

ALLOTMENT LETTER

To,
Mr./Mrs./Ms. _____
Address : _____

Subject: Allotment of Apartment No. ____ in ____ Building of the Project
“PEBBLES URBANIA”.

Reference: Your application /letter dated _____ for allotment of Apartment.

Dear Sir/Madam,

You have shown your interest in purchasing an Apartment (details of Apartment are more particularly described hereinbelow) in our project, “PEBBLES URBANIA”, situated at Survey No. 2 & Others at Village Bavdhan Bk., Taluka Mulshi, District Pune. We have accepted your offer on following terms and conditions;

Particulars of the Apartment	Area in Sq. Mtrs.
Apartment No.	
Building No.	
Floor	
Carpet Area	
Usable Floor Area of Enclosed Balcony	
Usable Floor Area of Attached / Dry Balcony	
Usable Floor Area of Terrace	
Usable Area of Cupboard	
Exclusive Usage of Parking Slot No. (if any)	

After your expression of interest, we have given you disclosure of all the required documents and information along with proposed potential of the project land on which the said Project is being developed and in respect of the said Apartment, as envisaged under The Real Estate (Regulation and Development) Act, 2016.

By this Allotment Letter you are hereby allotted the said Apartment subject to the terms and conditions mentioned herein below.

1) The cost details in respect of the said Apartment is as under.

Details	Amount
1. Apartment Consideration	Rs. _____/-
2. Other charges payable by Allottee/s on or before execution of Agreement	
Stamp duty	Rs. _____/-
Registration Charges	Rs. _____/-
GST@_____	Rs. _____/-
Applicable TDS @_____	Rs. _____/-
Legal Expenses	Rs. _____/-
3. Maintenance Amount (if any)	
Advance towards Maintenance for 30 months	Rs. _____/-
GST on the Advance towards Maintenance	Rs. _____/-
Total	Rs. _____/-

We have received from you an amount of Rs. _____/(Rupees _____ Only) by a cheque dated ---/--/----- bearing No.----- drawn on ----- Bank, Branch----- towards advance payment .

2) The balance amount shall be paid by you to us as per payment schedule that will be mentioned in the agreement of the said Apartment.

Other Terms and Conditions of allotment of the said Apartment :

1) Issuance of this non-transferable Allotment letter by the Promoters does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the

Allottee/s signs and delivers the Agreement with all the Schedules along with the payments dues as stipulated in the above payment plan within 30 days from the date of this Allotment Letter; and appears for registration of the Agreement before the concerned Sub- Registrar as and when intimated by the Promoter. This Allotment Letter is not meant or to be treated as Agreement as contemplated under the provisions of law.

- 2) The amount of Stamp Duty, Registration Fee, GST and TDS are subject to change depending on Government policy. You shall pay the amounts towards Stamp Duty, Registration Fee, legal charges prior to registration of the said Agreement as and when demanded by us. You shall pay the applicable GST on each of the installment payable to us; and shall pay TDS, if applicable, of your own and give us a certificate in that regards.
- 3) If the Allottee/s fails to execute and deliver Agreement to the Promoter within 30 (thirty) days from the date of this Allotment letter and/or fails to appear before the Sub-Registrar for its registration as and when intimated by the Promoter within the aforesaid 30 days, then the Promoter shall serve a notice to the Allottee/s by e-mail/hand/post/courier on the address given by the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of such notice to the Allottee/s, application/Allotment of the Allottee/s shall be treated as cancelled and after deduction of Rs. 1,00,000/- (Rupees One Lakh only) deposited by the Allottee/s in connection therewith, the balance amount/ token amount shall be returned to the Allottee/s without any interest or compensation whatsoever.
- 4) In case you intend to cancel the Apartment for any reason before the registration, then the refundable amount shall be returned only after submitting to us Cancellation Letter (in our format) along with the original receipts.
- 5) In case of cancellation on either part as detailed above, the Promoter shall be entitled to deduct an Amount of Rs. 1,00,000/- (Rupees One Lakh only) from the above said advance payment and refund the balance to you without any interest.
- 6) The Purchaser has received and seen the floor plan & specifications of the said flat at the time of booking and has agreed the same.
- 7) Once the allotment of the said Apartment is cancelled as above, you shall cease to have any claim/ right on the said Apartment and we shall be entitled to dispose of the same Apartment at our own discretion.

Thanks and Regards,

For ASR Promoters and Developers LLP

Acceptance of allotment of the said Apartment

I/We, hereby acknowledge to have checked the said Disclosures and have received and checked all the documents of title relating to project land and plans, designs and specification and future potential prepared by the Project Architect and all other such documents. We have read and understood above said Allotment Letter and we hereby accept the allotment of the said Apartment from you subject to above said terms and conditions.

Thanks & Regards,

Allottee No. 1

Name:

Sign

Allottee No. 2

Name:

Sign:

AGREEMENT

THIS ARTICLE OF AGREEMENT IS MADE AND EXECUTED AT PUNE ON THIS ____ DAY
OF _____, 2017.

BETWEEN

1) MR. MARUTI SOPAN DUDHALE for himself & as the karta of Joint Hindu Family Age:- 58 yrs, Occ:- Agriculturist,	2) MRS. ALKA MARUTI DUDHALE Age:- 52 yrs, Occ:- Housewife,
3) MR. SANTOSH MARUTI DUDHALE Age:- 33 yrs, Occ:- Agriculturist	4) MRS. CHHAYA SANTOSH DUDHALE Age:- 30 yrs, Occ:- Housewife, No. 1 to 4 residing at : Mouje Bavdhan Bk., Tal. Mulshi, Dist. Pune
5) MRS. SWATI NILESH ZAGADE Age:- 26 yrs, Occ:- Housewife, Residing at: Dhayari, Tal. Haveli, Dist. Pune	6) MRS. SEEMA RAHUL GORE Age:- 32 yrs, Occ:- Housewife, Residing at: Chakan Tal. Mulshi, Dist. Pune
7) MRS. SARIKA SANDESH BADHE, Age:- 30 yrs, Occ:- Housewife, Residing at: Kondhava, Tal. Haveli, Dist. Pune	8) SMT. MUKTABAI SAHADU KUDALE Age:- 72 yrs, Occ:- Housewife, Residing at: Mouje Lavale, Tal. Mulshi, Dist. Pune
9) MRS. VATSALABAI MHASKU KALAMKAR Age:- 67 yrs, Occ:- Housewife	10) MR. CHANDRASHEKHAR MHASKU KALAMKAR Age:- 42yrs, Occ:- Agriculturist &Service,
11) MR. NITIN MHASKU KALAMKAR, Age:- 40 yrs, Occ:- Agriculturist, No. 9 to 11 residing at: Mouje Lavale, Tal. Mulshi, Dist. Pune	12) SMT. KAMAL DNYANESHWAR GAIKWAD Age:- 62yrs, Occ:- Housewife
13) MR. ANIL DNYANESHWAR GAIKWAD Age:- 47 yrs, Occ:- Service	14) MR.NITIN DNYANESHWAR GAIKWAD Age:- 42 yrs, Occ:- Service, No. 12 to 14 Residing at: Mouje Bavdhan Bk., Tal. Mulshi, Dist. Pune
15) MR. SHANTARAM SOPAN DUDHALE for himself & as the karta of Joint Hindu Family and as a natural guardian of No. 17, Age:- 52 yrs, Occ:- Agriculturist	16) MRS. ASHA SHANTARAM DUDHALE Age: 47 Yrs, Occ:- Housewife,

17) MR. YOGESH ALIAS AKASH SHANTARAM DUDHALE Age:- Minor , Occ:-Education, No. 15 to 17 Residing at: Mouje Bavdhan Bk., Tal. Mulshi, Dist. Pune	18) MRS. SHEETAL SANTOSH PHULE Age: 29 Yrs, Occu.:- Housewife Residing at: Mouje Charoli,Tal. Mulshi, Dist. Pune
19) MRS.GEETANJALI SANDEEP GARUD Age:- 29 yrs, Occ:- Housewife, Residing at: Mouje Lohgaon, Tal. Haveli, Dist. Pune	20) MRS.NEETA GANESH AHER Age:- 27 yrs, Occ:- Housewife, Residing at: Mouje Chikhali,Tal. Maval, Dist. Pune
21) MRS. KALYANI ALIAS LATA RAHUL TAJNE Age: 24 Yrs, Occ.:- Housewife, Residing at: Mouje Charoli, Tal. Mulshi, Dist.Pune	22) MRS. DEEPALI ROHIT BENKAR Age: 23Yrs, Occ.: Housewife, Residing at: Mouje Dhayari, Tal. Haveli, Dist. Pune.
23) SMT. MUKTABAI SAHADU KUDALE Age: 72 Yrs, Occu.: Housewife, Residing at: Mouje Lavale, Tal. Mulshi., Dist.Pune	24) MRS. RANJANA BHAUSO CHAKANKAR Age: 52 Yrs, Occu. Housewife, Residing at: Baner, Tal. Mulshi, Dist. Pune

Hereinafter Owners No. 1 to 24 jointly and collectively referred to as the, “SAID OWNER NO. 1.

1) MR. GULAB RAGHU DUDHALE for himself & as the karta of Joint Hindu Family Age:- 58 yrs, Occ:- Service	2) MRS. MANGALA GULAB DUDHALE Age:- 52 yrs, Occ:- Housewife,
3) MR. MANGESH GULAB DUDHALE (For himself & as a natural guardian of No. 5 Aditya) Age:- 34 yrs, Occ:- Service	4) MRS. JAYASHREE MANGESH DUDHALE, Age:- 27 yrs, Occ:- Housewife,
5) MR. AADITYA MANGESH DUDHALE Age:- 14 yrs, Occ:- Education, No. 1 to 5 residing at: Mouje Bavdhan Bk., Tal. Mulshi, Dist. Pune.	6) MRS. MANISHA SACHIN BIRDAWADE, Age:- 30 yrs, Occ:- Housewife, Residing at: Sangamwadi, Tal. Haveli, Dist. Pune
7) MRS. YOGEEETA SURESH KALAMKAR, Age:- 28 yrs, Occ:- Housewife, Residing at: Moje Baner,Tal. Mulshi, Dist. Pune.	8) MR. SURESH RAGHU DUDHALE (for himself & as the Karta of Joint Hindu Family) Age:- 52 yrs, Occ:- Service
9) MRS. VIDYA SURESH DUDHALE, Age:- 47 yrs, Occ:- Housewife,	10) MR. AMOL SURESH DUDHALE Age: 27 Yrs, Occu.: Agriculturist, No. 8 to 10 residing at: Mouje Bavdhan Bk., Tal. Mulshi, Dist. Pune.
11) MRS.ARTI SWAPNIL BENKAR, Age:- 26 yrs, Occ:- Education, Residing at: Dhayari, Tal. Haveli, Dist.Pune	12) MRS. CHANDRBHAGA EKNATH KUDALE, Age:- 64 yrs, Occ:- Housewife, Residing at

	Mouje Lavale,Tal. Mulshi, Dist. Pune.
13) MRS. INDUBAI SOPAN HOLE, Age:- 63 yrs, Occ:- Housewife, Residing at: Mouje Darawali,Tal. Mulshi, Dist. Pune.	14) MRS. USHA ALISA ASHA VILAS DHASADE, Age:- 47 yrs, Occ:- Housewife, Residing at: At/Post Veer, Tal. Purandar, Dist. Pune
15) MR. BAPUSAHEB SONBA DUDHALE (for himself & as the Karta of Joint Hindu Family)Age:- 47 yrs, Occ:- Service,	16) MRS.JAYSHREE BAPUSAHEB DUDHALE Age:- 41 yrs, Occ:- Housewife
17) MR. SANKET BAPUSAHEB DUDHALE Age: 20 Yrs, Occu.: Education, NO. 15 to 17 residing at: Mouje Bavdhan Bk., Tal. Mulshi, Dist. Pune.	18) MRS. SAYALI JAMDADE Age: 24 Yrs, Occ:- Housewife, Residing at: Vakad, Tal. Mulshi, Dist. Pune
19)) MR. DATTATRAYA SONBA DUDHALE (for himself & as the karta of Joint Hindu Family) Age:- 44 yrs, Occ:- Agriculturist,	20) MRS SWATI DATTATRAYA DUDHALE Age: 38 Yrs, Occu.: - Housewife
21) MR. SAHIL DATTATRAYA DUDHALE, Age:- Minor, through his natural guardian MR. DATTATRAY SONBA DUDHALE	22) MR. SHARAD SONBA DUDHALE (for himself & as the karta of Joint Hindu Family and natural guardian of No.24 & 25 Vashanvi and Tejashree) Age:- 42 yrs, Occ:- Agriculturist
23) MRS.ANURADHA SHARAD DUDHALE Age: 36 Yrs, Occ.: - Housewife	24) MISS VAISHNAVI SHARAD DUDHALE Age: Minor, Occu: Education
25) MISS TEJASHREE SHARAD DUDHALE Age: Minor, Occu. Education, NO. 19 to 25 residing at: Mouje Bavdhan Bk., Tal. Mulshi, Dist. Pune.	26) MRS. PARUBAI SADASHIV RAIKAR Age: 57 Yrs, Occu. Housewife, Residing at: Mouje Dhayari, Tal. Haveli, Dist. Pune
27) MRS. SALUBAI ALIAS SUREKHA VITTHAL SANKPAL Age: 51 Yrs, Occu. Housewife, Residing at: Bopkhel, Tal. Mulshi, Dist. Pune	

Hereinafter owners No 1 to 27 jointly and collectively referred to as the, “ SAID OWNER NO. 2 ”.

1) MR. SURYAKANT MUKUNDARAO HUNDIWAL - Age: 59 Yrs,Occu.: Business Residing at: 88/5B, Kothrud Pune 411038,	2) MR. MANOJ BHIMRAO BELAMKAR - Age: 49 Yrs,Occu.: Business Residing at: 88/1B, Kothrud Pune 411038 ,
3) MR. VYANKTESH NARSAYYA DIKONDA Age: 76 Yrs,Occu.: Business, Residing at: 135, Warje Malwadi,Pune 411052	4) MR. CHARUHAS BHALCHANDRA LIMYE Age: 44 Yrs,Occu.: Business, Residing at: 383 B, Shaniwar Peth, Ganesh Krupa Society, Pune 411030

Hereinafter owners No. 1 to 3 jointly & collectively referred to as the,"**SAID OWNER NO. 3**" .

1) MR. DEVRAM GENU DUDHALE (for himself & as the karta of Joint Hindu Family) Age:- 67yrs, Occ:- Agriculturist,	2) MRS. DWARKABAI DEVRAM DUDHALE, Age:- 62 yrs, Occ:- Housewife,
3) MR. SANTOSH DEVRAM DUDHALE, (for himself & as Natural guardian of No. 5 & 6 – Prachi & Prathmesh) Age: 40 Yrs, Occu.: Service	4)MRS. MANISHA SANTOSH DUDHALE - Age: 35 Yrs, Occu.: Service
5) MISS PRACHI SANTOSH DUDHALE - Age: Minor, Occu.: Education,	6) MISS PRATHMESH SANTOSH DUDHALE Age:Minor Occu.: Education,
7) MR. PANDURANG DEVRAM DUDHALE (for himself & as Natural guardian of No. 9 - Om) Age: 37 Yrs, Occu.: Service	8) MRS. PRAMILA PANDURANG DUDHALE Age:31 Yrs, Occu.: Housewife
9) MR.OM PANDURANG DUDHALE - Age: Minor, Occu.: Education	10) MR. SOMNATH DEVRAM DUDHALE (for himself & as Natural guardian of No. 12–Giriraj) Age: 34 Yrs, Occu.: Agriculturist
11) MISS JYOSTHNA SOMNATH DUDHALE Age: 30, Occu.: Housewife	12) MR. GIRIJ SOMNATH DUDHALE Age: 14 Yrs, Occu.: Education
13) MR. NARAYAN GENU DUDHALE (for himself & as the karta of Joint Hindu Family) Age:- 52 yrs, Occu.: Agriculturist,	14) MRS. HIRABAI NARAYAN DUDHALE - Age: 45 Yrs, Occu. : Housewife
15) MR. GANESH NARAYAN DUDHALE - Age: 24 yrs, Occu.: Service,	16) MR. SAGAR NARAYAN DUDHALE - Age: 22 Yrs, Occu.: Service, No. 1 to 16 all residing at: Mouje Bavdhan Bk, Tal. Mulshi, Dist. Pune 411021,
17) MRS. ROHINI HANUMANT TODKAR Age: 28 yrs, Occu.: Housewife, Residing at: Shikrapur, Tal. Shirur, Dist.Pune,	18) MR. DNYANADEV PANDURAN JADHAV Age: 54 yrs, Occu.: Service
19) MRS. KALPANA DNYANADEV JADHAV Age: 45 Yrs, Occu.: Housewife	20) MR. NILESH DNYANADEV JADHAV, Age: 20 Yrs, Occu.: Education
21) MISS. SONALI DNYANADEV JADHAV Age: 22 Yrs, Occu.: Education,	22) MR. PANDURANG LAXMAN JADHAV Age: 75 Yrs, Occu.: Agriculturist, No. 18 to 22 residing at : Mouje Darwali, Tal. Mulshi, Dist. Pune.

Hereinafter owners No. 1 to 22 Jointly & Collectively referred to as the, “**SAID OWNER NO. 4**”.

1) MR. RAJENDRA BALNATH BHUNDE - Age: 42 Yrs, Occu. Busines	2) SMT. PARUBAI MAHADU MALI ALIAS DUDHALE - Age: 70 Yrs, Occu.:Housewife
3) MRS. ASHA DNYANDEV MHETRE Age: 40 Yrs, Occu.: Housewife	4) MRS. ANITA MOHAN TAMHANE Age: 36 Yrs, Occu.: Housewife
5) MR. PRAMOD DATTATRAYA DUDHALE (for himself & as Natural guardian of No. 7 & 8 – Yash & Ovi) Age: 40 Yrs, Occu.: Business	6) MRS. LATA PRAMOD DUDHALE Age: 35 Yrs, Occu. Housewife
7) MR. YASH PRAMOD DUDHALE Age: Minor Occu.: Education,	8) MISS OVI PRAMOD DUDHALE Age: Minor, Occu.: Education
9) MR. GANESH DATTATRAYA DUDHALE (for himself & as Natural guardian of No. 11 – Swara) Age: 37 Yrs, Occu.: Business,	10) MRS. SULESHA GANESH DUDHALE - Age: 32 Yrs, Occu.: Housewife,
11) MISS SWARA GANESH DUDHALE - Age: 4 Yrs, Occu.: Education,	12) SMT. BHAMABAI DATTATRAYA DUDHALE - Age: 57 Yrs, Occu. Housewife, No. 1 to 12 residing at: Mouje Bavdhan Bk, Tal. Mulshi, Dist.Pune
13) MRS. KAVITA NARAYAN BANKAR Age: 37 Yrs, Occu: Service, Residing at: Khed, Tal. Rajgurunagar, Dist. Pune,	14) MR. TUKARAM SAKHARAM DUDHALE (for himself & as the Karta of Joint Hindu Family) Age: 69, Occu. Agriculturist,
15) MRS. LILABAI KTUKARAM DUDHALE - Age: 62 Yrs, Occu. Housewife,	16) MRS. CHHAYA ARJUN GANDHILE - Age: 44 Yrs, Occu.: Housewife, Residing at: Mouje Baner, Tal. Mulshi, Dist. Pune.

Hereinafter owners No. 1 to 16 jointly & collectively referred to as the **"SAID OWNER NO. 5"**.

1) MR. RAMDAS BAPU AADHAV (for himself & as the karta of Joint Hindu Family), Age: 67 Yrs, Occu.: Agriculturist	2) MRS. SHARADA RAMDAS AADHAV Age: 62 Yrs, Occu.: Housewife
3) MR. NAVNATH RAMDAS AADHAV Age: 37 Yrs, Occu.: Buisness	4) UMESH RAMDAS AADHAV Age: 34 Yrs, Occu.: Business,
5) MR. NAMDEV BAPU AADHAV (for himself & as the karta of Joint Hindu Family) , Age: 55, Yrs, Occu.: Agriculturist	6) MRS. KAMAL NAMDEV AADHAV Age: 52 Yrs, Occu.: Housewife,
7) MR. DIGAMBAR NAMDEV AADHAV Age:34 Yrs, Occu.: Business,	8) MR. KIRAN NAMDEV AADHAV Age: 32 Yrs, Occu.: Business
9) SMT. LAXMIBAI BAPU AADHAV Age: 85 Yrs, Occu.: Housewife, No. 1 & 9	10) MRS. SUSHILA MURLIDHAR VALUJKAR,

residing at: Mouje Bavdhan Bk, Tal. Mulshi, Dist. Pune	Age: 60 Yrs, Occu: Housewife
11) MRS. ASHA VALUNJKAR Age: 60 Yrs, Occu.: Housewife No. 10 & 11 Residing at: Pimpri, Tal. Haveli, Dist.Pune	11) MRS. USHA MANOHAR PANDE Age: 57 Yrs, Occu.: -Housewife, Residing at: Narayan Peth, Pune , Tal. Haveli, Dist.Pune.

Hereinafter, owners No. 1 to 11 jointly & collectively referred to as the, "**SAID OWNER No. 6**".

1) MRS. JAYSHREE SHIVAJI VARE - Age: 45 Yrs, Occu.: Housewife	2) MRS. SUREKHA SANJEEV BORSE Age: 44 Yrs, Occu.: Housewife
3) MRS. PRATHIBHA VIJAYKUMAR BORSE - Age: 44 Yrs, Occu.: Housewife,	4) MR. RAJENDRA BALNATH BHUNDE Age: 42 Yrs, Occu.: Business,
5) MRS. NIRMALA BALNATH BHUNDE - Age: 64 Yrs, Occu.: Business, No. 1 to 5 residing at: Mouje Bavdhan Bk, Tal. Mulshi, Dist. Pune.	

Hereinafter owners No. 1 to 5 jointly & collectively referred to as the, "**SAID OWNER No. 7**".

1) SMT. RUPALI DATTATRAYA BHUNDE Age:- 40 yrs, Occ:- Business	2) MR. PRANAV DATTATRAYA BHUNDE, Age:- 20 yrs, Occ:- Education
3MR. ONKAR DATTATRAYA BHUNDE Age:- 18 yrs, Occ:- Education No. 1 to 3 Residing at: Mouje Bavdhan Bk., Tal. Mulshi,Dist. Pune	

Hereinafter owners No. 1 to 3 jointly & collectively referred to as the, "**SAID OWNER No. 8**".

1) MR. RAJARAM NARAYAN DUDHALE Age:- 77 yrs, Occ:- Agriculturist	2) MRS. LILABAI RAJARAM DUDHALE Age:- 70 yrs, Occ:- Hosuewife
3) MR. VITTHAL RAJARAM DUDHALE Age:- 52 yrs, Occ:- Agriculturist, PAN : AZPPD9003L	4) MRS. ANITA VITTHAL DUDHALE Age:- 48 yrs, Occ:- Housewife

5) MR. SANCHIT alias SACHIN VITTHAL DUDHALE Age:- 25 yrs, Occ:- Education PAN : AZPPD899ID	6) MR. SHRIPAD VITTHAL DUDHALE Age:- 22 yrs, Occ:- Education No. 1 to 6 R/at : Bavdhan Bk., Tal. Mulashi, Dist. Pune.
7) MRS. SUBHADRA JALINDAR GAIKWAD (before marriage SUBHADRA RAJARAM DUDHALE) Age:- 57 yrs, Occ:- Housewife R/at : Uttamnagar, Tal. Haveli, Dist. Pune	8) MRS. RUKMINI alias BABY SHIVAJI HIVARKAR (before marriage BABY RAJARAM DUDHALE) Age:- 40 yrs, Occ:- Housewife, R/at : A/P Medad, Tal. Baramati, Pune 412304.
9) LATE BAJIRAO NARAYAN DUDHALE THROUGH HIS LEGAL HEIR No. 9 SMT. TANHUBAI BAJIRAO DUDHALE Age:- 67 yrs, Occ:- Housewife	10) MR. HARISHCHANDRA BAJIRAO DUDHALE (For himself and as the karta of Hindu Joint family) Age:- 51 yrs, Occ:- Agriculturist PAN : ANQPD6636G
11) MRS. MANISHA HARISHCHANDRA DHUDHALE Age:- 44 yrs, Occ:- Housewife	12) MR. AJIT HARISHCHANDRA DUDHALE Age:- 25yrs, Occ:- Education PAN : AVAPD3772H
13) MR. ONKAR HARISHCHANDRA DUDHALE Age:- 23 yrs, Occ:- Education No. 9 to 13 R/at : Bavdhan Bk., Tal. Mulashi, Dist. Pune.	14) MR. BABASAHEB BAJIRAO DUDHALE For himself and as the karta of Hindu Joint family Age:- 43 yrs, Occ:- Agriculturist PAN : AGTPD2509C
15) MRS. SWATI BABASAHEB DUDHALE Age:- 37 yrs, Occ:- Housewife For herself and as a natural guardian of No. 17	16) MR. PRAFULLA BABASAHEB DUDHALE Age:- 18 yrs, Occ:- Education
17) MR. PRANAV BABASAHEB DUDHALE Age:- 16 yrs, Occ:- Education No. 14 to 17 R/at :	18) MRS. POONAM VIJENDRA LOKHANDE (before marriage POONAM BAJIRAO DUDHALE) Age:- 28 yrs, Occ:- Housewife R/at : A/P Chikhali, Tal. Haveli, Dist. Pune
19) MR. GAJANAN NARAYAN DUDHALE For himself and as the karta of Hindu Joint family, Age:- 69 yrs, Occ:- Agriculturist	20) MRS. SINDHUBAI GAJANAN DUDHALE Age:- 64 yrs, Occ:- Housewife
21) MRS. NILESHA SHANKAR DUDHALE Age:- 38 yrs, Occ:- Housewife For herself and as a natural guardian of No. 23	22) MR. SHANTANU SHANKAR DUDHALE Age:- 19 yrs, Occ:- Education
23) MASTER RITESH SHANKAR DUDHALE Age:- 14 yrs, Occ:- Education	24) MR. SANDIP GAJANAN DUDHALE Age:- 42 yrs, Occ:- Agriculturist

25) MRS. PRITI SANDIP DUDHALE Age:- 38 yrs, Occ:- Housewife For herself and as a natural guardian of No. 26 and 27	26) MASTER SAHIL SANDIP DUDHALE Age:- 15 yrs, Occ:- Education
27) MASTER RUDRA SANDIP DUDHALE Age:- 10 yrs, Occ:- Education No. 19 to 27 R/at : Bavdhan Bk., Tal. Mulashi, Dist. Pune.	28) MRS. ASMITA RAHUL DUDHALE Age:- 36 yrs, Occ:- Housewife For herself and as a natural guardian of No. 26 and 27
29) MASTER PARTH RAHUL DUDHALE Age:- 13 yrs, Occ:- Education	30) MASTER HARSH RAHUL DUDHALE Age:- 3 yrs, Occ:- Education
31) MRS. ROHINI KUNDLIK SAYKAR (before marriage ROHINI GAJANAN DUDHALE) Age:- 38 yrs, Occ:- Housewife PAN : BJZPS4718L No. 28 to 31 R/at : Baner, Tal. Haveli, Dist. Pune - 411007.	32) SMT. SAGUNABAI LAXMAN KEDARI Age:- 70 yrs, Occ:- Housewife R/at : Bavdhan Bk., Tal. Mulashi, Dist. Pune.
33) MRS. MUKTABAI alias SITABAI RAMBHAU SAYKAR Age:- 64 yrs, Occ:- Housewife R/at : Baner, Tal. Haveli, Dist. Pune - 411007.	34) MR. SHANKAR GAJANAN DUDHALE Age: 45 Years, Occu. Business
35) MR. RAHUL GAJANAN DUDHALE Age: 40 Yrs, Occu. Business , No. 34 & No.35 are residing at: Bavdhan Bk., Tal. Mulshi, Dist. Pune.	

Hereinafter, owners No. 1 to 35 jointly & collectively referred to as the, "**SAID OWNER No. 9**".

Owners No. 1 to 9 through their Constituted Attorney,

M/S. ASR PROMOTERS AND DEVELOPERS LLP, PAN: AAXFA9605J, a Limited Liability Partnership Firm duly registered under the provisions of the Limited Liability Partnership Act, 2008 having its principal place of business at:- 927/302, 3rd Floors, Sanas Memories, F.C. Road, Pune - 411004, thorough it's Partner, **MR. SHAMKANT JAGANNATH SHENDE** - **Age: 58 Years, Occupation: - Business, Office/at: - 927/302, 3rd Floors, Sanas Memories, F.C. Road, Pune – 411004.**

----- Hereinafter owners No. 1 to 9 jointly & collectively referred to as the "**SAID OWNERS**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include their heirs, executors and administrators and assignees.)

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

AND

M/S. ASR PROMOTERS AND DEVELOPERS LLP, PAN: AAXFA9605J, a Limited Liability Partnership Firm Duly registered under the provisions of the Limited Liability Partnership Act, 2008 having its principal place of business at:- 927/302, 3rd Floors, Sanas Memories, F.C. Road, Pune - 411004, thorough it's Authorised Partners

1) MR. SHAMKANT JAGANNATH SHENDE, Age: - 58 Years, **Occupation:** - Business, Residing at : 927/302, 3rd flaoor, Sanas Memories,Pune **AND/OR 2) MR. MUKESH MANOHAR YEOLE**, Age: 42 years, **Occupation:** Business, having office at : 2, Raghuwansh Apartment, Model Colony, 940/4, Shivajinagar, Pune 411016 **AND/OR 3) MR. SACHIN POPATLAL NAHAR** - **Age:** 40 Years, **Occupation:** Business, having office at : 701, 7th Floors, Pride Purple Accord, Near Mahabaleshwar Hotel, Baner, Pune 411046 -

----- Hereinafter referred to as a "**SAID 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 SECOND PART**

AND

1) MR./MRS.,
Age;- yrs, Occ:-
R/at:-
.....

2) MR./MRS.,
Age;- yrs, Occ:-
R/at:-
.....

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

---- **PARTY OF THE THIRD PART**

WHEREAS,

1. All that piece and parcel of the lands admeasuring **3 H. 94 R.**, situated at **Village Bavdhan, Bk., Tal. Mulshi, Dist. Pune**, having Survey Numbers, Hissa Numbers, Total Area and Area under subject matter of project is as under:-

Sr. No.	Survey No.	Total Area H.- R.	Project Area by sale deed H.- R.	Project Area by Development Agreement H.- R.	Total Project Area H.- R.
1	2/1	00-28	----	00-28	00-28
2	3	00-26	---	00-26	00-26
3	4	00-28	----	00-28	0-28
4	5/1	00-13	---	00-13	00-13
5	5/2	00-23	00-9.75	00.11.25	00-21
6	5/3	00-14	---	00-14	00-14
7	5/4	00-1	---	00-01	00-01
8	6/1	00-25	----	00-25	00-25
9	6/2	00-36	-----	00-36	00-36
10	7/1	00-60	00-50	---	00-50
11	7/2	00-11	00-8.5	----	00-8.5
12	7/3	00-30	----	00-30	00-30
13	8/2	00-24	00-06	00-17	00-23
14	8/3	00-22	00-17	----	00-17
15	10/1/A	00-51	00-01	00-25	00-26
16	10/2	00-09	00-4.5	---	00-4.5
17	10/3	00-17	-----	00-15	00-15
18	11/A/1/A	00-07	00-07	----	00-07
19	11/A/1/2/C	00-10	00-10	----	00-10
20	11/A/1/2/D	00-10	00-8.64	---	00-8.64
21	11/A/2/2	00-10	00-2.36	----	00-2.36
Total Area		4-55	1-24.75	2-69.25	03-94

The lands admeasuring 03 H. 94 R. is the subject matter of the project, which is more particularly described in the **SCHEDULE - I** hereunder written and hereinafter referred to as **“SAID PROJECT LAND”**, for the sake of convenience only. The Promoter is the owner of the land admeasuring 1 H. 24.75 R and said owners are owners of the land admeasuring 02 H.69.25 R out of the said project land 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 project land to the intending purchasers .

2. RECITAL / FLOW OF TITLE OF SAID PROJECT LAND:-

2.1 The said Promoter is the owner of the land admeasuring 01 H.24.75 R. out of the said project land and same is purchased from the following respective persons by the said Promoter, the details of which as under :-

Sr. No.	Name of the Vendor	Survey No.	Area in ARE	Details of Sale Deed Date and Registration No
1	Mr. Harish Wagh and Others	5/2	9.75	22/05/2015,3118/2015, 22/05/2015, 3115/2015,
2	Mrs. Vidya Nikam and others	7/1	50R	24/06/2013, 4605/2013,
3	Mr. Arun Sampat Patil	7/2	8.5 R	7/5/2014, 3122/2014
4	Mrs. Mangala Hanumant Hole &	8/2	6 R	08/01/2015, 314/2015
5	Mr. Dattatraya Genu Tapkir & Others	8/3	17 R	4/3/2014, 1653/2014, 15/04/2013, 6871/2013, 25/09/2013, 7022/2013
6	Mr. Santosh Namdev Varkhade	10/1/A	01R	04/03/2014, 1649/2014
7	Mrs. Ratnaprabha Ashok Dighe	10/2	4.5R	2/5/2014,3056/2014
8	Mr.Ankush Ramchandra Bandal &	11/A/1A	07 R	26/12/2013, 9240/2013
9	M/s Rohan Builders & Promoters	11/A/1/A/C, 11/A/1/2/D, 11/A/2/2	21 R.	27/05/2014, 3729/2014
TOTAL AREA			01 H. 24.75	

2.2 The owners No. 1 to 9 are the owners of the land admeasuring 02 H. 69.25 R out of the said project land and the said Promoter has obtained development rights of the land admeasuring 02 H. 69.25 R. from the said owners, the details of which are as under :-

2.2.1 The owner No. 1 is the owner of the land admeasuring 00 H. 28 R. The said owner executed Development Agreement and Power of Attorney as mentioned herein under in favour of 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. 28R. 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. Shantaram Sopan Dudhale and others	2/1	0 H. 14 R.	Dated 6/5/2015 Reg. No. 2628/2015
2	Mr. Maruti Sopan Dudhale & Others	2/1	0 H. 14 R.	Dated 6/5/2015 Reg. No. 2626/2015

2.2.2 The owner No. 2 is the owner of the land admeasuring 00 H. 56 R. The said owner executed Development Agreement and Power of Attorney as mentioned herein under in favour of 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. 56 R. and the detail of the same is as under :-

Sr. No.	Name of the Vendor	Surve No.	Area In ARE	Details of development agreement
1	Mr. Gulab Raghu Dudhale & Others	3 7/3	0 H. 26- R. 0 H. 30 R	Dated 4/2/2015 Reg. No. 1232/2015

2.2.3 The owner No. 3 is the owner of the land admeasuring 00 H. 13 R. The said owner executed Development Agreement and Power of Attorney as mentioned herein under in favour of 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. 13 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. Suryakant Mukundrao Hundiware & Others	5/1	13 R	11/06/2015, Reg.No. 3603/2015

2.2.4 The owner No. 4 is the owner of the land admeasuring 00 H. 28.25 R. The said owner executed Development Agreement and Power of Attorney as mentioned herein under in favour of 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. 28.25 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. Devram Genu Dudhale and others	5/2 &	18.5	30/1/2015, 1055/2015
2	Mr. Dnyandev Pandurang Jadhav and others	5/2 &	9.75 R.	29/9/2015, 9165/2015

2.2.5 The owner No. 5 is the owner of the land admeasuring 00 H. 14 R. The said owner executed Development Agreement and Power of Attorney as mentioned herein under in favour of 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. 14 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. Pramod Dattu Dudhale & Others	5/3	10.39 R	16/7/2015, 4185/2015
2	Mr. Rajendra Balnath Bhunde	5/3	2.96 R	15/04/2015, 3625/2015
3	Mr. Tukaram Sakharan Dudhale	5/3	1.21	16/6/2015, 3771/2015

2.2.6 The owner No. 6 is the owner of the land admeasuring 00 H. 25 R. The said owner executed Development Agreement and Power of Attorney as mentioned herein under in favour of 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. 25 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. Ramdas Bapu Adhav & Others	6/1	25 R	2/6/2015, 3392/2015

2.2.7 The owner No. 7 is the owner of the land admeasuring 00 H. 25 R. The said owner executed Development Agreement and Power of Attorney as mentioned herein under in favour of 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. 25 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. Rajendra Balnath Bhunde & Others	10/1/A	25 R	19/9/2013, 6869/2013

2.2.8 The owner No.8 is the owner of the land admeasuring 00 H. 17 R. The said owner executed Development Agreement and Power of Attorney as mentioned herein under in favour of 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. 15 R. out of the land admeasuring 00 H. 17 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	Smt. Rupali Dattaraya Bhunde & Others	10/3	15 R out of the 17 R	19/9/2013, 6867/2013

2.2.9 The owner No. 9 is the owner of the land admeasuring 00 H. 64 R. The said owner executed Development Agreement and Power of Attorney as mentioned herein under in favour of 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. 64 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. Rajaram Narayan Dudhale and others	4	28 R	27/4/2017, 3116/2017
2	Mr. Rajaram Narayan Dudhale and others	6/2	36 R.	27/4/2017, 3116/2017

3. The said Promoter by above mentioned Sale Deeds, Development Agreements and Power of Attorney's, is entitled to develop land admeasuring 03 H 94 R. i. e. 39400 Sq. Mtrs., which is more particularly described in the Schedule-I written hereunder and hereinafter referred as **"SAID PROJECT LAND"** for sake of convenience only.

4. There are no covenants, impediments, tenants and illegal encroachment on the project land, which affect the title of the project land. Moreover the said project land is freehold land and therefore no prior permission is required for sale of the said project land.

5. **Mortgage –**

5.1 The said Promoter and Abhinav Rainbow Developers and Promoters LLP have availed Term Loan Facility of not exceeding Rs. 25 Crore from ICICI Bank and accordingly said Promoter and Abhinav Rainbow Developers and Promoters LLP executed Facility Agreement dated 19/1/2016 in favour of said bank. Moreover the said Promoter and Abhinav Rainbow Developers and Promoters LLP also executed separate Deed of Mortgage dated 19/1/2016 and thereby mortgaged the part of the said project land with ICICI Bank, Pune for Rs. 25 Crore. The said Mortgage Deed is duly registered in office of Sub Registrar Haveli No. 15, Pune at Sr. No. 746/2016.

5.2 The Promoter may avail further loan in future if required for completion of the said project.

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

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

7.1 The said Promoter decided to carry out construction under name & style as "PEBBLES URBANIA" at Bavdhan Bk. on the said project land and therefore said Promoters to carry out the construction of the said scheme on said project land, has engaged **G.A. Bilare Consultants Pvt. Ltd.** as the **RCC Consulant** for the preparation of the structural design and drawings of the buildings, **Arcon**

Associates as the building designer and Gohad Architects as an Architect, registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; for carrying out scheme of construction “PEBBLES URBANIA” on the said project land as per the structural designs and building plans approved by Collector Pune and Pune Metropolitan 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

7.2 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 “**PEBBLES URBANIA**” project.

7.3 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 agreement. However, the said Promoter herein reserves his 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.

7.4 **Current Sanction of the said Project:**
The said Promoter proposed to carry out scheme of construction upon the said project Land of total 8 buildings bearing No. “A to H” and Club House building (which are hereinafter referred as the “**SAID BUIDINGS**” for the sake of convenience only), the details of said buildings are as under : -

SR. NO.	BUILDING NUMBER	PARTICULERS OF FLOORS
1	“A”	Ground Floor Parking + Stilt Floor Parking + Upper Twelve (12) Floors.
2	“B”	Ground Floor Parking + Stilt Floor Parking + Upper Ten (10) Floors.
3	“C”	Ground Floor Parking + Stilt Floor Parking + Upper Twelve (12) Floors.
4	“D”	Ground Floor Parking + Stilt Floor Parking + Upper Twelve (12) Floors.
5	“E”	Ground Floor Parking + Stilt Floor Parking + Upper Eleven (11) Floors.

6	“F”	Ground Floor Parking + Stilt Floor Parking + Upper One (1) Floor.
7	“G”	Ground Floor Parking + Stilt Floor Parking + Upper Seven (07) Floors.
8	“H”	Six (6) Row Houses. (Ground Floor + Upper One Floor)
9	Club House	Ground Floor + Upper One Floor.

7.5 The said Promoter decided to complete the construction of said buildings by using, utilizing and consuming the Floors Area Ratio/Floors Space Index (“FAR/FSI”) originating from the physical area of the said project land as shown in the sanctioned building plan referred herein under and by obtaining/availing permissible “TDR” (Transferable Development Rights), 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 and/or any other statutory Authority, thereby exploiting full development rights of the project land, the said Promoter by using, utilizing the same, will carry out construction of the said buildings and will construct the said buildings consisting of various Apartment and other tenements on Ownership basis.

7.6 **Future Potential /Proposed Construction of Project:**

AND WHEREAS there is possibility of getting additional F.S.I. in future in the form of either paid F.S.I, premium F.S.I., Floating F.S.I.,amenity /road handover F.S.I., T.D.R. and /or due to amalgamation of adjoining land. Whereever this additional F.S.I. / T.D.R. is sanctioned by the PMRDA and anyother statutory Authority to be used in the Project, the Promoter will apply for revision of plans and the proposed full potential layout may contain buildings having following configuration:

SR. NO.	BUILDING NUMBER	PARTICULER OF FLOORS
1	“A”	Ground Floor Parking + Stilt Floor Parking + Upper Twelve (12) Floors.
2	“B”	Ground Floor Parking + Stilt Floor Parking + Upper Twelve (12) Floors.
3	“C”	Ground Floor Parking + Stilt Floor Parking + Upper Twelve (12) Floors.

4	"D"	Ground Floor Parking + Stilt Floor Parking + Upper Twelve (12) Floors.
5	"E"	Ground Floor Parking + Stilt Floor Parking + Upper Twelve (12) Floors.
6	"F"	Ground Floor Parking + Stilt Floor Parking + Upper Fourteen (14) Floors.
7	"G"	Ground Floor Parking + Stilt Floor Parking + Upper Twelve (12) Floors.
8	"H"	Seven (7) Row Houses. (Ground Floor + Upper One Floor)
9	Club House	Ground Floor + Upper One Floor.

7.7 Statutory Permissions:

The said Promoter prepared building plan of the said buildings to be constructed on the said Project Land and same is also revised from time to time by the said Promoter and accordingly obtained Sanction Plans and revised building plans as mentioned herein under and accordingly also obtained 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.PMRDA/NA/SR/37/2015 Dated 19/10/2015
- II. Revised Non-Agricultural Permission bearing No.PMRDA/NA/SR/41/2016 Dated 28/04/2016,
- III. Commencement Certificate No. PMU/Mou. Bavdhan Bk.,/S,No. 7/1 & Others/P.K. 830 Dated 29/7/2015,
- IV. Commencement Certificate No. BMU/Mou. Bavdhan Bk.,/S,No. 2/1 & Others/P.K.3569 Dated 2/3/2016,
- V. Commencement Certificate No. BMU/Mou. Bavdhan Bk.,/S,No. 2/1 & Others/P.K.1277 Dated 23/12/2016
- VI. Environmental Clearance Letter Dated 17/10/2016 bearing No. SEAC-III-2015/CR-127/TC-3,

7.8 Completion Period of The Said Project

The Promoter will develop the said project as per the clause 7.3 and 7.5 and will give the possession of each building to respective allottee/s as under:

Building Number	Date of Completion
A	31 st December 2020
B	31 st December 2020
C	31 st December 2021
D	31 st December 2021
E	31 st December 2022
F	31 st December 2024
G	31 st December 2023
H	31 st December 2024

- 7.9 The said Promoter on observing and performing terms and conditions laid down by Collector Pune and PMRDA in the above mentioned commencement certificate, commenced the construction work of building bearing No. “A” to “H” upon the project land and announced the scheme of construction of a project called as **“PEBBLES URBANIA”** consisting residential Units (herein after referred to as the said “Project”).
8. By virtue of the above mentioned Sale Deed, Development Agreements & Power of Attorney’s, the Promoter has sole and exclusive right to sell the said apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee/s of the Apartments to receive the sale consideration in respect thereof;
9. The Allottee has applied to the Promoter for allotment of Flat/Apartment No. . - ----- on the ----- Floor, (herein after referred to as the said “Apartment”) in the "----" Building (herein after referred to as the said “Building”) being constructed in the said project by the Promoter;
10. On demand from the allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter and given all information in respect to the said project and proposed construction of 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;
11. The Promoter herein has requested to the allottee to carry out independent Search by appointing his/her/their own Advocate and to ask 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 project land.

12. 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 project land and proposed construction as mentioned hereinabove, the allottee/s has expressed his/her/their interest 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/s 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.
13. The authenticated copies of Certificate of Title issued by the Advocate of the Promoter, authenticated copies of 7/12 extract, 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 'A' and 'B'**, respectively.
14. The authenticated copy of the plan of the Layout as approved by the concerned Local Authority, have been annexed hereto and marked as **Annexure C1**.
15. The copy of the plan of the future potential/proposed construction Layout as proposed by the Promoter and according to which the construction of the buildings will be carried out, have been annexed hereto and marked as **Annexure C2**.
16. 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 have been annexed and marked as **Annexure D**.
17. The copy of the N.A. Order and Commencement Certificate, have been annexed hereto and marked as **Annexure E & F respectively**.
18. The specifications and amenities of the said Apartment agreed to be purchased by the Allottee/s, have been more particularly described in **Schedule IV** hereinunder.
19. The Promoter has got some of the approvals from the Collector Pune and PMRDA, for the said Project and shall obtain the future approvals from PMRDA and Collector Pune and other Statutory Authorities from time to time, so as to obtain Building Completion Certificate of the Buildings/ said Project.

- 20.** 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 Project land and the said building/s, 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.
- 21.** The Promoter has accordingly commenced construction of the building/s in accordance with the said sanctioned building plan as mentioned hereinabove.
- 22.** The carpet area of the said Apartment is ----- Sq. Mtrs. and "Carpet Area" means the net usable Floors area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.
- 23.** The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- 24.** 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.
- 25.** The registration of the said Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority will be completed within the time prescribed by law.
- And/Or
- 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. ----- Dated -----, have been annexed hereto and marked as Annexure G.
- 26.** Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- 27.** 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 hereby agrees to purchase the said Apartment .

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

1. The Promoter shall construct said Buildings on the said Project land in accordance with the sanctioned plans and which has been seen and verified by the Allottee/s herein with such modifications and variations as may be approved by the PMRDA from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications, which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law and also except such plans for proposed construction of building which have been disclosed to the allottee in clause No. 7.5 herein above.

- 1(a) (i) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Apartment No. ----- of the ---- type of residential unit of carpet area admeasuring ----- Sq. Mtrs., on ----- Floor in the building ----- (hereinafter referred to as "**the Said Apartment**"), the detail description of the said Apartment is more particularly given in the **SCHEDULE-II** hereunder written and as shown in the Floors plan thereof hereto annexed and marked in **Annexure D**, for the agreed lumpsum consideration of Rs. -----/- (In word Rs. -----), being the proportionate to the facilities appurtenant to the said Apartment including the expenses for obtaining electric connection and deposit for M.S.E.D.C.L., expenses for formation of society etc. Including share money, expenses for final conveyance, subject to the encumbrance of the limited areas and facilities but excluding all expenses of stamp duty and registration fees, Goods and Service Tax (CGST+SGST) etc. which will have to be paid by the allottee/s.
- ii) The Allottee/s has requested to allot one parking slot situated at Ground/stilt floor being constructed in the Layout. The Promoter has agreed to provide exclusive usage of one parking slot to Allottee/s. The Promoter is also authorized by the Allottee/s to make similar arrangement with other flat occupiers or allottee/s. Further, the Promoter have expressly and clearly made the fact known to the Allottee/s herein, that the ultimate organization of the flat purchasers/Association of Apartment owners shall be entitled and authorized to change/alter/revise the arrangement for the open parking slots as per Layout and the decision taken by the such ultimate organization shall be binding upon the Allottee/s. The Allottee/s hereby agrees for this arrangement and do hereby agree to indemnify and to keep indemnified the Owner/Promoter from any compensation/suits/legal consequences in future arising out of the same.

- (iii) The Promoter and the Allottee agree not to question or challenge the said consideration, the same having been settled on lump sum basis after considering all aspects and other terms of the agreement.

- 1(b) (i) The Allottee/s hereby agrees to pay to the Promoter the total consideration amount of Rs.-----/- in following manner:

Total slab	Sub-slab	Payment slab in percentage of total amount of Consideration	Amount Rs. Paise	Payment Description in Details
I.		9%	----- /-	On or before Agreement
II.		21%	----- /-	to be paid on / after the execution of present Agreement
III.		15%	----- /-	to be paid on completion of the Plinth of the building
IV.	a	5%	----- /-	to be paid on completion of the Second Slab of the building
	b	5%	----- /-	to be paid on completion of the Fourth Slab of the building
	c	5%	----- /-	to be paid on completion of the Sixth Slab of the building
	d	5%	----- /-	to be paid on completion of the Eight Slab of the building
	e	5%	----- /-	to be paid on completion of the Twelveth Slab of the building
V.		5%	----- /-	On completion of RCC of the staircases, lift wells, lobbies upto the floor level of the said Apartment
VI.		5%	----- /-	to be paid on completion of the walls, internal plaster, external plaster
VII.		5%	----- /-	On completion of elevation, terraces with water proofing of the building
VIII.		10%	----- /-	On completion of the flooring and doors and windows, sanitary fittings, external plumbings, lifts, water pumps, electrical fittings, entrances lobbies, lift protections, paving of areas.
IX.		5%	----- /-	to be paid against and at the time of handing over of the possession of the Apartment
Total		100%	Rs-----/-	In words Rs -----Only.

- (ii) The Allottee/s shall pay aforesaid consideration of **Rs.....**
(Rupees) to the Promoter herein within 8 days from the Allottee/s receiving a written intimation from the Promoter calling upon Allottee/s to make payment. Payment in time is essence of this agreement. The Promoter herein informed to the Allottee that aforesaid payment has to be made by the Allottee by cheques/demand drafts issued/drawn in the name of **ASR Promoters and Developers LLP**.
- (iii) Any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under the law for the time being in force while making any payment to the Promoters under this Agreement shall be deemed to have been paid by the Allottee/s and received by the Promoter and acknowledged / credited by the Promoter, only upon Allottee/s submitting original tax deducted at source certificate and the amount mentioned in the certificates matching with Income Tax Department website. Such certificate and/or challan shall be given by the Allottee/s immediately after making payment to concerned authority and in any event before delivery of possession of the said Apartment. Non compliance of the terms of this clause shall be treated as non-payment or default on the part of the Allottee/s and Promoter at its discretion shall be entitled to exercise its rights accordingly including charging of interest as charged by Income Tax Dept., termination, etc. The Promoter, at its discretion and without prejudice to its other rights, shall be entitled to withhold delivery of possession of the Apartment until Allottee/s complies the above. Without prejudice to its other rights and at its discretion / option, before handing over the possession of the Apartment, if any such certificate/challan is not produced, the Allottee/s shall, on demand made by the Promoter, pay equivalent amount as interest free deposit with the Promoter, which deposit shall refunded by the Promoter on the Allottee/s producing such certificate/challan within 4 months of the possession. Provided further that in case the Allottee/s fails to produce such certificate within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Allottee/s.
- (iv) The Promoter herein has specifically informed to the Apartment Allottee/s and Apartment Allottee/s herein is/are well aware that, the agreed consideration, payment terms/schedule and upgraded specifications to be provided within the Apartment is final outcome of negotiations between the Promoter and the individual Apartment Allottee/s. Hence, price of each Apartment and its payment schedule may vary Apartment to Apartment depending upon the Apartment size, location, Floors and amenities/specification to be provided therein as per the demand of such Apartment Allottee/s. The Apartment Allottee/s herein therefore shall not raise any dispute in respect to such variations if noticed in future. However, the Promoter herein is liable to provide all

those specification agreed as per **SCHEDULE-IV** as mentioned hereinunder.

- 1(c)** The Total Price above excludes Taxes up to the date of handing over the possession of the Apartment and also excludes stamp duty, registration fees in respect of this agreement, .
- (i) The Apartment Allottee/s shall bear and pay and shall be liable always to bear and pay all such amount levied as Property tax/ cess/ charges/ duties/GST/Service Tax/VAT/penalties, on the said Apartment and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate or grant of possession of the said Apartment whichever, is earlier.
 - (ii) If at any time, after execution of this agreement, any tax / penalties etc., by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the project land or the said Apartment or the said agreement or the transaction herein, shall exclusively be borne and paid by the Allottee/s. The Apartment Allottee/s hereby, indemnifies the Promoter from all such levies, cost and consequences. If called upon the Apartment Allottee/s shall keep deposited such amount of taxes as referred above before taking possession.
 - (iii) The Apartment Allottee/s herein shall bear and pay stamp duty and registration fees and all other incident charges etc., in respect of this agreement and all other agreements, deed of Apartment or any final conveyance deed which is to be executed by the Promoter/Owner in favour of the Apartment Allottee/s. The Apartment Allottee/s further undertakes to pay any additional difference in stamp duty, registration fees, LBT or any other taxes that may arise due to change in government rules till final conveyance deed is executed and regarding the same.
- 1(d)** 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/s, which shall only be applicable on subsequent payments.

- 1(e)** The Promoter may allow, on mutual understanding, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payment as may be agreed between parties for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee/s by the Promoter.
- 1(f)** 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 completion certificate is granted by the PMRDA, by furnishing details of the changes, if any, in the carpet area, subject to a variation gap 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/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. 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 hereinabove.
- 1(g)** The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head/s of dues against lawful outstanding, if any, in his/her/their 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.

2. TIME:

- 2.1** The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from PMRDA and/or any other Statutory Authority, Occupancy certificate/completion certificates in respect of the Apartment/ Building.
- 2.2** Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the association of the allottees after receiving the completion certificate of the entire Project. Similarly, the Allottee/s shall make timely payments of the instalments and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above ("Payment Plan").

3. The Promoter hereby declares that the Floors Space Index available as on date in respect of the said Project land is as per the norms (Development Control Rules) and Promoter has planned to utilize Floors Space Index of as per the norms by getting additional F.S.I. in future in the form of either paid F.S.I., premium F.S.I., Floating F.S.I., amenity /road handover F.S.I., T.D.R. and /or due to amalgamation of adjoining land, FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Rules or based on expectation of increased FSI which may be available in future on modification to Development Control Rules, which are applicable to the said Project. The Promoter has disclosed the Floors Space Index proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4. Termination/ Cancellation of Agreement :

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the said Apartment to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee/s to the Promoter.
- 4.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee/s committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to

Promoter as mentioned hereinunder) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter, subject to that allottee shall execute registered Deed of Cancellation of present Agreement in favour of Promoter.

4.3 In case of termination of the said agreement by the Promoter, as mentioned above :-

4.3.1 The Promoter shall be entitled to deal with and/or dispose of the said Apartment by sale or otherwise and The Apartment Allottee/s shall not be entitled to any refund of the amount till then paid to the Promoter, subject to that allottee/s shall execute registered Deed of Cancellation of present Agreement in favour of Promoter.

4.3.2 On termination of this agreement, the Apartment Allottee/s shall be entitled only to refund of the amount so far till then paid by the Allottee to the Promoter under this instrument after deducting Rs. 50,000/- (Rs. Fifty Thousand Only) there from, towards administrative expenses and other expenses etc. The Promoter shall make such refund of the balance amount to the Apartment Allottee.

4.3.3 The Allottee/s is aware that depending upon various promises and assurances given by the Allottee/s, the Promoter has incurred and shall incur the expenditure and will make commitments to third parties and therefore in the event of cancellation of the Agreement by the Allottee for any reason whatsoever, the Promoter in addition and without prejudice to other remedies and rights and towards reimbursement and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this Agreement being terminated by the Allottee for any reason whatsoever, the Promoter shall be entitled to retain, withhold and forfeit a minimum amount of Rs. 1,00,000/- (Rupees One Lakh Only) from and out of the amount so far then paid by the Allottee to the Promoter.

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

5. The Promoter shall give possession of the said Apartment to the Allottee/s on or before day of ----- . If the Promoter fails or neglects to give possession of the said Apartment to the Allottee/s on account of reasons beyond his control and/or of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the said Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- i) war, civil commotion or act of God;
- ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- iii) the Allottee/s has committed any default in payment of installments as mentioned in Clause No. 1(b) (without prejudice to the right of the Promoter to terminate this agreement under Clause 4.2 mentioned herein above),
- iv) Due to any procedural delay in obtaining occupancy certificate after applying for the same to Local Planning Authority after obtaining completion certificate from Architect.
- v) Non-availability or shortage of steel, cement, other building material water, electric supply; shortage of workers.
- vi) Or any other reason or cause which is beyond the control of Promoters.

6. POSSESSION:

- 6.1 **Procedure for taking possession:** The Promoter, upon obtaining the completion certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the said Apartment to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree to pay the maintenance charges as determined by the Promoter or association of allottee/s, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the completion certificate of the said Project.
- 6.2 The Allottee/s shall take possession of the said Apartment within 15 days of the written notice from the promotor to the Allottee/s intimating that the said Apartment is ready for use and occupancy. The Apartment Allottee/s shall checkup all the amenities and facilities provided in the said Apartment, before accepting the possession of the same and after receiving the possession of the said Apartment by the Allottee/s in pursuance of this clause, it shall be presumed that the Allottee/s has accepted the said Apartment on as is where is basis.
- 6.3 **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 6.1, the Allottee/s shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documents 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 to take possession within the time provided

as per clause 6.1 then the Allottee/s shall continue to be liable to pay maintenance charges as applicable.

7. DEFECT LAIBILITY PERIOD

- 7.1 If, within a period of five years from the date of handing over the said Apartment to the Allottee/s, the Allottee/s 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 other defects on account of workmanship, quality or provision of service, 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.
- 7.2 That it shall be the responsibility of the Allottee/s to maintain the said Apartment in a proper manner and take all due care needed, including but not limiting to the joints in the tiles in the said Apartment are regularly filled with white cement/epoxy to prevent water seepage.
- 7.3 Further, where the manufacturer warranty as shown by the Promoter to the Allottee/s ends before the defect liability period and such warranties were covered under the maintenance of the said Apartment/building and if the annual maintenance contracts are not done/renewed by the Allottee/s the Promoter shall not be responsible for any such defects occurring due to the same.
- 7.4 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 equipments, 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 said Apartment and the Common Amenities of the Project wherever applicable. Further the warranty /guarantee of brands (CP/sanitary/toilet fittings/video door phone, etc.) provided by Promoter will be claimed by Allottee/s from the respetctive brand owner and the Promoter shall not be held responsible for the same.
- 7.5 That the Allotee/s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the said Apartment /Buildings includes minor hairline cracks on the external and internal wall excluding the RCC structure which happens due to variation in temperature and which do not amout to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- 7.6 Provided however the allottee/s shall not carry out alterations of whatsoever nature the said Apartment/Building and in specific the structure of the said Apartment of the said building which shall include but not limit to columns, beams, etc or in the fittings their in, in particular it is hereby agreed that the allottee/s shall not make

any alterations to any of the fittings, pipes, water supply connections or any erection or alternation in the bathroom, toilet, or kitchen, which may result in seepage of the water. If any of such work carried out without written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect caused on account of willfull negelect on the part of the Promoter and shall not mean defects caused by normal wear and tear and by negligent use of said Apartment by the occupants, vagaries of nature etc.

- 7.7 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 and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

8. Formation of Legal Entity:

- 8.1 The Allottee/s along with other allottee/s of Apartment in the building shall join in forming and registering the Society or Association or a Limited Company 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 Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed 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 Allottee/s. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be or any other Competent Authority.

- 8.2 The Promoter hereby assures that the promoter will form a separate a Co-Operative Society for each building of the said project as per the Rules of Real Estate (Regulation and Development) Act, 2016. However, The Promoter shall not be liable for any delay towards affixing signature of the allottee/s on such society formation documents and procedural delay by Co-Operative Department. Further, Apex Body of such Co-Operative Societies will also be formed within six months after obtaining Final Completion Certificate of the Said Project.

9. CONVEYANCE TO THE LEGAL ENTITIY:

- 9.1 The Promoter hereby assures to convey the respective building structure (excluding basement and podiums) to the respective Society on or before 31/12/2025.

9.2 Further, Promoter assures that the entire undivided land underneath all residential buildings jointly along with amenities / utilities and services will be conveyed to the Apex Body on or before 31/12/2025.

9.3 At the time of registration of conveyance or Lease of the structure of the buildings, the Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance of the project land, the Allottee/s shall pay to the Promoter, the Allottee/s share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

Provided that, the said Promoter clearly informed to the allottee/s that the said Promoter will form one separate society for each building. The said Promoter will also form One Federation/Apex Body i.e. for societies of all Buildings under the name and style as, **“PEBBLES URBANIA Co-operative Housing Society Ltd.”**. Moreover, the Building No. “G” will be allotted to Land Owner No. 7 and 8 viz: Mr. Rajendra Balanth Bhunde, Smt. Rupali Dattatraya Bhunde and others. For the said building, the Promoter will form separate society. The land owners and the members of the Society of the Building No. “G” shall not use the common amenity of the entire Project, except water connection, drainage connection (STP), firefighting system, and access to road which are common for the entire Layout. The said land owner No.7 and 8 shall pay their proportionate charges of common maintainance to that respect. The same is clearly understood by the allottee/s and for the same allottee/s have no objection and will not create any dispute on the said grounds in future.

10. Maintenance:

10.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined.

10.2 The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution of Common Maintenance for the Project and the Building where the said Apartment is located @ Rs. 6 /- Per sq.ft/per month. For the sake of calculation of the area of

the Apartment, it will be calculated, including Carpet Area + Enclosed Balcony Area + Attached Terrace Area + Dry Balcony Area + Area of Cupboard. The said maintenance shall be paid by the Allottee/s in advance for 30 months towards the outgoing. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the Project is executed in favour of the Apex Body as aforesaid. On such conveyance being executed, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Apex Body.

10.3 It is agreed between the parties that the said maintenance shall not include the items mentioned below, and the Allottee/s and /or the Association/Society either individually or through any appointed agency, shall have to bear the following maintenance, entirely from separate contribution made by the Allottee/s.

- i) Society and managing committee administration,
- ii) Insurance for building/Apartment/Unit equipments/machinery, towards theft, fire etc.,
- iii) Sinking funds etc.,
- iv) Property taxes of individual Building/ Unit, common amenities etc.,
- v) Any other statutory charges,
- vi) Repairs of the building for leakages, seepage to the Apartment or any part thereof,
- vii) Wear and tear charges,
- viii) Expenses of water as may be required to be purchased from private sources and all other related expenses.

10.4 The maintenance amount shall be maintained by the Promoter in a separate account and shall be used and utilised by the Promoter only for common maintenance of the said Project. The Promoter shall cause maintenance of the Project till handing over responsibility of the same to the Apex Body.

10.5 The Allottee/s has understood the entire scheme of maintenance in detail. The Allottee/s admits and agrees to the same, so that the maintenance of the entire Project/Buildings is not hampered in any way due to lack of or non payment by the Allottee/s.

10.6 It is also clearly understood that this shall not preclude such Society or the Promoter, from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottee/s, provided the decision to that effect is duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Allottee/s.

10.7 Such Society or the Promoter shall be entitled to claim interest on the arrears of such charges from the defaulting Allottee/s, without prejudice to their other rights and powers.

- 10.8 Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or Society of Allottee/s after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Allottee/s shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or Society and/or Apex Body/Federal Society, as the case may be.
- 10.9 The entire operations and maintenance of the buildings and/or the common amenities is being carried out either by the Promoter or the Society, on behalf of the Allottee/s and for the benefit of the residential community as a whole. Under no circumstances and no grounds the Allottee/s shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of this agreement, entitling the Promoter to terminate this agreement, without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with interest at the rate as specified in the Rules. Outstanding amount shall remain as a charge on the said Apartment.
- 10.10 The Allottee/s hereby agree and confirms that the Promoter shall be availing water supply for the buildings on the said Project land/ said Project from the Borewell/Gram Panchayat Bavdhan Budruk/PMRDA/PMC/Recycled Water System. However, in the event that any water is required to be purchased from private sources, the Allottee/s herein shall be liable to contribute expenses thereof at actual in proportion as may be required. The allottee/s is fully aware of the said fact and shall not take any objection regarding this matter and shall keep PMRDA/Sanctioning authority/Promoters indemnified at all times.

11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i) The Promoter has clear and marketable title with respect to the project land as declared in the Title Certificate annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the Project land for the implementation of the Project;
- ii) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- iii) There are no encumbrances upon the said Project land or the Project except those disclosed in the title report;

- iv) There are no litigations pending before any Court of Law with respect to the project land or Project except those disclosed in the title report;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project land and said buildings are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the Competent Authorities with respect to the Project, Project land and said buildings shall be obtained by following due process of law and the Promoter has been and shall, at all times, compliance with all applicable laws in relation to the Project, Project land, Building 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 Project land, including the Project and the said Apartment, which will, in any manner, affect the rights of Allottee/s under this Agreement;
- 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 deed of the structure to the association of allottee/s of the Building and final conveyance of the Project to the Apex Body of the Societies, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Structure to the Association of the Allottee/s of the respective Building and common areas to the Apex Body;
- 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 until handover of the Project to the Apex Body;
- xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Project land) has been received or served upon the Promoter in respect of the said Project land and/or the Project except those disclosed in the title report.

12. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S:

The Allottee/s or herself/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 tenatable repair and condition from the date of the possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said 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 said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence. The Alotee/s shall use the parking space only for purpose of parking vehicles.
- iii. Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the said 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 said Apartment is situated, including entrances of the building in which the said Apartment is situated and in case any damage is caused to the building in which the said Apartment is situated or 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 as the case may be.
- iv. To carry out at his own cost all internal repairs to the said Apartment and maintain the said 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 said Apartment is situated or 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 provisions, the Allottee/s shall be responsible and liable for the consequences thereof to the Society /Apex Body, concerned local authority and other public authorities.
- v. Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenatable repairs and conditions and in

particular, so as to support shelter and protect the other parts of the building in which the said 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 said Apartment without the prior written permission of the Promoter and/or the Society or the Apex Body, as the case may be.

- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the said insurance.
- vii. 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 project land and the building in which the said Apartment is situated.
- viii. 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 said Apartment is situated.
- ix. 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 said Apartment by the Allottee/s for any purposes other than for purpose for which it is allotted.
- x. 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 said Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- xi. The Allottee/s shall observe and perform all the rules and regulations which the Society or Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 shall also observe and perform all the stipulations and conditions laid down by the Society/ Apex Body regarding the occupancy and use of the said 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.
- xii. Till a conveyance of the said Project is executed in favour of Apex Body, 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 Apartment/buildings/Project land or any part thereof to view and examine the state and condition thereof.

- xiii. The Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and full disclosure of the plans, designs and specifications prepared by the Promoter and accordingly, the allottee/s has carried out independent Search by appointing his/her/their own Advocate and the Allottee/s on having complete satisfaction about the said Project and marketable title of the said Owners and further rights and authorities of the Promoter in respect to the said Project land, has enter in this agreement and same constitutes the basis of this agreement.
- xiv. The Allottee/s herein admits and agreed to always admit that the Promoter is always ready and willing on all payment payable by the Allottee/s under this agreement to the Promoter to execute the conveyance to the Society/Apex Body on completion of construction thereof to grant possession of such Apartment. The grant of completion/occupation certificate by the PMRDA, in respect of the said Apartment shall be conclusive proof as to completion of construction of the said Apartment.
- xv. The Allottees/s are informed that there is no specific or allotted area/space in the said Project which is reserved for pet animals. The Allottee/s will keep their pet animal/ habitual animal, if any, at their own risk in their own Apartment. However the allottee/s will take care not to cause any injury or inconvenience to other allottee/s in Building/Project due to the same. The Promoter shall not be responsible if other allottee/s has problems or inconvenience due to such pets of allottee/s. The allottee/s shall always keep indemnified the Promoter for the same.
- xvi. The Allottee/s is/are hereby prohibited from raising any objection in the matter of sale of Apartments and allotment of exclusive right to use terrace/s, car parking/s, garden space/s, space/s for advertisement installation or any others space/s whether constructed or not and called under whatsoever name, etc., on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc., that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Allottee/s is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.
- xvii. Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Allottee/s by the Promoter shall not be construed as the 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.

- xviii. In the event of formation of the Apex Body before the sale and disposal of all the Apartments in the building, all the powers, authorities and rights of the Apartment Allottee/s herein shall be always subject to the Promoters over all right to dispose of unsold Apartment and allotment of exclusive rights to use unsold or unelected Parking slots, Terrace/s, Space/s for garden purpose, Space/s for advertisement, installation communication towers etc. and all other rights thereto. The Allottee/s or any other Apartment holder in the building or Ad-hoc Committee or Association of Apartment or Society or Company as the case may be shall have no right to demand any amount from the Promoter herein in respect of the unsold Apartment/accommodation towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.
- xix. If any marginal open space adjacent to the building at ground Floors or adjacent terrace or terrace above any Apartment, has/have allotted by the Promoter to the Allottee/s of any Apartment in the building such respective buyer and occupier of the such Apartment shall use the same being open space or terrace, etc. and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or occupier of Apartment holders in the buildings commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective Apartment buyer/s or occupier/s and recover the cost of removal from such buyer/s or occupier/s of such Apartment. In light of this condition, the Allottee/s herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as a exclusive right to use the terrace, open space, parking slots, etc., along with the said Apartment, if any.
- xx. After the possession of the said Apartment/Building is handed over or after getting the completion certificate of the building by concerned local authority if any work thereafter is required to be carried out by the Government or Municipality or any statutory authority, the same shall be carried out by the Allottee/s in co-operation with the other Allottee/s in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.
- xxi. If any amount due and payable by the Allottee/s remains unpaid then the Promoter at his own discretion and without prejudice to his other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Allottee/s or from any amount payable to the Allottee/s and

adjust the account accordingly and in case, still there are dues from Allottee make demand accordingly.

- xxii. The Allottee/s hereby irrevocably authorizes the Promoter to represent him before the concerned authorities in all matters regarding the Property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Allottee/s. The Promoter may till the execution of the final conveyance represent the Allottee/s to do all the necessary things/acts in all the departments of the PMRDA., Collectorate, Road, Water, Building Tax assessment, Govt. and Semi-Govt. departments, etc. and the same shall stand ratified and confirmed by the Allottee/s herein.
- xxiii. It is specifically agreed between the parties that even when the Society/Apex Body of all the Apartment holders is formed and registered and conveyance completed, the Promoter shall and will not be liable or required to pay any transfer fee/s, entrance fee/s, or any fee/s or charges under any head and also shall and will not be liable or require to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold Apartments.
- xxiv. The Promoter shall be entitled to allot by way of lease or license any portion of the said Property to any Government / Semi Government / Local authority / MSECDL or to any private party or parties etc. for operational services such as electricity, water, Gas Bank, drainage, roads, access, telephone, dish antenna, cable T.V. etc. The Allottee/s shall not be entitled to raise any objection or grievance about the same.
- xxv. The Allottee/s herein declares that in “PEBBLES URBANIA” Project, the Promoter herein are providing amenities/ material/ plant and equipment in common facilities like club house and which has to be operated/ used by the persons in the Project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of the Apartment to buyers of the tenements, the Society shall set it’s own norms for use of common amenities in order to avoid due to misuse, injuries and casualties/ calamities and any damages of whatsoever nature caused to any person or property and for which the Promoter shall not be responsible.
- xxvi. The Promoter has a right to and shall install at the top of the overhead tank of any building/s or at any other appropriate place, neon sign of the project name “PEBBLES URBANIA” and the electricity required for such neon sign shall be drawn from the common electricity meters or by a separate meter specifically installed for the above neon signboard, at the discretion of the Promoter.

13. Specific Consent along with this agreement:

- 13.1 In accordance with sub rule (4) of rule 4 of Maharashtra Real Estate Rules, 2017, the Allottee/s hereby gives specific consent to the local authorities and also to the Promoter and has No Objection against the Promoter for the following:
- a) To Construct the project as per the future potential layout annexed herewith as Annexure C-2
 - b) Revise Floor plans of building No. E, F, G and H.
 - c) Amalgamation of adjoining land excluding some portion of the said Project land i.e. Survey No.10/2 admeasuring 00 H 4.5 R and Survey No. 8/3 admeasuring 00 H 2.86 R and revise floor plans and layout (if needed) as long as location of exisiting said Project is not changed.
 - d) Change in building/layout plans due to instructions received by local authority.
 - e) To avail further loan for completion of the said Project by mortgaging the said Project land and construction thereon as per clause no. 5.2 mentioned hereinabove.
 - f) Minor addition or alteration.
- 13.2. The Allottee/s hereby assures that in the event there is any consent that is required to be obtained under Real Estate Regulation Act, 2016, then in such event the Alottee/s accepts the procedure as mentioned and detailed hereunder. The Promoter shall send the proposed changes in the plan/specifications to the respective Allottee/s on their registered e-mail address as mentioned in this agreement. Thereafter, the Allottee/s shall give its reply in writing to the said proposed changes within 7 days from the date of the successful delivery of the said e-mail to the Allottee/s and in case non reply/failure of Allottee/s to reply /respond to the said e-mail within 7 days as aforesaid then it shall be deemed that the Allottee/s have given/ informed specific consent for the said change/s and thereafter Allottee/s shall not raise any dispute about the same in future.
- 13.3 Notwithstanding anything contained hereinabove, Allottee/s agrees and accepts that unless and until propsed revision of sanctioned plans are not against the express provisions of the Act, they shall not withhold the consent.
14. The Promoter shall maintain a separate account in respect of Legal Expenses in the name of, "ASR Promoters and Developers LLP Stamp Duty Account". The Allottee/s shall pay towards the stamp duty and registration charges and legal charges for registration of the present agreement and the Promoter shall utilize the said amounts only for the purposes for which they have been received.
15. 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 Plot and Building or any part thereof. The Allottee/s shall have no claim save and

except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking slots, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.

16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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 taken or agreed to take such Apartment.

17. BINDING EFFECT:

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 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 concerned 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.

18. ENTIRE AGREEMENT:

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

19. RIGHT TO AMEND:

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

20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S/SUBSEQUENT ALLOTTEE/S :-

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.

21. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under any 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 the 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.

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

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in the said Project, the same shall be in proportion to the carpet area of the Apartment to the total usable Floors area of all the Apartments in the Project.

23. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

24. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in Pune 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 Sub Registration Office at Haveli No. 1 to 27 Pune.

25. The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

26. That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if

sent to the Allottee/s or the Promoter by Registered Post A.D and notified e-mail ID at their respective addresses specified below:

Name of First Allottee _____

Address of First Allottee _____

Notified e-mail ID: _____

AND

M/s. ASR Promoters and Developers LLP

CTS No. 927, Office No. 302, 3rd Floors, Sanas Memories, F.C. Road, Pune 411005.

Notified e-mail ID: sales@pebbles.com

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.

27. JOINT ALLOTTEE/S

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

28. Stamp Duty and Registration:

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s. At the time of registration of conveyance or lease of the structure of the building and conveyance in favour of Apex Body, the Allottee/s shall pay to the Promoter his/here/their share of stamp duty and registration charges.

29. Dispute Resolution:

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations, thereunder.

30. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Pune will have the jurisdiction for this Agreement.

31. DECLARATION BY PARTIES :-

The Parties hereto have carefully read and got clarified all the doubts whatsoever and understood all the contents of this Agreement along with all the Schedules and Annexures thereof and also got the same understood in their vernacular language and upon full satisfaction of the same, the Parties hereto have signed this Agreement in the presence of the witnesses as stated below.

SCHEDULE – I
(DESCRIPTION OF PROJECT LAND/SAID LAND)

All that piece and parcel of the lands admeasuring **03 H. 94 R.**, situated at **Village Bavdhan Bk., Tal. Mulshi, Dist. Pune**, having Survey Numbers, Hissa Numbers, Total Area, Assessment, Area under subject matter of project and Boundaries is as under:-

Sr. No.	Survey No.	Total Area H.- R.	Project Area by sale deed H.- R.	Project Area by Development Agreement H.- R.	Total Project Area H.- R.
1	2/1	00-28	----	00-28	00-28
2	3	00-26	---	00-26	00-26
3	4	00-28	----	00-28	0-28
4	5/1	00-13	---	00-13	00-13
5	5/2	00-23	00-9.75	00.11.25	00-21
6	5/3	00-14	---	00-14	00-14
7	5/4	00-1	---	00-01	00-01
8	6/1	00-25	----	00-25	00-25
9	6/2	00-36	-----	00-36	00-36
10	7/1	00-60	00-50	---	00-50
11	7/2	00-11	00-8.5	----	00-8.5
12	7/3	00-30	----	00-30	00-30
13	8/2	00-24	00-06	00-17	00-23
14	8/3	00-22	00-17	----	00-17
15	10/1/A	00-51	00-01	00-25	00-26
16	10/2	00-09	00-4.5	---	00-4.5
17	10/3	00-17	-----	00-15	00-15
18	11/A/1/A	00-07	00-07	----	00-07
19	11/A/1/2/C	00-10	00-10	----	00-10
20	11/A/1/2/D	00-10	00-8.64	---	00-8.64
21	11/A/2/2	00-10	00-2.36	----	00-2.36
Total Area		4-55	1-24.75	2-69.25	3-94

The lands admeasuring 3 H. 94 R. is subject matter of the project and same is bounded as under:-

On or towards East : By Part of land bearing S. No. 2 (Part)
On or towards South : By Ram Nadi and S.No.7 (Part)
On or towards West : By Land bearing S. No. 10 (Part)
On or towards North : By Land bearing S. No. 11 and Gaonthan.

SCHEDULE - II
(SAID APARTMENT/FLAT)

All that,

Particulars	Area in Sq.Mtrs.
Residential Flat/Unit No.	
Building	
Floor No.	
Flat Carpet	
Usable floor area of Dry Balcony	
Usable floor area of Enclosed Balcony	
Usable floor area of Attached Terrace	
Cupboards area	
Exclusive usage right of Parking slot No.	

To be constructed upon the said Project Land described in the Schedule-I above, together with fixtures, fittings, facilities, amenities, exclusive facility (if specifically agreed to), and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto, and as delineated in the floor map annexed hereto.

SCHEDULE – III
(Details of the Common Facilities and Restricted Areas and Facilities)

(A) COMMON AREAS AND FACILITIES:-

1. the entire land for the real estate project or where the project is developed and registration under the Act .
2. the staircases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
3. the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
4. the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
5. installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;

6. the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
7. all community and commercial facilities as provided in the real estate project;
8. all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

(B) RESTRICTED AREAS AND FACILITIES:-

1. Adjacent Terraces, dry balcony, enclosed balcony, cupboard pertaining to said Apartment/flat if any shall be restricted and shall be for exclusive use of such respective Apartment holders.
2. Top terrace of the building/s shall be restricted and Promoter herein shall have exclusive right to allot the same to the Allottee in the building.
3. All areas etc. which are not covered under aforesaid head Common Area And Facilities are restricted areas and facilities which include, the marginal open spaces, Open space above the Club House, terraces, car-parking, space down under the ramp within the said properties and in the building/s which is/are under construction on the said properties is reserved and Promoter shall have exclusive rights to allot or transfer convey the same in part or in full to any Allottee , terrace/s, parking space etc., Or to Convert the Restricted Area into Common Area or vice-versa.

SCHEDULE – IV

SPECIFICATION AND AMENITIES FOR THE APARTMENT

A) SPECIFICATIONS OF THE APARTMENT

- 1) Flooring - Vitrified Tiles throughout the flat. Anti-Skid Flooring in Terrace and toilets.
- 2) Electrical switches of standard make.
- 3) Bathroom Fittings of standard make.
- 4) Sanitary fittings of standard make.
- 5) Aluminum Powder coated sliding windows with grills.
- 6) Main Door: Designer laminate Flush Doors with Name plate.
- 7) Toilet Doors: Flush Doors.
- 8) Internal plywood frames with flush Doors-laminated Finish.
- 9) Internal walls gypsum finish with Oil Bond Distemper Paint.
- 10) Internal OBD & External Acrylic Paint.
- 11) Video Door Phone.
- 12) Glass partition in master bedroom toilet.

- 13) Kitchen Platform with Stainless Steel Sink
- 14) 2 feet Height Glazed Dado Tiles over Kitchen Platform.
- 15) TV & Telephone points in Living & Master Bed Room.
- 16) AC Point in Master bedroom.
- 17)

B) AMENITIES

- Solar Water System
- Sewage treatment Plant
- Fire Fighting System
- Club House with Gymnasium, Indoor Games & Multi Purpose Hall
- Swimming Pool
- Piped Gas
- Lifts of standard make
- Earthquake Resistant R.C.C. frame Structure.

-0-0-0-0-0-0-

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

SIGNED AND DELIVERED ASR Promoters and Developers LLP Through its Partners and as constituted attorney of Said Owner No. 1 to 9 i.e. Party of the first Part 1) Mr.Shamkant Jagannath Shende And/OR 2) Mr. Mukesh Manohar Yeole And/OR 3) Mr. Sachin Popatlal Nahar	Photo	Thumb
SIGNED AND DELIVERED By the within named Purchaser 1) ----- 2) -----	Photo	Thumb

In presence of:

1. Signature : -----

Name : -----

Address : -----

2. Signature : -----

Name : -----

Address : -----

ANNEXURE 'A'

(Title Certificate)

ANNEXURE 'B'

(Authenticated copies of extract Village Forms VII and XII).

ANNEXURE 'C-I'

(Authenticated copy of the Sanctioned Layout Plan)

ANNEXURE 'C-2'

(The copy of the proposed layout plan of the said Project)

ANNEXURE 'D'

(Floors Plan of the Said Flat / Apartment)

ANNEXURE 'E'

(N.A.Order)

ANNEXURE 'F'

(Commencement Certificate)

ANNEXURE 'G'

(RERA Registration Certificate)