E

General Specifications of the Apartment

FLOORING AND DADO WORK

- Anti-skid tile flooring in all rooms.
- Anti-skid tile flooring in all toilets
- Color glazed dado tiles above cooking platform up to 2'0" above kitchen platform
- Color glazed dado tiles up to lintel level in toilets.

KITCHEN

- Cooking platform with granite top and stainless steel sink.
- Gas leakage detector
- Reticulated piped gas provision in kitchen.

DOORS

- Wooden door frames for all door frames except toilet doors.
- Main door with flush door shutters.
- Flush door shutter for all internal rooms and for master toilet.

WINDOWS

- Powder coated aluminium sliding windows with mosquito net & m.s. safety grills
- All windows & ventilators with granite sills/ only bottom sills.

PAINTINGS AND FINISHES

- Plastic emulsion paint to all internal walls and ceilings.
- Acrylic paint on exterior walls.

ELECTRICAL AND PLUMBING

- Electrical and plumbing provision for water purifier in kitchen.
- Electrical and plumbing provision for water heater and exhaust fans in all toilets.
- Hot and cold mixer/diverter in all toilets.
- Shower seat in master toilet
- All toilets with grab bars.
- Concealed electrical wiring with modular switches.

- Concealed plumbing with premium C.P. Fitting
- A.C. Point in master bed.
- T.V. Point in living room and master bedroom
- Telephone point in living and bedroom.
- Electrical and Plumbing provision for washing machine
- Generator backup to lifts, water pumps and common lights.
- Limited generator backup to every flat.
- Alarm bell / panic chord facility in master toilet & panic switch in bedroom.
- Video door phone
- Foot light in master bed
- Solar water heater provision for Master toilet.

Annexure F

(List of the said Services)

1. Arranging security services for the said Project
2. Arranging cleaning and upkeep of the Common Area of the said Project
3. Arranging upkeep of common garden/s of the said Project
4. Arranging for AMC for equipment installed by the Promoter for the said Project such water pumps, elevators, generators
5. Arranging payments of monthly electricity billing of the Common Area of the said Project
6. Arranging payments of taxes and maintenance charges collected by the said Society from its members/ residents
7. Recurring annual maintenance and running charges for the ambulance
8. Arranging for canteen/ food service.

It is hereby agreed, declared and confirmed by the parties that:

- The services at Sr.No. 1 to 6 shall be provided by the Management Company to the entire of the said Project i.e. both to the purchasers/ residents of the said Residential Units and the purchasers of the said Commercial Units, at the cost of the said Society; And
- The services at Sr.No. 7 and 8 shall be provided by the Management Company exclusively to the purchasers/ residents of the said Residential Units, at the cost of the said Society; and the purchasers of the said Commercial Units shall not be entitled to use the same and/ or ask the same either from the Management Company or from the said Society.

ANNEXURE-G1
Exclusive Residential Amenities / Facilities

- Gymnasium
- Multipurpose hall cum Indoor games area
- Physiotherapy Room
- Open Library
- Resident Manager's Office
- Swimming Pool with Jacuzzi and changing Rooms
- Stretcher Lift
- 24X7 Security
- Outdoor landscape with following areas:
 - Pickle Ball Court
 - Community Farming
 - Tree Orchard
 - Barbeque Station
 - Lawn with stage area
 - Sitting Courts
 - Pathway
 - Outdoor exercise area

It is hereby reiterated by the Parties that the said Exclusive Residential Amenities/ Facilities are available only for the allottees of the said Residential Units and shall not be available to the allottees of the said Commercial Units.

ANNEXURE-G2

Exclusive Commercial Amenities/ Facilities

- MSEB connection with meter and only till distribution board and single light point. Rest electrical work to be done as per requirement of allottee.
- Separate approach for commercial in building 'I'.
- Common toilet with water from OHWT.
- Allotted parking to shops and commercials.
- DG backup facility to common area lighting.

ANNEXURE-G3

Common Amenities/ Facilities

- Water, light, STP and DG backup
- Fire System
- Pathway
- Drainage lines
- Electrical lines