

AGREEMENT FOR SALE

This Articles of Agreement is made and executed at Pune on this ____ day of _____ in the year of 2023

BETWEEN

PROMOTER :	ARYAVART ASSOCIATES , through its authorized partners Mr. SOHAN MUKANARAM JHURIA Age about 60 years,		
PAN :	ABEFA1505H	OCCUPATION:	Business
ADDRESS :	A Partnership Firm registered under the provisions of The Indian Partnership Act 1932, having its registered office at Survey No. 35/6, Ambegaon Bk. , Pune 411046		

..... Hereinafter referred to or called as the **'PROMOTER'**, (which expression shall unless be repugnant to the context or meaning thereof shall mean and include its present and future partners, their respective heirs, office bearers, survivors, executors, trustees, administrators, representatives, successors-in-title and assigns)

..... PROMOTER

OWNERS / CO-PROMOTER	[1] MRS. RAJANI SHIVAJIROA KADAM		
	AGE : ____ YEARS	OCCUPATION:	Business
PAN :	ACCPK 5573 A	AADHAR NO.:	2725 1121 0437
OWNERS / CO-PROMOTER	[2] DR. RAHUL SHIVAJIROA KADAM		
	AGE : 38 YEARS	OCCUPATION:	Business
PAN :	AKHPK 3521 H	AADHAR NO.:	9100 5707 4220
ADDRESS :	Both residing at: 15, Ashirvad, Mayur Colony, Kothrud, Pune 411029.		

Through its duly Constituted Attorney holders “ARYAVART ASSOCIATES”
Pan: ABEFA1505H Office at Survey No. 35/6, Ambegaon Bk., Pune 411046 by the hands of its authorized partner Mr. Sohan Mukanaram

Jhuria hereinafter referred to jointly as the **"OWNERS/CO-PROMOTER"** (which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include their respective heirs, executors and administrators)

..... OWNERS/CO-PROMOTER

..... **OF THE ONE PART**

AND

PURCHASER NO. 1	[1] MR. / MRS.		
	AGE : _____ YEARS	OCCUPATION:	
PAN :		AADHAR NO.:	
MOBILE NO.:		Email ID :	
PURCHASER NO. 2	[2] MR. / MRS.		
	AGE : _____ YEARS	OCCUPATION:	
PAN :		AADHAR NO.:	
MOBILE NO.:		Email ID :	
BOTH ADDRESS :			

Hereinafter referred to or called as the **'ALLOTTEE/S'**, (which expression shall unless be repugnant to the context or meaning thereof shall mean and include his / her / their heirs, administrators, executors, representatives, successors-in-title and assigns)

.....**OF THE OTHER PART.**

WHEREAS The Contiguous block admeasuring Hectares 00 = 85 Ares formed of portions (i) admeasuring Hectares 00 = 39 Ares out of land admeasuring Hectares 01 = 45 Ares bearing Survey No. 255 and (ii) admeasuring Hectares 00 = 46 Ares out of land admeasuring Hectares 01 = 08.50 Ares bearing Survey No. 257/1/B both situate, lying and being at Village Bhugaon within the Registration Sub-District Taluka Mulshi, District Pune and the said contiguous block admeasuring Hectares 00 = 85 Ares is more particularly described in the **Schedule – I** written

hereunder and the same is hereinafter for the sake of brevity and convenience referred to as the '**project land**'. And the said project land is owned and possessed by the Mrs. Rajni Shivajirao Kadam and Dr. Rahul Shivajirao Kadam i.e. Owners/ Co-promoters herein.

AND WHEREAS the Owners/Co-promoters have acquired the said project land from Mr. Shrankar Vishwanath Deshpande and Mr. Shantanu Shankar Deshpande vide Deed of Sale dated 16/07/2012 (duly registered under Serial No. 4169 of 2012 with the office of Sub-Registrar Mulshi, Pune) Accordingly names of said Owners/Co-Promoters have been recorded to the record of rights of the said land bearing Survey Nos. 255 and 257/1/B, Village Bhugaon as the holders of the said project land thereof vide Mutation Entry bearing No. 7523.

AND WHEREAS the said Owners/Co-promoters in turn have entered into an arrangement for Joint Development of the said project land with ARYAVART ASSOCIATES, a Partnership Firm registered under the provisions of The Indian Partnership Act 1932, having its registered office at- S.No.35/6, Ambegaon Budruk, Pune 411046 i.e. the Promoter herein vide Joint Venture Agreement dated 07/10/2022 (duly Registered under Serial No. 20555 of 2022 with the Sub-Registrar, Mulshi-2, Pune) for joint development of the said project land under the name and style of "STAR ALTAIR – PHASE- II ".

AND WHEREAS by virtue of the aforesaid writings/indentures the Promoters/Co-promoter have the sole and exclusive right to develop the said Project Land and to sell the residential / commercial Apartments in the building/s/Wing/s to be constructed by the Promoters on the said Project land and to enter into agreement with the Allottee/s of the apartments/units and to receive sale price in respect thereof.

AND WHEREAS the Pune Metropolitan Region Development Authority has sanctioned the building layout and the plans for construction of the buildings for residential/ commercial units on the said project land bearing No. DP/BMU/MOUJE BHUGAON/GAT NO. 255 (PART) AND OTHER / CR.NO. 1301/22-23, dated 18/01/2023.

AND WHEREAS The Hon'ble Collector of Pune, Revenue Branch vide orders dated 12/01/2023 bearing No. MULSHI/NA/SR/85/2022, permitted non-agricultural use of the said Plot for residential purposes under section 44 of the Maharashtra Lands Revenue Code, 1966.

AND WHEREAS the Owners/Promoters are entitled and enjoined upon to construct buildings on the said project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter has appointed M/s Fourth Dimension Architects Pvt. Ltd. as their Architect to sanction building plan upon the project land. The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The Promoter has accepted the professional services of the said Architect until completion of the building / project. However the Promoter has reserved the right to change said Architect before the completion of the building / project if the Promoter so decide.

AND WHEREAS the Promoter has appointed V. M. Consultants, Vikas M. Waghmare Consultants as their Structural Consultant. The Promoter has accepted the professional services of said Structural Consultant until the completion of the building / project. However the Promoter has reserved the right to change said Structural Consultant

on before the completion of the building / project if the Promoter so decide.

AND WHEREAS the Promoter has registered the said project with the Maharashtra Real Estate Regulatory Authority in accordance with the provisions of Real Estate (Regulation and Development) Act, 2016 and the Rules made there under and the said Authority therefore issued Certificate bearing No. _____ dated _____ to that effect.

AND WHEREAS the Promoter / Owners/Co-promoters have sole and exclusive right to allot Apartments in the building constructing/to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee/s of the Apartments and to receive the consideration thereof.

AND WHEREAS on demand from the Allottee/s, the Promoter / Owners/Co-promoters 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's Architect and all other concern papers, orders etc. The Allottee/s has / have carried out independent search and investigated the title of the Promoter by appointing his / her / their own Advocate. The Allottee/s having acquainted and satisfied himself / herself / themselves with all the facts and nature of right of the Promoter and has/have decided to acquire Apartment in the said project.

AND WHEREAS the authenticated copies of Search and Title Report issued by Mr. AMOL B. SURVE Advocate of the Promoter, along with the authenticated copies of 7/12 extract showing the nature of the title of the Owners/Co-promoters and beneficial title of Promoter to the project land on which the Apartments are being constructed have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the building and benefits therein are proposed to be provided for on the said project have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Apartment agreed to be acquired by the Allottee/s as sanctioned and approved by the local authority have been annexed hereto.

AND WHEREAS the fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the Apartment as are set out in **Schedule – III** written hereunder.

AND WHEREAS the Promoter has obtained necessary approvals from the concerned local authority / authorities for causing construction of the Apartments on the project land. The Promoter shall obtain all the necessary permissions / approvals, which are required for securing completion and occupancy certificate/s in respect of the Apartments constructing / to be constructed on the project land.

AND WHEREAS while sanctioning the said plans concerned local authority and/or government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction

of the building in accordance with the plans approved by the concerned Local Authority on the project land.

AND WHEREAS after entire satisfaction about the marketable title of the Promoter in respect of the project land, the Allottee/s has/have applied to the Promoter for allotment of following Apartment/ Shop/ Unit:-

Apartment / Shop/ Unit No.	
Floor	
Carpet area of Apartment	
Area under Garden	
Area under Balcony	
Total Carpet Area of Apartment	

Hereinafter for the sake of brevity and convenience referred to as the 'said Apartment') in the project known and styled as "STAR ALTAIR – PHASE- II" (hereinafter for the said of convenience and brevity referred to as the '**said Project**').

AND WHEREAS the Promoter has disclosed and made the Allottee/s well aware that as per sanctioned building plan the balconies are shown in the said Apartment but for convenient usefulness of the said Apartment the balconies has to be enclosed and get amalgamated into adjacent room as the case may be and which is permitted under Development Control Rules of the Development Controlling Authority applicable to the said Project and for that required premium has been paid by the Promoter and such modified amalgamated apartment floor plan is annexed herewith. The Allottee/s shall not raise any objection, complaint and query as the case may be for such changes and have given irrevocable consent with due diligence.

AND WHEREAS relying on the confirmations, representations and

assurances of the Allottee/s to faithfully abide by all the terms, conditions and stipulations Contained in this Agreement and all applicable laws, the Promoter Owners/Co-promoters have agreed to allot the said Apartment to the Allottee/s and to enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS after due discussions and negotiations by and between the parties hereto, the consideration of the said Apartment has been finalized at Rs. _____/- (Rupees _____ only).

AND WHEREAS under section 13 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter for the sake of brevity and convenience referred to as the 'said Act'), the Promoter / Owners/Co-promoters is required to execute written Agreement for Sale in respect of the said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under 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 Promoter /Owners/Co-promoters hereby agree to allot and the Allottee/s hereby agree/s to acquire the said Apartment.

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

1. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Promoter is proceeding with the construction work of the project known as "STAR ALTAIR – PHASE- II " in accordance with plans, designs and specifications approved by the concerned Authority from time to time on the said Land more particularly

described in the Schedule- I hereunder written.

The Promoter shall construct additional floors on the building constructing/to be constructed on the project land by utilizing paid/premium/fungible/Ancillary Floor Space Index (FSI), Transferable Development Rights (TDR) and/or other benefits to be given by the Pune Metropolitan Region Development Authority or the concerned authority from time to time.

The Promoter/Owners/Co-promoters may acquire adjacent land/s for amalgamation with the project land. The Promoter /Owners/Co-promoters may also sub-divide the same as per their convenience. The Promoter may implement additional/separate project on the adjacent land/s and may obtain separate sanctions / approvals / certificates therefor. The Allottee/s has / have given their irrevocable consent for the same and no separate consent thereof shall be required in future.

Provided that the Promoter /Owners/Co-promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the said Apartment of the Allottee/s except i) any alteration or addition required by any Government authorities or due to change in law or ii) the Promoter may make such minor additions or alterations as may be required by the Allottee/s or such minor changes or alterations as may be necessary due to architectural or structural reasons duly recommended and verified by the Architect or Engineer after proper declaration and intimation to the Allottee/s.

2. CONSIDERATION:

a) The Allottee/s hereby agree/s to acquire from the Promoter

and the Promoter hereby agrees to allot the Allottee/s the following Apartment:-

Apartment / Shop/ Unit No.	
Floor	
Carpet area of Apartment	
Area under Garden	
Area under Balcony	
Total Carpet Area of Apartment	

In the project known and styled as 'STAR ALTAIR PHASE-II' constructing / to be constructed on the project land as shown in the floor plan thereof hereto annexed hereto at and for the total consideration of Rs. _____/- (Rupees _____ only), which excludes the amounts of stamp duty, registration fee, legal charges, Goods and Services Tax and all the taxes, Cesses, levies which are and shall be applicable from time to time. As per the provisions of the Income tax act 1961 TDS would be deducted @ 1% on total consideration i.e. Rs. _____/- (Rupees _____ only) and to be paid to Central Government by the Allottee within the stipulated time period.

The Allottee/s expressly agrees and confirmed that the above said lump-sum agreement value is arrived at considering the 'Anti profiteering Benefits' arising out of input tax credit under the Central Goods and Services Tax Act, 2017 and the Maharashtra Goods and Services Tax Act, 2017, If applicable.

The Allottee/s has/have agreed to pay the total amount of consideration of the said Apartment as per the particulars mentioned hereunder:-

Payment Schedule		
Stages	% of total consideration	Amount (Rs.)
Advance payment / Earnest Money Deposit / Holding Amount / Application Fee/ Booking Amount	Up to 10%	Rs. ----- /-.
On/Before execution of Agreement	20 %	Rs. ----- /-.
To be paid by the Allottee/ Purchaser to the Promoter at the time of completion of plinth of the subject building	15%	Rs. ----- /-.
To be paid by the Allottee/ Purchaser to the Promoter on completion of 1 st and 2 nd slabs.	5%	Rs. ----- /-.
To be paid by the Allottee/ Purchaser to the Promoter on completion of 3 rd and 4 th slabs.	5%	Rs. ----- /-.
To be paid by the Allottee/ Purchaser to the Promoter on completion of 5 th and 6 th slabs.	5%	Rs. ----- /-.
To be paid by the Allottee/ Purchaser to the Promoter on completion of 7 th and 8 th slabs.	5%	Rs. ----- /-.
To be paid by the Allottee/ Purchaser to the Promoter on completion of 9 th , 10 th and 11 th slabs.	5%	Rs. ----- /-.
To be paid by the Allottee Purchaser to the Promoter on completion of walls, internal plaster, flooring of the said Apartment	5%	Rs. ----- /-.
To be paid by the Allottee Purchaser to the Promoter on completion of plumbing, doors and windows of the said Apartment	5%	Rs. ----- /-.
To be paid by the Allottee / Purchaser to the Promoter on completion of sanitary fittings, staircases, lift wall, lobbies up to the floor level of the said Apartment.	5 %	Rs. ----- /-.

To be paid by the Allottee/ Purchaser to the Promoter on completion of external plumbing, external plaster, elevation, terraces with water proofing of the subject building/ wing.	10%	Rs. ----- /-.
To be paid by the Allottee/ Purchaser to the Promoter at the time of delivery of possession of the said Apartment by the Promoter to the Allottee/ Purchaser on or after receipt of occupancy/ completion certificate.	5%	Rs. ----- /-.
Total	100%	Rs. ----- /-.

b) Out of the total consideration mentioned above, the Allottee/s has / have paid a sum of Rs. _____/- (Rs. _____ Only) as advance payment or application fee in the following manner –

Amount (₹)	Cheque / DD / RTGS / NEFT / IMPS Ref. No.	Date of Instruments	Name of Bank and Branch
₹. ----- /-	-----	-- / -- / 2023	
₹. ----- /-	-----	-- / -- / 2023	
₹. ----- /-	Total		

The consideration of the said Apartment is also arrived on the assurance of the Allottee/s to abide by the above payment schedule only and it will not be altered by the Allottee/s. The Allottee/s shall make all the payments to the Promoter by Cheque, Demand Draft, National Electronic Fund Transfer (NEFT), Real Time Gross Settlement (RTGS) or by any electric mode of payment. If the Allottee/s makes the payment by outstation cheque/s then the date of payment shall be treated as and when the same is credited to the account of the Promoter and to the extent the said amount is credited by deducting the commission

of the Bank. It is hereby agreed that the time for payment as specified above is the essence of this agreement and on failure of the Allottee/s to pay the same on due dates, it shall be deemed that the Allottee/s has / have committed breach of this agreement and the Promoter shall be entitled to take such action as they are entitled to take in case of breach / default of this agreement, including termination of this agreement. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall be construed as condonation by Promoter on such delay. The amount of interest shall be calculated after completion of the said Apartment and the Allottee/s has/have agreed to pay the same before possession of the said Apartment.

If the Promoter complete the construction before time, then the Allottee/s hereby agree/s and accept/s to pay the consideration amount payable for early completed stage as per payment linked to said stage immediately on demand. However in such case, no early payment discount will be offered.

- c) 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 demand on the Allottee/s for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect along

with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. It is specifically agreed that if the Promoter decides to insure the said project relating the proposed development done or to be done or relating to the title of the project land, then the Allottee/s shall pay the proportionate share of the premium within 7 days from the demand made by the Promoter in this behalf and non-payment thereof shall amount to willful default caused by the Allottee/s as contemplated under this Agreement.

- d) The Promoter/ Owner/Co-promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the building is complete and the occupancy / completion 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 3% (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 15 days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate, which is mentioned in consideration clause. The Apartment Purchaser shall pay the price of additional area within 15 days from the date of demand made by the Promoter. It is expressly agreed that the area calculation made by the Architect of the Promoter shall be final and binding on the Allottee/s and the

Allottee/s shall not be allowed to dispute the same and prolong / deny payment thereof.

- e) 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/s as the Promoter may in their sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoter to adjust his / her / their payments in any manner.
- f) The Allottee/s shall not directly or indirectly cause obstruction to the development of the said project as desired by the Promoter for any reason whatsoever.

3. TAXES AND OTHER LEVIES:

The Total Price mentioned above excludes Taxes (tax paid or to be paid by way of Goods and Services Tax, Value Added Tax, Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the said Apartment. The Allottee/s shall separately pay the amounts of taxes as demanded by the Promoter in addition to the consideration mentioned above. The said amounts of taxes shall be paid by the Allottee/s to the Promoter within 7 days from the date of demand raised by the Promoter herein. It is made clear that the Allottee/s shall not be entitled to claim refund of any amount of taxes paid by him / her / them to the Promoter for whatsoever reason. It is also made clear that the rate of tax may vary as per government policy therefore the tax may vary from stage to stage or person to person or the consideration or the type of unit/tenement. The Allottee/s hereby indemnifies and keep indemnified the Promoter from all such levies,

cost and consequences arising out of the said Agreement. In the event, the Promoter is constrained or shall constrain to pay any such amount/s, the Allottee/s shall be liable to reimburse the same to the Promoter together with penalty (if any) and interest from the date of payment by the Promoter.

It is agreed that in case any tax is payable by law or rule on any other amount payable by virtue of this Agreement shall be borne and paid by the Allottee/s.

4. COMPLIANCE OF LAW RELATING TO REMITTANCE:

It is specifically agreed that all amounts due and payable under this Agreement shall be paid by the Allottee/s in Indian currency. However in case of foreign remittances by the Allottee/s it shall be accepted at the sole risk and responsibility of the Allottee/s and the Allottee/s shall solely responsible for payment of taxes thereon and consequences of any breach of the laws and rules in this behalf.

5. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL / PLANNING AUTHORITY:

The Promoter/ Owner/Co-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 the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

6. PAYMENT OF CONSIDERATION ESSENCE OF CONTRACT:

The Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement. Time for payment of consideration is the essence of contract. It is made clear that the chronology of the work may change as per convenience and in such case, the Allottee/s cannot refuse to pay the installment, which he/she/they supposed to pay after completion of the said work. In case the Allottee/s fail/s to pay any such installment in time, the same shall be considered as failure to pay in time. Without prejudice to the right of the Promoter to terminate the Agreement due to breach of the said term of the Agreement, the Allottee/s agree/s to pay to the Promoter, interest as specified in the Rule i.e. State Bank of India highest Marginal Cost of Lending Rate (MCLR) + 2% and in case it is not in use then it would be replaced by such bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public 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.

7. DISCLOSURE AS TO FLOOR SPACE INDEX:

The Promoter hereby declare that the Floor Space Index available as on date in respect of the project land is _____ square meters and the Promoter shall construct additional floors of on the aforesaid building/s on the project land by utilizing remaining / paid / premium / fungible / ancillary Floor Space Index, Transferable Development Rights and/or other benefits. The remaining unutilized FSI (if any) shall belong to the Promoter. The Promoter shall be entitled to make use of the same on any other project or otherwise.

The Allottee/s have agreed to acquire the said Apartment on the understanding that the proposed FSI shall belongs to Promoter only and in case for any reason whatsoever the FSI is increased and the same could not be consumed on the said project, the Promoter shall be entitled to make use of the same on any other project or otherwise.

8. TRANSFERABLE DEVELOPMENT RIGHTS (TDR):

The Promoter / Owners/Co-promoters may consume Transferable Development Rights on the project land as per the rules and regulations laid down by the Pune Municipal Corporation or the concerned authority. The Promoter / Owners/Co-promoters may consume the same by constructing additional floors/premises on the existing building and may be entitled to allot the Apartment/s to different Allottee/s on ownership basis and the said Allottee/s shall not raise any objection for the same. The Promoter may absolutely be entitled to submit revise building plan/s to Pune Metropolitan Region Development Authority and no separate consent of the Allottee/'s shall be required for the same.

9. POSSESSION:

The Promoter shall give possession of the Apartment to the Allottee on or before. 31st Day December 2026. If the Promoter fails or neglects to give Possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 6 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 Apartment on the aforesaid date, if the completion of building in which the

Apartment 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.

Force Majeure conditions If Promoter is unable to give possession of the said Apartment to the Allottee for reasons beyond their control as stated hereinabove the Allottee shall not be entitled to any damages or compensation for delay in handing over the possession of the said Apartment.

If the Promoter fails to hand over possession of the Apartment to the Allottee/s due to the reasons except the above, the Allottee/s shall be entitled to terminate the Agreement if the Promoter fails to handover possession of the said Apartment within one month from the receipt of written notice of intension of the Allottee/s to terminate the said Agreement. Upon failure by the Promoter to handover possession of the said Apartment to the Allottee/s within one month from the receipt of said notice, the Agreement shall automatically stand cancelled and terminated. In that case the Promoter shall be liable to refund to the Allottee/s the amounts already received by them in respect of the Apartment along with the interest mentioned in the said Act and Rules there under from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. The said refund shall be made immediately upon the sale of said Apartment by the Promoter to the prospective buyer and receipt of sufficient consideration from the new buyer to enable the Promoter to refund

the said amount to the Allottee/s.

Schedule for possession of the common amenities:-

The Promoter is developing the said Land with common amenities like club house, garden etc. as described in Schedule-III hereunder written and which will be completed in due course only after completion of construction of the said Phase-II/ Building -B. The Promoter assures to handover possession of the said common amenities on completion of entire project. The Allottee/s herein agrees and undertakes that considering this aforesaid aspect of common amenities, on completion of construction of the said Unit and the written intimation thereof as stated above, the Allottee/s shall have to take to possession of the said Apartment/ Unit and not entitled to refuse to take the possession on the ground of non-completion of aforesaid common amenities.

10. PROCEDURE FOR TAKING POSSESSION:

The Promoter, upon obtaining the occupancy/completion certificate from the competent authority and the payment made by the Allottee/s as per the Agreement, shall offer within 15 days in writing the possession of the said Apartment to the Allottee/s in terms of this Agreement to be taken within the time specified in the said letter and the Promoter shall hand over possession of the said Apartment to the Allottee/s. The Allottee/s agree/s to pay the maintenance charges as determined by the Promoter or association of Allottee/s, as the case may be from the date the Promoter has offered the Allottee/s possession of the said Apartment.

11. FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF THE SAID APARTMENT:

Upon receiving a written intimation from the Promoter, the Allottee/s shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall hand over possession of the said Apartment to the Allottee/s. In case the Allottee/s fail/s to take possession within the specified time, such Allottee/s shall continue to be liable to pay maintenance charges as applicable and all other payable/s. Thereafter the Promoter shall not be liable and responsible for any damage or otherwise to the said Apartment and the equipment's attached thereto.

12. TERMINATION OF AGREEMENT BY PROMOTER:

Without prejudice to the right of Promoter to charge interest mentioned in this Agreement, 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 default in payment of three installment or in case of breach of any term or condition of this Agreement, the Promoter shall at their own option, may terminate this Agreement :

Provided that, the Promoter shall issue notice of 15 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 / her / their 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 fail/s to rectify the breach/es mentioned by the Promoter within the period of notice then at the end of such notice

period, it shall be deemed that the Promoter has terminated this Agreement.

Provided further that upon termination of this Agreement, the Promoter shall be entitled to retain, withhold and forfeit a minimum amount equivalent to 5% of the Agreement Value/Total Agreed Consideration from and out of the amount so far then paid by the Allottee/s to the Promoter and the Promoter shall be liable to repay only balance amount (if any) from the amount received by the Promoter on resale of the said Apartment. In this case, reduction in price of the said Apartment will be considered as damages/loss of the Promoter in addition to other loss and expenses. In case the Allottee's own contribution found less to recover aforesaid amount, the Promoter shall be entitled to recover the deficit with interest at the aforesaid rate. It is further made clear that while taking into consideration the amount paid by the Allottee/s to the Promoter towards taxes, stamp duty, registration fees or any other government dues shall be excluded. Thus in case of termination of this Agreement for any reason, amounts of taxes shall not be refunded by the Promoter to the Allottee/s.

In case of termination of this Agreement by the Promoter, the Allottee/s shall have no claim except for repayment of the amounts payable as mentioned above. The Allottee/s hereby agree/s that in that event all of his/her/their claims in the said Apartment stands extinguished.

13. DEFECT LIABILITY:

If within a period of five years from the date of offering possession of the said Apartment to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the

Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided however that the Allottee/s shall not carry out or caused to be carry out any alterations of the whatsoever nature in the said Apartment or in the said building, which shall include but not limit to column, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water, in that event the defect liability automatically shall become void and due to the same, if any damage is caused to any other Apartment or Building, the same shall be rectified by the said Allottee/s at his / her / their own cost and consequences arising out of the same. The word defect here means only the manufacturing and workmanship defect caused on account of willful neglect on the part of the Promoter and shall not mean defect caused by normal wear and tear and by negligent use of Apartment by the occupants, vagaries of nature etc.

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

Further where the manufacture warranty as shown by the

Promoter to the Allottee/s ends before the defect liability period and such warranties are covered under the maintenance of the said building / unit and if the annual maintenance contract are not done / renewed by the Allottee/s the Promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranty 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 in proper working condition to continue warranty in both the apartments and the common project amenities wherever applicable.

That the Allottee/s has / have been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the unit / building / phase includes minor hair line cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 Degree Celsius and which do not amount to structure defect and hence cannot be attributed to either bad workmanship or structural defect.

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 be surveyed by the Project Architect, who shall submit a report to state the defects in materials used, in the structure built of the unit / building and in the workmanship executed keeping in the mind the aforesaid agreed clauses of this Agreement.

14. FORMATION OF ORGANISATION OF APARTMENT HOLDERS:

That the Promoter shall form Society / Apartment Association of the Apartment holders and execute and register Deed of

conveyance / Deed of Declaration of the project land, along with the building thereon and further execute and register necessary Deed of Apartments in favor of all the Apartment holders. The decision of Promoter to form a Society or Association of Apartment owners would be final and binding on all the Allottee/s of the said scheme. The Allottee/s, along with other Allottee/s of Apartments in the building shall join in forming and registering the Society/Apartment Association 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 Apartment Association and for becoming member/s, including the bye-laws of the proposed Apartment Association 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 organization 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 Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

15. CONVEYANCE IN FAVOR OF SOCIETY/ORGANISATION OF APARTMENT HOLDERS:

The Promoter shall, within three months, after receipt of completion certificate of the entire project from the competent authority and after utilizing the entire FSI and TDR which may be permissible to be used on the said project land and subject to the receipt of all sums due and receivable from all the allottees and subject to allotment of all the apartments etc., cause to be transferred to the Society/Apartment Association all the right, title and the interest of the Promoter in the entire or any part of the project land with the

building thereon. If the Allottee/s fail/s to get executed the Deed of Conveyance / Deed of Declaration and Deed of Apartment from the Promoter in respect of project land and the building thereon, the Promoter shall issue Letter to the Society / Apartment Association of the Allottee/s calling upon them to execute and register necessary Deed of Conveyance / Deed of Declaration and Deed of Apartment of the said project land, along with the building thereon, within 15 days from the date of receipt of said Letter. Even after receipt of such letter, if the Society/Apartment Association of Allottee/s fails to execute and register the said Deed of Conveyance / Deed of Declaration and Deed of Apartments in its/their favor, it shall not be presumed that the Promoter has violated the term and condition of this Agreement, along with the said Act and Rules made there under.

The Promoter shall be entitled to allot by way of lease or license any portion of the project land to any government / semi-government / local authority / electricity department or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V., fire brigade station/s etc. The Allottee/s shall not be entitled to raise any objection or grievance about the same.

16. MAINTENANCE:

Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, electricity consumption charges and cost of maintaining electricity fittings relating common areas, parking etc., repairs and salaries of clerks

bill collectors, chowkidars, security, housekeeping and sweepers, maintenance and repairs of drainage line, water line, all other facilities but not restricted to water pumps, lifts, solar panels, generators, fire equipment's, and all types of machineries, equipment's provided or available in the said project and all other expenses necessary and incidental to the management and maintenance of the project land and building. It is further agreed that, if the Promoter provides water by tanker or any other source, the Allottee/s shall have to pay for the water charges immediately after raising demand by the Promoter. The amount spent by the Promoter for the same shall be a part of monthly maintenance charges. Similarly in case any infrastructure related facility is provided to the Allottee/s, the Allottee/s shall pay separately for the same and shall also be liable to pay taxes thereon, if any. Until the Apartment Association is formed and the said structure of the building is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agree/s that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter provisional contribution of Rs.100/- Per Sq. Mtrs. Carpet area per month (excluding GST as applicable) towards the outgoings for the maximum period of 1 years. The Promoter is entitled to demand the deficit of the contribution from the Allottee/s. The Promoter shall maintain separate account for the amounts so received and shall utilize the same for the purpose for which the amounts are received. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance / assignment of the structure of the buildings is executed in favour of the Society / Apartment Association as aforesaid. On such conveyance / assignment being executed for the structure of the building, the aforesaid deposits (less deduction provided for in this

Agreement) shall be paid over by the Promoter to the Society/Apartment Association, as the case may be. It is agreed that in case any tax is payable by law or rule on any other amount payable by virtue of this Agreement shall be borne and paid by the Allottee/s.

That in case the amount of maintenance mentioned above found to be less to maintain the said project, in such event, it shall be the responsibility of the Allottee/s to pay the said deficit amount within 7 days from the date of raising demand by the Promoter. In case of any delay beyond a period of 7 days, then interest charges as per Rules will be applicable. It shall be the liability and responsibility of the Allottee/s and their Society/Apartment Association to maintain at their own cost all the equipment's, machineries, plants, fittings etc. provided by the Promoter. They shall also be liable and responsible to maintain the building and structure by periodically painting, filling of cracks etc. at their own cost. The Allottee/s is/are aware that all the facilities, amenities, plants, solar heating system etc. shall be used for their benefits and the same may get damaged if the same remain unused. The Promoter shall not be liable and responsible for the consequences arising out of failure, negligence or incompetency in operating and maintaining the aforesaid equipments etc., and the Allottee/s and their Society/Apartment Association shall be solely liable and responsible for its consequences including payment of fine, penalty etc., which may be imposed by the competent authority.

17. EXPENSES RELATING TO FORMATION AND REGISTRATION OF SOCIETY/APARTMENT ASSOCIATION, ALONG WITH THE CONVEYANCE:

All legal costs, charges and expenses, including professional costs

of the Advocate/s of the Promoter in connection with formation of the said Society / Apartment Association and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of the project land, along with the structure standing thereon including amount of GST shall be paid by the Allottee.

At the time of registration of conveyance of the project land along with the building thereon, the Allottee/s shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable by the said Society / Apartment Association on such conveyance or any document or instrument of transfer in respect of the project land and building thereon in favour of the Apartment Association.

18. THE PROMOTER / OWNERS/CO-PROMOTERS RELYING UPON THE AVAILABLE RECORD AND DOCUMENTS HEREBY REPRESENTS AND WARRANTS TO THE ALLOTTEE/S AS FOLLOWS:

- i. The Promoter / Owners/Co-promoters has clear and marketable title with respect to the project land as declared in the title report 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 / Owners/Co-promoters has lawful right 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 on the project land.
- iv. There is no litigation pending before any Court of law with respect to the project land.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the said project, project land and said building 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 building thereon shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, project land, building and common areas.
- vi. The Promoter / Owners/Co-promoters has the right to enter into this Agreement and have 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 / Owners/Co-promoters 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 / Owners/Co-promoters confirms that the Promoter / Owners/Co-promoters is not restricted in any

manner whatsoever from allotting the said Apartment to the Allottee/s in the manner contemplated in this Agreement.

- ix. At the time of execution of the Conveyance of the structures to the Society/ Apartment Association of the Allottees, the Promoter / Owners/Co-promoters shall handover lawful, vacant, peaceful, physical possession of the common areas and amenities of the structure to the said Society/Apartment Association of the Allottee/s.
- x. Till the obtaining Completion certificate in respect of the said Project, the Promoter / Owners/Co-promoters 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 project land) has been received or served upon the Promoter / Owners/Co-promoters in respect of the project land and/or the project except those disclosed in the title report.

19. THE ALLOTTEE/S FOR HIMSELF / HERSELF / THEMSELVES WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE APARTMENT MAY COME, HEREBY COVENANTS WITH THE PROMOTER AS FOLLOWS:-

- i. To maintain the said Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that

of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iii. To carry out at his / her / their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision,

the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parris or other structural members in the Apartment without the prior written permission of the Promoters and/or the prospective Apartment Association.
- v. 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 Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his /her / their share of security deposit demanded

by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are / shall be imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.
- ix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- x. The Allottee/s shall observe and perform all the rules and regulations which the Society/Apartment Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said buildings and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions lay down by the Society/Apartment Association regarding the occupancy and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- xi. Till the end of defect liability, the Allottee/s shall permit the Promoter and his surveyor/s and agent/s, with or without workmen and others, along with the material, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof and to rectification of work or otherwise. He / She / They shall not cause any hindrance, obstruction / objection to the movement of men and machineries required for the same.
- xii. To bear and pay all the taxes, cesses, levies in respect of the said Apartment and the said Project to the Pune Municipal Corporation or any other Local Body / Government from the date of obtaining Occupation Certificate / Completion Certificate.
- xiii. The Allottee/s and /or the Society / Apartment Association, at their own cost and expenses, shall sign and execute all the Annual Maintenance Contracts with the vendors of all the equipment's, machineries etc., lying in the said project.
- xiv. The Allottee/s undertake/s that if any Certificate, Order, No Objection etc., is required to be produced by the Allottee/s under any law and rules in force in any time, the same shall be produced by the Allottee/s within the stipulated time.

20. ACCOUNT:

The Promoter / Owners/Co-promoters shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums on account of the share capital for the promotion of the Society / Apartment Association or towards the out goings, legal charges and shall utilize the

amounts only for the purposes for which they have been received.

21. CLAIM OF THE ALLOTTEE/S:

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartments and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him / her / them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Apartment Association and/or other body and until the project land is transferred to the Apartment Association and the Allottee/s therein as hereinbefore mentioned. The Promoter has absolute privilege to allot the available parking spaces the Allottees. The Alottee herein has no right to dispute the allotment of parking.

22. PROMOTERSHALL NOTCREATE CHARGE ON THE APARTMENT:

The Promoter may obtain project loan from any bank / financial institution as the case may be for further development of the said project by mortgaging the project land along with structure and/or receivable from the sale of the Apartments in said building / structure constructed or to be constructed on the project land.

If the Allottee/s desire/s to obtain loan to acquire the said Apartment, then the Allottees/s shall inform in writing to the Promoter as to the details of such loan amount, name of the financial institute/bank and handover the sanction letter to the Promoter and thereafter the Promoter shall issue required no

objection certificate, along with copies of necessary documents to the Allottee/s, provided that the encumbrance of such loan amount and interest etc., thereon shall be limited to the said Apartment and Allottee/s alone shall be liable to repay the same.

After Promoter executes this Agreement they shall not mortgage or charge on the Said Apartment and in case of mortgage or charge 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 the Allottee/s who has/have agreed to acquire the said Apartment in pursuance of this Agreement.

23. CLUB HOUSE :

The Owners/Promoters plan to construct a club house on a pre-designated area on the said Project Land. The under mentioned terms and conditions are essential terms and conditions on the basis of which the Allottee/s has/have agreed to purchase from the Owners/Promoters the said Apartment under and in pursuance of this agreement.

- 23.1. Access to and the facility for the use of such club house and the appurtenant land shall be regulated by the Owners/Promoters and/or their successors-in-title but on condition that such access and facility will be available only to the Allottees in the building/s and other premises in the layout and to the Allottees in the building/s which may be developed by the Builders and/or associate concerns of the Owners/Promoters.

23.2. The facility to the members for use of the Club House shall be subject to the Rules and Regulations as may be framed by the Owners/Promoters/or their successors-in-title and the Allottee/s shall abide by the same.

24. SPECIAL COVENANTS BY THE ALLOTTEE.

- a. It is further made clear that all the members of the said project shall share the maintenance cost of the same to avoid future conflicts between them. The Allottee/s herein further declares that he/she/they shall co-operate all the Society / Apartment Association members regarding the common use of the same and shall not raise any sort of objection against the Promoter for any reason whatsoever. However maintenance of the same shall be made by the Allottee/s and members of the proposed Society / Apartment Association at his / her / their own cost and expenses since beginning. The Promoter shall co-operate the Allottee/s and / or proposed Society / Apartment Association to cure / solve the issues regarding the facility/facilities given / provided by the authority/Promoter.
- b. The Promoter is spending huge amount for providing high quality specifications in the said Apartment and in the building constructing on the project land, the Allottee/s and/or his/her/their unauthorized persons / any agency shall not disturb the same under any circumstances and have the safety measures. The Allottee/s is/are advised not to make any changes with all these specifications and amenities of the project, due to which the guarantee/warranty may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load, fire system neither Allottee/s nor occupier of the Said Apartment or any person on behalf of

him/her/them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or any structural changes or any manner increase the electrical load in the said Apartment.

- c. The Promoter specifically informed to the Allottee/s that, any buyer of any Apartment in the building shall and will not entitled to chisel any external walls and have any additional openings in any manner for any purpose and further shall install cooling equipments if required at the designated places provided for the same. The Allottees/s undertake/s to abide this condition and if any owner or occupier of any Apartment in the building committed breach of this condition then, the Promoter as well as proposed Society/Apartment Association shall have absolute right and authority to close such openings, if any and recover the cost incurred for the same with interest from the such owner and occupier of the tenement.
- d. The parties hereto are well aware that, for the said project there will be electrical supply from Maharashtra State Electricity Distribution Company Limited, considering this aspect if there is any short fall of electricity for the occupants in the project, it will always be the responsibility of the occupants to make alternate arrangement for additional electricity supply at their own cost and expenses and the Promoter shall not be responsible for the same in any manner.
- e. The Allottee/s shall install his/her/their signage at the place given by the Promoter. The Allottee/s shall not install any signage on the façade of the building under any circumstances. The Allottee/s shall be permitted to place his/her/their AC unit/s, TV

dish Antenna (outdoor) etc., only on the designated places by the Promoter and ensure that the elevation of the Said Building is not hampered in any manner.

- f. Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing their right/s or 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 Allottees/s nor shall the same in any manner prejudice the rights of the Promoter.
- g. The Promoter has not undertaken any responsibility nor has they agreed anything with the Allottee/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, other than the terms and conditions expressly provided under this Agreement.
- h. The Allottee shall not be entitled to sale, transfer or assign the said Apartment or the rights acquired under his Agreement without prior written consent of the Promoter till the Allottee has officially received possession of the said Apartment as mentioned in this Agreement.

25. 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 / building, as the case may be.

26. RIGHT TO AMEND:

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

27. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S AND/OR 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 Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes. Transfer charges payable in respect of the said Apartment shall be pay to the promoter.

28. 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.

29. FURTHER ASSURANCES:

Both the 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.

30. 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. After the Agreement is duly executed by the Allottee/s and the Promoter, the same shall be registered at the office of concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

31. PLACE OF REGISTRATION:

The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance / assignment 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.

32. SERVICE OF NOTICES:

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 Email ID/Under Certificate of

Posting at their respective addresses specified below:

ALLOTTEE/S NO. 1	[1] MR. / MRS.		
MOBILE NO.:		Email ID :	
ALLOTTEE/S NO. 2	[2] MR. / MRS.		
MOBILE NO.:		Email ID :	
BOTH ADDRESS :			

THE PROMOTER :	ARYAVART ASSOCIATES, through its authorized partners Mr. SOHAN MUKANARAM JHURIA
OFFICE ADDRESS: :	A Partnership Firm registered under the provisions of The Indian Partnership Act 1932, having its registered office at Survey No. 35/6, Ambegaon Bk., Pune 411046
E-mail ID :	aryavartassociatess@gmail.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.

33. JOINT ALLOTTEES:

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

34. EXPENSES:

All the charges towards stamp duty, registration fee and other incidental expenses and taxes concerning this Agreement of this Agreement shall be borne by the Allottee/s.

35. DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably. In case of

failure to settle the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations there under.

36. 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 Pune courts will have the jurisdiction for this Agreement.

37. USE OF THE SAID APARTMENT AND THE PARKING SPACE:

The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. The Allottee/s shall use the parking space only for purpose of keeping or parking vehicle/s.

38. STAMP DUTY AND REGISTRATION FEES

a.	Total Consideration of the said Apartment	
b.	Government Value of the said Apartment (Exclusively for stamp purpose)	
c.	Stamp Duty Paid	
d.	Registration Fee Paid	

This agreement is executed by the parties hereto under the Real Estate (Regulation and Development) Act, 2016 and the stamp duty for this transaction is paid as per the Bombay Stamp Act, 1958, Schedule-1, Article 25 (d).

The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the conveyance, which is to be executed by the Promoter herein in favour of the Allottee/s herein.

The Allottee/s herein has / have agreed to purchase the said Apartment as investor as laid down in Article 5(2) of the Bombay Stamp Act 1958 and hence it is entitled to adjust the stamp duty to the Agreement against the duty payable to the Agreement by the Allottee/s herein to the subsequent Allottee/s or Purchaser/s as per provision of the said clause.

39. DECLARATION:

The Allottee/s hereby declare/s that, the Allottee/s has / have read and fully understood all the contents of this Agreement and thereafter executed the same.

SCHEDULE - I
(Description of the Project Land)

The contiguous block admeasuring **Hectares 00 = 85 Ares** formed of portions (i) admeasuring **Hectares 00 = 39 Ares** out of land admeasuring Hectares 01 = 47 Ares bearing Survey No. 255 and (ii) admeasuring **Hectares 00 = 46 Ares** out of land admeasuring Hectares 01 = 08.50 Ares bearing Survey No. 257/1/B, both situate, lying and being at Village Bhugaon within the Registration Sub-District Taluka Mulshi, and Gram Panchayat of village Bhugaon and within the limits of PMRDA Pune. and which contiguous block is bounded as follows, that is to say:

On or towards the East :	Land bearing Survey No. 256, Village Bhugaon.
On or towards the South :	By Road
On or towards the West :	Portion out of Land bearing Survey Nos.

	255 & 257, Village, Bhugaon.
On or towards the North :	Remaining portion out of Land bearing Survey No. 255, Village Bhugaon.

SCHEDULE - II

(Description of the said Apartment)

Apartment No / Building No.	
Floor	
Carpet area of Apartment	
Area under Garden	
Area under Balcony	
Total Carpet Area of Apartment	
Parking	(allotted without any consideration)

Situated in the project known and styled as ‘‘STAR ALTAIR PHASE-II’’ constructing / to be constructed on the project land mentioned in Schedule – I written hereinabove.

SCHEDULE - III

Here set out the nature, extent and description of specifications, Amenities, common areas and facilities.

SPECIFICATIONS	
STRUCTURE	RCC Framed Structure as per structural design, Internal 4" & External 6" thick brick work, Sand face plaster on external walls, Sponge plaster with smooth coating of supermix on internal walls,
FLOORING	32 x32 Vitrified Tiles flooring in all Rooms, Natural Stone Flooring in Staircase & Lobbies subject to variation and Decorative Paving Blocks for Drive way & Walk way.
DOORS & WINDOWS	Main door with attractive door skin, plywood wood door frame and all necessary fittings, Waterproof Door Panels for Toilets with Granite Door Frame, Powder aluminum windows with Mosquito Net, coated.
TOILETS	Concealed Plumbing, Provision for exhaust fan for toilet window, Antiskid designer base tiles in bathroom and Colored Ceramic Tiles Dado up to 7 feet height.
INTERNAL FINISHING & PAINTING	Oil Bond Distemper for Internal Walls, Enamel paint for door & MS Work,
EXTERNAL PAINTING	Cement Paint,

WATER TANK	RCC under Ground & Overhead water tank
ELECTRIFICATION	Concealed wiring with modular switches, Provision of Electric point for Exhaust Fan for Bathroom, T.V & Telephone Point.

Exclusive Facilities:

- Terraces attached and solely accessible to the concerned unit shall be the exclusive amenity to such concerned residential unit.
- One parking space for each residential unit shall be the exclusive facility attached to the concerned unit.
- Each residential unit shall have its own dedicated solar water heating equipment to master bed Room as its exclusive facility.

Common Area and Facilities:

- Staircases, passages and lobbies other than attached to any given residential unit as exclusive
- Atrium and appurtenant space thereto
- Electrical rooms and equipment's therein
- Lifts, machine rooms, lift machines, their Generator back up
- All lighting and light fittings in any common area
- Firefighting apparatus and pumps
- Generator Set
- Marginal open space around the building
- Fire refuge area
- Underground water tank and all connections thereto and there from.
- Sewage Treatment Plant.

AMENITIES

1. Beautiful Landscaped Garden
2. Indoor Games

3. Club House.
4. Party Lawn.
5. Cricket Practice Pitch.
6. Children's Play Area
7. Security System.
8. Senior Citizens Site-out
9. Gym with Basic Equipment
10. Solar Light / Solar Water Heater
11. Podium Garden

Note: -

1. The aforesaid specifications are general and will be provided in the residential accommodation as suitable in accommodation as per the discretion of the Promoter.
2. Any additional specification or work will be charged extra. No rebate will be given for cancellation or omission of any item.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Pune in the presence of attesting witness, signing as such on the day first above written.

SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED PROMOTER ARYAVART ASSOCIATES a partnership firm by the hands of its authorized Partner Mr. SOHAN MUKANARAM JHURIA.

PHOTO	LHTI	SIGNATURE

BY THE WITHINNAMED OWNERS/CO-PROMOTERS [1] MRS. RAJANI SHIVAJIROA KADAM AND [2] DR. RAHUL SHIVAJIROA KADAM Through their duly constitute attorney holder ARYAVART ASSOCIATES by the hands of its authorized partner MR.SOHAN MUKANARAM JHURIA.

PHOTO	LHTI	SIGNATURE

..... **OF THE ONE PART**

SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED ALLOTTEE/S / PURCHASERS 1) MR./ MRS. -----

PHOTO	LHTI	SIGNATURE

SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED ALLOTTEE/S / PURCHASERS 2) MR./ MRS. -----

PHOTO	LHTI	SIGNATURE

.....**OF THE OTHER PART**

In the presence of :
Widhness :
1) Mr./Mrs. -----

Signature
Address:
2) Mr./Mrs. -----

Signature
Address:

CONSENT LETTER BY THE ALOTTEE

I / We, the Alottee/s herein, doth hereby accord my/ our consent for the

Promoter to effect any changes, revisions, renewals, alterations, modifications, additions et cetera in the layout of the said Land (described in SCHEDULE. 1 written herein above) and/or building and/or structures on the said Land.

I/ We, the Alottee/s herein, further accord my / our "no objection" for the Collector of Pune to accordingly pass such layout/s or plans, as may be submitted by the Promoter.

However, the construction of the said Apartment agreed to be purchased by me/ us shall not be adversely affected.

1) MR./ MRS. -----
(Allottee/s / Purchaser)

2) MR./ MRS. -----
(Allottee/s / Purchaser)