

ARTICLES OF AGREEMENT

THIS ARTICLES OF AGREEMENT made at Pune on this ____ day of _____ 2024.

M/s ASSOCIATED RECONS LLP, PAN No. AAYFA3148F

A Limited Liability Partnership Firm, having its Office at: "Devashish"
Plot No 7, S No. 43, Navsahyadri, Karvenagar, Pune 411052.

Represented through its Partner and Authorized Signatory:

MR. KEDAR PRABHAKAR SABNE, Age: 46 years, Occ: Business.

Hereinafter called and referred to as the "Developer / Promoter"
(Which expression shall unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its partners, their legal heirs, executors, successors, etc.)

PARTY OF THE FIRST PART

AND

_____, PAN No.: _____

Age: __ years, Occupation: _____

Residing at: _____

Hereinafter referred to as the "**Purchaser/s / Allottee/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Purchaser/s and all persons claiming and/or deriving title under or through the Purchaser/s)

PARTY OF THE SECOND PART

AND

TEJASWI CO-OPERATIVE HOUSING SOCIETY LIMITED, A Co-operative Housing Society Registered under the provisions of Maharashtra Co-Operative Societies Act, 1960, bearing registration no. PNA/HSG/1499 dated 02/04/1981 located at Tejaswi CHS, Plot No. 29+30, Survey no. 89/1, 90/1, 91, CTS no. 1231, Tulshibagwale Colony, Sahakar Nagar No.2, Pune 411009.

Through its Power of Attorney Holder:

M/s ASSOCIATED RECONS LLP, PAN No. AAYFA3148F

Represented through its Partner:

MR. KEDAR PRABHAKAR SABNE

Hereinafter referred to as “**The Society / Owner Society/ Consenting Party**”, (Which expression shall unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include it’s all office bearers, members, liquidators, administrators, managers, officers, successors, etc.)

PARTY OF THE THIRD PART

WHEREAS:

That land bearing Plot No. 29 admeasuring 563.2 square meters (as per PRC) and Plot No. 30 admeasuring 496.2 square meters (as per PRC) i.e. totally admeasuring 1059.4 square meters (as per PRC) of Survey no. 89/1, 90/1, 91 having corresponding CTS no. 1231, Tulshibagwale Colony, Sahakar Nagar No. 2, Revenue Village Parvati, Pune Municipal Corporation, Taluka Haveli, District Pune within local limits of Pune Municipal Corporation and within the jurisdiction of Sub Registrar, Haveli, more particularly described in Schedule I written hereunder will be hereinafter referred to as said Property, together with the old building structure standing thereon is owned and possessed by Owner Society i.e. Tejaswi Co-Operative Housing Society Ltd. (Property Card of the Said Plot/Land is annexed as Annexure B).

That the building and the flats have become old and requires heavy repairs and also the area of each flat is small and there is potentiality of getting the flats of more area to the existing members, by redevelopment of the said Property by demolishing the structures and also redeveloping the said property and by getting plan sanctioned for availing additional FSI and also TDR. However, the Owner Society and its members do not have the requisite knowledge, know-how and funds required for such redevelopment of the said Property and hence, Owner Society and its members decided to assign and grant the development rights of the said Property to the prospective developer.

The Developer herein had offered to redevelop the said Property. The offer of the Developer being reasonable and as per prevailing market rates, the Owner Society and its members accepted the said offer.

That for the purpose of redevelopment, the said Owner Society and its members executed Development Agreement in favour of Developer, dated _____, which is duly registered in the office of Sub-Registrar Haveli No.15, Pune at Serial No. _____ on _____. That said Owner Society and its members also executed Irrevocable Power of Attorney dated _____ in favour of said Developer for purpose of carrying out the redevelopment of the said Property in terms of Development

Agreement dated _____ and the said irrevocable power of attorney is duly registered in the joint sub registrar Haveli No. 15, Pune at serial No. _____ on _____. (Index II of the said Development Agreement is attached herewith as **Annexure A**).

That by virtue of the documents referred hereinabove, the Developer alone has the sole, exclusive and absolute rights to redevelop the Said Property and dispose off the residential apartments/units, to be constructed on the Said Property except apartments/flats/units to be constructed for the existing members of the Owner Society and to accept the price/consideration by executing the requisite agreements in favour of the intending Purchaser/s.

The Developer submitted plans for development of Said Property to Pune Municipal Corporation which are sanctioned by Pune Municipal Corporation as per commencement certificate dated _____ bearing no. CC/____/____. (The same is attached herewith as **Annexure C**).

That it is further agreed and decided that, the project to be developed on the said Property i.e. Plot No. 29 admeasuring 563.2 square meters (as per PRC) and Plot No. 30 admeasuring 496.2 square meters (as per PRC) i.e. totally admeasuring 1059.4 square meters (as per PRC) of Survey no. 89/1, 90/1, 91 having corresponding CTS no. 1231, Tulshibagwale Colony, Sahakar Nagar No. 2, Revenue Village Parvati, Taluka Haveli, District Pune, and Pune will be proposed to be named as “_____”.

That having come to know about the proposed project and/or ownership scheme, the Purchaser/s approached the Developer, with a view to purchase one of the residential flat/apartments/unit in the said project and applied to the Developer for allotment to the Purchaser an Flat/Apartment/Unit bearing No. ____, situated on the ____ Floor in the said ownership project, admeasuring about _____ square meters i.e. ____ square feet of carpet area along with Open Balcony and Dry Balcony of cumulative area admeasuring about ____ square meters i.e. ____ square feet of carpet area together with ____ car parking space in Mechanical parking system (which is more particularly described in the **Schedule II** hereunder written and hereinafter shall be referred to as the said Apartment/Flat/Unit).

The carpet area of the said Apartment means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, Open balcony or sit out and Dry balcony area and exclusive open terrace area but includes the area covered by the internal partition walls of the Flat.

That the Purchaser/s demanded from the Developer and the Developer has also given for inspection to the Purchaser/s, all the documents of title relating to the Said Property, the Development Agreement, Power of Attorney and the sanctioned plan, designs and specifications prepared by the Architect of the Developer and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016, read with the Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fines payable, Forms of Complaints and Appeal, etc.) Rules, 2017 and Maharashtra Co-operative Societies Act 1960.

The copy of certificate of title issued by Advocate of the Developer, copies of Property Card extract or any other relevant revenue record showing the nature of the title of the said Owner Society and its members to the Said Property on which proposed building consisting of Flats/units etc., are to be constructed and the copies of the plans and specifications of the Apartments/Units, agreed to be purchased by the Apartments/Units Purchaser/s and approved by the concerned local authority/authorities, are annexed hereto;

The Purchaser/s has/have also taken independent search and carried out investigation of the title by engaging his/her/their own Advocate and has/have satisfied himself/herself/themselves about marketability of the title to the Said Property and about the fact that no any compliances are remained to be complied with by the Developer pertaining to the aforesaid ownership project.

The Developer has registered for this project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority under RERA registration no. _____. The concerned registration certificate is annexed herewith as Annexure D.

That under section 13 of the Real Estate (Regulation and Development) Act, 2016, the Developer is required to execute a written agreement for sale of the said unit with the Purchaser/s, being in fact these presents and also the register the same under the provisions of the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser/s hereby agrees to purchase the said Flat/Apartment.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS;**

1. Developer to construct the proposed building/s: -

- a. The Said Developer shall construct the said proposed building/s consisting of basement and ground/ stilt, /..... podiums, and ____ upper floors on the said Property in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Said Developer shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat/Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
- b. The Allottee hereby agrees to purchase from the Said Developer and the Said Developer hereby agrees to sell to the Allottee Flat/Apartment No. ____ of ____ the type of carpet area admeasuring sq. meters on floor,.

I)The Allottee hereby agrees to purchase from the Said Developer and the Said Developer hereby agrees to sell to the Allottee garage/covered car parking space atlevel/podium/stilt/mechanical car parking unit bearing no.....admeasuring.....sq.ft havingsq ft length x.....sq.ft breadth xsq.ft vertical clearance.

II)The allottee has requested the promoter for allotment of an open car parking space and the promoter agrees to allot the allottee an open car parking space without consideration bearing no.....admeasuring.....sq.ft having.....ft length xft breadth.

- c. The Allottee has paid on or before execution of this agreement a sum of Rs.____ (Rupees__only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. (Rupees) in the following manner :
- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

- iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
 - iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
 - v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
 - vi. Amount of Rs...../- () (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
 - vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
 - viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.
- d. The Total Price above excludes Taxes (consisting of tax paid or payable by the Said Developer by way of Goods and Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Said Developer) up to the date of handing over the possession of the said Flat.
- e. 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 Said Developer

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 Said Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- f. The Said Developer may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments at mutually agreed rates for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Said Developer.
 - g. The Said Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Said Developer. If there is any reduction in the carpet area within the defined limit then Said Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Said Developer shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
 - h. The Allottee authorizes the Said Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Said Developer may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Said Developer to adjust his payments in any manner.
- 1.1 The Said Developer 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, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

- 1.2 Time is essence for the Said Developer as well as the Allottee. The Said Developer shall abide by the time schedule for completing the project and handing over the said Flat to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Said Developer as provided in above clause herein above. ("Payment Plan").
2. The Said Developer hereby declares that the Floor Space Index available as on date in respect of the said Property is ____ square meters only and Said Developer has planned to utilize Floor Space Index of ____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Said Developer has disclosed the Floor Space Index of ____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the Said Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Said Developer only.
3. If the Said Developer fails to abide by the time schedule for completing the project and handing over the said Flat to the Allottee, the Said Developer agrees to pay to the Allottee, who does not intend to withdraw from the project, interest @ 12%, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Said Developer, interest @ 12 %, on all the delayed payment which become due and payable by the Allottee to the Said Developer under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Said Developer.

Without prejudice to the right of said Developer to charge interest in terms of clause above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Said Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Said Developer shall at his own option, may terminate this Agreement: Provided that, Said Developer shall give notice of

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

Provided further that upon termination of this Agreement as aforesaid, the Said Developer shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages i.e. after deducting the 10% of payments received till then) within a period of thirty days of the termination, the instalments of sale consideration of the said Flat which may till then have been paid by the Allottee to the Said Developer.

4. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Said Developer in the said building and the Said Flat as are set out in Annexure F, annexed hereto.
5. The Said Developer shall give possession of the Said Flat to the Allottee on or before day of _____. If the Said Developer fails or neglects to give possession of the Said Flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Said Developer shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Said Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Said Developer received the sum till the date the amounts and interest thereon is repaid.

Provided that the Said Developer shall be entitled to reasonable extension of time for giving delivery of Said Flat on the aforesaid date, if the completion of building in which the Said Flat is to be 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.

6. Procedure for taking possession –
 - 6.1 The Said Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said Flat, to the Allottee in terms of this Agreement to be taken within 1 (one month

from the date of issue of such notice and the Said Developer shall give possession of the said Flat to the Allottee. The Said Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Said Developer. The Allottee agree(s) to pay the maintenance charges as determined by the Said Developer or association of allottees, as the case may be. The Said Developer on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

6.2 The Allottee shall take possession of the Said Flat within 1 month of the written notice from the promotor to the Allottee intimating that the said Flats are ready for use and occupancy:

6.3 Failure of Allottee to take Possession of said Flat: Upon receiving a written intimation from the Said Developer as per clause 6.1, the Allottee shall take possession of the said Flat from the Said Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Said Developer shall give possession of the said Flat to the allottee. In case the Allottee fails to take possession within the time provided in clause 6.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

6.4 If within a period of five years from the date of handing over the Said Flat to the Allottee, the Allottee brings to the notice of the Said Developer any structural defect in the Said Flat or the building in which the Said Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Said Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Said Developer, compensation for such defect in the manner as provided under the Act.

7. The Allottee shall use the Said Flat or any part thereof or permit the same to be used only for purpose of residence. He/she/they shall use the parking space only for purpose of keeping or parking vehicle.

8. The Allottee along with other allottee(s) of Said Flats in the building shall join in forming and registering the Society or Association to be known by such name as the Said Developer 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 and for becoming a member, including the byelaws of the

proposed Society and duly fill in, sign and return to the Said Developer within seven days of the same being forwarded by the Said Developer to the Allottee, so as to enable the Said Developer to register the common organization of Allottee. No objection shall be taken by the Allottee 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.

- 8.1 The Said Developer shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the Society/Apartment all the right, title and the interest of the Vendor/Lessor/Original Owner/Said Developer and/or the owners in the said structure of the Building or wing in which the said Flat is situated.
- 8.2 The Said Developer shall, within three months of registration of the Federation/apex body of the Societies, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Said Developer and/or the owners in the said Property on which the building with multiple wings or buildings are constructed.
- 8.3 Within 1 month after notice in writing is given by the Said Developer to the Allottee that the Said Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Said Flat) of outgoings in respect of the said Property 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 said Property and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Said Developer such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Said Developer provisional monthly contribution of Rs. _____ per month towards the outgoings. The amounts so paid by the Allottee to the Said Developer shall not carry any interest and remain with the Said Developer until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less

deduction provided for in this Agreement) shall be paid over by the Said Developer to the Society or the Limited Company, as the case may be.

9. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Said Developer, the following amounts : Rs. for share money, application entrance fee, maintenance etc. of the Society or Limited Company/Federation/ Apex body.
10. The Allottee shall pay to the Said Developer a sum of Rs. _____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-a Law/Advocates of the Said Developer in connection with formation of the said Society, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.
11. At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Said Developer, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the said Property, the Allottee shall pay to the Said Developer, the Allottees' 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.
12. REPRESENTATIONS AND WARRANTIES OF THE SAID DEVELOPER:
The Said Developer hereby represents and warrants to the Allottee as follows:
 - i. The Said Developer has clear and marketable right to redevelop the said Property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Property and also has actual, physical and legal possession of the said Property for the implementation of the said Property;
 - ii. The Said Developer 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 redevelopment of the project;
 - iii. There are no encumbrances upon the said Property 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 said Property 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, said Property and said building/wing 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, said Property and said building/wing shall be obtained by following due process of law and the Said Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Property, Building/wing and common areas;
 - vi. The Said Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - vii. The Said Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property, including the Project and the said Flat which will, in any manner, affect the rights of Allottee under this Agreement;
 - viii. The Said Developer confirms that the Said Developer is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Said Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - x. The Said Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Said Developer in respect of the said Property and/or the Project except those disclosed in the title report.
13. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Said Flat may come, hereby covenants with the Said Developer as follows:

- (a) To maintain the said residential Said Flat at the cost of the Purchaser/s in good repair and condition from the date when possession of the said residential unit is taken and shall not do or suffer to be done anything in or to the residential unit which may be against the rules, regulations or bye-laws of the concerned local authority or against the rules, regulations, byelaws of the Corporate Body i.e. Consenting Party herein.
- (b) Not to combine the said residential unit/s sold by these presents with any other/adjoining unit/s.
- (c) Not to store in the said residential unit any goods which are of hazardous, combustible or dangerous nature.
- (d) to maintain the said premises in the good condition, state and order in which the residential unit was delivered by the Developer to the Purchaser and shall not do or suffer to be done anything in or to the building or residential unit which constitutes a breach or default under the rules and regulations and bye-laws of the concerned local or other public authority and in the event of the Purchaser/s committing any act in contravention of the aforesaid, the Purchaser/s shall be responsible and liable for consequences thereof to the concerned local and/or other public authority.
- (e) Not to use the said residential unit or building constructed thereon or permit the same to be used for any purposes whatsoever, other than residential purposes only and car/scooter parking space for parking purpose as the case may be and such other purposes as permitted under the conditions and covenants of this Agreement only, nor to use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the building or to the Owners of or occupiers of the neighboring properties nor for any illegal immoral purpose. Notwithstanding anything contained in this para the Purchaser shall be permitted to use the premises only as permitted for any use as may be permitted under the Development Control Rules of the Local Authority.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown in the compound or any portion of the said plot and to deposit all such garbage in designated areas.
- (g) Not to affix any sign/name/display boards or hoardings or neon lights in or about the said residential unit and/or in any portions of the building save and except the place or spot and of the dimensions and specifications specified by the Developer and/or the Ultimate/Apex Body i.e consenting party, as the case may be in that behalf.
- (h) 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 premises by the Purchaser/s viz. user for any purpose other than as stipulated herein.

- (i) Not to sub-let transfer, assign or part with the Purchaser's interest or benefit in this Agreement or part with possession of the said residential unit until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up and only if the Purchaser/s have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have given prior intimation in writing to the Developer.
- (j) The Purchaser/s shall not demolish or cause to be demolished the said Flat or any part thereof nor at any time or cause to be made any additions or alterations of whatsoever nature in or to the said Flat or any part thereof nor any alteration in the elevation and outside colour scheme of the building in which the said Flat is situated and the Purchaser/s shall keep the sewers , drains and pipes in the said Flat and appurtenances thereto in good and tenable repair and condition and in particular support , shelter and protect the other parts of the building in which the said Flat is situated and the Purchaser/s shall not chisel or puncture or in any other manner damage columns, beams, shear walls, slabs, RCC pardis or any other structural members in the said Flat.
- (k) The rights of all the premises holders including the Purchaser/s shall be recognized and regulated by the Bye-laws, rules and regulations of proposed new Apartment Association or Housing Society of Unit Purchasers referred to herein as Ultimate/Apex Body.
- (l) The Purchaser/s and the person or persons to whom the various premises shall have been transferred, assigned or given possession of, shall duly observe and perform all the rules, regulations and bye-laws of such Ultimate/Apex Body i.e. consenting party herein.
- (m) The Purchaser/s agrees not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the building in which the Said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

14. The Said Developer shall maintain a separate account in respect of sums received by the Said Developer from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association towards the out goings, legal charges and shall utilize the 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 Flat or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Said Flat hereby agreed to

be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Said Developer until the said structure of the building is transferred to the Society or other body and until the said Property is transferred to the Apex Body /Federation as hereinbefore mentioned.

16. SAID DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Said Developer executes this Agreement he shall not mortgage or create a charge on the said Flat 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 who has taken or agreed to take such said Flat.

17. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Said Developer does not create a binding obligation on the part of the Said Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Said Developer. If the Allottee(s) fails to execute and deliver to the Said Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Said Developer, then the Said Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee 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 Flat/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 / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Flat, in case of a transfer, as the said obligations go along with the said Flat 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 other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the said Flat 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 Said Developer through its authorized signatory at the Said Developer's Office, or at some other place, which may be mutually agreed between the Said Developer and the Allottee, in after the Agreement is duly executed by the Allottee and the Said Developer 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 .

25. The Allottee and/or Said Developer 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 Said Developer will attend such office and admit execution thereof.

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

27.

Name of Allottee (Allottee's Address)

Notified Email ID:

M/s Associated Recons LLP

Notified Email ID:

It shall be the duty of the Allottee and the said Developer 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 said Developer or the Allottee, as the case may be.

28. JOINT ALLOTTEES

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

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. 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, Rules and Regulations, thereunder.

31. 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 in Pune shall have the jurisdiction for this Agreement.

SCHEDULE I

(Property mentioned herein above as said Property/Land)

All that piece or parcel of land bearing Plot No. 29 admeasuring 563.2 square meters (as per PRC) and Plot No. 30 admeasuring 496.2 square meters (as per PRC) i.e. totally admeasuring 1059.4 square meters (as per PRC) of Survey no. 89/1, 90/1, 91 having corresponding CTS no. 1231, Tulshibagwale Colony, Sahakar Nagar No. 2, Revenue Village Parvati, Pune Municipal Corporation, Taluka Haveli, District Pune within local limits of Pune Municipal Corporation and within the jurisdiction of Sub Registrar, Haveli and bounded and as follows:-

- On or towards the East : By 30 ft road
- On or towards the South : By 30 ft road
- On or towards the West : Adjacent plot no 36
- On or towards the North : Adjacent plot no 31

SCHEDULE-II

Description of the Apartment/Flat/Unit

Flat/Unit no ____ situated on ____ Floor of the building named as ‘____’, which is being constructed on the land described in schedule I mentioned above. The details of the said Unit are as under:

Name of the Project	_____
Address	_____
Unit No.	_____
Floor	_____ Floor
RERA Carpet Area of the Unit	_____ Sq. Mtrs i.e. _____ Sq. Ft.
Area of open balcony/ Sit Out	_____ Sq. Mtrs. i.e. _____ Sq. Ft.
Area of Dry balcony	_____ Sq. Mtrs. i.e. _____ Sq. Ft.
Total Carpet Area	_____ Sq. Mtrs. i.e. _____ Sq. Ft.
Car Parking Type	_____
Car Parking Number	_____
Car Parking Size	_____

Said unit is marked in red colour boundary on the floor plan annexed herewith as Annexure E.

SCHEDULE III

A. Description of Common Areas and Facilities of the said project

B. Description of Restricted Areas and Facilities of the said project.

SCHEDULE IV
Consideration and stamp duty calculations

- 1) Location No. as per Govt Reckoner : 14/249
- 2) Govt Rate :Rs.1,14,680/- per square meter
- 3) Type of unit : Residential Apartment No. ____
- 4) Total Area of the said Apartment including terrace/Balcony : ____ square feet carpet
- 5) Carpet area of Apartment __ square meters i.e. __ square feet
- 6) Carpet area of terrace/Balcony __ square meters i.e. __ square feet
- 7) Govt. value of total Apartment Built up area is Rs._____-/-
- 8) Consideration as per agreement Rs. _____-/-
- 9) Stamp duty paid on Rs. _____-/-
- 10) Stamp Duty paid herein: **Rs.** _____-/-
- 11) Registration duty Paid – **Rs. 30,000/-**

IN WITNESS WHEREOF the parties hereto have hereunto and to the duplicate hereof set and subscribed their respective hands and seals the day and the year first hereinabove written.

SIGNED SEALED AND DELIVERED By the within named
DEVELOPER & CONSENTING PARTY
M/s ASSOCIATED RECONS LLP, through its Partner:
MR. KEDAR PRABHAKAR SABNE

Signature	Thumb Impression	Photograph

SIGNED SEALED AND DELIVERED
By the within named **Purchaser**

Signature	Thumb Impression	Photograph

WITNESSES:

ANNEXURE –A

Index II of DA.

ANNEXURE –B

Property Card.

ANNEXURE –C

Commencement Certificate

ANNEXURE –D

RERA Certificate

ANNEXURE – E

Floor Plan of the Flat

ANNEXURE –F

Specifications of the Apartment/Flat

Specification and amenities for the Building