

ARTICLES OF AGREEMENT

Articles of Agreement made at Pune this ____ day of _____ Two Thousand _____

BETWEEN

1. CAPSTONE LANDMARKS PRIVATE LIMITED,
..... through its Director Mr. Rohit Lokhande
(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns)

AND

2. MRS. SUSHMA VENKATRAO GARJE; Age: 51, Residing at:
Mayureshwar, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and assigns)
Hereinafter collectively called the **“Promoters/ Owners”** of the
FIRST PART

AND

—

—
Age about: _____ years; Occupation:

having _____ his/her/their/its _____ address:

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—

Hereinafter called **“the Purchaser/s, Investor/s”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors and administrators in the case of an individual/s and the Partners for the time being and the survivors or survivor in the case of a partnership and successors in the case of a Corporate body) of the *SECOND PART*;

Recitals:

- a. Whereas, the Owners herein were well and sufficiently entitled to and otherwise seized and possessed of all that piece and parcel of land admeasuring 3142.23 Sq.mtrs out of the land bearing Survey No. 34/3 totally admeasuring 1 Hectare 79 Ares assessed at Rs. 3.44 Paise, situated at Baner, Taluka Haveli, District Pune, within the limits of Pune Municipal Corporation and in the registration Sub-District, Taluka Haveli, District Pune (hereinafter referred to as ***“the said property”***) and or as shown on the location plan annexed hereto.
- b. Whereas, the Owners/Promoters are developing the said property for residential flats on their own and have allotted between themselves the flat/s to be constructed on the said property. The said residential project is named as Chlorophyll.
- c. Whereas, the Collector of Pune by his Order No. PMC/PRHNOC/SR/59/2016 dated 16 August 2016 have granted permission for non-agricultural assessment and use of an area admeasuring 2821.73 Sq.mtrs (excluding the area under acquisition for D.P. Road) out the said property on the terms and conditions mentioned in the said order.
- d. Whereas, the Promoters have appointed Mr. Vishwas Kulkarni and Hrishikesh Kulkarni of VK:A Architecture, who are registered with the Council of Architects in the prescribed manner as their Architects. The Promoters have appointed Hansal Parikh and Associates a duly qualified Coompany, for the purpose of preparing structural designs and drawings of the building/s to be constructed in the project.
- e. AND whereas, the said Promoters have got the layout plan and building plan approved and sanctioned from the Pune Municipal Corporation (PMC) vide Commencement Certificate No.4206/15, dated 22/03/2016. The said property has a potential of loading and utilizing TDR over and above the basic FSI for construction of additional floor/s and/or wing/s. Presently, the said plan is sanctioned based on basic FSI and shall be revised time to time as and when required including for loading and utilizing TDR for construction of additional floor/s and/or wing/s as shall be decided by the promoter and as shall be permissible by the development control rules and regulations.

- f. Whereas, the title of the Promoters is set out more particularly in the Title Certificate dated 18/3/2014 and supplement of title report on 4/1/2016 issued by the Advocates of the Promoters annexed hereto as Annexure "A".
- g. Whereas, the Purchaser/s having perused all the necessary documents, deeds, and writings and after having been fully informed and satisfied about the same as also about the status and the plans, the Purchaser/s herein is/are desirous of purchasing from the Promoters: Flat No. _____ Carpet Area. admeasuring _____ Sq.mtrs along with enclosed balcony area admeasuring _____ Sq. Mtrs., together with attached Terrace admeasuring _____ sq.mtrs. _____ on _____ floor in the building known as Chlorophyll (hereinafter called "the said unit/flat") under construction on the said property, at or for the price and on the terms and conditions hereinafter contained.
- a. Whereas, the Purchaser/s has/have demanded from the Promoters and the Promoters have duly given and the Purchaser/s has duly taken full, free and complete inspection of documents of title relating to the said property (including those recited herein above), as also the plans, designs and specifications prepared by the Promoters / Architects and all other documents specified under the Real Estate (Regulation & Development) Act, 2016 (hereinafter called "the said Act") and the rules made there under and amended upto date, and such applicable law and is/are fully satisfied with the same.
- b. Whereas, a copy of the Certificate of Title 18/3/2014 and supplement of title report on 4/1/2016 issued by , Adv. Madhuri Naik, Advocates of the Promoters -(A) ; Property Extract Card and/or 7/12 extract in respect of the said property - (B) ; Copy of the location plan of the said property - (C); the copy of approved layout/floor plan - (D); Specifications and Amenities of the Flats and other rights agreed to be allotted to the Purchaser/s – (E), and Copy of Commencement Certificate – (F) have been annexed hereto and marked Annexures A, B, C, D , E and F respectively.
- c. Relying upon the aforesaid the Promoters have agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to buy from the

Promoters the said Flat at the price and on the terms and conditions herein contained;

- d. AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. _____;

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

1. The Promoters shall construct the said structure/s (wherein comprised are the said Flat agreed to be acquired by the Purchaser/s as hereinafter contained) (the present particulars of structure/s e.g. number of structures, number of wings therein, number of floors therein, the nature of the premises comprised therein as permissible under the Development Control Rules and Regulations for the time being in force etc. have been furnished to the Purchaser/s and who has / have independently scrutinized and satisfied himself/herself/ themselves/itself of all aspects relating thereto) on the Said Property in accordance with the plans and specifications approved by the authorities concerned and copies whereof have been furnished to the Purchaser/s.
2. Without materially and substantially adversely or prejudicially affecting the Said Flat agreed to be acquired by the Purchaser/s, the Promoters shall be however entitled to make any variations, alterations or amendments in the scheme of development of the Said Property and/or any part/s thereof in particular the said plans or specifications of the said structure/s and/or the layout of the Said Property in any manner whatsoever including shifting and modification in open spaces, amalgamation, sub-division, granting of any rights, privileges benefits of easements by way of right of way and access, to draw, lay, install any connection or services, such as water, drainage, sewage, electricity etc. for the more beneficial use and enjoyment of the Said Property or any part/s thereof and/or of the plot/s contiguous or adjoining or in the vicinity of the Said Property and/or the structure/s constructed or to be constructed thereon or if desired by the Promoters or if required to be made for the purpose of meeting any requisition, objection or requirement of the Development Control Authorities concerned or any statutory body or authority. The Purchaser/s shall not object to the aforesaid and hereby grant/s irrevocable consent to the same.

3. The Said Flat is agreed to be allotted subject to:
- (a) Any scheme or resolution or law affecting the Said Property or any part or parts thereof made or to be made by any authority concerned including the terms, covenants, stipulations and conditions contained in the hereinbefore recited Agreement/s.
 - (b) Its present use as residential and other permissible user.
 - (c) The Purchaser/s declare/s and warrant/s that his/her/their/its interest and concern shall be confined to the Said Flat and no other or further. Notwithstanding anything contained herein or otherwise, the Promoters shall be at full and absolute liberty to revise/ alter the layout or otherwise deal with the remainder of the said portion of land and/ or the subject phase / sector and / or the Said Property/Chlorophyll, in such manner as the Promoters deems fit and exigent and the Purchaser/s shall not directly or remotely interfere or create hindrance in the operations of the Promoters. The Promoter intends on Chlorophyll being an 14 storied building, however at the moment plan approval for 6 floors have been obtained, and the Promoters intends to obtain the approval for the remaining 8 floors as and when required, at their sole discretion. The Purchaser is well aware of the same and will not dispute/hinder/ or obstruct and/or have any claim and/or demand etc against the Promoter or its assignee, in the event additional (8) floors are constructed or not constructed in Chlorophyll, as per Promoter's discretion. This is one of the important terms of the Agreement and any breach thereof by the Purchaser/s shall entitle the Promoters at their sole option/discretion to terminate/cancel the Agreement hereof.
 - (e) It is expressly agreed by the Purchaser/s that should the Promoters desire/s to amalgamate or merge any particular premises with other premises (adjoining/ above /below) into one and / or bifurcate any such premises into more than one unit/flat, then the Promoters shall be at liberty to do and / or caused to be done all such acts, matters and things to effectuate such amalgamation / merger/bifurcation and as a consequence of such amalgamation etc. any alterations, changes, additions etc, in the layout of such concerned premises including the inclusion etc, of the semi exclusive passage/s and / or other area/s into such concerned premises amalgamated etc. Purchaser/s unconditionally agree/s and undertake/s not to raise any, objection, hindrance in this behalf and / or all matters of and incidental thereto and hereby grant/s irrevocable consent for the same provided nothing done by the Promoters/ concerned person/s shall directly

affect or prejudice the flat herein agreed to be acquired by the Purchaser/s. It is agreed and understood that the Promoters are entitled to revise, modify and alter the layout of the said property and also the said property, shift and/or revise the open space areas as it deems fit for development of the said property.

- (f) Any relevant and necessary covenants as may be stipulated by the Promoters for the more beneficial and optimum use and enjoyment of the Said Property (i.e. the Said Property together with the structure/s thereon) in general and for the benefit of any class of holders of any flat/premises and other premises, as the case may be, or any part thereof.
- (g) All the covenants and conditions enuring to the benefit of the Promoters, the said lay-out, Order of N. A. user, Agreement/s made in respect of the premises comprised in structure/s to be constructed and all terms and conditions stipulated or to be stipulated by the Promoters in respect of the common areas, facilities and amenities to be provided for the benefit of the Said Property or other lands (contiguous or adjoining thereto) or any part/s thereof.

4. The Promoters agree to sell and the Purchaser/s hereby agrees to acquire/purchase Flat No. _____ Carpet Area. admeasuring _____ Sq.mtrs along with enclosed balcony area admeasuring _____ Sq. Mtrs., together with attached Terrace admeasuring _____ sq.mtrs. _____ on _____ floor in the building known as Chlorophyll (hereinafter called "the said flat") under construction on the said property and the said Flat is marked in red colour line in the floor plan hereto annexed and more particularly described in the second Schedule hereunder written at or for a sum of Rs. _____/(Rupees _____ only).

5. This Agreement is on the express condition that certain flats comprised in the said structure/s constructed or to be constructed on the Said Property have or are agreed to be sold/allotted subject to the respective rights of such allottee/s with regard to their respective open space/terrace/garden attached to the Flat and/or exclusive use of car parking space and that the user of each of such flat and the rights in relation thereto of each allottee shall be subject to all the rights of the other allottee/s in relation to their respective flat/s. The Purchaser/s covenants that he/she/it/they shall exercise his/her/its/ their rights consistently with the rights of the other allottee/s and shall not do anything whereby the

allottee/s of the other flats are prevented from using or occupying exclusively their respective flat/s including the open space/terrace/garden/car parking space in the manner as stated aforesaid or whereby the rights of the other allottee/s with regard to their respective flat/s including the terrace/open space/garden/car parking space as aforesaid are in any manner affected or prejudiced. Along with the Said Flat, the Promoters allot for the exclusive use of the Purchaser/s _____ Nos. stilt/open/podium car parking space/s (hereinafter referred to as “the parking space) as more particularly described in the Fifth Schedule written hereunder. No separate or additional consideration is payable thereof.

6. The Purchaser/s agree/s to pay to the Promoters the aforesaid purchase price of Rs. _____/- (Rupees _____ only) in the manner specified in the Third Schedule hereunder written and the manner specified shall not be changed or altered by the Purchaser/s under any circumstances. The aforesaid payments are to be issued in favour of “*Capstone Landmarks Private Limited OR Mrs. Sushma Venkatrao Garje*”, **(Client to keep either of it as per the allotment)** as requested and instructed by the Promoters. As per the understanding between the promoters *Capstone Landmarks Private Limited OR Mrs. Sushma Venkatrao Garje*, **(Client to keep either of it as per the allotment)** is entitle to receive the full consideration of the said flat to its own account. The Promoters agree, declare and undertake not to dispute the payment of said full consideration by the Purchaser to one of the said promoters as per their above instructions.

Bank	
A/C No.	
IFSC Code	
Branch	

7. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the

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

8. The Purchaser/s shall in addition to the purchase price pay the following amounts to the Promoters by payment in favour of *“Chlorophyll Project Deposit Account”*
- (i) Rs./- Per flat being the legal fees.
 - (ii) Rs./- Per Flat being charges for water connection, electric connection (including transformer), Fire Fighting System and by way of interest free deposit for providing single phase/ three phase electric meter and share towards supply cable and common meter.
 - (iii) Rs./- For share money, entrance fees and membership of the Co-operative Society / Condominium that may be formed.
 - (iv) Rs./- For formation of Society and registration of Society federation/ Apexbody
9. It is hereby expressly agreed that the time for the payment of each of the aforesaid installments referred in the payment schedule referred above of the purchase price and other monies payable hereunder is the essence of contract. In the event of Purchaser/s making any default in payment of any one of the aforesaid installments referred in the third Schedule of the purchase price whether demanded or not, the Promoters as mentioned in clause below shall be entitled to terminate this Agreement and forfeit the earnest money paid by the Purchaser/s hereunder and to sell the said Flat agreed to be sold to the Purchaser/s to any other party as the Promoters may determine and the Purchaser/s will have no right, title and interest whatsoever on the said Flat and shall have no demand and/or claim against the Promoters and/or such new Purchaser/s.
10. Without prejudice to the other provisions herein contained, the parties agree that if the Purchaser/s commits default in payment of any amount due and payable by him/her/them to the Promoters under this agreement or on the Purchaser/s committing breach of any of the terms and

conditions herein contained, the Promoters shall be entitled to terminate this agreement and to forfeit earnest money paid in that behalf and shall refund without interest the balance consideration paid hereunder only after selling/disposing of the said flat to any other person/s; provided however that the power for terminating this Agreement under this clause shall not be exercised by the Promoters unless the Promoters have given to the Purchaser/s 15 days prior notice in writing of their intention of terminating this agreement and of the specific breach or breaches of the terms and conditions of this agreement and after default is made by the Purchaser/s in remedying such breach or breaches of the terms and conditions of this agreement within the said period of 15 days. Without prejudice to the aforesaid, the Purchaser/s shall be liable to pay to the Promoters interest at the rate of 15% (Fifteen percent) per annum on the arrears due and payable only at the sole discretion and option of the Promoters.

11. The Promoters shall construct the said Flat as per the specifications as setout in Annexure "E" annexed hereto.
12. With a view to provide continuous maintenance as detailed in the fourth schedule hereunder written for the building Chlorophyll and the amenities, it has been agreed that the Purchaser/s shall pay to the Promoters, on or prior to the possession of the said Flat, an amount of Rs. _____/- (Rupees _____ by making payment favoring Chlorophyll Project Deposit Account"). The Purchaser/s declare and confirm that the payment of the said sum as stated herein above is over and above the purchase price and also the various deposits agreed to be paid by the Purchaser/s and the same shall not be set off or adjusted against any other amount or amounts in any manner whatsoever. The aforesaid Corpus Deposit is worked out on the basis of present market conditions, and if for any reason in future, on account of inflation or other exigencies, additional amounts are required to be contributed for the maintenance corpus, the Purchasers agree that they shall be bound to contribute proportionate amounts in that behalf. Further, the Purchaser/s hereby agrees to pay and/or reimburse to the Promoters or the Society/Condominium /company etc. the proportionate common maintenance expenses, in the event if the same is in excess over the returns generated from the aforesaid Corpus Fund. The Promoter shall maintain the Complex until the society or condominium is formed and the management is handed over to such ultimate body. **The**

Promoters, after deducting from the said deposits the expenses, dues, if any, in respect of the Said Flat, the costs, charges and expenses referred to hereinafter in the proportion decided by the Promoters, shall transfer the balance if any, to the said Society or new body. The accounts, in this behalf, shall be rendered by the Promoters to the said Society and not to the Purchaser/s in his/her/its/their individual capacity. The Purchaser/s shall on demand pay to the Promoters such further amount/s by way of deposit, etc. for such expenses if required.

13. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
14. The Purchaser/s specifically agree/s that if due to any interpretation or amendment or any other reason/s the transaction covered by this agreement is held subject to tax under Sales Tax Law (including any payment required to be made by the Promoters or recovered from the Promoters or for which the Promoters is liable towards the Maharashtra Sales Tax on Transfer of property in goods involved in the execution of works contract or under any other statutory modification or enactment thereof or any other State or Central Act) or any other tax/levy including service tax and /or VAT and/or GST become payable by the Promoters to the Government, Municipal Corporation, other local or public body or authority, the same shall be borne and paid by the Purchaser/s to the relevant authority before due date or shall be reimbursed by the Purchaser/s to the Promoters within 7 days from the date of intimation by the Promoters to the Purchaser/s as the case may be in proportion to the built-up area of the said Flat. The proportionate amount payable as determined by the Promoters shall be final and binding on the Purchaser/s. The Co-operative Society/ Condominium shall also be bound, responsible and liable to pay the aforesaid amounts in the event of default in payment by the Purchaser/s or any of them. The Promoters

shall render the account in that behalf to the Co-operative Society/Condominium /company, if applicable and not to the Purchaser/s individually.

15. The Purchaser/s is/are aware that the perspectives/ elevation plans shown on the plans (approved by the PMC) and/or in the brochures are tentative and are likely to undergo change/s in course of construction which the Promoters at their sole discretion may think fit and proper or as may be required by the concern Authorities/ Government to be made in them or any of them. The Purchaser/s shall have no objection/ complaints of whatsoever nature on that account and hereby gives its/their irrevocable consent for such changes.
16. It is specifically understood that the Brochures, Compact Disc, advertising and marketing material published by the Promoters from time to time in respect of the scheme is just an advertisement material and contains various features such as furniture layout in a tenement, vegetation and plantation shown around the building/Flat, colour scheme, vehicles, etc. to increase the aesthetic value only and is not factual. These features/ amenities are not agreed to be developed or provided by the Promoters to the Purchaser/s. The Purchaser declares and covenants that he/she/they is/are not purchasing the said flat based on the advertisement, marketing brochure and publicity material but on the basis of the sanctioned layout, the specification and the amenities (if any) as mentioned herein.
17. The parties agree that the Promoters shall be entitled to make such changes, additions, alterations, variations and modifications in the plan including construction of additional floor/s and/or wing/s and specifications annexed hereto as may be necessary or required by the concerned authorities as long as the same does not materially affect the area of the said flat.
18. The Purchaser/s hereby agrees that he/she/they has/have inspected the documents regarding the title of the Promoters in respect of the said property and satisfied himself as to the title of the Promoters in respect of the said property and that he/she/they is/are not entitled to further investigate and/or raise any objection or requisition in respect thereof.

19. The Promoters herein shall give the possession of the said flat to the Purchaser/s on or before June 2019 and on payment of all dues payable by the Purchaser/s to the Promoters if any, in pursuance of these presents. If the Promoters are unable to give occupation of the said flat to the Purchaser/s on or about the said date or any other date extended by mutual consent, on account of reasons beyond their control or on account of reasons beyond the control of their agents in terms of the said Act, then the Promoters shall be liable to refund to the Purchaser/s, if demanded, the amount already paid by the Purchaser/s in respect of the said flat together with simple interest at the rate of ~~7.5~~7.5% per annum. It is also agreed that the Purchaser/s shall not be entitled to any other amount by way of damages or otherwise. It is further agreed that if there be any dispute as to whether the breach of any stipulation specified under the said Act has occurred or not, the same shall be referred to the Competent Authority under that Act who will act as an Arbitrator. Provided however, that the Promoters shall be entitled to reasonable extension of time for giving occupation of the said flat if completion is delayed on account of:
- (a) Default committed by Purchaser in making timely payment.
 - (b) Non availability of steel, cement, and other building materials, water or electric supply;
 - (c) Any notice, order, rule, legislation, statute etc. issued by the Government and/or any other public body or authority;
 - (d) War, civil commotion or Act of God or;
 - (e) Any other reason beyond control of the Promoters or their agents.
 - (f) Statutory delays
 - (g) Water shortage
 - (h) Any reasonable cause.
20. The Purchaser/s shall take occupation of the said flat within 7 days of the Promoters giving written notice to the Purchaser/s intimating that the said flat is ready for use and occupation and such occupation shall be offered only after all installments and dues hereunder have been paid to the Promoters and shall acknowledge receipt of such occupation.
21. Upon the Purchaser/s taking possession of the said flat, he/she/they shall have no claim against the Promoters as regards the quality of the building material used for construction of the said flat or of the nature of construction of the said flat or otherwise howsoever, provided that if within a period of 3 (three) year from the date of handing over the flat to the

Purchaser/s, the Purchaser/s brings to the notice of the Promoters any defect in the said flat or the material used therein or any unauthorised change in the construction then, wherever possible such defects shall be rectified by the Promoters at their own costs.

22. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat or of the said property and the said building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said flat hereby agreed to be sold to the Purchaser/s.
23. The Purchaser/s shall use the said flat and every part thereof for the purpose of his/her/their residence only. The Purchaser/s shall use the parking space allotted to him/her/them only for the purpose of keeping the Purchaser/s own vehicle and agree not to enclose or carry out any alterations or additions therein.
24. The Purchaser/s covenant with the Promoters as under:-
 - (a) To maintain the said flat and the garden space, if any, at his/her/their own cost in good tenantable repair and condition from the date on which occupation of the said flat is taken and shall not do or suffer to be done anything whereby the said complex in which the said flat is situated, shall be prejudicially affected or which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the said Complex in which the said flat is situated and in the said flat itself or any part thereof. In the event the Purchaser/s fails to maintain the garden space in good manner, the Co-operative Society/ Condominium shall maintain the same at the cost and risks of the Purchaser/s and will also be entitled to recover damages as may be decided from time to time.
 - (b) Not to store in the said flat or any part thereof any goods which are hazardous, combustible or of a dangerous nature or are so heavy as to damage the construction or structure of the said building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried, heavy packages to the upper floors which may damage or are likely to damage the staircases, common passages or any

other structure of the said building in which the said Flat is situated including entrances of the said building in which the said Flat is situated and in case any damage is caused to the said building in which the said Flat is situated or in the said Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

- (c) To carry out at his/her/their own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the said Complex/building in which the said Flat is situated or the said Flat which may be prohibited by the rules, regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (d) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made by addition or alteration of whatsoever nature in the elevation and outside colour scheme or by way of making, erecting or constructing any temporary or permanent structure including by way of covering or enclosing the adjoining terrace (wherever applicable) of the said Flat is situated and shall keep the sewers and drain pipes in the said Flat and appurtenances thereto in good and tenantable repair and condition and in particular so as to support/ shelter and protect the other parts of the said Flat is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. parts or other structural members in the said Flat without the prior written permission of the Promoters and/or Society/Condominium /company.
- (e) Not to make any additions by construction either temporary or permanent on the said Flat by way of purchase of TDR or otherwise in any manner whatsoever. Not to change the plinth and height and elevation and colour scheme of the said Flat for whatsoever reason.
- (f) Not to affix sign boards, name boards, display boards, advertisements or neon lights in or about the said Flat or any portion

thereof save and except the designated portion in the said Flat namely, the name plate board at the entrance of the said Flat; and the same shall be of such size and nature as the Promoters shall specify in writing.

- (g) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said complex in which the said Flat is situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- (h) Not to use the said Flat for any illegal or immoral purpose or which may in any way cause nuisance or annoyance to the occupiers of other Flat and in particular, not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said complex in which the said Flat is situated.
- (i) Pay to the Promoters or to the local authority, if the Promoters so direct within 7 days of demand by the Promoters his/her/their further share of security deposit or further security deposit or other amount demanded by concerned local authority or Government for giving water, electricity or any other service connection to the said Flat.
- (j) Not be entitled to change of user of the said Flat by the Purchaser/s viz. user for any purpose other than for residential/commercial purpose.
- (k) The Purchaser/s shall not let, sub-let, transfer, assign, partition, or part with the occupation of the said Flat or any part thereof until all the dues payable by the Purchaser/s to the Promoters under the Agreement are fully paid up and only if the Purchaser/s have not been guilty of breach of or non observance of any of the terms and conditions of this agreement and until the Purchaser/s has taken prior permission in writing from the Promoters which permission shall be given on such terms and conditions as the Promoters may decide, including charging of premium/transfer fees.
- (l) The Purchaser/s shall all times park his/her/their vehicles and vehicles of their guest and visitors at designated places only.

- (m) The Purchaser/s shall observe and perform all the rules and regulations, bye laws, Articles of Association which the Co-operative Society/ Condominium adopts in its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Flat therein and for the observance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Co-operative Society/ Condominium regarding the occupation and use of the said Flat in the said Complex and shall pay and contribute regularly and punctually towards the taxes, including property tax, expenses or other outgoings in accordance with the terms of this agreement.
- (n) The Purchaser/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the said Flat or any part thereof to view and examine the state and condition thereof and to carry on such construction or for other purposes as may be necessary or required.
- (o) The Purchaser is aware that the Promoter shall be constructing further floors in the said building and undertakes that it shall not dispute the construction of the same.

25. The Promoter has also disclosed to the Allottee that they have obtained project loan for carrying out the said Project from INDIAN BANK by mortgaging the layout land with them and the said financial institution is having charge for the said project loan on the layout land and the buildings being constructed thereon. Hence, the Promoter has obtained letter of specific consent for releasing and selling the said unit to the Allottee from the said financial institution, subject to conditions stated therein and the Promoter has agreed to comply with the same. The Promoter has also further disclosed that as per the conditions of the said mortgage, the amounts of consideration received by the Promoter on account of sale of units in the said project are to be deposited in its bank account as stated in Clause No. 6 above. On the execution of this Agreement the Promoter has delivered the said original letter of specific consent issued by the said financial institution to the

26. It is distinctly agreed by and between the parties that the internal road, open space, etc. which are provided by the Promoters shall form and be utilized by all the Purchaser/s of the Flat in the said building. The Transformer and its area shall be handed over to MSEDCL and said MSEDCL is entitled to use the said transformer for the other consumers also, as per its norms, however the maintenance of the transformer shall be the responsibility of the flat purchasers and/or the ultimate body of the flat purchasers.
27. It is hereby agreed that the Promoters and the Purchaser/s shall observe and perform and comply with all the terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the local authority at the time of sanctioning of the plans or any time thereafter or at the time of granting Completion Certificate. The Purchaser shall not be entitled to claim possession of the said Flat until the Completion Certificate in respect of the said Flat is received by the Promoters and the Purchaser/s pay/s all dues payable under this agreement in respect of the said Flat to the Promoters.
28. The Promoters have not undertaken any responsibility nor have they agreed anything with the Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoters other than the terms and conditions expressly provided under this agreement.
29. It is hereby agreed between the parties that balance FSI/TDR if any in respect of the said property and the area under road acquisition and the benefits/consideration/FSI/TDR arising out of such acquisition belongs to the Promoters alone in any event and that the Purchaser/s as also other purchasers of various Flats in the said building shall not have any right, title and interest therein. It is agreed by and between the parties that if the permitted floor space index or density is not consumed in the building being put up and/or at any time further construction on the said property is allowed the Promoters shall always have the right to put additional construction and /or consume the balance floor space index and/or additional floor space index of any other property whatsoever and the Purchaser/s shall not be entitled to claim any share, right, title or interest in such additional F.S.I./TDR as aforesaid nor shall they be entitled to raise any objection whatsoever in respect of its use by the Promoters in any manner they choose. The Promoters shall be entitled to float the FSI/TDR of the property in the present scheme to any other

property and vice versa if so permitted by the concerned authority. It is distinctly agreed that even after the said property is conveyed to the Cooperative Society or Condominium the unutilized/balance and future FSI/TDR including any unsold flats/ such construction for which FSI has been utilized shall remain the property of the Promoters and the Promoters shall be entitled to use the same in any manner at their sole discretion.

30. It is understood and agreed that formation of society for the building/s constructed on the said property or conveyance in favour of society or ultimate body shall not constitute or shall be construed as an waiver by the Promoters to construct further floors/additional floors on the Said Property or any portion thereof by consuming the available FSI/TDR or by purchasing FSI/TDR as per the Development Control Rules and as such the Promoters has the absolute and unfettered right to continue with the development, construction and sale of the entire construction of structure/s on the said property in the manner and at his sole discretion and on its/his sole terms and conditions. It is further understood and agreed that at the sole discretion of the Promoter the flat/apartment purchasers in the said additional floors and/or wings shall be admitted as members of the society or the Ultimate Body and shall be entitled to the amenities already provided by the Promoters and enjoyed by the present members of society or the ultimate body. The Purchaser/s irrevocably consent/s to the aforesaid and agree/s and undertake/s not to do or make to do any act, deed, matter or thing which would in any manner interfere or cause hindrance or effect the aforesaid. Purchaser is informed and satisfied about the same and undertakes not to dispute the same and shall not raise any question/objection and/or claim any compensation to that effect.
31. It is agreed between the parties hereto that the Promoter has exclusive right to deal with / dispose off, sell, allot exclusive areas like attached terraces/garden, parking garage areas, store rooms etc to any person, either another Flat Purchaser/s in the said building and the Purchaser/s hereinunder undertake not to object to such sale/allotment either themselves or through the society/condominium that may be formed.
32. The Purchaser/s shall have no claim, save and except in respect of the particular Flat.

33. The Promoters shall be entitled to construct terrace houses, along with one or more terraces and/or garden houses with open spaces attached thereto and shall be entitled to sell on ownership basis and/or otherwise dispose off the same. The Purchaser/s and/or Purchaser/s of other Flat shall not be entitled to raise any objection of whatsoever kind or nature and shall not be entitled to the use of such terrace or garden house or open spaces sold and/or allotted by the Promoters to the Purchaser/s of such terrace houses and/or garden houses and/or open space unless the Purchaser/s himself is such Purchaser/s and the Purchaser/s of such terrace houses or garden houses or open space shall be exclusively entitled to the use of the terraces or garden space or open spaces sold and/or allotted to him/her/them.
34. The Promoters shall have a right to make additions, and/or alterations and raise or put up additional structures or storeys on the said property, as may be permitted by the Pune Municipal Corporation and other Competent Authorities. If any portion of the said property is acquired or notified to be acquired by the Government, Pune Municipal Corporation or any other public body or authority the Promoters shall be entitled to receive all the benefits in respect thereof and/or compensatory F.S.I. or all other benefits which may be permitted by the Pune Municipal Corporation or any other local body or concerned authority. Such additional structures and storeys will be the sole property of the Promoters, who will be entitled to dispose it off in any way they choose and the Purchaser/s hereby irrevocably consents to the same. Under the circumstances aforesaid, the Purchaser/s shall not be entitled to raise any objection to or to any abatement in the price of the said Flat agreed to be acquired by him and/or any compensation or damage on the ground of inconvenience or any other ground whatsoever.
35. The building/Complex to be developed as aforesaid shall subject to the approval of the authorities concerned, be always known as **"Chlorophyll"** or by such other name as may be desired by the Promoters. This covenant shall at all times be binding upon the successors in title of the Promoters and/or the Purchasers.
36. A (I) The Purchasers shall co-operate with the Promoters in forming, registering and incorporating Co-operative Society or Condominium (at the sole discretion of the Promoter) as required by Promoter and agree/s and undertake/s to become constituent/s of such Co-operative Society or

Condominium and from time to time to sign and execute the application, forms, writings as may be required and duly fill, sign and return the same within 10 (days) of the same being forwarded by the Promoters to the Purchasers. No objection shall be taken by the Purchasers if changes or modifications are made in the name or in the draft bye-laws, rules and regulations of such Co-operative Society/Condominium/company by the authority concerned. The Purchasers shall be bound from time to time to sign all papers and documents and to do all other things as the Promoters may require him/ her/them to do from time to time for safeguarding the interest of the Promoters and the Purchasers of other flats in the said complex.

II) The rights of all the flat holders including the Purchasers shall be recognized and regulated by the bye – laws, rule and regulations of the ultimate body.

III) The Purchasers and the person or persons to whom the various flats shall have been transferred, assigned, allotted or given possession of shall duly observe and perform all the rules, regulations and bye laws of such Co-operative Society or Condominium.

37. It is further specifically agreed between the parties hereto that:

(A) It being made expressly clear that the ultimate transfer deed/s in respect of the Said Property and/or any other land/s contiguous/adjoining the Said Property and/or any part/s thereof with structure/s, thereon shall be done once entire project on the said property is completed and shall contain such provisions which shall be accordingly framed by the Promoters and the burden thereof shall run with the land and shall be binding upon all the persons who are the holders of their respective premises comprised in the Said Property as the Promoters may reasonably require for giving effect to and/or enforcing the said restrictions covenants and stipulations.

38. It is further specifically agreed and declared that the Transfer/Conveyance Deed/s in favour of the Ultimate Body shall contain, such covenants as may be necessary in the circumstances of the case including such as may be stipulated by the authorities concerned.

39. The Transfer/Conveyance Deed/s/Deed of Declaration/Apartment Deed shall inter alia contain:

- (i) Such provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the Said Flat hereby agreed to be sold into the hands whomsoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to hereinabove.
- (ii) Covenants by the Purchaser/s to indemnify and keep indemnified the Promoters against all actions, suits, proceedings, claims and demands due to non-observance and non-performance of such stipulations and restrictions
- (iii) A declaration that the Purchaser/s shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighboring or adjoining premises of the Promoters for development or other purposes and a declaration that the access and use of light and air to and for the Said Flat agreed to be purchased by the Purchaser/s and to and for any structure/s for the time being erected and standing thereon from and over the neighboring or adjoining premises of the Promoters is enjoyed under the express consent of the Promoters.

40. The Promoters shall, within 3 Months after obtaining the full and final Completion Certificate in respect of the entire project including all its phases, cause to be transferred to one or more Societies/Associations of apartment Owners or Apex body, the said property together with the buildings standing thereon, in whole or part/any portion thereof out of the entire scheme by execution of the necessary Deed of Conveyance/ Lease or other proper documents of Transfer in favour of Society/ Association of Apartment Owners or the Apex body in keeping with the terms and provisions of these present.

41. In the event of the Co-operative Society/Condominium/company being formed and registered before the sale and disposal of all premises, flats, units, shops, store rooms, parking space, other rights in the said Building by the Promoters, the power and authority of the Co-operative Society/Condominium /company shall be subject to the overall control and authority of the Promoters in respect of the matters concerning the said building, the construction and completion thereof and all amenities pertaining to the same and in particular the Promoters shall have absolute authority and control as regards the unsold flats, unallotted parking spaces, garages, store rooms etc. and the disposal thereof and the consideration for which the same shall be disposed off and as and when such Flats, etc. are sold to the persons of the

Promoters choice and at the discretion of the Promoters, the Co-operative Society/Condominium shall treat them as member without charging any premium or any other extra payment.

42. Any delay, tolerance or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s by the Promoters in respect of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s shall not in any manner prejudice the rights herein mentioned of the Promoters.

43. The Purchaser/s shall present this agreement at the proper office of registration within the time limit prescribed by the Registration Act, 1908 and on intimation thereof by the Purchaser/s to the Promoters, the Promoters will attend such office and admit execution thereof.

44. All notices to be served on the Purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser/s by registered post A.D./under certificate of posting at his address specified below:

45. This Agreement shall always be subject to the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 and the rules framed thereunder as amended from time to time or any other applicable law time being in force.

46. A All costs, charges and expenses including stamp duty, GST, LBT and registration charges and other expenses, taxes and duties in connection with this agreement shall be borne and paid by the Purchaser/s alone. The Promoters shall not be liable to contribute anything towards such expenses.

B At the time of registration of the Conveyance of the said building and the said property, the Purchaser/s shall also pay Purchaser/s share

of stamp duty and registration charges, and other expenses as applicable payable on the Conveyance, Sale Deed or any document or instrument of the transfer in respect of the said property or any portion thereof and the said building to be executed in favour of the Co-operative Society/Condominium.

47. This Agreement is the only agreement between the parties. Any modifications or variations therein can only be made under a separate writing signed by all parties hereto.

THE FIRST SCHEDULE REFERRED TO HEREINABOVE

(Description of the said property)

ALL THAT PIECE AND PARCEL OF LAND all that piece and parcel of land admeasuring 3142.23 Sq.mtrs out of the land bearing Survey No. 34/3 totally admeasuring 1 Hectare 79 Ares assessed at Rs. 3.44 Paise, situated at Baner, Taluka Haveli, District Pune, within the limits of Pune Municipal Corporation and in the registration Sub-District, Taluka Haveli, District Pune and which is bounded as under:

- On or towards East : Remaining land out of S.No.34
- On or towards West : By 18 Mtr wide D.P.Road.
- On or towards South : By 20 ft. internal road
- On or towards North : By 20 ft. internal road

THE SECOND SCHEDULE ABOVE REFERRED TO HEREINABOVE

(Schedule of the Flat)

Flat No. _____ Carpet Area. admeasuring _____Sq.mtrs along with enclosed balcony area admeasuring _____ Sq. Mtrs., together with attached Terrace admeasuring _____ sq.mtrs._____ on _____ floorin the building known as Chlorophyll under construction on the property more particularly described in the First Schedule herein above written.

THIRD SCHEDULE ABOVE REFERRED TO HEREINABOVE FOR FLATS

Sr	Amount	Schedule for payments
i	Rs.10% on the agreement value amounting to Rs. _____	Paid as an advance payment on or prior to the execution of this present agreement (the receipt whereof the Promoters do hereby admit and acknowledge).
ii	Rs. 20% on the agreement value amounting to Rs. _____/-	Paid simultaneous to the execution of these presents vide cheque bearing no....., dated, drawn onBank (the receipt whereof the Promoters do hereby admit and acknowledge).
iii	Rs. 15% on the agreement value amounting to Rs. _____/-	To be paid within 7 days from completion of the plinth.

iv	Rs. 5% on the agreement value amounting to Rs. _____/-	To be paid within 7 days from completion the casting of the 1 st RCC slab of the said building.
v	Rs. 5% on the agreement value amounting to Rs. _____/-	To be paid within 7 days from completion the casting of the 3 rd RCC slab of the said building.
vi	Rs. 5% on the agreement value amounting to Rs. _____/-	To be paid within 7 days from completion the casting of the 5 th RCC slab of the said building.
vii	Rs. 5% on the agreement value amounting to Rs. _____/-	To be paid within 7 days from completion the casting of the 9 th RCC slab of the said building.
viii	Rs. 5% on the agreement value amounting to Rs. _____/-	To be paid within 7 days from completion the casting of the last RCC slab of the said building.
ix	Rs. 5% on the agreement value amounting to Rs. _____/-	To be paid within 7 days from completion of Brickwork, Internal Plaster, Flooring and Windows of your unit / flat.
x	Rs. 5% on the agreement value amounting to Rs. _____/-	To be paid within 7 days from completion of Sanitary fittings, staircase, lift wells and lobbies and plumbing on your flat unit.
xi	Rs. 5% on the agreement value amounting to Rs. _____/-	To be paid within 7 days from completion External plaster, external plumbing, terraces with waterproofing of the said building.
xii	Rs. 10% on the agreement value amounting to Rs. _____/-	To be paid on or before completion of Lifts, Water pumps, Electrical fittings of the said building.
xii	Rs. 5% on the agreement value amounting to Rs. _____/-	To be paid at the time of handing of the possession of the said Flat by the Promoters to the purchasers on or after receipt of occupancy certificate or completion certificate.
	Rs. _____/-	TOTAL

FOURTH SCHEDULE ABOVE REFERRED TO HEREINABOVE

List of works to be carried out from the maintenance and Corpus Fund

1. Maintenance of the internal layout roads, recreation area, water bodies, said property, and common Plumbing
2. Maintenance and repairs of street lighting, common electrical fittings and fixtures.
3. Maintenance of Common Room, Office Rooms, and Common Areas.
4. Club House management and maintenance.
5. Security management of Common Areas.
6. Garden maintenance and maintenance of Common Areas.
7. Payment of charges towards water and electricity consumed for common areas.
8. Lift Maintenance (if applicable)
9. Payment of P.M.C. taxes, charges and other levies in respect of common areas only.
10. Payment of Insurance Premium.

FIFTH SCHEDULE WRITTEN HEREINABOVE

Right to use car parking space No. ----- admeasuring ----- or thereabout at -----
- level under construction on the Said Property more particularly described in the
Second Schedule herein above written, allotted at no extra cost/consideration.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal the day and year first herein above written.

SIGNED, SEALED & DELIVERED

By the within named Promoters

1. CAPSTONE LANDMARKS PRIVATE LIMITED

through the hands of its Director

Mr. Rohit Lokhande

2. SUSHMA GARJE

through her Power of Attorney holder

Mr. Ritesh Mahindrakar

SIGNED, SEALED & DELIVERED

By the withinnamed Purchasers

In the presence of

1.

2.

RECEIVED on or prior to the day and year first hereinabove written the sum of Rs. _____/-(Rupees _____ only) as earnest Money/Deposit and a further sum of Rs. _____/- (Rupees _____ only) on or prior to the execution hereof vide Cheque/Demand Draft No. _____ dated _____ drawn on _____ being the amount payable by Purchaser/s to us under this agreement.

WE SAY RECEIVED

WITNESS:-

1.

2.

Annexure “E”

SPECIFICATIONS & COMMON AMENITIES

Structural	Earthquake resistant framed structure
Brickwork	AAC blocks
Plaster	External plaster – Sand faced double coat plaster
	Internal plaster – Gypsum finish/ smooth pop finish .
Painting	Apex / Weather shield equivalent
	Superior wall finish with fully washable plastic emulsion
Flooring	Wooden textured flooring for master bedroom
	Premium quality vitrified tiles for other rooms
	Anti-skid tiles in terraces and bathroom
Windows	Anodized Aluminum Sliding windows with energy efficient glass of Saint-Gobin equivalent
	Granite window sill
	Designer grills
	Masquito nets
Doors	Decorative molded main door / teak wood doorframe
	Granite door frames and waterproof door shutters for toilets and bathrooms
	Anodized Aluminum Sliding doors with energy efficient glass of Saint-Gobin equivalent
Kitchen	Granite top kitchen platform with stainless steel sink
	Glazed dado tiles up to ceiling height
	Exhaust fan
	Gas leak detector
	Provision for drinking water purification unit
	Piped gas connection
Toilets	Designer glazed dado tiles on walls up to ceiling
	Water efficient fixtures
	Jaquar/ Grohe or equivalent CP Fittings Concealed plumbing with premium quality.
	Premium eco-wall hung European water closet in all toilets
	Exhaust fan
	Provision for boilers
Electricification	Concealed wiring
	TV points & provision for DTH
	Telephone points
	Broadband compatibility
	Video door phone with intercom
	Premium quality modular switches of Legrand/ Schneider or equivalent
	Provision for UPS
Railings	SS railing with glass on terraces

Common Amenities

- 1 Children's play area
- 2 senior-citizen chitchat sit-out
- 3 Sports court with half basketball court facility and skating rink
- 4 Clubhouse
- 5 Yoga & aerobic space at clubhouse
- 6 Party lawn
- 7 Walking track
- 8 Security cabin at entrance
- 9 CCTV monitoring
- 10 Ample parking space
- 11 2 speed elevators of reputable make
- 12 DG backup for common facilities
- 13 Wastewater treatment
- 14 Rainwater harvesting
- 15 Solar electrification in common area
- 16 Intercom facility with security
- 17 Housekeeping refreshment and sitting area
- 18 Library
- 19 Wi-fi facility
- 20 Green sustainable facility design
- 21 Common toilet in entrance lobby

ANNEXURES

Annexure “A”
(Title Certificate)

Annexure “B”
(Property Extract Card and 7/12 Extract)

Annexure “C”
(Location plan of the said property)

Annexure “D”
(Approved layout plan of the said building)

Annexure [●]
Commencement Certificate

DATED THIS OF , 2016

BETWEEN

1. CAPSTONE LANDMARKS PRIVATE LIMITED
2. Mrs. SUSHMA VENKATRAO GARJE

... PROMOTERS

AND

..... ... PURCHASER/S

AGREEMENT FOR SALE

ALLOTMENT LETTER

Date: _____

To,

Subject: Provisional allotment of Flat in Project “Chlorophyll”, Situated at Village Baner, Taluka Haveli, District Pune

Dear Sir/ Madam,

We are pleased to inform you that we have provisionally allotted to you the Flat No. _____ in Project known as “Chlorophyll” situated at Survey No. 34/3, Village Baner, Haveli, Pune.

Details of Flat allotment to you are as under:

Name of Allottee		
Address & contact details of Allottee		
Building Name		
Flat no		
Area of Apartment (in Square Meters)	Carpet Area in Sqm	
	Enclosed Balcony in Sqm	
	Terrace Area in Sqm	

Details of payment in respect of the said flat are a below:

Sr. No.	Details	Amount in Rupees
1	Consideration Value of Said Flat	Rs.
2	Stamp Duty	Rs
3	Registration Fee	Rs.
4	Legal Fee	Rs.
5	GST	Rs.
6	Total	Rs.

The provisional allotment is subject to the terms and conditions stipulated herein and in Agreement for Sale to be executed between us:

1. All documents/clearances such as sanctioned plans, layout plans, commencement certificate, Title Report, NA Order have been seen and inspected by you and you have satisfied yourself with the same. We have also informed you about the stage wise completion of the project including the provisions for civil infrastructure like water, sanitation and electricity.
2. All conditions as stipulated in any NOC/ Permission/Sanction issued by any Authority/lenders pertaining to the said Apartment shall be binding on you.
3. All other expenses and outgoings such as Stamp Duty, Registration Fee, G.S.T and other applicable taxes, M.S.E.D.C.L., legal charges, provisional maintenance charges and other applicable charges shall be to your account as per terms of Agreement for Sale to be entered between us.
4. Forwarding this Allotment Letter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date hereof and secondly, appears

for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter.

5. If the Allottee(s) fails to execute and deliver to the Promoter the Agreement within 30 (thirty) days from the date hereof along with due payment and/or appear before the Sub-Registrar for its registration this allotment shall be treated as cancelled and the Allottee shall have right only to seek refund of all sums deposited by him without any interest or compensation whatsoever and shall not have any claim in respect of the Apartment.

I would like to thank you for the trusting us ad I can assure you best services and project delivery at all the times.

Warm Regards,
For Capstone Landmarks Pvt Ltd
/ Mrs Sushma V Garje

Authorized Signatory

I accept conditions mentioned above

ALLOTTEE

Date: