AGREEMENT FOR SALE

THIS AGREEMENT is made and executed at Pune on this _____ day of _________ 2018.

BETWEEN

(I) Ramsar Builders, Promoters & Developers a proprietary concern through its proprietor Mr. Ali Asgar Dekhani S/o Haji Ramzan Hassan Dekhani, Age 51 years, Occupation : Agriculturist & Business, PAN No. AAPPD5723Q, Residing at Cambridge Apartment, 87 Sahney Sujan Park, Pune 411040.

(II) M/s PSPB Infractructures a partnership firm registered under Indian Partnership Act 1932 having its office at 506, Vishwaneel Apartment, Narayan Peth, Pune 411030, PAN No. AAMFP9127B, through its partners **(1) Mr. Yogesh Balkrishna Pate,** Age 38 years, Occupation: Business & Agriculture, **(2) Mr. Nilesh Vasant Shende,** Age 37 years, Occupation: Business & Agriculture, **(3) Mr. Swapnil Shashikant Shende,** Age 33 years, Occupation: Business & Agriculture, **(4) Mr. Abhijeet Vasant Shende,** Age 39 years, Occupation: Business & Agriculture, **(5) Mr. Yogesh Ramesh Shende,** Age 38 years, Occupation: Business & Agriculture all partners having address at 506, Vishwaneel Apartment, Narayan Peth, Pune 411030,.

hereinafter referred to or called as **"the Promoter"** (which expression unless repugnant to the context or meaning thereof shall mean and include in case of the proprietory concern, i.e., Ramsar Builders, Promoters & Developers, the proprietor, his legal heirs, executors, successors, administrators and assigns and in case of the partnership firm, i.e., M/s PSPB Infractructures the said partnership firm, its present and future partners constituting the said firm and their respective heirs, executors, successors, administrators and assigns)

... **PARTY OF THE FIRST PART**;

The Promoter No. 1 shall also be individually referred to as "the Promoter Owner/ Promoter Vendor/ Promoter"

AND

1. Allottee Name

____

____

Age: ____Occupation: __________

Hereinafter referred to as "**the Allottee/Purchaser** ', (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said society trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them, its successors in-title, executors, administrators, liquidators and specific members of the society, executors, trustees, administrators and assignee, etc.,)

..**... PARTY OF THE SECOND PART**.

AND

Mrs. Sajeda Ali Asgar Dekhani, Age 45 years Occupation: Business , PAN no AEYPD8290B Residing at Cambridge Apartment, 87 Sahney Sujan Park, Pune 411040

(hereinafter referred to as "The Confirming Party", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal heirs, successors in interest and permitted assigns, executors)

……………………………PARTY OF THE THIRD PART;

For the Purpose of this presents the Capitalized terms are defined herein below.

a) SAID ENTIRE LAND :

all that piece and parcel of land bearing Survey No.230/A/2, admeasuring "Hectare 3.561 Are", assessed at "Rs.4.50 paise", situate at village Lohegaon , Taluka Haveli, District Pune, within the limits of the Registration District Pune, Sub-Registration Taluka Haveli, within the limits of the Pune Municipal Corporation (hereinafter referred to as **"the said entire land"**)

b) SAID LAND

All that piece and parcel of land admeasuring 13,968 sq.mt. (Excluding land admeasuring 3832.50 Sq.mts acquired for road by PMC out of Owner's share) of S.No 230/A/2/1, situated at village Lohegaon, Taluka Haveli, District Pune, within the limits of the Registration District Pune, Sub-Registration Taluka Haveli and within the limits of the Pune Municipal Corporation and more particularly described in the First Schedule – IA hereunder written and delineated in green colour boundary line on the plan annexed hereto and marked as Annexure **"1".**

c) PART "A" LAND / SAID PROJECT LAND

All that piece and parcel of **Part A Land admeasuring 9556.67 Sq.mtrs** out of total land area admeasuring 13,968 sq.mt. (Excluding land admeasuring 3832.50 Sq.mts acquired for road by PMC out of Owner's share) of S.No 230/A/2/1, situated at village Lohegaon, Taluka Haveli, District Pune, within the limits of the Registration District Pune, Sub-Registration Taluka Haveli and within the limits of the Pune Municipal Corporation (the same is marked as "Plot B" in Initial Sanction plan as per Annexure 2)

d) PART "B" LAND

All that piece and parcel of **Part B Land admeasuring 4411.33 Sq.mtrs** out of total land area admeasuring 13,968 sq.mt. (Excluding land admeasuring 3832.50 Sq.mts acquired for road by PMC out of Owner's share) of S.No 230/A/2/1, situated at village Lohegaon, Taluka Haveli, District Pune, within the limits of the Registration District Pune, Sub-Registration Taluka Haveli and within the limits of the Pune Municipal Corporation (the same is marked as "Plot A" in Initial Sanction plan as per Annexure 2)

e) **PROMOTER**

M/s PSPB infrastructures is a Promoter as defined under 2(zk) of the Real Estate Regulation Development Act, 2016 (hereinafter referred to as **RERDA**)

f) **PROMOTER OWNER/ PROMOTER VENDOR**

M/s Ramsar Builders, Promoters Developers is a Promoter Owner as defined under clause 2(zk) of the RERDA read with MAHARERA circular no. 12/2017 and MAHARERA circular no. 13/2017 issued by the RERA authority on 04-12-2017

g) **ALLOTTEE/PURCHASER**

__________ is an Alottee/ Purchaser as defined under clause 2(d) of RERDA

h) **BUILDING**

"building" as defined under clause 2(j) of RERDA shall consist of (i) Academic Building Block A having 3 Basements, ground floor plus 8 floors habitable, (referred herein as "Building A" marked in **Annexure 3A**), (ii) Ishanya Bhawan, Auditorium and Hostel having 3 Basements, ground floor plus 9 floors habitable, (referred herein as "Building B" collectively marked in **Annexure 3A.** Building A and Building B collectively referred as the "Said Buildings")

i) **THE SAID PROPOSED LAYOUT/ SAID PROJECT/ SAID REAL ESTATE PROJECT**:

The Said Real estate project as defined under clause 2(zn) of RERDA shall mean and include the Project being developed upon the Said Land which will comprise of (i) **Building A**, (ii) **Building B** iii) Development Area including the Project Land as defined above**.**

j) **STAGE NO. 1 OF PROJECT/ INITIAL SANCTION PLAN**

Stage no 1 of the Said Project means the existing Sanction that is Initial Sanction of 1.10 FSI i.e 9902 sq mtr obtained by the Promoter vide Commencement Certificate No. CC/2822/17 dated 25th January 2018 which consists of 21910.9 sq mtr of slab area. Herein after referred to as the Initial Sanctioned Plan/ Stage no. 1 of Project, the same is annexed herewith as **Annexure 2**

k) **STAGE NO. 2 OF PROJECT/ 3 FSI SANCTION/ FULL SANCTION**

Stage no. 2 of the Said Project shall be the sanction that the Promoter and Promoter Owner shall achieve by purchasing requisite TDR at 1.4 FSI and paid FSI of 0.5 to obtain the approval of 3 FSI as per the prevalent rules. A total FSI of approx. of 27005 sq mtr will be approved on getting entire 3 FSI sanction which will result in a total slab area of approx. 55527 sq mtr.

l) SLAB AREA

The Slab area is defined to include and same shall be measured as below:-

A) On site Slab area calculated out to out

B) 50% Slab area calculated out to out for Parking areas only except habitable areas.

C) 100% Slab area calculated out to out for habitable use in Basements

C) 100% Slab area calculated for terrace slabs including Top terrace, passages, balconies, staircases and podium

D) 50% Slant Slab of Auditorium out to out

However Slab area shall not include shafts, rafts, ducts or cut outs in floor slabs.

WHEREAS:

1. The Promoter Owner herein is the absolute owner of and/or otherwise well and sufficiently entitled to and seized and possessed of all that piece and parcel of well-defined and demarcated land admeasuring 13968 square metres (excluding land admeasuring 7665 square meters acquired for road by Pune Municipal Corporation)out of Survey No. 230 Hissa No. A/2 total area admeasuring 03 Hectares 56 Ares situate at village Lohgaon, Taluka Haveli, District Pune and within the limits of Pune Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli Nos. 1 to 27, Pune (hereinafter referred to as **"the said land"**) and more particularly described in the First Schedule – "A"**,** by virtue of Agreement to Sell dated September 8,2005 registered with the Office of Sub Registrar, Haveli at Sr. No: 7894/2005 and Sale Deed dated August 21, 2010 registered with the Office of Sub Registrar, Haveli at Sr. No: 7814/2010**;**

2. Pursuant to the Joint Venture Development Agreement dated 18.08.2011, registered in the office of the Sub-Registrar, Haveli No.1, at serial No.7615/ 2011 on the same day (said "JOINT VENTURE AGREEMENT"), along with Power of attorney dated 18.08.2011, registered in the office of the Sub-Registrar, Haveli No.1, at serial

No.7616/ 2011 on the same day and Supplementary Joint venture dated 29th January 2018, registered in the office of the Sub- Registrar, Haveli no IV at serial no 618/2018 on the same day, the Promoter Owner herein agreed to develop the said Entire Land together with the Promoter herein, on the terms and condition stipulated therein,

3. Thereafter vide Mutation Entry No: 35463, the said Entire land was sub-divided and portioned into two parts, Survey No 230 A/2 and Survey No 230 A/2/1 and Survey No. 230 A/2 was allotted to the branch of Late Shri. Balkrishna Ganpat Balgude and Survey No. 230 A/2/1 was allotted to the Promoter Owner.

4. Further, the said land is naturally subdivided into two parts due to D. P. Road and that Part "A" Land admeasuring 9556.67 Sq.mtrs on the North side and Part "B" Land admeasuring 4410.83 sq.mtrs on the South side. (the Plan which shows division is Annexed herewith as Annexure 1)

5. The Promoters on having come to know about the desire of Allottee approached the Allottee with a proposal to sell the land along with building like an educational campus as per the Proposed Layout (**Annexure 3)** on the project land. The Allottee also mentioned that they are interested in buying the land with building only and not otherwise.

6. The Allottee accepted the offer of the Promoters to construct a built to suit building for the Allottee on the Project land.

7. Pursuant to in principle agreement between the parties and considering the condition of the Allottee to sell the land with building, the parties entered into exhaustive discussion regarding planning of the project.

8. The parties on discussion agreed that the building proposed to be constructed would be admeasuring approx. 55527 sq mtr slab area, which would be so constructed by availing 3 FSI. The project would consist of buildings to be used by Allottee as college/ school/ hostel and auditorium i.e education institute on the Project Land in accordance with the Development Control Rules applicable, consisting of (i) Building A (ii) Building B and iii) Development Area.

9. The Promoter has declared and disclosed that

a. to avail the full 3 FSI multiple sanctions will have to be procured in terms of the prevalent rules and full FSI would not be sanctioned at the Stage no 1 of Project. It has been disclosed by the Promoter that at the Stage No 1 of Project, 1.10 FSI is sanctioned amounting to 9902 Sq mtr. On receipt of sanction of 1.10 FSI balance FSI in the form of 1.40 FSI in the form of TDR and 0.50 FSI in the form of premium FSI shall be procured by the Promoter as per the prevalent rules in Stage no 2 of the Project i.e Full Sanction. The total Consideration for the Project at full sanction would be Rs _______________

b. the project will be developed in multiple phases of which School building, Ishanya Bhawan, Auditorium and Hostel shall be completed on or before 30th June 2021. The Promoter shall endeavor to complete the project on or before 28th February 2021.

c. Promoter have sole and exclusive right to sell the said Buildings comprised in the said Project and enter into an agreement/s with the Allottee thereof and to receive the consideration in respect thereof.

d. the development of the said Project shall be in accordance with the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "**RERDA**") as far as applicable to the present agreement and the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as **"MOFA"**) and rules made there under, as applicable on the date of this presents. All the rights and obligations of the Parties under this Agreement shall be governed thereunder.

10. The designated Architect has prepared the said Proposed Layout, in pursuance of the understanding as elaborated above. The Promoter and Allottee considered the various designs, plans and schemes suggested and prepared by the designated architect. The designated Architect prepared three iterations of the plans. Out of the three iterations one was selected by the Allottee and the designated Architect has prepared proposed Layout plans and designs on the basis of the

same. Herein after referred to as the Said Proposed Layout. (The Proposed Layouts are annexed herewith as **Annexure 3**).

11. To achieve the stage no.2 of the Project i.e full potential the Promoter has presently taken sanctions as per stage 1 of the Project.

12. The Promoter after entering into these presents shall purchase requisite TDR at 1.4 FSI and paid FSI of 0.5 to achieve the approval of 3 FSI as per the prevalent rules in stage no. 2 of Project .
The Promoter has agreed to obtain revised sanction to the said Initial Sanction plans on the basis of said Proposed Layout and to construct buildings thereon accordingly.

13. In terms of the Understanding, i.e., to develop a customized Real Estate Project on the said Project Land as per the specifications of the Allottee, the Promoter has registered the said project under RERA as “**PSPB Vimannagar Project I**", comprises of (i) Building A (ii) Building B iii) Development Area, for which registration is granted under section 5 of RERDA vide Registration no P52100015098 with registration certificate dated 24th January 2018 (annexed in **Annexure 9**).

14. The Allottee has agreed to enter into these presents based on the Initial sanction, on the assurance of the Promoter that in subsequent stages the Promoter shall buy at his own cost and expense the requisite TDR, pay the required premiums and incur the necessary cost to achieve the full potential of 3 FSI for constructing, delivering and conveying the campus as planned in the Proposed Layout on the terms and conditions set out in these presents

15. Subject to the aforesaid, the Promoter has agreed to sell and the Allottee has agreed to purchase the said Project, and the parties hereto therefore, are executing present Agreement to Sell, in compliance with Section 13 of the RERDA as far as applicable to the present agreement and Section 4 of the MOFA and rules made there under, and hence these presents.

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the Said project more particularly described in the **Schedule II** herein below along with the appurtenances thereto, as shown in the Proposed plan hereto and annexed and marked **Annexure 3A**, for the consideration of **Rs. ______ (Rs. ________________)**. The sanctioned area in the project comprising of the premises as stated in the Second Schedule hereunder written is the subject matter of this Agreement. the Promoter is developing said Project as stated above on the said Project Land as per the specifications of the Allottee. The Promoter has represented to the Allottee that the said Project will be completed on **30^{th} June 2021**. Promoter shall endevour to deliver the project on or before 28^{th} Feb 2021.
2. **The parties agree that the aforesaid consideration is calculated at Rs _________________ as per the proposed plan at 55,527.28 sq mtr** more particularly described in **Schedule III** annexed hereto

3. The Promoter intends to develop the said Project Land as per the said Proposed Layout and the **said Project** will comprise of (i) **Building A**, consisting of (i) Academic Building Block A having 3 Basements, ground floor plus 8 floors habitable, (marked in **Annexure 3A**), (ii) **Building B** consists of Ishanya Bhawan, Auditorium and Hostel having 3 Basements, ground floor plus 9 floors habitable, (collectively marked in **Annexure 3A.** and iii) Development Area including the Project Land. (Marked in **Annexure 3A).**

   The development shall be in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that, the promoter shall have to obtain prior consent in writing of the Allottee in respect of variations/modifications which may adversely affect the said Project as envisaged by the Allottee in the Proposed Plan as annexed herewith in Annexure 3 except any alteration /addition required by any government authorities or due to change in law.

4. The Said Project is a result of customized designs and execution needs of the Allottee on the basis of full potential as calculated by the Promoter at 3 FSI. The plans, designs and usability of the project which were accepted to be built and executed on the Project Land by the Promoter are on the basis of Allottee getting the benefit of 3 FSI as per the present prevalent regulations. The Slab area of the said Project is jointly agreed to be estimated at 55527.28 sq.mts i.e 5,97,676 sq feet. Such estimation forms an integral part of the agreement and the understanding of the usable area by the Allottee. It is as per the specifications and designs accepted and agreed by the Allottee that the carpet area of the project has been determined as annexed in Schedule IV. The Promoter hereby agrees and accepts that in an event if 3 FSI is not fully sanctioned the Promoter shall be entitled to receive consideration of the areas that are approved and constructed only.

5. It is agreed and accepted by the Allottee and the Promoter that for the purposes of this transaction, “Slab Area” of the said Buildings. After negotiations at length, the Promoter herein agreed to sell and the Allottee herein agreed to purchase the Said project land along with the Said project at the rate of Rs. _________ of__________subject to the representation of the Promoter that the maximum permissible area of construction on the Project Land shall be 3 FSI which presently is sanctioned at 1.1 FSI.

6. The Allottee agrees that the Carpet Area so declared by the Promoter and certified by the Architect based on drawings is in compliance of the provisions of the RERDA is not the base area on which the allottee has relied upon to enter into the present agreement. The Allottee and the Promoter agree that Slab area as defined and estimated under this agreement forms base for the present agreement.

7. The Promoter agrees to develop the said Project Land upto its full potential as per the Proposed plan and prevalent regulations of 3 FSI by availing regular FSU, loading required quantities of TDR and paying requisite premiums for the same and by constructing multistoried, high rise buildings as per the customized specifications of the Allottee on the said Project Land by utilizing permissible available FSI and buildable potential etc., as may be permitted. As per the Development Control

Rules applicable to the said Project, the Promoter/ Owner alone have to pay / paid premium, purchase/load TDR etc. for obtaining additional sanction/s pertaining to the total area committed to be constructed as per the need and requirement of the Allottee as mutually agreed.,

8. The Promoter has appointed, Design Architect for the said Project, **‘**Hafeez Contractor’**,** registered with the Council of Architect of India and having office at 29 Bank Street Fort, Mumbai- 400023, and appointed Laisoining Architect ADesign Studio, having office at A-102 Anandtara Akansha,, Lonkar Nagar, Mundhwa, Pune, Maharashtra 411036, for preparation of the layout and drawing of the buildings. The Promoter has also appointed structural engineer ‘JW Consultant LLP, through its Designated partner Unmesh Joshi, registered with the Council of Structural Engineers of India and having office at Sai Radhe, Office No. 201, 2nd floor, Behind Hotel Le Meridien, 100-101, Kennedy, Pune, Maharashtra 411001, for preparation of structural design/drawings and accepted the professional supervision of such Architect and Structural Engineer till the completion of the said Project. The Promoter has appointed Chartered Accountant, ‘CA Saransh Dey and Associates’, registered with the Institute of Chartered Accountants of India and having office at B no 21, Royal Vista, Palace Orchard CHS, NIBM road, Undri, Pune - 411060, for accounts audit and compliance purposes. The Promoter has engaged the aforesaid professionals and has hired their professional services, consultations, supervision, etc. till the completion of the said Project, however, the Promoter can change the aforesaid Architect on the instructions of the Allottee only. The Promoter can change the Structural Engineer or Chartered Accountant, at its sole discretion, if so required, before the completion of the said Project and appoint new structural engineer or Chartered Accountant. Considering the peculiar nature of the project, the Promoter has declared all the professionals working on the said project for the time being. The Promoter shall update the RERA records as and when the same is required under RERA and new professionals/ contractors are appointed for the Said Project. The fees and expenses for the services of the aforementioned professionals and consultants shall be borne by the Promoter alone.

9. As per the understanding, the Promoter presently has taken an Initial Sanction of 1.10 FSI i.e 9902 sq mtr vide Commencement Certificate No. CC/2822/17 dated 25th January 2018 which consists of 21910.9 sq mtr of slab area as per present sanction. On further sanction of the Proposed Layout plan as stated hereinabove, the parties shall enter into required agreement revising these presents if needed. Subject to the consideration remaining the same as provided in these presents, the promoter shall take the responsibility for adjudication of any such additional agreement and bear all expenses thereof, if required. However if the incidence of stamp duty and other taxes increase by increase in value of consideration then such additional expenses of Stamp duty, registration and the like shall be borne by the Allottee.

10. The copy of sanctioned layout plan is annexed hereto as **Annexure 2**. The copy of proposed layout plan of the said Project is annexed hereto as **Annexure-3**. The DP road/ 20 Mts marked is annexed hereto as **Annexure-4.** The building plans of the said Project is annexed hereto as **Annexure-3A**. The specifications for the said Project are stated in **Annexure-5** annexed hereto. The Development of the said Project are stated in **Annexure-5 (A)** annexed hereto**..** The latest commencement certificate issued by the PMC is annexed hereto as **Annexure-6**. Copy of the 7/12 extract recording the name of the Promoter Owner for the said Project Land is annexed hereto as **Annexure-7**. Copy of the Certificate of the title, issued by the Advocate of the Allottee is annexed hereto as **Annexure-8**.

11. The Promoters have also disclosed under a separate letter all the litigations which were and are pending in respect of the said Project Land. The Promoter Owner hereby undertakes the sole responsibility to conduct those litigations. The payment of reasonable fees of the Advocate incase Allottee is impleaded in the pending proceedings shall be of the Promoters. The Promoters hereby agree to indemnify Allottee in respect of any material claims arising out of such proceedings.

12. The Allottee has demanded from the Promoter and the Promoter Owner and the Promoter and the Promoter Owner have given inspection to the Allottee of all the documents of the title relating to the said Project Land, the plans, designs and specifications prepared by the Architect. The

Promoter has also requested and permitted the Allottee to carry out independent search by appointing its own Advocate and to raise any further queries, regarding the title, rights, and authority of the Promoter. The Allottee has satisfied itself in respect of the marketable title of the Promoter Owner to the said Project Land, and the rights and authority of the Promoter. Pursuant to the aforesaid and the due diligence about the disclosures made by Promoter herein, documents, information etc. about the said Project, the Allottee has decided to design customized building on the said project land and ask the promoter to construct and handover the said Project and the Promoter has accepted the same. Aforesaid Project along with the appurtenances thereto is more particularly stated in **Schedule-II** written hereunder.

13. Prior to entering into this transaction the Promoter and the Promoter Owner discloses to the Allottee as under-

    A. The said Project Land is free from all encumbrances, charges or claims.

    B. The name of the Promoter Owner is shown in revenue record as the Owner and possessors of the said Project Land, being of class-I occupancy, free from any restriction on alienation.

    C. There are no litigations pending in respect of the said Project Land and/or the said Project except as mentioned in the litigation section of the RERA registration of the Said Project or mentioned in the separate letter submitted to the Purchaser.

    D. All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Project Land and said buildings are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project, said Project Land and said buildings 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 said Project, said Project Land, Buildings and Development areas at the cost and expenses of the Promoter only.

E. 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 created herein, may prejudicially be affected.

F. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Project Land, including the said Project which will, in any manner, affect the rights of Allottee under this Agreement.

G. The Promoter and the Promoter Owner confirms that the Promoter is not restricted in any manner whatsoever from selling the said Project to the Allottee in the manner contemplated in this Agreement.

H. At the time of execution of the conveyance deed , the promoter shall handover the said Project land area along with lawful, vacant, peaceful, physical possession of the Development areas and the Structure to the Allottee, (Herein after referred to as the "**Land to be conveyed**")

I. The Promoter and the Promoter Owner have 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 till the completion of the said Project.

J. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Project Land) has been received or served upon the Promoter or the Promoter Owner in respect of the said Project Land and/or the said Project.

K. The Promoter has informed and disclosed to the Allottee that, for storm water, sewerage and waste water the Promoter will provide adequate capacity storm water drain discharge in recharge pits and for sewerage, waste water and solid waste the Promoter will install adequate capacity Sewerage Treatment Plant (STP) as per conditions imposed under any regulations of relevant authority.

L. The Promoter is entitled to adopt any suitable construction methodology/technology as may be advised and approved by the structural design consultant and project Architects, including rapid construction technology for construction of building structure, which includes casting of certain external and internal walls of the apartments in RCC structure simultaneously while casting of building floor slabs.

14. The Promoter has disclosed the proposed parking plans as designed per the instructions of the Allottee and accordingly the Promoter has made provision of parking space for exclusive use of the allottee.

15. **Consideration**:

15.1 The Allottee agrees to pay to the Promoter the amount of purchase consideration of Rs________________________) calculated at Rs ___________________ per sq ft of Slab area estimated, as per the Proposed Plan.

Out of the purchase consideration the Allottee agrees to pay to the Promoter amount of Rs. ______________ (Rs. _________________) towards Other charges which include charges towards M.S.E.D.C.L. Deposits & Charges, Infrastructure Development charges, etc.

The Allottee agrees to pay to the Promoter the amount of Consideration in the following manner

a) It is agreed between the parties that the Allottee will follow and will pay to the Promoter the amount of consideration as per payment schedule more particularly mentioned in the "**Payment schedule I'** annexed hereunder as Schedule III. However after obtainment of revised sanction plan the Allottee will follow and pay to the Promoter the amount of consideration as per payment schedule mentioned in the "**Payment Schedule II**" hereunder.

15.2 It is also agreed between the parties that as required and suggested by the Allottee, The Promoter shall change the said Initial sanctioned plan and design and accordingly Slab area may change. In case there is change in Slab area which results into any additional area or reduction in area then the Allottee shall pay to the Promoter additional or reduced amount as per revised Slab area.

15.3 The Total Price above excludes Taxes (GST and Cess or any other applicable taxes, by whatsoever name called, which may be levied by the local authorities, state government, central government or any other concerned authorities, in connection with the construction of and carrying out the Project payable by the Promoter or levied in respect of the present transaction). The Allottee shall be liable to bear and pay the applicable GST effective as on the date of demand on the consideration in the agreement.

15.4 The Allottee and The Promoter agree and accept that they have jointly accepted the below mechanism to pass the relevant GST credit to the Allottee. Such credit shall be considered in full compliance of section 171 of CGST act, 2017 and other relevant provisions.

15.5 The Promoter and Allotttee agree that the mechanism hereinbelow is as per the present rules and regulations of the CGST act, 2017. Incase there are any changes in the CGST Act, 2017 or the relevant rules that impact the operation of passing of such credit to the the Allottee, the parties will then discuss and renegotiate a new mechanism which shall be compliant with the then regulations and pass on the necessary credit as may be possible from the Promoter.

15.6 The Promoter hereby agrees to pass on a credit of all direct material and labour supplied on or for the project directly by the Promoter to the Allottee Such supply of material and labour shall pertain to all goods and services purchased, supplied, made available and/or delivered directly at Project location for construction of the said Project as defined in this agreement and purchased by the Promoter alone.

15.7 The Promoter shall submit a summary of all goods and services supplied during the previous quarter within 15 days from the end of the quarter to the Allottee. The Allottee shall be entitled to adjust such accumulated credit against demand payable to the Promoter after such determination.

15.8 The promoter shall make available all documents, invoices and bills available for the Allottee to determine and audit such credit calculations.

15.9 The allottee hereby agrees that on such credit being passed on as per the aforementioned mechanism, any credit that may be due to the Allottee by any reduction of rate of tax on any supply of good or service or the benefit of input tax credit shall be considered passed on to the Allottee by way of such reduction as defined in clause 3 above Allottee shall not be eligible to make any claims under the Anti-profiteering provisions of the CGST Act and the sufficiency of such credit so determined is accepted and unequivocally by the Allottee.

15.10 It is further clarified that, after execution of this Agreement, the GST , LBT and any other taxes increase/decrease under respective statues by the central and/or state government and further at any time before or after execution of this Agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statue/rule /regulation notification order/either by the Central or the State Government or by the development controlling authority or by any revenue or other authority, in respect of the said Land and/or the said Project or this Agreement or the transaction, shall exclusively be paid/borne by the Allottee. The Allottee hereby, always indemnifies the Promoter from all such levies, cost and consequences.

15.11 The total negotiated discount by way of passing off of credit on material purchases as defined above has been arrived at, by passing on the benefits of the input credit factoring in the legal framework set out under the Goods and Services Tax, 2017 of mechanism of input credit and anti- profiteering clauses, stipulated thereunder. The Promoter on giving such discount shall be considered as have already passed on the benefits thereof to the Allottee by revising the demand. The Allottee has been made aware of this and he shall not dispute the same

15.12 The Total Price/ Consideration is escalation-free. Any escalation/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 shall be borne solely by the Promoter. The consideration of Rs 5050 per sq ft of slab area is escalation free and no increase or decrease in the rate of consideration shall be made on any account whatsoever.

15.13 The Promoter has informed to the Allottee that, the construction of the building/s in the said Project as well as the development of Development area therein will be completed as per situation at the site and the Promoter may carry out more than one work simultaneously or may change the chronology of construction stages. In such an event, the Allottee shall be liable to pay the installment as per the work progress, as stated in the schedule III annexed hereto.

15.14 The Allottee shall pay the aforesaid consideration along with all applicable taxes, etc. to the Promoters on due date or within 21 days from the Allottee receiving the intimation in writing on paper or by E-mail from the authorized representatives of the Promoters calling upon the Allottee to make the payment. The Allottee shall within this period check the validity and accuracy of such demand raised. If any discrepancy is observed in the demand so raised by the Promoter the same shall be informed to the Promoter in writing within 7 days from the date of receipt of intimation of demand by the Allottee and the Allottee shall pay the undisputed portion of the demand raised within the aforementioned period. The allottee shall have right to depute its employee and/or consultant to visit the Project and verify the status before approving such intimation. It is clarified that the payment in time is the essence of the contract.

15.15 The Promoter informed to the Allottee/ Purchaser that, the payment towards the consideration and interest thereon if any has to be made by the Allottee/ Purchaser by RTGS/ NEFT/ local Cheques / Demand Draft issued / drawn in the name of "**PSPB Infrastructures Collection Account**" and payment towards OTHER CHARGES in the name of “**PSPB Infrastructures Other collection Account**” which are the Promoter Collection accounts. These collection accounts shall be linked to the RERA designated accounts of the project by the Promoters to ensure compliance of the provisions made under RERDA. The operation and management of the RERA designated accounts shall be the sole responsibility of the Promoters.

15.16 Without prejudice to the right of the Promoter to take an action against breach, due to delay in the payment of the installments on the due dates, the Allottee shall be bound and liable to pay interest @ 2% on and above the Marginal Cost of Lending Rate of the State Bank of India per month or part thereof at monthly rest, on all the amounts which become due and payable by the Allottee to the Promoter till the date of actual payment, provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of the delay by the Promoter in respect of delay in payments by the Allottee.

15.17 The Allottee authorizes the Promoter to adjust/appropriate all payments made by it under any head(s) of dues against lawful outstanding, if any, in its name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. This shall be done to appropriate payments received from the Allottee by the Promoter to comply with the requirements of regulatory framework.

16 **CARPET AREA**:

The Promoter and the Allottee specifically agree that the total consideration of the said Project have been settled by and between them on the basis of the Slab area to be constructed on the said project Land as per the customized designs of the Allottee and Promoter is charging the total consideration as calculated on the Slab area as the project is a customized use of the said land by the Allottee. The term Slab area has been defined in these presents. However as per the provisions of RERDA, the parties hereto have determined the carpet areas and have been disclosed in the **Schedule IV** hereunder. The Allottee agrees that the Carpet Area so declared by the Promoter in compliance of the provisions of the RERDA is not the base area on which the allottee has relied upon to enter into the present agreement. The Allottee and the Promoter agree that Slab area as defined and estimated under this agreement forms base for the present agreement. The total sales consideration agreed in these presents is Escalation free.

17 ALTERATION, MODIFICATION IN SANCTIONED LAYOUT, BUILDINGS PLANS AND CONSTRUCTION:-

17.1 Any alteration and modifications whether adverse or otherwise in the sanctioned layout and building plan, including the variations as may be considered necessary or as may be required by concerned development controlling authority / Government etc shall be done only after obtaining prior written consent of the Allottee.

17.2 The Allottee has been made aware by the Promoter that, the Promoter shall be absolutely entitled to consume/utilize balance FSI of the said Project Land, amenity FSI, paid FSI, premium FSI and permissible TDR, or any other FSI, as may be permitted by Development Controlling Authority from time to time upto 3 FSI. The Promoter has reserved its right to consume the same by obtaining sanction for the building plan with vertical changes or otherwise of the building/wings in the said Project after obtaining prior written consent of the Allottee.

The allottee further consents to purchase any and all additional Slab area that may be generated on the said project as a result of Promoter obtaining additional sanctions for the same. Any FAR/ FSI above 3 FSI being made available on the Project land due to change in rule or otherwise, after the execution of these presents shall belong to the Allottee alone and the Promoter shall have no claim on the same. The Allottee at its sole discretion shall use such enhanced FAR / FSI in the manner as it deems fit.

17.3 In the event of any technical or design related requirement, specified by the architect or consultants or execution engineer (site engineer), or betterment of the said Project, the location/specification of the facilities and services provided for the said Project, or the said Buildings, are/may required to be changed, then under such an event prior written consent of the Allottee shall Be taken.

17.4 In the event of any change or modification in any technical or design related requirement, specified by the Allottee pertaining to the said project or the said building, then any additional cost for such change as may be mutually agreed by both in writing the parties shall be added to the consideration.

18 DISCLOSURE PERTAINING TO FSI UTILIZATION:

The Promoter hereby declares that the existing approved Floor Space Index available for consumption in respect of the said Project Land is 9902 square meters only and the Promoter has planned to utilize Floor Space Index by availing TDR, or FSI available on payment of premiums, amenity/reservation FSI 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 of 3 is proposed to be utilized by him on the said Project Land in the said Project and Allottee has agreed to purchase the said Project along with the proposed Floor space index based on the proposed construction to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only, till the transfer of such additional FSI is executed and covered in agreement in writing.

19 TERMINATION OF AGREEMENT:

19.1 If the Allottee commits a breach of terms and conditions of this agreement relating to non-payment of any installment of the consideration the Promoter shall send a written notice intimating such breach, where the total undisputed demand outstanding from the Allottee exceeds Rs 10,00,00,000/- (Ten Crores) alongwith interest for delayed payments, then the Promoter shall issue a written notice to intimate the allottee of its intention to Terminate these presents. The Allottee within 30 days from the receipt of such notice to terminate these presents may pay the outstanding undisputed demand. After expiry of 30 days, if the Allottee fails to make the payment within the stipulated period, this transaction shall stands cancelled and all right, title, interest of the Allottee under this Agreement in respect of the said Project stands extinguished..

19.2 In case the right to termination is exercised by the Promoter, the amount paid as consideration, shall be eligible to refunded to the allottee without any interest on the same if the project is sold at equal or higher consideration to a third party causing no loss to the promoter. If the Promoter suffers any additional expenses, costs or losses as a result of transferring the said project to the third party the same shall be deducted from the allottees eligible refund.

19.3 In an event where right to terminate is exercised by the promoter and cost is incurred by it to demolish/ repair/ alter/ renovate or clear the land of any structures or construction that may have come up till then, the same costs shall be deducted from the consideration received from the Allottee and the balance if any shall be refunded to the allottee on promoter receiving the same from any third party without any interest on such payment.

19.4 If the expenses so deducted from the Allottees consideration cannot be mutually agreed to by both the parties then the parties shall jointly appoint a mutually acceptable Government surveyor/ valuer/architect to determine such deduction along with expenses incurred as overhead, other charges, approval charges and the like.

The report from such a surveyor shall be considered as a good base to determine deduction of expenses from consideration refundable to the Allottee.

19.5 The Allottee shall not be entitled to receive refund of the amount paid by the Allottee to the Promoter on account of Service Tax, VAT, Local Body Tax, GST or any other taxes, Cesses, stamp Duty, Registration Fee, etc.

20 DELIVERY OF POSSESSION:

20.1 The said Project will be completed on 30th June 2021. However the promoter shall endeavor to complete the project on or before 28th February 2021.

20.2 Promoter shall be entitled to reasonable extension of time beyond grace period for giving possession of the said Project on the aforesaid date, if the construction and completion of said Projector the said building in which the said Project is to be situated, is delayed on account of all force majeure events stipulated in the Act including but not limited to:

i) Non, availability of steel, cement, other building materials, water or electric supply or labour;

ii) War, civil commotion or act of God;

iii) Reasonable Extension of time on delay or default in payment of dues by the Allottee under these presents (without prejudice to the right of Promoter to terminate this agreement under clause 9 above).

iv) Extension will be granted by the Allottee in case any changes extra / additional work required to be carried out in the said unit as per the requirement and at the cost of the Allottee.

20.3 After completion of construction of the said Project or any part there of, the Promoter shall inform in writing to the Allottee that the said Project is ready for use and occupation and on receipt of such intimation, the Allottee shall take the possession of the said Project or any part there of, within 15 days, after inspecting the said Project or any part thereof in all respect and the same is according to the terms and conditions of this Agreement. After the Allottee is satisfied itself as aforesaid, at its request the Promoter shall give the possession of said

Project to the Allottee only on payment of all dues payable by the Allottee subject to the retention of Defect liability as agreed in Schedule III annexed here to.

20.4 In the event Promoter, fails to complete the construction of the said Project, within the aforesaid period, the Allottee shall be entitled to receive compensation from the Promoter, calculated at the rate of Rs 20,00,000/- (Rupees Twenty Lakh) per month in respect of the said Project, from the agreed date of possession (subject to the permissible extension as above), till the construction of the said Project is completed and the same is ready for handing over to the Allottee, provided, that the Allottee has duly paid the requisite installments of the consideration and not committed any breach of this agreement. The aforesaid amount will be duly adjusted/paid at the time of delivery of possession of the said Project or any part thereof. This shall become effective on 28.02.2021.

21 FORMATION OF ORGANISATION:

21.1 Since the said project is in toto being agreed to be purchased by the Purchaser, the Promoter shall not form a Co-operative Housing Society and or association of apartment and or any other form of organisation of the said Project.

21.2 Upon completion of the said Project or prior to the same on being demanded by the Purchaser, the Promoter along with the Promoter Owner shall execute a Sale Deed/ Conveyance Deed in favour of the Purchaser if not executed earlier, within the period of 2 (Two) months from the date of receipt of full and final completion/occupation certificate for the said Project and receipt of total outstanding consideration by the Promoter, save and except the retention amount. Incase the Sale deed is executed prior to the completion, the Promoter shall continue to retain the right to develop the property as contemplated under these presents upto 3 FSI as per the Proposed Layout. Such sale deed shall in no way subjugate, alter, amend or modify any of the rights and benefits as conferred to the Promoter under this presents in any way.

22. OBSERVATION OF CONDITIONS:

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned development controlling authority at the time sanctioning the plans or thereafter and shall, before handling over possession of the said Project to the Allottee, obtain from the concerned development controlling authority occupation and/or completion certificate in respect of the said Project. In addition to the aforesaid, the Allottee shall also observe all development controlling rules and other conditions applicable to the building in which the said Project is situated. The Promoter indemnifies the Allottee for any loss, damage or otherwise that may be caused to the Allottee as a result of actions of the Promoter.

23SPECIFICATIONS AND AMENITIES:

The amenities, fixtures and fittings to be provided by the Promoter in the said Project are set out in **Annexure 5** annexed hereto. The Promoter has informed the Allottee that the said Project comprises of multi storied high rise buildings as designed by the Allottee and the Promoter has been advised by the consultant that, to ensure the structural stability of the buildings, no structural change shall be made including damaging with the existing structural members, RCC and the like.

24 DEFECT LIABILITY:

24.1 After receiving possession if the Allottee brings to the notice of the Promoter, any structural defect in the said Building, within the period of 5 years from the date of handing over the said Building to the Allottee, then wherever possible such defect shall be rectified by the Promoter at his own cost.

24.2 It is clarified that the defect liability of the Promoter for the standard fixtures, fittings in the Said Buildings, machinery including STP, electric pumps, waste management plants, lift, if any, security equipment, fire fighting equipments, if any, Sanitary fittings, C.P fittings, Electrical and Electronics peripherals, Doors and hardware, windows, Tiles, Glass will be as per the warranty provided by the respective manufacturer/supplier. The Promoter’s liability for any manufacturing defects therein shall be concurrent with and be limited to the period of Warranty given by the Manufactures of such items/ goods/systems and shall not extend beyond such periods. Further, such warranties pertaining to such items/goods/systems which require periodic maintainance shall become null and void if such periodic maintenance is not attended to by the Allottee in the said Project. The defect liability period shall be deemed to have been commenced from the date of obtaining the completion certificate.

24.3 At the time of possession, the Promoter shall handover all maintenance manuals in respect of all the services to the Allottee. It is responsibility of the Allottee that the allottee shall maintain the services in accordance with that Maintenance manuals and through the Authorized agencies suggested by the Manufacturer companies only. In case allottee fails to follow the terms and conditions then the defect liability of the Promoter shall become void and Allottee shall alone be held responsible to rectify such defect.

24.4 The defects covered hereinabove shall be restricted to the acts of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of the said Buildings by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein.

24.5 Promoter would also not be liable to rectify the defects like minor hairline cracks on the external and internal walls which might occur due to variation of heat intensity/weathering as these do not affect the structural stability of the building and hence does not amount to structural defect or bad workmanship defect.

24.6 In an event where a Defect is reported by the Allottee to the Promoter in writing, the Promoter shall assess such reported defect and report to the Allottee in writing if it forms part of the scope of cover under Defect liability provisions as per RERDA or arising as per clause 24.5 hereinabove mentioned. The promoter shall also inform the allottee the tentative timeline for resolution of any identified defect falling under the scope of this clause

24.7 It is further clarified that water proofing works will have a defect liability period of 10 years from the date of handing over the said Building to the Allottee, then wherever possible such defect shall be rectified by the Promoter at his own cost. However such liability shall not extend to the Promoter if the water proofing defect is a result of acts done by the Allottee.

24.8 The Promoter shall rectify the admitted defect, if any, within reasonable time at its own cost. Once such rectification/ repairs for such defects are done the same shall be reported by the Promoter to the Allottee. The report from the promoter shall be considered a conclusive proof of rectification of such defect. If the admitted defect cannot be rectified under reasonable time the Allottee may take recourse for utilization of Defect liability reserve as provisioned under this contract mentioned in schedule II subject to proportionate cost for rectification of such defect limited to the unutilized amounts lying in the Defect liability reserve. In case if the Defect liability reserve is not available to the allottee then the Promoter shall expend the same from his own sources.

24.9 The Allottee shall be liable to submit invoices and relevant estimations of the works done by it to the satisfaction of the Promoter for rectification of such defect. In case of cost of repair of defect exceeds the defect liability reserve then the same shall be paid by the Promoter.

24.10 The Defect liability reserve retained by the allottee shall be repaid to the developer in the following manner:

1) 50% on the date of completion of the project

2) Balance on completion of one year from the date of completion.

However in case the Promoter provides a Bank Guarantee of the amount equivalent to this 50% to the Allottee then the Allottee will pay this balance amount to the Promoter immediately on the date of handing over of Bank Guarantee.

24.12 The applicability of the above terms of this agreement shall be limited to the defect liability period of 5 Years as covered under RERDA.

25 PAYMENT OF TAXES, CESSES ETC:

25.1 From the date of Completion Certificate, the Allottee shall be liable to bear and pay all taxes, cesses in respect of the said Project and maintenance charges in respect of the building/s in the said Project and expenses for facilities such as light meter, water pump/s expenses for lift, if any etc. and non-agricultural assessment in respect of the said Project Land to the respective authorities.

25.2 Notwithstanding anything stated hereinabove, the liability to pay the aforesaid taxes, etc. will be on the Allottee of the said Project and if for whatsoever reason the same is not paid by the Allottee and is recovered from the Promoter, the Promoter shall be entitled to recover the same from the Allottee and the Allottee shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee in writing.

26 SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME:

26.1 The plant/ machinery/ equipment provided in the said Project and the building like elevators, electric installation, pumps, filters, fire fighting equipment etc. have to be operated / used by the persons with due diligence and with adequate observance of safety standards. The Allottee shall always ensure that the aforesaid facilities will be maintained periodically by qualified agencies. After handing over the aforesaid facilities to the organization, the Promoter shall not be held responsible subject to the terms of Defect Liability as per clause 14 in respect thereof shall set it's own rules and regulations for its use in order to avoid failure, wear and tear due to misuse, injuries and causalities / calamities occurred and any damages of whatsoever nature caused to any person or property.

27 SPECIFIC COVENANTS:

27.1 The relation between the Promoter and the Allottee for the transaction in respect of the said Project for transfer of land with buildings thereof and the Promoter has agreed to sell the said Project being constructed on the terms and conditions set forth in this present and customized designs specified by the Allottee.

27.2 The Allottee admits and agrees that, after delivery of possession of the said Project by the Promoter to the Allottee, it will always be presumed that, the Promoter had discharged and performed all his obligations except formation of proposed organization and conveyance as stated hereto, under this Agreement and as well as under MOFA and RERA and rules made thereunder.

27.3 After the Promoter obtaining the occupation certificate in respect of the said Project, the Allottee shall also execute such other documents such as Supplementary Agreement, Sale Deed if not executed earlier, Possession Receipt, Indemnity, Declaration, Undertaking etc., as may be required by the Promoter.

27.4 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said Project Land and building/s till the full and final settlement of the consideration under this contract to the satisfaction of the Promoter except for the provisions of clause 21.2 of these presents.

27.5 Any delay tolerated and/or omission on the part of the Promoter in enforcing the terms and conditions of this agreement or any for-bearance or giving time to the Allottee by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee and the same shall not in any manner prejudice the rights of the Promoter.

27.6 The Allottee shall not indulge any unauthorized activity which may result into damaging the concealed plumbing, concealed wiring, electrical installations, R.C.C. frame work, damaging the water proofing, and/or tampering with the internal walls, shifting of walls, removal of walls, or chiseling the same, or modifying the windows, or creating additional openings, etc., and/or any such activity/modifications/alterations, which may jeopardize the structural safety and/or damages the apartment/building.

27.7 The Allottee and Promoter hereby covenant and agree that the consideration agreed is based on the mutual negotiations between the Parties hereto and on the market conditions as on agreement date of the said Project. The Allottee and Promoter shall have no right to renegotiate on the agreed consideration. Further, it is agreed that all previous negotiations, offers, and writings in respect of the said Project between the parties hereto stand superseded and the terms and conditions and consideration stated in these present shall prevail.

27.8 The Promoter shall apply to the concerned authorities for arrangement of water supply, electricity supply and provision of drainage and sewerage and shall apply with requisite deposits and charges etc. In the event any delay occurs or shortfall faced (for the reasons beyond the control of the Promoter) for providing such services from the concerned departments, the Promoter shall be held responsible for any such delay or shortfall upto completion of the Project and the same is handed over to the Allottee. After completion of the Project and the same is handed over to the Allottee, the Promoter shall endeavor provide such water/electricity from outside resources at the cost of the Allottee.

27.9 The Purchaser covenants that the Purchaser shall comply with all the rules and regulation pertaining to electrical installations, lifts, generators, fire safety equipments and services, pollution control and general safety equipments and services of the building/s. The Purchaser shall take over the building and the maintenance on its own.

27.10 The Purchaser shall at all times keep the annual maintenance contracts with regards to all safety equipments such as lift, generator, heating and cooling systems, equipments provided for fire safety, pollution control, equipments relating to safety at terrace, walls, claddings and other places, pumps, motors and other equipments valid and shall pay the amounts of annual maintenance contract as and when demanded by the concerned agencies. The Purchaser is fully aware that non payment towards the annual maintenance contracts will adversely affect all the equipment installed by the Vendor in the building/Project.

27.11 The Purchaser at all times maintain all facilities, machinery, equipments installed in the building/said Project and shall ensure that all agreements for maintenance of such equipments, machinery and facilities are entered into, periodically renewed and kept in currency and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof.

27.12 After the said project is handed over to the Purchaser, the Promoter shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the Promoter Owner, service providers or their agents with regards to the fire equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The Allottee shall ensure that periodical inspections of all such equipment and facilities are made by them so as to ensure proper functioning of all such equipment.

27.13 The Promoter and the Promoter Owner shall solely be responsible for disclosure and compliance under RERDA. In case if any defaults or penalties are levied on the Promoter or the Promoter Owner for any reason whatsoever the same shall not be recoverable from the Allottee.

27.14 The Promoter shall change the name of the Real Estate Project as would be suggested by the Allottee under RERA and all records after execution of these presents within 30 days from the date such new name being communicated to the Promoter.

27.15 The Promoter and Promoter Owner hereby accept and agree that they shall not revoke, alter, amend or change any terms of the Joint Venture Agreement or Supplementary agreements executed between them that shall have an impact on development and delivery of the said Project to the Allottee.

27.16 Promoter shall not change the constitution of its partnership except by operation of law, death of any partner or by legal disability of any such partner. Any such change shall be informed to the Allottee in writing within 30 days from effecting such change.

27.17 The Promoter accepts and agrees that in case there is any order by the RERA Authority that hinders the development or delivery of the project to the Allottee, eg. Revocation of the Registration and the like, then the Promoter shall solely be responsible to clear the same.

27.18 The Promoter or the Promoter Owner shall not take any loan on the said Project. In case the Promoter or the Promoter Owner avail any loan, they shall not create any charge or encumbrance on the Project Land.

27.19 The Promoter agrees and accepts that incase Sale Deed/ Conveyance deed is executed prior to final completion of the Said Project, the milestone payment of "Conveyance cum Sale Deed" as covered in Payment schedule I and/ or Payment Schedule II shall be released only on completion of the project.

28 OTHER COVENANTS:

The Allottee Itself may come, doth hereby covenant with the Promoter as follows for the said buildings and also the said Project :-.

28.1 To maintain the said Project at the Allottee's own cost in good tenantable repair and condition from the date of possession of the said Project is taken and shall not do or cause to be done anything in or to the said Projector the building in which the said Project is situated, staircase, entrance lobbies or any passage which may be against the rules, regulations or bye laws of the concerned development controlling authority or change/alter or make addition in to the said Project itself or any part thereof.

28.2 Not to store in/outside the said Project or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building or storing of such goods is objected by the concerned development controlling authority any other authority or under any law and shall not carry out or caused to carried out heavy packages upto upper floors, which may damage or likely to damage staircase, common passages, lift / elevator or any other structure of the building including entrances of the building and in case of any damage is caused to the building in which the said Project is situated on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for all the consequences of the breach.

28.3 To carry at its own cost all internal repairs to the said Project and maintain the said Project in the same condition, state and order in which it was delivered by the Promoter subject to the provisions of Defect Liability clause no 14. Provided that for the defect liability period such repairs shall be carried out by the Allottee with the written consent and under the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned development controlling authority or other public authority. In the event, the Allottee committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

28.4 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project Land, the building and/or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

28.5 To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion/occupation certificate in respect of the said Project and also any additional increased taxes, insurances etc. which are imposed by the concerned development controlling authority and/or the Government and/or other public authority on account of change of user of the said Project by the Allottee viz. user for any purposes other than for Education and residential purposes as shown in the sanctioned plan.

28.6 Till a conveyance of the said Project Land on which the Building in which the said Project is situated is executed, in favour of the Purchaser, the Allottee 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 Project and the said Project Land and building or any part thereof to view and examine the state and conditions thereof with prior intimation of its intention to do the same.

28.7 The Promoter has declared that the Real estate project shall be developed in multiple phases, however the same has been registered as a single Project in RERA under the name “PSPB Infrastructures Project I” . If the same is required by the RERA authority to be renewed or registered or reregistered as multiple phases under the provisions of RERDA, the same shall be done by the Promoter at his own cost.

28.8 The Promoter shall allow authorized representatives of the Allottee to enter and inspect the said Project after giving prior intimation to the Promoter of its intention to do the same.

28.9 The Promoter shall handover 6 sets of “As built” drawings alongwith original completion certificates, NOC’s and other relevant documents to the Allottee at the time of completion.

29 INSURANCE BY THE PROMOTER

The Promoter is required under the Act to have the title of the land and building of Real Estate Project insured by an insurance company. The Allottee is aware and acknowledges that this being a new requirement, no insurance company has till date introduced a suitable insurance policy which meets with the requirements of the said Act and the rules made thereunder and moreover the State Government has yet to notify the same The Promoter shall, in accordance with the Act and the Rules, subscribe to insurance policy/policies or product subject to their availability in the insurance sector. However, the Promoter will not be responsible in any manner if suitable insurance product/policy for the aforementioned is unavailable and/or is available but does not fulfill all the requirements under applicable law. Whereas Promoter has insured /will be insuring construction of the said phase and copy of such insurance will be available with Promoter’s office for inspection by the Allottee. A copy of any insurance taken on the project shall be handed over to the Allottee.

30 SERVICE OF NOTICES:

All notices to be served on the Allottee shall be deemed to have been duly served if sent to the Allottee/s as the case may be, under certificate of posting/courier at his/her/their address/es specified in the title of this agreement or at E-mail ID/at the address intimated in writing by the Allottee. It shall be the duty of the Allottee 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, as the case may be.

31 EFFECT OF LAWS:

This Agreement shall always be subject to relevant and applicable provisions of The Real Estate (Regulation and Development) Act 2016, The Maharashtra Ownership Flats (Regulation of the Promotion, of The Construction, Sale, Management and Transfer) Act, 1963 and The Maharashtra Flat Ownership Flats Act, 1970, and the rules made there under.

32 SEVERABILITY:

In the event that any provision of this agreement or any of the conditions of them are declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same are received by either of the parties of any relevant competent authority, the parties shall amend the provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force.

33 FURTHER ASSURANCES:

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

34 **ENTIRE AGREEMENT**:

The Promoter has not undertaken any responsibility nor has agreed anything with the Allottee 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. The present agreement shall be treated as an entire agreement in itself and it shall supersede all the earlier understanding oral or written, including publicity material like brochure etc.

35 **RIGHT TO AMEND:**

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

36 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Project, in case of a transfer, as the said obligations go along with the said Project for all intents and purposes.

37 PAYMENT OF STAMP DUTY REGISTRATION FEE ETC:

The Allottee shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this Agreement and pro-rata consideration thereof and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of Housing organization in which the Allottee will be a member.

The consideration of the said Project as agreed between the Promoter and the Allottee and as per the prevailing market rate in the locality, being the true and fair market value of the said Project is as stated hereinabove. This agreement is executed by the parties hereto under RERDA, MOFA, and rules made thereunder as far as applicable. The said Project Land is situated within the influence areas as per the annual statement of rates published under the Maharashtra Stamp (determination of true market value of property) Rules, 1995. The stamp duty will be applicable as per The Maharashtra Stamp Act, 1958, Schedule-I, Article 25(b)(ii) read with Explanation-I, and further as per Section 157 of Maharashtra Zillha Parishad and Panchayat Samiti Act, 1961 on market value of the said Project of the transaction is applicable. The Allottee has paid proper stamp-duty alongwith appropriate registration fees herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoter in favour of the organization in which the Allottee/s will be the member in respect of the said Project.

SCHEDULE-IA

(**SAID ENTIRE LAND**)

All that piece and parcel of land admeasuring 13968 square metres (excluding land admeasuring 7665 square meters acquired for road by Pune Municipal Corporation)out of Survey No. 230 Hissa No. A/2 total area admeasuring 03 Hectares 56 Ares situate at village Lohegaon, Taluka Haveli, District Pune and within the limits of Pune Municipal Corporation and Bounded as follows:

Towards East : by S. no 210

Towards South: By S.no 230/A/3

Towards West: By V.V.I.P Road

Towards North: By S.no 230/A/1

SCHEDULE-IB

(**SAID PROJECT LAND**)

All that piece and parcel of land admeasuring 13,968 sq.mt. (Excluding land admeasuring 3832.50 Sq.mts acquired for road by PMC out of Owner's share) of S.No 230 Hissa No. A/2/1, situated at village Lohegaon, Taluka Haveli, District Pune, within the limits of the Registration District Pune, Sub-Registration Taluka Haveli and within the limits of the Pune Municipal Corporation of which-

The Part A Land admeasuring 9556.67 Sq.mtrs (the same is marked as "Plot B" in Initial Sanction plan as per Annexure 2) bounded as under:

On or towards the East: S. no 230 A/2 (Part)

On or towards the South: 20 meter wide DP road

On or towards the West: Existing V.I.P Road

On or towards the North: S. no 230 A/3

along with all appurtenances thereto

SCHEDULE-II

(**DESCRIPTION OF THE SAID PROJECT**)

All that piece and parcel of the **Project Land being** developed upon the Said Project Land which will comprise of (i) **Building A**, consisting of (i) Academic Building Block A having 3 Basements, ground floor plus 8 floors habitable, (ii) **Building B** consists of Ishanya Bhawan, Auditorium and Hostel having 3 Basements, ground floor plus 9 floors habitable, and iii) Development Area including Project land**.**

SCHEDULE-III

(CONSIDERATION)

SCHEDULE-IV

(CARPET AREA AS PER RERDA)

<<architect certificate to be received>>

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and sealed on the day month and year first hereinabove written.

SIGNED SEALED AND	]
DELIVERED by the within named	]
Promoters	]
(I) Ramsar Builders, Promoters &	]
Developers **a proprietary**	]
concern through its proprietor	]
Mr. Ali Asgar Dekhani	]
(II) M/s PSPB Infrastructures	]
through its partners	]
(1) Mr. Yogesh Balkrishna Pate	]
(2) Mr. Nilesh Vasant Shende	]
(3) Mr. Swapnil Shashikant	]
Shende	]
(4) Mr. Abhijeet Vasant Shende	
(5) Mr. Yogesh Ramesh Shende	

SIGNED SEALED AND	]
DELIVERED	]
by the within named	]
Confirming Party Mrs. Sajeda	]
Ali Asgar Dekhani	]
	]
SIGNED SEALED AND	]
DELIVERED	]
by the within named Purchasers	]
… … … … … … … … … … … … … …	]
… … … … … … … … … … … … … …	

In the presence of:

IN THE PRESENCE OF:-

1) Signature ____________________

Name ____________________

Address ____________________

2) Signature ____________________

Name ____________________

Address ____________________