

ARTICLES OF AGREEMENT

This **Articles of Flat Agreement** made and executed at Pune on this --- Day of **September, 2017**.

BETWEEN

MS. AVISHKAR DEVELOPERS AND BUILDERS; Registered under The Indian Partnership Act, 1932, Having its **Registered office at** – 104, Birmal Sadan, Paud Phata, Pune-411038, through its Partner-

MR. -----, aged about -- years, Occ: Business, residing at -----, Dist-Pune –,

Having PAN No.- AAWFA2454Q

(Hereinafter called & referred to as **“THE DEVELOPERS/PROMOTER” / “OWNERS” OR “PARTY OF THE FIRST PART”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective legal heirs, legal representatives, partners, survivor or survivors of them, executors, assigners, nominees and administrators)

----- PARTY OF THE FIRST PART

AND

MR.-----, [PAN: -----] age about -- years, occupation: Service, Add.- residing at- -----, PUNE-411011

(Hereinafter called & referred to as **“THE FLAT PURCHASER/s/” “ALLOTTEE” OR “PARTY OF THE SECOND PART”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her / their respective legal heirs, legal representatives, survivor or survivors of them, executors, assigners, nominees and administrators)

Description of the Property :

WHEREAS all that piece and parcel of land bearing S.No.1 Hissa No. 1 / 3, admeasuring 00 Hector 08 R. situated at Village Mahalunge, Taluka-mulshi, District-Pune, within the local limits of Pune Metropolitan Regional Development Authority, Pune (PMRDA) and the Registration, District and Sub Registrar, Haveli, Pune and is owned by M/s. Avishkar Developers and Builders through their Partners 1) Mr. Arun Baban Marathe and 2) Mr. Dipak Balasaheb Raykar, 3) Mr. Suniket Bajirao Raykar i.e. Party of the First Part by registered Sale deed dated 27/03/2016 which is registered in the office of Sub-registrar haveli no. 17 at serial no. 2763/2016 from respective owners of the said land mentioned in the said sale deed and by virtue of the said sale deed name of the said purchasers i.e. M/s. Avishkar Developers and Builders through their Partners 1) Mr. Arun Baban Marathe and 2) Mr. Dipak Balasaheb Raykar, 3) Mr. Suniket Bajirao Raykar are entered on the 7/12 extracts of the said property and as such they became the absolute owners of the said property.

AND WHEREAS the Developer by Sale Deed dated 03.10.2012 registered in the office of the Sub.Registrar, Haveli No.21, at serial No.175/2012 purchased land bearing Survey No.1 Hissa No.4/1, of village Mahalunge, taluka Mulshi, Pune admeasuring 00 Hectors 4.25 R. from their respective owners mentioned therein in detail AND Hirabai Bhairu Shedge and others as mentioned therein detail, by instruments of development comprising of the Development Agreement and the Power of Attorney, both dated 25.09.2012, registered in the office of the Sub. Registrar, Haveli No.21, at serial No.56/2012 and 57/2012 respectively, granted exclusive development rights relating to land bearing Survey No.1 Hissa No.4/1, of village Mahalunge, taluka Mulshi, Pune admeasuring 00 Hectors 12.75 R. and the said developer upon taking sanction from respective authorities, have completed the project over the said land totally admeasuring 00 H. 17 R. and also completion certificate to that effect is also issued by PMRDA, Pune to the said developer.

AND WHEREAS all that piece and parcel of lands bearing S.No.1 Hissa No. 1/3, admeasuring 00 Hector 08 R. and situated at Village Mahalunge, Taluka-Mulshi, District-Pune, within the local limits of Pune Metropolitan Regional Development Authority, Pune (PMRDA) and the Registration, District and Sub Registrar Haveli, Pune, which is more particularly described in the Description of the Property herein above and hereunder in the **Schedule - II** is owned and possessed by the above said owners & the said owners/Party of the First Part having absolute ownership and development right, title & interest in the **Schedule- II** property and they are entitled to transfer & Develop the same.

AND WHEREAS the owners/Developers on the basis of the rights incurred upon them have decided to amalgamate both these adjacent properties/plots i.e. Survey no. 1/1/3 and survey no. 1/4/1 totally admeasuring about 00 Hector 25 R. and therefore upon amalgamation of both these properties, owners/Developers have obtained development permission and commencement certificate of Development of the **Schedule – II** property for the proposed residential scheme to be constructed upon the said property along with sanction Plan of the building from Pune Metropolitan Regional Development Authority, Aundh, Pune on the basis of sanctioned development control and promotion rules vide Order No. BMU/Mouje Mahalunge/ S.No. 1/4/1 and 1/1/3/Case No. 2174/15-16 dated 16/12/2016 on total area admeasuring about 2500.00 Sq. Mtrs. of group house construction project on the basis of terms & conditions as mentioned in the Schedule-A as fixed by Commissioner of PMRDA @ Chief Executive Officer of PMRDA.

AND WHEREAS the owners/Developers have obtained Non Agricultural Permission from the Collector of Pune, of the said property mentioned in Schedule-II vide Order No.Mulshi/NA/SR/01/2017, Pune dated 18/08/2017 on the Terms and conditions mentioned therein and wherein collector of Pune have granted new NA permission for the land

admeasuring 800 Sq.Mtrs. out of total land admeasuring 00 H. 25 R. as collector of Pune have already granted NA permission for the remaining land admeasuring 00 H. 17 R. as mentioned hereinabove .

AND WHEREAS the Owners/Developers are in possession of the entire property (hereinafter for the sake of brevity and convenience called to and referred to as the 'said property', which is more particularly described in **Schedule - II** written hereunder.

AND WHEREAS all that piece and parcel of the properties bearing Survey No.1 Hissa No. 1/3 admeasuring about 08 R and Survey no. 1 Hissa no. 4/1 admeasuring about 17 R. and totally admeasuring **00 H. 25 R.** (as per 7/12 Extract), (hereinafter collectively referred to as the said **“PROPERTY”**) situated at Mouje Mahalunge, Pune, particularly described in the **“SCHEDULE- II”** written herein under situated at Mouje Mahalunge, Pune, within the local limits of PMRDA and within the ambit of residential zone.

AND WHEREAS the Developer/Owner has appointed into a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building /buildings.

AND WHEREAS all that piece and parcel of the amalgamated properties bearing Survey No.1 Hissa No. 1/3 admeasuring about 08 R and Survey no. 1 Hissa no. 4/1 admeasuring about 17 R. and totally admeasuring **00 H. 25 R.** (as per 7/12 Extract), (hereinafter collectively referred to as the said **“PROPERTY”**) and situated at Mouje Mahalunge, Pune, particularly described in the **“SCHEDULE- II”** written herein under situated at Mouje Mahalunge, Pune, within the local limits of PMRDA, the developer/owners through their Architect Rasika R. Pande prepared plan /s of the proposed building to be constructed thereon and of completed building over the said land and same are approved by PMRDA.

AND WHEREAS the owners have proposed to construct the multistoried building/s namely **“Pavilion Residency” Building- C** on the said property hereinafter mentioned in the Schedule – II and the said name shall be remained as it is to the name of proposed society / apartment/ company forever.

AND WHEREAS being owners/developers i.e. the party of the first part have the sole and exclusive rights to sell the flats / offices / shops in the said building / s to be constructed by the developers / owners on the said property and to enter into an Agreement with the Purchaser/s of the flats / offices / shops and to receive the sale price in respect thereof for themselves and for the owners.

AND WHEREAS the Allottee/Purchaser / s demanded from the developers / owners and the developers / owners have given the inspection to the Allottee/Purchaser /s of all the documents of title relating to the said land, the title documents, and the tentative plans, designs and specifications prepared by the Architect Rasika R. Pande and of such other

documents as are specified under The Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as “the said Act”) and the Rules and Regulations made there under and same are annexed hereunder.

AND WHEREAS the copy of the search report issued by Advocate, of the developers / owners pertaining to the property mentioned in Schedule –II and given his /opinion that as per the documents, available for his perusal and he find that there is no any type of encumbrances and the property is free and having clean & marketable title for the development of the said property and to sell tenements therein by the developers / owners.

AND WHEREAS the copies of the Certificate of Title issued by the Advocate of the developers / owners, copies of the Revenue Record and other relevant record showing the nature of the title of the Owners / Developers to the said property on which the flats / shops are constructed or are to be constructed and the copies of the plans and specifications of the Flats / Shops agreed to be purchased by the Allottee/Purchaser approved by the concerned local authority i.e. PMRDA and granted permission for the construction of new building vide Commencement Certificate No. BMU/Mouje Mahalunge/ S.No. 1/2 and 1/1/1/Case No. 698/16-17 dated 06/07/2017 and get sanctioned the said Plan and thereafter the developers / owners have started the construction of new building to be developed in the Schedule - II property as mentioned hereunder and the said Commencement Certificate have been annexed hereto.

AND WHEREAS the Owners/Developers shall in due course get approved terms, conditions, stipulations and restrictions which are to be observed and performed by the developers / owners while developing the said property and the said building and due upon observance and performance of which only the commencement certificate of the said building shall be granted by the concern local authority.

AND WHEREAS the Developer/Owners/Promoter has registered the Project under the Provisions of the Act with the Real Estate Regulatory Authority at -----no. -----, Authenticated copy is attached in Annexure hereunder.

AND WHEREAS the Allottee/Purchaser / s after verification of the documents and plans has applied to the Developers for allotment to the Purchaser **Flat No. ____** with total area admeasuring about ____ Sq. mtrs. Carpet, enclosed balcony admeasuring ----- sq. Mtrs. and dry balcony admeasuring ----- sq.mtrs. as per sanctioned plan and attached terrace admeasuring ____ Sq. mtrs. Carpet (approx.) and lobby/verandah admeasuring ----- sq.mtrs. in the building under the name and style as “**Pavilion Residency**” **Building- C** which is more particularly described in the **Schedule – I** hereunder.

AND WHEREAS relying upon the said application, declaration and agreement, the developers / owners have agreed to sell the Allottee/Purchaser a said Flat on the terms and conditions hereinafter appearing and whereas prior to the execution of these presents the Purchaser has paid to the developers / owners a sum of **Rs. -----/- (Rupees -----**

----- **only**), being the earnest money / part payment, if the sale-price of the said Flat agreed to be sold by the developers / owners to the Purchaser as advance payment or deposit, the payment and receipt whereof the developers / owners doth hereby admit and acknowledge and the Purchaser has agreed to pay to the developers / owners balance of the sale-price in the manner hereinafter appearing and excludes the charges attributable for stamp duty, registration charges, GST (Goods and services tax), and other charges/ taxes as per the area of the said unit or as may be levied by the state or the central government or any other authority and arising from or incidental for the sale of the said flat/Unit by the Developer/s to the Allottee/Purchaser/s before taking the possession of the said flat/Unit/Apartment.

AND WHEREAS under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of the said Flat/Unit/Apartment with the Allottee/Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

01) The developers / owners shall under normal condition construct the said new building under the name & style **“Pavilion Residency” Building- C** consisting of proposed Six floors on the said property in accordance with the plans, designs and specifications approved by the concerned local authority and Provided that the Promoter shall have to obtain prior consent in writing to the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due change in law.

1(a) The Allottee hereby agrees to purchase from the Developer/Promoter and the Developer hereby agrees to sell to the Allottee Unit/Flat No._____ of carpet area admeasuring _____sq. mtrs. on_____floor (hereinafter referred as **“the Flat/Unit”**) as shown in the floor plan thereof hereto for the total **consideration of Rs. -----/- (Rupees -----**
----- only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith and further the said flat/unit comprises of Sq. mtrs enclosed balcony area, and Dry balcony area, Sq.mtrs, attached terrace admeasuring ----- sq.mtrs. carpet and lobby/verandah admeasuring----- sq.mtrs. which is attached to the said unit.

1(b) Payment Schedule :-

The Allottee/Purchaser/s hereby agrees to pay to the Developer/promoter the agreed amount in the following manner:-

It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ items of work of the said Building in which the said Apartment is located and the Promoters shall also be at liberty to simultaneously undertake two or more stages of construction/ items of work set out in the hereinabove Payment Plan and to demand from the Allottee/s the aggregate of the installments towards the agreed consideration mentioned in such installments.

The Purchaser hereby agrees to purchase from the developers / owners and the developers / owners hereby agrees to sell **Flat No. ----** indicated as shown in the floor plan and marked as “Annexure” in the said Building (hereinafter referred to as “The Said Flat’). The purchaser shall pay the aforesaid amount of **Rs. -----/- (Rupees ----- only)**, in the following manner :-

Sr.	Amount (Rs)	% Slab	Particulars
1.	Rs. -----/-	10%	to be paid before the registration of the present Agreement
2.	Rs. -----/-	20%	to be paid on or after or at the execution of Agreement
3.	Rs. -----/-	15%	On Plinth/Foundation Stage
4.	Rs. -----/-	05%	On or before 1 st Slab
5.	Rs. -----/-	05%	On or before 3 rd Slab
6.	Rs. -----/-	05%	On or before 5th Slab
7.	Rs. -----/-	10%	At the time of 7 th Slab
8.	Rs. -----/-	15%	On or before Commencement of Brickwork, Plaster and floorings, doors and windows, Sanitary fittings, staircases, lift, and other related works
9.	Rs. -----/-	10%	On or before Commencement of Tiling, electrical fittings, plumbing, and other related works
10.	Rs. -----/-	05%	At The time Of possession.
	TOTAL Rs. -----/-	100%	(Rupees ----- only),

1(c). The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer/Promoter by way of Value Added Tax, Service Tax, and Cess, G.S.T. if made applicable and if made compulsory by law in the state or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat/Unit/Apartment.

1(d). The Purchaser shall pay each installment of the aforesaid purchase price to the Promoters after deducting there from 1% TDS as per the provisions of Section 194-IA of the Income Tax Act, 1961 if applicable and shall deposit the said amount to the credit of Central Government and shall issue a TDS Certificate in favour of the Promoters in the prescribed Form No.16B for the same, or purchaser shall deposit to developer and developer will pay the same to concerned authority and shall issue certificate to that effect and within 15 (Fifteen) working days from the payment thereof.

1(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 Promoter undertakes and agrees that while raising a demand on the Allottee/Purchaser/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/Purchaser/s, which shall only be applicable on subsequent payments.

1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/Purchaser/s 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 3 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/Purchaser/s within 45 days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser/s. If there is any increase in the carpet area allotted to Allottee/Purchaser/s, the Promoter shall demand additional amount from the Allottee/Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate as agreed in the Agreement.

1(g) The Allottee/Purchaser/s authorizes the Promoter to adjust / appropriate all payments made by him/her under any heads of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/Purchaser/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2.1) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, may have been imposed by the concerned authority at the time of sanctioning, the said plans or thereafter and shall, before handing over possession of the Flat/Unit/ Apartment to the Allottee/Purchaser/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the Flat/ Unit/Apartment.

2.2) Time is of essence for the Promoter as well as the Allottee/Purchaser/s. The Promoter shall abide by the time schedule for completing the project and handing over the Flat/Unit/Apartment to Allottee/Purchaser/s and the common areas to the association of the Allottee/Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under Agreement subject to the simultaneous completion of construction by the Promoter as provided herein above in the ("Payment Plan") and the Purchaser shall be liable to pay interest as per Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and disclosure on Website) Rules, 2017 (hereinafter referred to as "the said Rule"), on all delayed payments including delay in payment of the service tax and other taxes as applicable from the due date till the date of payment thereof.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said amalgamated land is 3000.00 Sq.Mtrs. and out of which Promoter have already used 1993.14 Sq.Mtrs. FSI for the construction of the building "Pavilion Residency" constructed over the said amalgamated land and now promoter has planned to utilize balance Floor space index as 1004.32 Sq.Mtrs. by availing of paid 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 Promoter has disclosed the Floor Space Index as proposed to be utilized by him on the project Land in the said Project and Allottee/Purchaser/s has agreed to purchase the said Flat/Unit/Apartment based on the Proposed construction and sale of Flat/Unit/Apartment to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1) If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat/Unit/Apartment to the Allottee/Purchaser/s, the Promoter agrees to pay to the Allottee/Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/Purchaser/s, for every month of delay, till the handing over of the possession. The Allottee/Purchaser/s agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/Purchaser/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/Purchaser/s to the Promoter.

4.2) Without prejudice to the right of promoter to charge interest in terms of sub clause mentioned above, on the Allottee/Purchaser/s committing default in payment on due of any amount due and payable by the Allottee/Purchaser/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other

outgoings) and on the Allottee/Purchaser/s committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

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

b) Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages upto 10% of the received amount till the last date of payment or any other amount which may be payable to Promoter) within a period of thirty days of termination, the installments of sale consideration of the Flat/Unit/Apartment which may till then have been paid by the Allottee/Purchaser/s to the Promoter.

5. 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 Flat/Unit/Apartment are those that are set out in Annexure 'E' annexed hereto.

6. The Promoter shall give possession of the Flat/Unit/Apartment to the Allottee/Purchaser/s on or before **31/12/2018**, if the Promoter fails or neglects to give possession of the Flat/Unit/Apartment to the Allottee/Purchaser/s 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/Purchaser/s the amounts already received by him in respect of the Flat/Unit/Apartment with interest as per rule/s from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. The Promoter has specifically explained to the Purchaser/s herein that, all necessary infrastructures and amenities(if any) which are specifically mentioned in specifications herein underwritten shall be completed within 12 months from the date of possession. The Promoter has informed the said mentioned thing to the Purchaser/s herein at the time of making application of the said unit/flat only. Provided further that if the promoters fails to give possession of the said unit in accordance of the period mentioned hereinabove, further 6 months period shall be extended/allowed for completing the construction of the said unit in all respect or the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat/Unit/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.

iii) Changes in any rules, regulations, bye-laws of various statutory bodies and authorities from time to time which are affecting the development of the project.

iv) Delay on the part of the Municipal Corporation of Pune or any other Public Body or Authority including the M.S.E.D.C.L in issuing or granting necessary Certificate/ N.O.C./permission/license/connection installation of any services such as lifts, electricity & water connections & meters to the scheme/ Flat/Unit /road N.O.C.

v) Delay or default in payment of dues by the Purchaser/s under these presents (without prejudice to the right of Promoters to terminate this agreement under clause mentioned hereinabove).

vi) Non-availability of steel, other building material, water or electric supply;

vii) any extra work/addition required to be carried in the said Apartment as per the requirement and at the cost of the Allottee.

7.1 Procedure for taking possession:- The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/Purchaser/s as per the agreement shall offer in writing the possession of the Flat/Unit/Apartment, to the Allottee/Purchaser/s in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Flat /Unit/Apartment to the Allottee/Purchaser/s. The Promoter agrees and undertakes to indemnify the Allottee/Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/Purchaser/s agrees to pay the maintenance charges and such other charges as may be levied by the government or local bodies including Grampanchayat or any such authorities as determined by the them or the Promoter or association of Allottee/Purchaser/s, as the case may be. The Allottee agrees to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be.

7.2 The Allottee/Purchaser/s shall take possession of the Flat/Unit/Apartment within 15 days of the written notice from the promoter to the Allottee/Purchaser/s intimating that the said Flat/Unit/Apartment are ready for use and occupancy.

7.3 Failure of Allottee/Purchaser/s to take possession of Flat/Unit/Apartment: Upon receiving a written intimation from the Promoter as per clause mentioned, the Allottee/Purchaser/s shall take possession of the Flat / Unit /Apartment from the Promoter by executing necessary indemnities, undertaking and such other documentation as prescribed, and the Promoter shall give possession of the Flat/Unit/Apartment to the Allottee/Purchaser/s. In case the Allottee/Purchaser/s fails to take possession within the time provided in the clause mentioned in the agreement by such Allottee/Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of 5 years from the date of handing over the Flat/Unit/Apartment to the Allottee/Purchaser/s, the Allottee/Purchaser/s brings to the notice of the Promoter any

structural defect in the Flat / Unit /Apartment or the building in which the Flat/Unit/Apartment are situated or any defect on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the

Allottee/Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under this Act.

a) The Allottee agrees and undertakes, not to demolish any internal as well as external walls or structure of the said Apartment or any part thereof, nor to undertake extensive interior or, enclosure works which may cause damage thereto, since it may cause damage to the structure as a whole of the entire building. Failure on the part of the Allottee to take this precaution and care, shall be a breach of essential term of this agreement, entailing consequences of termination in terms hereof, amongst other civil and criminal proceedings.

b) Except in the event of default in the above clause mentioned, after possession of the unit and within the stipulated time as agreed upon, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are 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 his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act, provided regular maintenance and due care has been taken by the Allottee to keep the Apartment in good conditions and repairs. Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Apartment or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

8. The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein.

9. That it shall be the responsibility of the allottee to maintain his Apartment/Flat in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Apartment/Flat are regularly filled with white cement/epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment/Building/Phase/ Wing, and if the annual maintenance contracts are not done/renewed by the Allottee/s the Promoter shall not be responsible for any defects occurring due to the same.

10. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartments and the common project amenities wherever applicable.

11. That the allottee has been made aware and the allottee expressly agrees that the regular wear and tear of the Apartment / Building / Phase / Wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. Provided further that any deviation in usage /maintenance of the said Apartment in contravention to User Manual shall amount to default on part of the allottee towards proper maintenance of the apartment / building / Phase / Wing and the allottee shall not be entitled to claim any compensation against defect liability from the Promoter. It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the Apartment / Phase / Wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. Further the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof. Howsoever for the purpose of defect liability on towards the Promoter, the date shall be calculated from the date of handing over possession to the Allottee/s forfeit-outs and interior works or within 15 days from the date of intimation of possession of the said Apartment by the Promoter whichever is earlier and that the said liability shall be those responsibilities which are not covered under the maintenance of the said apartment / building / phase / wing as stated in this Agreement.

12. The Allottee/Purchaser/s shall use the Flat/Unit/Apartment or any part thereof or permit the same to be used only for purpose of residence/or for the purpose it has been purchased. He/she/they shall use the parking space only for the purpose of keeping or parking his/her/their own vehicle/s.

13. The Allottee/Purchaser/s along with other Allottee/Purchaser/s of Flat/Unit/Apartments in the building shall join in forming and registering the Society or 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 the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed society and duly fill in, sign and return to the promoter within seven days of the same being forwarded by the Promoter to the Allottee/Purchaser/s so as to enable the Promoter to register the common organization of

Allottee/Purchaser/s. No objection shall be taken by the Allottee/Purchaser/s if any changes or modifications are made in the draft by-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. The Promoter shall transferred to the society all the right, title and the interest of the Original owner/Promoter and /or the owners in the said structure of the building or wing in which the said Flat / Unit/Apartment is situated subject to the completion of the entire project/or the building or the building/s or as may be decided by the Promoter according to the development of the project for the betterment of the proposed formed society and its members.

14. Within 15 days after notice in writing is given by the Promoter to the Allottee/Purchaser/s that the Flat/Unit/Apartment is ready for use and occupation, the Allottee/Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Unit/Apartment) of outgoings in respect of the said land and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and as mentioned below herein 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 land and building/s as mentioned below herein. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/Purchaser/s shall pay to the Promoter such proportionate share of outgoing as may be determined. The Allottee/Purchaser/s further agrees that till the Allottee /Purchaser/s share is so determined the Allottee/Purchaser/s shall pay to the Promoter provisional monthly contribution towards the outgoings for the period of first 12 months from the date of completion. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or limited company or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the society or the Limited Company, as the case may be.

a) The above mentioned maintenance charges shall include following items for which it is to be utilized:

- i. Housekeeping and cleanliness
- ii. Maintenance contracts of lifts, generators, pumping system, water pumps, CCTV cameras, Tank cleanings, Fire Fighting Equipment's, PV solar System, intercom.
- iii. Running cost of all the equipments and instruments above (except the cost of electricity generator supply to individual Apartment/s, which would be payable by the Allottee thereof in equal share together with other Allottes in the concerned building)
- iv. Common electricity bills for common area of buildings and common areas of the Society
- v. Security charges
- vi. Gardening charges

vii. Expenses of water as may be required to be purchased from private sources and all other related expenses

viii. Running expenses for amenities thereof

ix. Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses after the completion of the project and the whom has been specifically appointed for the said reason only.

x. Non agricultural taxes if any applicable and any other similar taxes after the completion of the project and as laid down by the PMC or concern Grampanchayat or any local bodies.

xi. Pest control expenses after the completion of the unit.

xii. Expenses incurred for maintenance of common service lines & replacements of electric switches /light points.

xiii. Elevator repairs & maintenance contracts along with lift inspection charges.

xiv. Firefighting certification after completion

xv. Operational and electricity charges for the equipments

xvi. Property tax for the building after the completion.

xvii. Any other taxes, levies, cess etc. of the property,

xviii. Any other statutory charges

b) It is agreed between the parties that the above maintenance amount shall not include the items mentioned below, and the Allottee and/or the society either individually or through any appointed agency or, shall have to bear the following expenses, entirely from separate contribution other than the maintenance amount made by the Allottees or which may be adjusted by the promoter from the same if not paid by the allottees from the above maintenance charges account only.

i. Insurance for building/ Apartments/ equipments/ machinery, towards theft, fire etc. and any other such expenses,

ii. Sinking fund if opened by the promoter from the extra money collected from the unit holders.

iii. Repairs of the building for leakages, seepage to the property or any part thereof.

iv. Wear and tear charges either for the unit or for the building as whole.

c) The maintenance amount mentioned above in (a), shall be maintained by the Promoter in a separate account, and shall be used and utilised by the Promoter as listed, only for common maintenance of the proposed project and building . The Promoter shall cause maintenance of the project till handing over responsibility of the same to the Co-operative Society.

d) The Allottee has understood the entire scheme of maintenance in detail. The Allottee admits and agrees to the same, so that the maintenance of the entire building or the project is not hampered in any way due to lack of or non payment by the Allottees.

e) It is also clearly understood that this shall not preclude such society or the Promoter, from claiming, demanding and raising the maintenance charges independent of such and said

contribution from the Allottees, provided the decision to that effect is duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Allottee/s.

f) Such society or the Promoter shall be entitled to claim interest, on the arrears of such charges from the defaulting Allottees, without prejudice to the other rights and powers of the organization.

g) Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or society of Allottees after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Allottee shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or society and/or federal society, as the case may be.

h) The entire operations and maintenance of the buildings and or the common amenities is being carried out either by the Promoter or the society, on behalf of the Allottee and for the benefit of the residential community as a whole. Under no circumstances and no grounds the Allottee shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of this agreement, entitling the Promoter to terminate this agreement, without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with interest at the rate of 2% per month. Outstanding amount shall remain as a charge on the said Apartment.

i) That to avoid any doubts it is agreed and understood by the purchasers, that the above mentioned maintenance amount is calculated and worked out on the basis of the present market conditions, and if for any reason in future, on the account of exhausting of the said maintenance charges/funds and or due to any exigencies, additional amounts are required to be contributed for the maintenance charges, the purchasers agrees that he/she/they shall be bound to contribute and pay to the promoter or the formed society/body the applicable proportionate amounts in that behalf as shall be demanded by the promoter and or the agency carrying out the maintenance. It is further agreed upon that the purchasers formed body etc shall reimburse to the promoter the proportionate common maintenance expenses in the event if the same is in excess of the aforesaid amount and shall keep indemnified the promoters herein.

j) The Promoter/s shall keep amount by way of deposit and shall spend for maintenance from this deposit. The balance remaining from the said maintenance deposit if any shall be transferred to the account of Ultimate Body to be formed by the Promoter/s. The Promoter/s Condominium/ Society shall spend/use the amount towards the day to day maintenance expenses of the common facilities/areas within the scope as mentioned above. The Purchaser/s agree/s to the same and confirm that the amounts stipulated will be provisional and if

necessary, considering the cost factors, the deposit will be accordingly enhanced by the Promoter/s /Ultimate Body but which excludes Property Taxes and other Local Authorities/Municipal Taxes concerned with the individual Flat/Unit holders and Building/Buildings, Insurances concerned with the individual Flat/Unit holders and Building/s, Personal Water Charges/Bills and personal MSEDCL Bills, Internal Flat/ Unit Maintenance etc. of the project/building and the common facilities and amenities for 1 year are to be paid by the Flat/Unit Purchaser/s to the Promoter/s. After the tenure of 1 year all the members of the co-operative society/ limited company have to decide mutually and unanimously about the maintenance of the society/project/building and the budgeting and expenses thereof and the collection procedure.

15. FINAL CONVEYANCE:-

a) On the completion of all the building/s and their wings, extensions and phases etc. if any, AND on the promoters receiving the entire payment /charges/extra items costs / costs towards additional premiums, etc., and full consideration as per this Agreement, from all and every Purchaser of the units in the Scheme, the Promoters Owners shall convey the whole scheme or any thereof to such ultimate body/Apex body by executing proper conveyance of said building and / or said scheme as per Section 19 of the Maharashtra Housing (Regulation and Development Act 2012.)

b) The Promoter shall execute conveyance in respect of the entire undivided or inseparable land underneath said buildings/ wings along with structures of basements constructed in a Layout of the said land comprised in favour of the proposed Co-operative Housing Society, within period of one year from the date of obtaining last occupancy/completion certificate from the concerned authority, subject to force majeure or the circumstances beyond the control of the Promoter and also subject to reasonable extension and also subject to the Rights of the Promoter to dispose off the remaining Apartments, if any,

c) The said deed of conveyance to be executed unto and in favour of the said Society shall incorporate wherever relevant and necessary, the terms and conditions of this Agreement, terms and conditions imposed by the Government while granting various sanctions and permissions; The Promoter shall be responsible to prepare the draft of the Deed of Conveyance.

d) The Promoter shall be liable and responsible to convey only the concerned part of the said present building/s structure to the said Society, in which the said Flat herein agreed to be purchased by the Purchaser is situated. The ownership of the present project land and common amenities, and open spaces shall retained by Promoter until it is conveyed to the Apex society or federation.

e) Provided that, after conveying the title to the association of allottees as mentioned in above clause, the promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any apartment or building which is still not sold or allotted and

shall be allowed to do so by the Co-operative Housing Society without any restriction on entry of the building and development of common areas:

f) Provided further that, in such case, the promoter shall be permitted the entry of premises of the building and common areas to also discharge his obligations to rectify the defects as mentioned in the above Clause.

g) Under no circumstances, the Allottee or the organization of the Allottees shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee including in their share of contribution in maintenance charges either to the Promoter or to any other agencies or authorities, is actually paid by such Purchaser/organization of purchasers.

h) Notwithstanding anything contained anywhere in this Agreement, it is specifically agreed between the parties hereto that, the Promoter/developer herein has decided to have the name of the Project **“Pavilion Residency” Building- C** and further erect or affix Promoter’s name board at suitable places as decided by the Promoter herein on a building and at the entrances of the Project. The Allottee/s in the said Project /Building or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter’s name board in any circumstances. This condition is essential condition of this Agreement.

16. The Allottee/Purchaser/s shall pay separately to the promoter as demanded by the Promoter such applicable charges for meeting all legal costs, admin charges and expenses, including professional costs of the Attorney at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

17. At the time of registration of conveyance of the building or wing of the building, the Allottee/Purchaser/s shall pay to the Promoter, the Allottee/ Purchaser/s share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building/wing of the building to be executed in favour of the Apex Body or Federation. All documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws and Maharashtra Pollution Board,

Rules and Regulations, entered into by the Promoter shall be binding upon the Allottee and on the organization of the Allottee. The Purchaser shall be bound and hereby undertakes to and continues to observe, comply with and follow all directions issued by them. The Allottee hereby agrees and confirms that in the event that any water is required to be purchased from private sources, the Allottee herein shall be liable to contribute expenses thereof at actual in proportion as may be required.

18. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee/Purchaser/s as follows:-

- i. The Promoter has clear and marketable title with respect to the said Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Project.
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.
- iii. There are no encumbrances upon the said Land or the Project and is disclosed in the title report and has been uploaded on the RERA website;
- iv. There are no litigation pending before any Court of law with respect to the project land or Project disclosed in the title report.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land 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 Land and said building/wing shall be obtained by following due process of law and Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in the relation to the Project, said Land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser/s created herein, may prejudicially be affected.
- vii. The Promoter has not entered into any agreement for sale and /or development agreement or any other agreement with any person or party with respect to the said Land, including the project and the said Flat/Unit/Apartment which will, in any manner, affect the rights of Allottee/Purchaser/s under this Agreement.
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/Unit/Apartment to the Allottee /Purchaser/s in the manner contemplated in the Agreement.
- ix. At the time of the execution of the conveyance deed of the structure to the association of Allottee/Purchaser/s the promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee/Purchaser/s.
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levis, 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 Promoter in respect of the said Land and /or the project except those disclosed in the title report.

xii. The Promoter/s may, till the transfer of the said land and buildings thereon to the ultimate body, represent the Purchaser/s and his/her/their its interest and give consents, NOC's and do all necessary things in all departments of the Office of the Collector of Stamps, Pune, the Office of the Collector of Pune, the Government of Maharashtra, MSEDC, on behalf of the Purchaser/s and whatsoever acts done by the Promoter/s on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s and the same shall be binding on the Purchaser/s.

xiii. The phase wise development of the said project has been made for the convenience of the Promoter/s and Purchaser/s. No separate fencing and gate will be allowed for separating any particular phase for whatsoever reason. All purchaser/s in all phases shall have free access to all phase's i.e. entire project.

xiv. The Promoter/s plan to construct amenities on a pre designated area on the said land or on the area co-related to the said land of the promoter only and the same shall be conveyed by the Promoter to the proposed society after its formation, the same shall be used by the unit holder of the said plots. The Promoter/s shall be entitled to retain with itself or to transfer the title/possession/use of the said amenities appurtenant thereto and the land appurtenant thereto) on such terms and conditions as the Promoter/s may from time to time decide. Further access to and the facility for the use of such amenities and the appurtenant land shall be regulated by the Promoter/s and/or their successors-in-title but on condition that such access and facility will be available only to the Flat/Unit holders in the building/s and other premises in the layout and to the Flat/Unit holders in the building/s which may be developed by the Builders and/or associate concerns of the Promoter/s. Further the facility and the charges applicable to it to the members for use of such shall be subject to the Rules and Regulations as may be framed by the Promoter/s and the Purchaser/s shall abide by the same.

19. The Allottee/Purchaser/s or himself/themselves with intention to bring all persons into whosoever is hands the Flat/Unit/Apartment may come, hereby covenants with the Promoter as follows:-

i. To maintain the Flat/Unit/Apartment at the Allottee/Purchaser/s own cost in good and tenantable repair and condition from the date of possession of the Flat/Unit/Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Unit/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 Flat/Unit/Apartment is situated and the Flat/Unit/Apartment itself or any part thereof without the consent of the local authority's, if required.

ii. Not to store in the Flat/Unit/Apartment any goods which are hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in

which the Flat/Unit/ 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 staircase, common passages or nay structure of the building in which the Flat/Unit/Apartment is situated, including entrances of the building in which the Flat/Unit/Apartment is situated and in case any damage is caused to the building in which Flat/Unit/Apartment is situated or the Flat/Unit/Apartment on account of negligence or default of the Allottee/Purchaser/s in this behalf, the Allottee/Purchaser/s shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Flat/Unit/ Apartment and maintain the Flat/Unit/Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/ Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Flat/Unit/Apartment is situated or the Flat/Unit/ 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/Purchaser/s committing any act in contravention of the above provision, the Allottee/Purchaser/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 Flat/Unit/Apartment or any part thereof, nor at any time make or cause to be made any addition or alternation of whatever nature in or to the Flat/Unit/Apartment or any part thereof, nor any alternation in the elevation and outside colour scheme of the building in which the Flat/Unit/Apartment is situated and shall keep the portion, sewer, drains and pipes in the Flat/Unit/Apartment and the appurtenance thereto in good tenantable repairs and condition, and in particular, so as to support shelter and protect the other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Flat/Unit/Apartment without the prior written permission of the Promoter and/or the society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void and voidable any insurance of the said land and the building in which the Flat/Unit/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 Flat/Unit/Apartment in the compound or any portion of the said land the building in which the Flat/Unit/Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Unit/Apartment is situated.

viii. To bear and pay increase in local taxes. Water charges, insurance and such other levies, if any which are imposed by the concerned local authority and/or Government and/or other

public authority, on account of change of user of the Flat/Unit/Apartment by the Allottee/Purchaser/s to any purposes other than for purpose for which it is sold.

ix. The Allottee/Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession on the Flat/Unit/Apartment until all the dues payable by the Allottee/ Purchaser/s to the Promoter under this Agreement are fully paid up.

x. The Allottee/Purchaser/s shall observe and perform all the rules and regulations which the Society or the Apex Body or Federation may adopt at its inception and the additions, alternations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Unit/Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time of the concerned local authority and of Government and other public bodies. The Allottee/Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Apes Body/Federation regarding the occupation and use of the Flat/Unit/Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-going in accordance with the terms of this Agreement.

xi. The purchaser/s agree/s to sign and deliver to the Promoter/s before taking possession of the said Flat/Unit and also thereafter all writing and papers as may be reasonably necessary and required by the Promoter/s for the formation and registration of the Society/Association/ Condominium that shall be formed.

xii. That, the Promoter has made it clear to Purchaser/s that it may be carrying out extensive developmental/construction activities in the future in the entire area falling outside the land beneath the footprint of the said Building, in which the said Flat/Unit is located and that Purchaser/s has/ have confirmed that he/ she shall not raise any objection or make any claim any compensation from Promoter account of inconvenience, if any, which may be suffered by him/ her/them due to such developmental/ construction activities or incidental/ related activities.

xiii. The Promoter hereby clarifies that it has withdrawn all its advertisements and brochures et cetera in respect of the said present Project published prior to 01.05.2017 and the same are not in use since then; and the purchaser/Allottee/s hereby acknowledges the same. The Purchaser/Allottee/s hereby clarifies that he has relied only on the advertisements and brochures et cetera in respect of the said Project published by the Promoter only after 01.05.2017.

xiv. The Promoter shall arrange that Maharashtra State Electricity Distribution Company Ltd. ('M.S.E.D.C.L.') or any other Power Utility shall directly provide electricity to purchaser of each flat, to all the entities in the entire scheme, and electricity consumption charges shall be recovered by M.S.E.D.C.L. from the respective consumers directly. However the Promoter shall not be responsible for short supply of electricity. Each society, including the said Society in the

proposed project shall be supplied with a generator set back up for common areas, which shall be exclusively maintained by that society or the apex body as the case may be.

20. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/Purchaser/s as advance or deposit, sum received on account of the share capital for the promotion of the Cooperative society or body or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

21. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law, of the said Flat/Unit/Apartment or of the said plot and building or any part thereof. The Allottee/Purchaser/s shall have no claim save and except in respect of the Flat/Unit/Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the structure of the building is transferred to the Society/Limited Company or other body and until the said Land is transferred to the Apes Body/Federation as herein before mentioned.

22. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-

a. After the Promoter executes this Agreement he shall not mortgage or create a charge on the Flat/Unit/Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/Purchaser/s who has taken or agreed to take such Flat/Unit/Apartment.

b. The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said land and/or other pieces of land which may be the subject matter for development by the Promoter.

c. The Promoter shall be entitled to create security either by way of mortgage or otherwise, on the Project land and/or other pieces of land which may be the subject matter for development by the Promoter in favour of such bank/s and/or financial institute and/or person.

d. The Allottee hereby has accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institution and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.

e. However, the Promoter shall always keep the Allottee duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses.

23. PURCHASER'S DECLARATIONS:-

a) The Promoter herein has specifically informed the Allottee and the Allottee herein is also well aware that the Promoter herein is developing the present scheme on the said land, with an intention to have the homogeneity in the scheme as to landscaping, heights and elevation of the building/s, outer colour scheme, terrace, windows and grills etc. and hence the Allottee or any owner or occupier of the tenement/s in the building/s or scheme shall and will not be

entitled to disturb the aforesaid homogeneity of the scheme effect changes in the external elevations, or to erect any outer extension by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water/ water of adjacent terraces/ sit outs/ roofs shall always have proper flow and should not obstruct the same in any manner.

b) The Allottee herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sell the said Apartment to the Allottee herein on ownership basis, subject to the terms and condition of this agreement.

c) The Allottee herein declares that in the present project, the Promoter herein are providing amenities in common facilities and which has to be operated/ used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of the units to buyers of the tenements, the Society shall set it's own norms for use of common amenities in order to avoid due to misuse, injuries and casualties/ calamities and any damages of whatsoever nature caused to any person or property and for which the Promoter will not responsible.

d) The Promoter has a right to and shall install at the top of the overhead tank of any building/s or at any other appropriate place, neon sign of the project and the electricity required for such neon sign shall be drawn from the common electricity meters or by a separate meter specifically installed for the above neon signboard, at the discretion of the Promoter.

24. BINDING EFFECT:-

Forwarding this Agreement to the Allottee/Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee /Purchaser/s until, firstly the Allottee/Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the payments plan within 30 days from the date of receipt by the Allottee/Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/Purchaser/s fails to execute and deliver to the Promoter this Agreement within 30 days from the date of its receipt by the Allottee / Purchaser/s and/or appear before the Sub-registrar for its registration as and when intimated by the Promoters, then the Promoter shall serve a notice to the Allottee/Purchaser/s for rectifying the default, which if not rectified within 7 days from the date of its receipts by the Allottee/Purchaser/s, application of the Allottee/Purchaser/s shall be treated as cancelled and all sums deposited by the Allottee/Purchaser/s in connection therewith including the booking amount shall be returned to the Allottee/Purchaser/s without any interest or compensation whatsoever.

25. ENTIRE AGREEMENT:

This Agreement, along with its schedules, 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/Unit/Apartment/building, as the case may be.

26. RIGHT TO AMEND:

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

27. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ PURCHASER/S/SUBSEQUENT ALLOTTEE/PURCHASER/S

The subsequent purchaser of the said Apartment absolutely consents to abide by all terms and condition of this Agreement for all purposes and unconditionally agrees to stand in the shoes of the Allottee/s. If the Allottee/s transfers/assigns the said Apartment in favour of the subsequent Purchaser/s within stipulated period laid down by relevant law/s time being in force, the Allottee/s/subsequent purchaser will be entitled to applicable discount, if any, by way of adjustment in the Stamp Duty payable on the transaction, subject to prevailing provisions of the Maharashtra Stamp Act, 1958.

28. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the rules and Regulations made there under 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 there under 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. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

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

30. 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 and provisions of this Agreement or of an transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction and the said Flat/Unit/Apartment shall be subject to all the following conditions (each/either applicable in the context of the specific sale)

a) There shall be no canopy or name-board projections in the front of or ahead of any structure or on any part of the said building.

- b) The elevations and finishing material of the building both externally and internally will not be permitted to be changed under any circumstances.
- c) The size of the board and lighting arrangements for residential/commercial Flat/Unit shall be restricted as per the floor-wise location, size and area of the tenements as prescribed by the Promoter/s.
- d) No neon sign boards or electronic board/s will be permitted to be displayed in any place in the compound or in any of the open space or on the top of any building/s, as all such open spaces.
- e) Construction of lofts and other civil changes done internally shall besides being at the risk and cost of the Purchaser/s shall not damage the basic R.C.C. structure and such changes shall only be implemented only after prior written consent of the Promoter/s.
- f) The installation of any grills or any doors shall only be as per the form prescribed by the Promoter/s Architect in writing.
- g) The Purchaser/s shall not join two adjacent Flat/Unit and not demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature contrary to the sanctioned plans in or to the structure or construction of the said Flat/Unit without any authorized permission from appropriate authority.
- h) The Purchaser also agrees not to make any demand to change the existing plans. The Purchaser shall not demand any changes in the plan of the premises annexed herewith. The Promoter/s shall not refund any amount for deleting items of specifications and amenities on request of the Purchaser.
- i) During the development or any construction activity on the said project no separate fencing and gate will be allowed for separating any particular work for whatsoever reason. All purchaser/s in all buildings/wings shall have free access to the entire project.
- j) In the event the co-operative housing society being formed prior to the construction, sale and disposal of all the units in the proposed scheme, the rights interests, entitlements etc of the said society holders shall always be subject to the overall rights and authorities of the promoters to deal and dispose off such unsold units/parking spaces as per their choice and on such terms and conditions and consideration as the promoters may deem fit and proper and further agreed upon that the promoters shall not be liable or required to contribute towards the common expenses, maintenance charges etc in respect of the unsold units.
- k) The Allottee shall not, without the written permission of the Promoter, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Apartment, terrace and/or parking nor shall assign this agreement to any person unless the entire payment under this agreement till then is received by the Promoter. Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law.

31. 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/Purchaser/s, in Pune after the Agreement is duly executed by the Allottee/Purchaser/s and the Promoter or simultaneously with the execution said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

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

33. That all notices to be served on the Allottee/Purchaser/s and the Promoter as contemplated this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser/s or the Promoter by Registered post A. D. Or notified Email ID/Under Certificate posting at their respective addresses specified at the index of this agreement. It shall be the duty of the Allottee/Purchaser/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/Purchaser/s, as the case may be.

34. NO GRANT DEMISE OR ASSIGNMENT:

None of the actions, concessions or indulgence shown by the Promoter shall be presumed and / or be treated and / or deemed to have been waived this preferential right or the right of pre-emption or the right of first refusal of the Promoter, agreed to herein by the parties hereto. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the Said property and building/s or any thereof. The Purchaser shall have no claim save and except in respect spaces, parking's lobbies etc. will remain the property of the promoter until the said Land is conveyed to the ultimate body as agreed to be conveyed by the Promoter as per the terms and conditions of this agreement. The Developer is aware that the Purchaser may obtain loan from financial institution/s banks and the developer has no objection in mortgaging the said flat to the financial institutions/bank, Being desirous of purchasing /acquiring a dwelling in the said project from the said developer with financial assistance from financial institutions/bank, the purchaser shall submit loan application to the said organization. In the event of financial institutions/bank sanctioning /granting a loan to the purchaser, the purchaser hereby authorize financial institutions/bank to make disbursement thereof by making suitable adjustments against the advance or advances that may be granted by financial institutions/bank to the developers under the advance disbursement facility (ADF).

35. JOINT ALLOTTEE/PURCHASER/S:

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

36. STAMP DUTY AND REGISTRATION:

The charges towards stamp and Registration of this Agreement shall be borne by the Allottee/Purchaser/s and further the Purchaser/s has informed the Promoter/s that the Purchaser/s may act as an Investor and hence the Purchaser/s reserve his/her/its/their right to claim Stamp Duty set off/adjustment of Stamp Duty paid by the Purchaser on these present in terms of Article 5 (g-a) (ii) of schedule I to the Bombay Stamp Act, 1958 in the event the purchaser assigns the benefit of this Agreement and his/her/their/its interest in the said Flat/Unit to a subsequent Purchaser/s. Stamp duty herein is affixed on the market value/document value which is more than market value as adjudicated by the Registrar of Assurances, Pune.

37. 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 Concern Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 Rules and Regulations there under.

38. 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 time being in force and the Pune courts will have the jurisdiction for the Agreement.

SCHEDULE – I

DESCRIPTION OF THE SAID “FLAT”

A Residential Flat premises bearing **Flat No. ____** with total area admeasuring about ____ Sq. mtrs. Carpet, enclosed balcony admeasuring ----- sq. Mtrs. and dry balcony admeasuring ----- sq.mtrs. as per sanctioned plan and attached terrace admeasuring ____ Sq. mtrs. Carpet and lobby/verandah admeasuring ----- sq.mtrs. and situated on the ----- floor of the said building along with one covered car parking space bearing no. ----- in the ----- floor of the said building in the scheme known as **“Pavilion Residency” Building- C** to be constructed upon the said property described in Schedule ‘II’ herein below.

SCHEDULE – II

DESCRIPTION OF THE SCHEDULED PROPERTY

All that piece and parcel of landed properties bearing S.No.1 Hissa No. 1/3, totally admeasuring 00 Hector 08 R. and S.No.1 Hissa No. 4/1, admeasuring 00 Hector 17 R. and totally admeasuring **00 Hector 25 R.** and situated at Village Mahalunge, Taluka-Mulshi, District-Pune, within the

local limits of Pune Metropolitan Regional Development Authority, Pune (PMRDA) and the Registration, District and Sub Registrar, Haveli, Pune, and bounded by as under –

On or towards East	–	S.N. 1 (Part) and S.N. 2 (Part)
On or towards South	–	Road,
On or towards West	–	S.N. 1 (Part)
On or towards North	–	S.N. 2 (Part)

Herein above referred & called as **"The Said Property"**.

The abovementioned all piece and parcel of landed properties are situated in, within the local limits of Pune Metropolitan Regional Development Authority, Pune (PMRDA) and the Registration, District and Sub Registrar, Haveli, Pune, and within the jurisdiction Sub Registrar, Haveli, Pune, and within the residential zone.

The properties mentioned in the “**SCHEDULE “II”** are totally admeasuring about **25 R** is the subject matter of Development.

In witness whereof, the parties hereto have signed and executed this agreement on the date and at the place hereinbefore first mentioned.

Owner /Developer/	Signatures
MS. AVISHKAR DEVELOPERS AND BUILDERS, through its Partner-	
MR. _____,	

Purchasers	Signature
MR. -----	
<u>Witnesses</u>	

ANNEXURE-A

The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter

ANNEXURE-B

Copies of Property Card or 7/12 extract of village showing nature of the title of the Original Owner/Co-Promoter to the said land.

ANNEXURE-C-1

The copies of the plans of the Layout as approved by the concerned Local Authority

ANNEXURE-C-2

The copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project.

ANNEXURE D-1

The Authenticated copy of the floor/unit plan and specification of said Flat/Unit/ Apartment.

ANNEXURE D-2

The copy of the CC and NA order

ANNEXURE-E

(Specification and amenities for the Flat/Unit/Apartment)

SPECIFICATIONS

STRUCTURE & ARCHITECTURE

- RCC construction design as per earthquake resistant norms
- Elegant designer outdoor vitrified tiles.
- Signage and letterbox for each flat.

KITCHEN & UTILITY

- Kitchen Platform with Granite top.
- Gallery Kitchen layout for efficient working space.
- Ample electric and power points for kitchen appliances along with exhaust fan provision.
- Washing machine provision (Electrical and Plumbing in utility area).

TOILETS

- Pressure tested concealed plumbing for long life with double coat chemical water proofing.
- Solar heated water connection in common Toilets.
- Attractive chrome plated fittings of best/ reputed make.
- Master Toilet suite with washbasin with full body premium European W.C. and CP fittings.
- 18/12 marble texture vitrified / dado wall tiles up to 7 ft. high.

WALLS

- External plaster for increase protection against weathering and fungal formations.
- All internal walls smooth finish in superior neeru finish.
- All Ceiling finished with super white POP.

WINDOWS

- Superior quality powder coated aluminum 2/3 track sliding windows and French doors for terrace.
- MS Safety window Grill.

DOORS

- Granite door frame in WC and bath
- Elephas main door and internal doors

PAINTING

- Internal -Eco friendly paint in entire flat, oil bond distemper.
- External- cement paint

ELECTRIFICATION

- Shock-proof concealed electrification with circuit breaker safety system.
- Fire Retardant copper wiring with MCB controls.
- Super white color modular switches with matching plates.
- One year free replacement warrantee.
- TV points in leaving room and master bedroom.
- Telephone connection Point in the living room and master bedroom.
- Split AC Point in master bedroom and living room.
- Generator backup for lift, common lightning and water pump.

FLOORING

- Premium 2 x 2 full body Vitrified flooring tiles in entire apartment.
- Antiskid flooring (rough/outdoor finish) in all bathroom and terraces.

AMENITIES

- 24 hrs. Security – Manned Security gate for Project Premises
- Internal Roads of concrete for long life
- Solar water heating system.
- Fire fighting system.
- 1 elevator in building.
- Letterbox and name plate for each flat.
- CCTV, camera security for common area in project premises.

Annexure F

Authenticated copy of Registered the Project at -----no. ----- under the Provisions of the Act with the Real Estate Regulatory Authority.