

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE IS MADE AND EXECUTED AT PUNE ON THIS 27th DAY OF February IN THE YEAR OF 2025.

BETWEEN

M/S. NIRMAN SQUARE LLP,

Registered under the provisions of
The Limited Liability Partnership Act, 2008,
Having Office at: Amar Business Zone, B wing, office no-902,
S. no. 87/1A & 87(Part) Baner, Pune- 411045.

[PAN No. AASFN2988A]

Through its Partner,

MR. SANDEEP SHRIKRISHNA GOYAL,

Age about: 48 years, Occupation: Business,

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

PARTY OF THE FIRST PART

AND

1. MR. HARALE AKSHAY S

Age about: 35 years, Occupation: Service,

PAN: AHVPH4609L

Aadhaar No. 4754 4695 3987

2. MS. WATEGAONKAR PRANALI UDAY (Before Marriage) Alias

MRS. PRANALI AKSHAY HARALE (After Marriage)

Age about: 32 years, Occupation: Homemaker,

PAN: ACEPW1491P

Aadhaar No. 8557 7946 2011

Both Residing at- B-705, Nirman Aura, SN-2/5/1/4, Nr Podar International School, Nr Indu Lawns, Ambegaon Bk (part) (n.v.), Pune, Maharashtra – 411046

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

PARTY OF THE SECOND PART

Title of the Promoter as to land Survey No. 67 admeasuring 1H=57R situated at Village : Ravet, Tal. Haveli, Dist. Pune.

WHEREAS the land bearing Survey No. 67 admeasuring 1H=57R of Village Ravet, Tal.Haveli, Dist. Pune originally belonged to Mr. Gangaram Bhau Sane (hereinafter referred to and called as “**said land**”). After his death on 07/12/1926, the said land devolved upon his son Mr. Kashinath Gangaram Sane. Name of said Mr. Kashinath Gangaram Sane was entered in record of rights through guardian Smt. Bhimabai Gangaram Sane vide Mutation Entry No. 225. Thus said Kashinath Gangaram Sane became the absolute owner and possessor of the said land. On 05/05/1936 said Mr. Kashinath Gangaram Sane sold the said land to Mr. Baburao Arjunrao Badathe. Thereafter his name entered in revenue record of the said land vide Mutation Entry No. 508 as an Owner thereof. On 04/06/1937 said Mr. Kashinath Gangaram Sane repurchased the said land from Mr. Baburao Arjunrao Badathe. Thereafter his name entered in revenue record of the said land vide Mutation Entry No. 538 as an Owner thereof. At the relevant time said Mr. Kashinath Gangaram Sane had attained the age of majority and was competent to contract.

AND WHEREAS on 09/03/1953 said Mr. Kashinath Gangaram Sane sold the said land to Mr. Bandu Rama Bhondve @ Mr. Bandopant Ramchandra Bhondve by registered Sale Deed which is registered in the office of Sub-Registrar, Haveli No. 2, Pune at Serial No. 279/1953. Possession of the said land was handed over to Mr. Bandu Rama Bhondve. The name of Mr. Bandu Rama Bhondve is entered in the record of rights vide Mutation Entry No. 1005 as owner thereof. Said Mr. Bandu Rama Bhondve with the consent of Smt. Hirabai Tarachand Bhondve, Mr. Gulab Tarachand Bhondve executed Development Agreement and Power of Attorney both dated 19/07/1999 registered in the office of Sub-registrar Haveli No.5, Pune at Sr. No. 5034/1999 & 302/1999 respectively in favour of Mr. Madanlal Banarsidas Agarwal & Mr. Ramesh Chotmal Bansal in respect of area admeasuring OH 55R out of the said land. Said Mr. Madanlal Banarsidas Agarwal & Mr. Ramesh Chotmal Bansal with the consent of Mr. Bandu Rama Bhondve executed Development Agreement and Power of Attorney both dated 24/04/2008 registered in the office of Sub-Registrar Haveli No. 17, Pune at Sr. No. 4238/2008 & 4239/2008 respectively in favour of Mr. Nandkumar Bhalchandra Bhondve & Mr. Rajendra Dagdu Bhondve with respect to area OH 55R. By the said document, Mr. Madanlal Banarsidas Agarwal & Mr. Ramesh Chotmal Bansal assigned all their development rights in the said portion of land to Mr. Nandkumar Bhalchandra Bhondve & Mr. Rajendra Dagdu Bhondve by receiving entire agreed consideration.

AND WHEREAS Mr. Bandu Rama Bhondve with consent of Mr. Tukaram Bandu Bhondve, Smt. Janabai Tukaram Bhondve executed Development Agreement and Power of Attorney registered in the office of Sub-Registrar Haveli No. 14 Pune at Sr. No. 8704/2005 and 8705/2005 respectively on 21/12/2005 in favour of M/s. Sakshi

Constructions with respect to area admeasuring 0H 51R out of the said land. M/s. Sakshi Constructions with the consent of Mr. Bandu Rama Bhondve, Mr. Tukaram Bandu Bhondve, Mrs. Janabai Tukaram Bhondve executed Development Agreement and Power of Attorney both dated 16/04/2008 registered in the office of Sub-Registrar Haveli No. 18, Pune at Sr. No. 2093/2008 & 2094/2008 respectively in favour of Mr. Nandkumar Bhalchandra Bhondve with respect to area admeasuring 0H 51R. By the said document, M/s Sakshi Constructions assigned all their development rights in the said portion of land to Mr. Nandkumar Bhalchandra Bhondve by receiving entire agreed consideration.

AND WHEREAS Mr. Bandu Rama Bhondve executed a Power of Attorney dated 02/09/1998 registered in the office of Sub-Registrar, Haveli No. 5, Pune at Sr. No. 393/1998 in favour of his son Mr. Vilas Bandu Bhondve with respect to area admeasuring 0 H 51R out of the said land. By the said Power of Attorney, said Mr. Vilas Bandu Bhondve was empowered to sell and convey the area admeasuring 0 H 51R out of the said land. Mr. Bandu Rama Bhondve through his Power of Attorney Holder Mr. Vilas Bandu Bhondve executed Development Agreement and Power of Attorney registered in the office of Sub-Registrar Haveli No. 5 Pune at Sr. No. 7108/2005 and 7109/2005 respectively on 16/09/2005 in favour of Mr. Nandkumar Bhalchandra Bhondve & Mr. Rajendra Dagdu Bhondve with respect to area admeasuring 40R out of the said land. Thus Mr. Nandkumar Bhalchandra Bhondve and Mr. Rajendra Dagdu Bhondve had acquired development rights in respect of land admeasuring 1H 46R and remaining 11R land was retained by Mr. Vilas Bandu Bhondve.

AND WHEREAS executing document in respect of remaining 11R land, said Mr. Bandu Rama Bhondve executed Development Agreement and Power of Attorney both dated 14/02/2007 registered in the office of Sub-Registrar, Haveli No. 5, Pune at Sr. No. 1001/2007 & 1002/2007 respectively in favour of Mr. Nandkumar Bhalchandra Bhondve & Mr. Rajendra Dagdu Bhondve with respect of area admeasuring 1H 17R out of the said land (which includes the land admeasuring 55R acquired by Agarwals & 51R acquired by Sakshi Constructions). However as mentioned above, Mr. Nandkumar Bhalchandra Bhondve & Mr. Rajendra Dagdu Bhondve acquired rights from Agarwals and Sakshi Constructions. Thus Mr. Nandkumar Bhalchandra Bhondve & Mr. Rajendra Dagdu Bhondve had acquired development rights in respect of land admeasuring 1H 17R out of the said land. During the lifetime of Mr. Bandu Rama Bhondve, he executed a will and bequeathed the said land to his grandson Mr. Vishal Vilas Bhondve which is registered in the office of Sub-Registrar, Haveli No. 18, Pune at Sr. No. 1664/2007. Mr. Bandu Rama Bhondve expired on 3/6/2008. After his demise, the name of Mr. Vishal Vilas Bhondve is mutated on the revenue record of the said land after issuing notices to all the legal heirs of the deceased.

AND WHEREAS Mr. Vishal Vilas Bhondve with consent of Mr. Vilas Bandu Bhondve, Mrs. Shakuntala Waman Choudhary, Mrs. Subhadra Shivaji Ghule, Mrs.

Kausalya Balu More, Mrs. Hirabai Tarachand Bhondve, Mr. Popat Tarachand Bhondve, Mr. Gulab Tarachand Bhondve, Mr. Baijnath Tarachand Bhondve executed Sale Deed dated 29/06/2009 in respect of area admeasuring 1H 17R out of the said land registered in the office of Sub-Registrar Haveli No. 12, Pune at Sr. No.3821/2009 in favour of Mr. Nandkumar Bhalchandra Bhondve & Mr. Rajendra Dagdu Bhondve. Possession of the said portion of land was handed over to Mr. Nandkumar Bhalchandra Bhondve & Mr. Rajendra Dagdu Bhondve.

AND WHEREAS Mr. Vishal Vilas Bhondve executed Sale Deed dated 29/06/2009 in respect of area admeasuring 29R out of the said land registered in the office of Sub-Registrar Haveli No. 12, Pune at Sr. No.3822/2009 in favour of Mr. Nandkumar Bhalchandra Bhondve & Mr. Rajendra Dagdu Bhondve. Possession of the said portion of land was handed over to Mr. Nandkumar Bhalchandra Bhondve & Mr. Rajendra Dagdu Bhondve. Thus Mr. Nandkumar Bhalchandra Bhondve & Mr. Rajendra Dagdu Bhondve became the sole and absolute owner of area admeasuring 1H 17R & 29R out of the said land admeasuring 1 Hectare 57 Ares. Name of Mr. Nandkumar Bhalchandra Bhondve & Mr. Rajendra Dagdu Bhondve was recorded on the revenue record of the said land in respect of area admeasuring 29R vide Mutation Entry No. 6759 and area admeasuring 1H 17R vide Mutation Entry No. 6760.

AND WHEREAS out of the entire land admeasuring 1H 57R, an area admeasuring 1H 46R was jointly owned by Mr. Nandkumar Bhalchandra Bhondve & Mr. Rajendra Dagdu Bhondve and an area admeasuring 11R remained with Mr. Vishal Vilas Bhondve.

AND WHEREAS Mr. Nandkumar Bhalchandra Bhondve executed Development Agreement and Power of Attorney both dated 27/03/2012 registered in the office of Sub-Registrar Haveli No.17, Pune at Sr. No. 3179/2012 & 3180/2012 respectively in favour of Sai Venkata Nirmithi Pvt. Ltd. with respect to his share in the said land i.e. 1H 01R. Similarly, Mr. Rajendra Dagdu Bhondve executed Development Agreement and Power of Attorney both dated 27/03/2012 registered in the office of Sub-Registrar Haveli No.17, Pune at Sr. No. 3181/2012 & 3182/2012 respectively in favour of Sai Venkata Nirmithi Pvt. Ltd. with respect to his share in the said land i.e. 0H 45R. So also Mr. Vishal Vilas Bhondve executed Development Agreement and Power of Attorney both dated 25/07/2012 registered in the office of Sub-Registrar Haveli No.17, Pune at Sr. No. 7511/2012 & 7512/2012 respectively in favour of Sai Venkata Nirmithi Pvt. Ltd. with respect to his share in the said land i.e. 0H 11R. Thus, all the three land owners gave the entire land for development to Sai Venkata Nirmithi Pvt. Ltd. (the erstwhile developer) and handed over possession of the said land to them.

AND WHEREAS M/s. Sakshi Construction, Mr. Vilas Bhondve, Mr. Madanlal Agarwal & Mr. Ramesh Bansal confirmed the sale deed dated 29/06/2009 registered at Sr. No. 3821/2009 referred above and Development Agreements, Power of Attorney referred above, in favour of Sai Venkata Nirmithi Pvt Ltd by executing following registered documents :

- a) Consent Deed dated 14/08/2013 which is registered in the office of Sub-Registrar, Haveli No. 17, Pune at Sr. No. 7059/2013 executed by M/s Sakshi Constructions.

- b) Consent Deed dated 14/08/2013 which is registered in the office of Sub-Registrar, Haveli No. 17, Pune at Sr. No. 7060/2013 executed by Mr. Vilas Bandu Bhondve representing Mr. Bandu Rama Bhondve.
- c) Consent Deed dated 14/08/2013 which is registered in the office of Sub-Registrar, Haveli No. 17, Pune at Sr. No. 7061/2013 executed by Mr. Madanlal Agarwal & Mr. Ramesh Bansal.

AND WHEREAS the said three Land Owners prepared a layout of the said land which is sanctioned by PCMC vide their commencement Certificate No. BP/Layout/Ravet/30/2012 dated 03/09/2012. The said layout was subsequently revised vide Commencement Certificate No. BP/Layout/Ravet/34/2013 dated 30/08/2013. Vide Order No. PMH/NA/SR/129/2012 dated 12/4/2013 the said land is converted for non-Agricultural use by Hon'ble Collector, Pune.

AND WHEREAS the said land is free from all encumbrances.

AND WHEREAS Sai Venkata Nirmiti Pvt. Ltd. commenced construction over part of the said land and completed construction of 2 wings that is C & D wing. Pimpri Chinchwad Municipal Corporation has awarded Part Completion Certificate in respect of C & D wing vide CC No. 307/2022 dated 31/05/2022.

AND WHEREAS Mr. Nandkumar Bhalchandra Bhondve, Mr. Rajendra Dagdu Bhondve and Mr. Vishal Vilas Bhondve with the consent of the erstwhile developer Sai Venkata Nirmiti Pvt Ltd. and the flat purchasers in C & D wing sold and conveyed all their right, title and interest in the said land in favour of the Promoter herein vide Sale Deed dated 31/03/2022 which is registered in the office of Joint Sub-Registrar Haveli No. 25, Pune at Sr. No. 6360/2022 for consideration. Possession of the said land was also handed over to the Promoter. The name of the Promoter was recorded on the 7/12 extract of the said land vide Mutation Entry No. 11311. In addition to the said sale deed, Mr. Nandkumar Bhalchandra Bhondve, Mr. Rajendra Dagdu Bhondve, Mr. Vishal Vilas Bhondve & Sai Venkata Nirmiti Pvt Ltd. executed Power of Attorney dated 31/03/2022 in favour of M/s Nirman Square LLP which is registered in the office of Joint Sub-Registrar Haveli No. 25, Pune at Sr. No. 6362/2022 empowering them to do all acts, deeds and things in respect of the said land.

AND WHEREAS Sai Venkata Nirmiti Pvt. Ltd. executed Deed of Declaration 05/04/2022 registered in the office of Joint Sub-Registrar, Haveli No. 25, Pune at Sr. No. 6363/2022. By the said deed of declaration, Sai Venkata Nirmiti Pvt Ltd declared that all their right, title and interest in the said land stood transferred in favour of the Promoter herein and they have no existing rights in the said land. It is also declared that all the FSI, TDR and ancillary benefits in the said land are to be utilized by the Promoter herein.

AND WHEREAS by virtue of the said documents, the Promoter is having legal and valid rights in the said land, to develop the same and to enter into this agreement. However, as the construction of the C and D wing is completed by the erstwhile Developer, the Promoter herein is developing the remaining portion of land (hereinafter referred to and called as “**project land**”).

AND WHEREAS the said land is falling in the “Residential” Zone under the Development Plan for the City of Pune currently in force.

AND WHEREAS the provisions of the Urban Land (Ceiling & Regulation) Repeal Act, 1999 applies to the said land.

AND WHEREAS the Pimpri Chinchwad Municipal Corporation has approved sanctioned plans for construction vide its Commencement Certificate No. BP/Ravet/114/2022 dated 30/05/2022 and vide its latest Revised Commencement Certificate No. BP/Ravet/31/2025 dated 24/02/2025 in the name of the Promoter. The copy said revised commencement certificate dated 24/02/2025 has been annexed hereto as “**Annexure-B**”, which includes A wing, B wing, Commercial building and open space.

AND WHEREAS the Promoter has appointed Mr. Yogesh Manakshe as their Architect to sanction building plans upon the project land. The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The Promoter has accepted the professional services of the said Architect until completion of the buildings / project. However, the Promoter has reserved the right to change said Architect before the completion of the buildings / project if the Promoter so decide.

AND WHEREAS the Promoter has appointed Mr. Avinash Hole as their Structural Consultant. The Promoter has accepted the professional services of said Structural Consultant until the completion of the buildings / project. However, the Promoter has reserved the right to change said Structural Consultant before the completion of the buildings / project if the Promoter so decide.

AND WHEREAS the said project in respect of “**ASTORIA ROYALS A WING**” is registered with the Maharashtra Real Estate Regulatory Authority in accordance with the provisions of Real Estate (Regulation and Development) Act, 2016 and the Rules made there under and the said Authority therefore issued Certificate bearing No. P52100048260 dated 22/12/2022 in the name of M/s. Nirman Square LLP i.e. the Promoter herein. The copy of certificate has been annexed hereto as “**Annexure-A**”.

AND WHEREAS the Promoter has sole and exclusive right to allot Apartments in the buildings constructing/to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee/s of the Apartments and to receive the consideration thereof.

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

AND WHEREAS the copy of Index- II of the Sale Deed dated 31/03/2022 executed by Sai Venkata Nirmiti Pvt Ltd in favour of the Promoter in respect to the said land, have been annexed hereto as “**Annexure-D**”.

AND WHEREAS the authenticated copies of the floor plans of the Apartment agreed to be acquired by the Allottee/s as sanctioned and approved by the local authority have been annexed hereto as “**Annexure-C**”.

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

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

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

AND WHEREAS the Promoter has accordingly commenced construction of the buildings in accordance with the plans approved by the concerned Local Authority on the project land.

AND WHEREAS after entire satisfaction about the marketable title of the Promoter in respect of the said land, the Allottee/s has/have applied to the Promoter for allotment of following Apartment in “**A**” wing, which is more particularly described in Schedule II.

Hereinafter for the sake of brevity and convenience referred to as the ‘said Apartment’ in the project known and styled as ‘**ASTORIA ROYALS**’ and RERA project Name as ‘**ASTORIA ROYALS A WING**’ (hereinafter for the said of convenience and brevity referred to as the ‘said Project’).

AND WHEREAS relying on the confirmations, representations and assurances of the Allottee/s to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, the Promoter has agreed to allot the said Apartment to the Allottee/s and to enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS after due discussions and negotiations by and between the parties hereto the Allottee/s agreed to purchase the said apartment for the consideration of **Rs. 1,01,07,143.00/- (Rupees One Crore One Lakh Seven Thousand One Hundred And Forty Three Only)** and the Promoter agreed to sell and allot the said apartment along with One Covered Car Parking to the Allottee/s.

AND WHEREAS under section 13 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter for the sake of brevity and convenience referred to as the ‘said Act’), the Promoter is required to execute written Agreement for Sale in respect of the said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agree to allot and the Allottee/s hereby agree/s to acquire the said Apartment.

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

1. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Promoter shall construct additional floors on the building/s to be constructed on the project land by utilizing paid/premium/fungible/Ancillary Floor Space Index (FSI), Transferable Development Rights (TDR) and/or other benefits of the said land to be given by the Pimpri Chinchwad Municipal Corporation or the concerned authority from time to time. The Allottee/s hereby has knowledge of the same.

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

2. CONSIDERATION:

- a) The Allottee/s hereby agree/s to acquire from the Promoter and the Promoter hereby agrees to allot the Allottee/s the following Apartment :-

Building No.	A
Apartment No.	A - 1606
Floor	16th Floor
Carpet area of Apartment	89.24 sq.mt
Area under enclosed Balcony	6.10 sq.mt
Area of open Balcony	7.90 sq.mt
Area under dry Balcony	3.26 sq. mt
Exclusive Right to Use	One Covered Car Parking

In the project known and styled as ‘ASTORIA ROYALS’ and RERA project Name as ‘ASTORIA ROYALS A WING’ to be constructed on the project land as shown in the floor plan thereof hereto annexed hereto at and for the total / lumpsum

consideration of **Rs. 1,01,07,143.00/- (Rupees One Crore One Lakh Seven Thousand One Hundred And Forty Three only)** which includes the amounts of association / local body registration charges, electricity meter charges, but excludes the amounts of stamp duty, registration fee, Goods and Services Tax and all the taxes, cesses, levies which are and shall be applicable from time to time.

The Allottee/s has/have agreed to pay the total amount of consideration of the said Apartment as under:-

Percentage Amount	Particulars / Payment schedule
10%	Advance Payment / Application Fee
20%	Within 7 days from the date of execution of this Agreement,
15%	Within 7 days from the date of demand raised by the Promoter after completion of the plinth slab of the wing in which the said Apartment is located,
5%	Within 7 days from the date of demand raised by the Promoter after completion of the fourth slab of the wing in which the said Apartment is located,
5%	Within 7 days from the date of demand raised by the Promoter after completion of the eighth slab of the wing in which the said Apartment is located,
5%	Within 7 days from the date of demand raised by the Promoter after completion of the twelfth slab of the wing in which the said Apartment is located,
5%	Within 7 days from the date of demand raised by the Promoter after completion of the sixteenth slab of the wing in which the said Apartment is located,
5%	Within 7 days from the date of demand raised by the Promoter after completion of the Twenty fourth slab of the wing in which the said Apartment is located,
5%	Within 7 days from the date of demand raised by the Promoter after completion of the brick work of the said Apartment,
5%	Within 7 days from the date of demand raised by the Promoter after completion of the plumbing work of the said Apartment,
5%	Within 7 days from the date of demand raised by the Promoter after completion of the tiling work of the said Apartment,
5%	Within 7 days from the date of demand raised by the Promoter after completion of the work of door and windows of the said Apartment,
5%	Within 7 days from the date of demand raised by the Promoter after completion of the work of installation of lift and water pumps concerning the said Apartment,

5%	Within 7 days from the date of demand raised by the Promoter for possession of the said Apartment,
----	--

b) The consideration of the said Apartment is also arrived on the assurance of the Allottee/s to abide by the above payment schedule only and it will not be altered by the Allottee/s. The Allottee/s shall make all the payments to the Promoter by Cheque, Demand Draft, National Electronic Fund Transfer (NEFT), Real Time Gross Settlement (RTGS) or by any mode of payment. If the Allottee/s make/s the payment by outstation cheque/s then the date of payment shall be treated as and when the same is credited to the account of the Promoter and to the extent the said amount is credited by deducting the commission of the Bank. The Allottee/s shall be liable to pay interest @ MCLR + 2% on the delayed payment. The Allottee/s has/have agreed to pay the same to the promotor as per promotor's demand before possession of the said Apartment. It is hereby agreed that the time for payment as specified above is the essence of this agreement and on failure of the Allottee/s to pay the same on due dates, it shall be deemed that the Allottee/s has / have committed breach of this agreement and the Promoter shall be entitled to take such action as they are entitled to take in case of breach / default of this agreement, including termination of this agreement. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall be construed as condonation by Promoter on such delay. It shall be the sole discretion of the promotor to terminate the agreement or accept the dues with interest and/or penalty.

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

c) The Total Price is escalation-free, save and except escalations / increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time or hike in prices of raw material unreasonably. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within 15 days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. The Promoter undertakes and agrees that while raising demand on the Allottee/s for increase in development charges, cost or levies imposed by the competent authorities, due to hike prices of raw material etc., the Promoter shall enclose the said notification / order / rule / regulation published / issued /data of prices of raw material in that behalf to that effect along with the demand letter

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

- d) The Promoter shall get confirmed the final carpet area that has been allotted to the Allottee/s after the construction of the wing is complete and the occupancy / completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate, which is mentioned in consideration clause. The Apartment Purchaser shall pay the price of additional area within 15 days from the date of demand made by the Promoter. It is expressly agreed that the area calculation made by the Architect of the Promoter shall be final and binding on the Allottee/s and the Allottee/s shall not be allowed to dispute the same and prolong / deny payment thereof.
- e) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head/s of dues against lawful outstanding, if any, in his/her/their name/s as the Promoter may in their sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoter to adjust his / her / their payments in any manner.
- f) The Allottee/s shall not directly or indirectly cause obstruction to the development of the said project as desired by the Promoter for any reason whatsoever.

3. **TAXES AND OTHER LEVIES:**

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

same to the Promoter together with penalty (if any) and interest from the date of payment by the Promoter. It is agreed that in case any tax is payable by law or rule on any other amount payable by virtue of this Agreement shall be borne and paid by the Allottee/s. It is also agreed that all the benefits arising out of payment of such taxes like Input Tax Credit shall be availed and rendered to the Promoter only and the Allottee/s shall not be entitled to claim any such benefit.

4. **COMPLIANCE OF LAW RELATING TO REMITTANCE:**

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

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

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

6. **PAYMENT OF CONSIDERATION ESSENCE OF CONTRACT:**

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

7. **DISCLOSURE AS TO FLOOR SPACE INDEX:**

The Promoter hereby declare that the Floor Space Index available as on date in respect of the project land is **72794** square meters and the Promoter shall construct additional floors of on the aforesaid building/s on the project land by utilizing remaining / paid / premium / fungible / ancillary Floor Space Index, Transferable Development Rights and/or other benefits of the said land. The remaining unutilized FSI (if any) shall belong to the Promoter. The Promoter shall be entitled to make use of the same on any other project or otherwise. The Allottee/s have agreed to acquire the said Apartment on the understanding that the proposed FSI shall belong to Promoter only and in case for any reason whatsoever the FSI is increased and the same could not be consumed on the said project, the Promoter shall be entitled to make use of the same on any other project or otherwise.

8. **TRANSFERABLE DEVELOPMENT RIGHTS (TDR):**

The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project land is **72794 Square Meter** only and Promoter has planned to utilize Floor Space Index of **71004 Sq. Mtrs.** by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of **71004 Sq. Mtrs.** as proposed to be utilized by him on the project Land in the said Project and Apartment Purchaser/Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of 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.

The Promoter may consume Transferable Development Rights on the project land as per the rules and regulations laid down by the Pimpri Chinchwad Municipal Corporation or the concerned authority. The Promoter may consume the same by constructing additional floors/premises on the existing building/s and may be entitled to allot the Apartment/s to different Allottee/s on ownership basis and the said Allottee/s shall not raise any objection for the same. The Promoter may absolutely be entitled to submit revise building plan/s to Pimpri Chinchwad Municipal Corporation.

9. **POSSESSION:**

The Promoter shall hand over possession of the said Apartment to the Allottee/s on or before **30th September 2028**. Provided the Allottee/s had paid all the sums due and payable under this Agreement to Promoter in time.

Further provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of wing in which the Apartment is to be situated is delayed on account of -

- a. War, Civil Commotion or Act of God.
- b. Any notice, order, rule, notification of the Government and / or other public or Competent Authority or any Decree / Order of any Court/ tribunal/authority.

If the Promoter fails to abide by the time schedule for completing the project and handing over the apartment to the allottee the promoter agrees to pay to the allottee who does not intent to withdraw from the project, interest as specified in the rule, on all the amounts paid by the allottee for every month of delayed, till handing over the possession. The allottee agrees to pay to the promoter interest as specified in the rule and on all the delayed payments which become due and payable by the allottee to the promoter under the terms of this agreement from the date the said amount is payable by the allottee to the promoter.

Upon failure by the Promoter to handover possession of the said Apartment to the Allottee/s, if allottees opt for withdraw from the project, allottee shall issue notice to terminate the agreement and within one month from the receipt of said notice, the Agreement shall automatically stand cancelled and terminated. The refund shall be made immediately upon the sale of said Apartment by the Promoter to the prospective buyer and receipt of sufficient consideration from the new buyer to enable the Promoter to refund the said amount to the Allottee/s.

It is made clear that the Common Amenities of the entire project shall be developed by the Promoter before completion of the entire project and the Allottee/s shall not insist to complete it in early stage.

10. **PROCEDURE FOR TAKING POSSESSION:**

The Promoter, upon obtaining the occupancy/completion certificate from the competent authority and the payment made by the Allottee/s as per the Agreement, shall offer within 7 days in writing the possession of the said Apartment to the Allottee/s in terms of this Agreement to be taken within the time specified in the said letter and the Promoter shall hand over possession of the said Apartment to the Allottee/s subject to receipt of dues if any. The Allottee/s agree/s to pay the maintenance charges as determined by the Promoter or association of Allottee/s, as the case may be from the date the Promoter has offered the Allottee/s possession of the said Apartment.

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

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

12. **TERMINATION OF AGREEMENT BY PROMOTER:**

Without prejudice to the right of Promoter to charge interest mentioned in this Agreement, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults in payment of installment or in case of breach of any term or condition of this Agreement, the Promoter shall at their own option, may terminate this Agreement:

Provided that, the Promoter shall issue notice of 15 days in writing to the Allottee/s by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s of his / her / their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail/s to rectify the breach/es mentioned by the Promoter within the period of notice then at the end of such notice period, it shall be deemed that the Promoter has terminated this Agreement.

Provided further that upon termination of this Agreement, the Promoter shall be entitled to retain, withhold and forfeit a minimum amount equivalent to booking amount from and out of the amount so far then paid by the Allottee/s to the Promoter and the Promoter shall be liable to repay only balance amount (if any) from the amount received by the Promoter within a period of 30 days of the termination. It is further made clear that while taking into consideration the amount paid by the Allottee/s to the Promoter towards taxes, stamp duty, registration fees or any other government dues shall be excluded. Thus in case of termination of this Agreement for any reason, amounts of taxes, duties, charges paid to the Government shall not be refunded by the Promoter to the Allottee/s.

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

13. **DEFECT LIABILITY:**

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

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

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

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to be surveyed by the Project Structural Engineer and a third party agency, who shall submit a report to state the defects in materials used, in the structure built of the unit / wing and in the workmanship executed keeping in the mind the aforesaid agreed clauses of this Agreement.

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

The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for the purpose for which it is sanctioned/permissible under

Municipal laws/rules. The Allottee/s shall use the parking space only for purpose of keeping or parking their vehicle/s.

The Allottee/s shall not store any material in the said parking area.

15. **FORMATION OF ORGANISATION OF APARTMENT HOLDERS:**

That the Promoter shall form one or more Society/Societies of the Apartment/Condominium of Apartment holders including the residents of C & D wing. The decision of Promoter to form a Society of Apartment owners/Condominium of Apartment owners would be final and binding on all the Allottee/s of the said scheme. The Allottee/s, along with other Allottee/s of Apartments in the wing shall join in forming and registering the Society/Condominium to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society and for becoming member/s, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

16. **CONVEYANCE IN FAVOR OF SOCIETY/ORGANISATION OF APARTMENTHOLDERS:**

The Promoter shall, within three months of registration of the society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the Owners in the said structure of the building or wing in which the said apartment is situated.

The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the Owners in the project land on which the building with multiple wings or buildings are constructed.

If the Allottee/s fail/s to get executed the Deed of Conveyance / Deed of Declaration and Deed of Apartment from the Promoter in respect of said land and the building thereon, the Promoter shall issue Letter to the Society of the Allottee/s calling upon them to execute and register necessary Deed of Conveyance / Deed of Declaration and Deed of Apartment of the said land or its part along with the building/s thereon, within 15 days from the date of receipt of said Letter. Even after

receipt of such letter, if the Society of Allottee/s fails to execute and register the said Deed of Conveyance / Deed of Declaration and Deed of Apartments in its/their favor, it shall not be presumed that the Promoter has violated the term and condition of this Agreement, along with the said Act and Rules made there under.

Provided that subject to the receipt of all sums due and receivable from all the allottee/s and subject to allotment of all the apartments etc., the Promoter shall cause to be transferred to the Society all the right, title and the interest of the Promoter by executing one or more Deed of Conveyance.

Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional contribution is **Rs. 1,37,600/-** towards the outgoings for a period of 2 years. 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 if the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

17. MAINTENANCE:

Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the said land and wing namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, electricity consumption charges and cost of maintaining electricity fittings relating common areas, parking etc., repairs and salaries of clerks bill collectors, chowkidars, security, housekeeping and sweepers, maintenance and repairs of drainage line, water line, all other facilities but not restricted to water pumps, lifts, solar panels, generators, fire equipment's, and all types of machineries, equipment's provided or available in the said project and all other expenses necessary and incidental to the management and maintenance of the project land and wings. It is further agreed that, if the Promoter provides water by

tanker or any other source, the Allottee/s shall have to pay for the water charges immediately after raising demand by the Promoter. The amount spent by the Promoter for the same shall be a part of monthly maintenance charges. Similarly, in case any infrastructure related facility is provided to the Allottee/s, the Allottee/s shall pay separately for the same and shall also be liable to pay taxes thereon, if any. Until the Society is formed and the said structure of the wing is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agree/s that till the Allottee/s share is so determined the Allottee/s shall pay to the Promoter provisional contribution is **Rs. - 1,37,600/-** towards the outgoings for the period of 2 years. The Promoter is entitled to demand the deficit of the contribution from the Allottee/s. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance / assignment of the structure of the wings is executed in favour of the Society as aforesaid. On such conveyance / assignment being executed for the structure of the wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society, as the case may be. It is agreed that in case any tax is payable by law or rule on any other amount payable by virtue of this Agreement shall be borne and paid by the Allottee/s. The promoter shall not be liable or responsible to contribute the maintenance/tax if payable thereon, in respect of the unsold apartments.

That in case the amount of maintenance mentioned above found to be less to maintain the said project, in such event, it shall be the responsibility of the Allottee/s to pay the said deficit amount within 7 days from the date of raising demand by the Promoter. In case of any delay beyond a period of 7 days, then interest charges as per Rules will be applicable. While charging the said deficit amount, the Promoter shall provide the audit report to the Allottee/s.

It shall be the liability and responsibility of the Allottee/s and their Society to maintain at their own cost all the equipment's, machineries, plants, fittings etc. provided by the Promoter. They shall also be liable and responsible to maintain the wing and structure by periodically painting, filling of cracks etc. at their own cost. The Allottee/s is/are aware that all the facilities, amenities, plants, solar heating system etc. shall be used for their benefits and the same may get damaged if the same remain unused. The Promoter shall not be liable and responsible for the consequences arising out of failure, negligence or incompetency in operating and maintaining the aforesaid equipment's etc., and the Allottee/s and their Society shall be solely liable and responsible for its consequences including payment of fine, penalty etc., which may be imposed by the competent authority.

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

All legal costs, charges and expenses, including professional costs of the Advocate/s of the Promoter in connection with formation of the said Society and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of the said land, along with the structure standing thereon are included in the consideration of the said Apartment. At the time of registration of conveyance of the said land along with the wing/s thereon, the Allottee/s shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable by the said Society on such conveyance or any document or instrument of transfer in respect of the said land and wing thereon in favour of the Society.

19. THE PROMOTER RELYING UPON THE AVAILABLE RECORD AND DOCUMENTS HEREBY REPRESENTS AND WARRANTS TO THE ALLOTTEE/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. The Promoter has the requisite rights to carry out development upon the said land and has actual, physical and legal possession of the said land for the implementation of the Project.
- ii. The Promoter has lawful right and requisite approvals from the competent authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project.
- iii. There are no encumbrances on the said building.
- iv. There is no litigation pending before any Court of law with respect to the said land.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the said project, said land and said 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 wing thereon shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said land, wing and common areas.
- vi. The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected.
- vii. The Promoter 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 land, including the project and the said Apartment, which will, in any manner, affect the rights of Allottee/s under this Agreement.

- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from allotting the said Apartment to the Allottee/s in the manner contemplated in this Agreement.
- ix. At the time of execution of the Conveyance of the structures to the Society of the Allottee/s, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the said Society of the Allottee/s.
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities.
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the project land) has been received or served upon the Promoter in respect of the said land and/or the project except those disclosed in the title report.
- xii. All the ground level amenities, facilities and common areas developed by the Promoter shall be used, enjoyed and maintained by all the residents of the said entire project including residents of C & D wing.

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

- i. To maintain the said Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the wing in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the wing in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the wing in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or

any other structure of the wing in which the Apartment is situated, including entrances of the wing in which the Apartment is situated and in case any damage is caused to the wing in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

iii. To carry out at his / her / their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the wing in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor affix grill outside the window to affect, disturb, change or make any alteration in the elevation of the wing and outside colour scheme of the wing in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the wing in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Apartment without the prior written permission of the Promoters and/or the prospective Society.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the wing in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the wing in which the Apartment is situated.

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

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are / shall be imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the

Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.

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

x. The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said wings and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions lay down by the Society regarding the occupancy and use of the Apartment in the wing and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

xi. Till the end of defect liability, the Allottee/s shall permit the Promoter and his surveyor/s and agent/s, with or without workmen and others, along with the material, at all reasonable times, to enter into and upon the said wing or any part thereof to view and examine the state and condition thereof and to rectification of work or otherwise. He / She / They shall not cause any hindrance, obstruction / objection to the movement of men and machineries required for the same.

xii. To bear and pay all the taxes, cesses, levies in respect of the said Apartment and the said Project to the Pimpri Chinchwad Municipal Corporation or any other Local Body / Government from the date of obtaining Occupation Certificate / Completion Certificate.

xiii. The Allottee/s and/or the Society, at their own cost and expenses, shall sign and execute all the Annual Maintenance Contracts with the vendors of all the equipment's, machineries etc., lying in the said project and renew them from time to time.

xiv. The Allottee/s undertake/s that if any Certificate, Order, No Objection etc. is required to be produced by the Allottee/s under any law and rules in force in any time, the same shall be produced by the Allottee/s within the stipulated time.

21. **ACCOUNT:**

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit towards the outgoings and shall utilize the amounts only for the purposes for which they have been received.

22. **CLAIM OF THE ALLOTTEE/S:**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartments and wing or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him / her / them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the wing is transferred to the Society and/or other body and until the said land is transferred to the Society and the Allottee/s therein as hereinbefore mentioned.

23. **PROMOTER SHALL NOT CREATE CHARGE ON THE APARTMENT:**

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

If the Allottee/s desire/s to obtain loan to acquire the said Apartment, then the Allottee/s shall inform in writing to the Promoter as to the details of such loan amount, name of the financial institute/bank and handover the sanction letter to the Promoter and thereafter the Promoter shall issue required no objection certificate, along with copies of necessary documents to the Allottee/s, provided that the encumbrance of such loan amount and interest etc., thereon shall be limited to the said Apartment and Allottee/s alone shall be liable to repay the same.

After Promoter executes this Agreement they shall not mortgage or charge on the Said Apartment and in case of mortgage or charge made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest the Allottee/s who has/have agreed to acquire the said Apartment in pursuance of this Agreement.

24. **SPECIAL COVENANTS :-**

The Promoter shall initiate proceedings of formation of an integrated Society of all the Apartments in the said project. All the Apartments coming under this project are legally bound to share all Services such as, DG sets, all Green / Open Area provided collectively for the project and any other facility given / provided.

The Club House, DG area, STP area shall be accessible to all the Apartment holders. The Allottee/s, their proposed Society shall not obstruct the other unit / Apartment holders from using the same in any manner.

It is further made clear that all the members of the said project shall share the maintenance cost of the same to avoid future conflicts between them. The Allottee/s herein further declares that he/she/they shall co-operate all the Society members regarding the common use of the same and shall not raise any sort of objection against the Promoters for any reason whatsoever. However, maintenance of the same shall be made by the Allottee/s and members of the proposed Society at his / her/ their own cost and expenses since beginning. The Promoters herein shall co-operate the Allottee/s and / or proposed Society to cure / resolve the issues regarding the said DG set and any other facility given / provided by the Authority / Promoter.

The Promoter is spending huge amount for providing high quality specifications in the said Apartment and in the wings, which are constructing on the said land. The Allottee/s and/or his/her/their unauthorized persons / any agency shall not disturb the same under any circumstances and have the safety measures. The Allottee/s is/are advised not to make any changes with all these specifications and amenities of the project, due to which the guarantee/warranty may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load, neither Allottee/s nor occupier of the said Apartment or any person on behalf of him/her/them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or any structural changes or any manner increase the electrical load in the said Apartment.

The Promoter specifically informed to the Allottee/s that, any buyer of any Apartment in the wing shall and will not entitled to chisel any external walls and have any additional openings in any manner for any purpose and further shall install cooling equipment's if required at the designated places provided for the same. The Allottees/s undertake/s to abide this condition and if any owner or occupier of any Apartment in the wings committed breach of this condition then, the Promoters as well as proposed Society shall have absolute right and authority to close such openings, if any and recover the cost incurred for the same with interest from the such owner and occupier of the tenement/apartment.

The parties hereto are well aware that, for the said project there will be electrical supply from Maharashtra State Electricity Distribution Company Limited, considering this aspect if there is any short fall of electricity for the occupants in the project, it will always be the responsibility of the occupants to make alternate arrangement for additional electricity supply at their own cost and expenses and the Promoter shall not be responsible for the same in any manner.

The Allottee/s shall install his/her/their signage at the place given by the Promoters. The Allottee/s shall not install any signage on the facade of the wings under any circumstances. The Allottee/s shall be permitted to place his/her/their AC unit/s, TV dish Antenna (outdoor) etc., only on the designated places by the Promoter and ensure that the elevation of the said wings is not hampered in any manner.

Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing his right/s or the terms and conditions of this Agreement or any forbearance or giving time to the Allottee/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.

The Promoter has not undertaken any responsibility nor has they agreed anything with the Allottee/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, other than the terms and conditions expressly provided under this Agreement.

25. **ENTIRE AGREEMENT:**

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

26. **RIGHT TO AMEND:**

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

27. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S AND/OR SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes. However, in case of assignment of rights of purchaser herein, the purchaser shall obtain written consent from the promoter and unless purchaser has paid all the amount due and payable to the promoter under this agreement, the purchaser shall not be entitled for the said consent.

28. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

29. **FURTHER ASSURANCES:**

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

30. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s. After the Agreement is duly executed by the Allottee/s and the Promoter, the same shall be registered at the office of concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

31. **PLACE OF REGISTRATION:**

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

32. **SERVICE OF NOTICES:**

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

The Allottee/s:

MR. HARALE AKSHAY S

E-mail ID : akshayharale007@gmail.com

**Residing at : B-705, Nirman Aura, SN-2/5/1/4, Nr Podar International School,
Nr Indu Lawns, Ambegaon Bk (part) (n.v.), Pune, Maharashtra – 411046**

The Promoter/ Land Owners:

M/S. NIRMAN SQUARE LLP,

Having Office at: Amar Business Zone,

B wing, office no-902, S. no. 87/1A &

87(Part) Baner, Pune- 411045.

E-mail ID: astoriaroyalsales@gmail.com

It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post, failing which all communications and letters posted at

the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

33. **JOINT ALLOTTEES:**

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

34. **EXPENSES:**

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

35. **DISPUTE RESOLUTION:**

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

36. **GOVERNING LAW:**

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

37. **STAMP DUTY AND REGISTRATION FEES OF THE SAID APARTMENT:-**

This agreement is executed by the parties hereto under the provisions of Real Estate (Regulation and Development) Act, 2016 and Maharashtra Ownership Flats Act, 1963 and the stamp duty for this transaction is paid as per the Bombay Stamp Act, 1958, Schedule-1, Article 25 (d).

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

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

38. **DECLARATION:**

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

SCHEDULE- I
(Said land)

All that piece and parcel of the land bearing Survey No. 67 admeasuring 01 Hectare 57 Are, assessed at Rs. 3.75, lying being and situated at revenue village - Ravet, Taluka: Haveli, District: Pune, within the local limits of PimpriChinchwad Municipal Corporation and within the jurisdiction of Sub Registrars, Haveli, (Pune) and is bounded as follows: -

On or towards the East : By Survey No. 68
On or towards the South : B.R.T.S Road
On or towards the West : By Survey No. 66
On or towards the North : By 18 mtrs wide D.P. road and thereafter S. No. 72

Together with all easementary rights, title and interest attached thereto.

SCHEDULE – II
(Description of the said Apartment)

Building No.	A
Apartment No.	A - 1606
Floor	16th Floor
Carpet area of Apartment	89.24 sq.mt
Area under enclosed Balcony	6.10 sq.mt
Area of open Balcony	7.90 sq.mt
Area under dry Balcony	3.26 sq. mt
Exclusive Right to Use	One Covered Car Parking

Situated in the project known and styled as ‘ASTORIA ROYALS’ and RERA project Name as ‘ASTORIA ROYALS A WING’ constructing / to be constructed on the project land mentioned in Schedule.

SCHEDULE – III

(Internal specification of the said Apartment)

DOORS/WINDOWS

- Both Side Laminated Main Door with Digital Lock
- Both Side Laminated Doors for All Washrooms
- 3-track Aluminium Windows with Mosquito Mesh
- Toughened Glass Railings for Attached Terraces in all the Apartments
- Designer Laminated Flush Doors in All Rooms
- Big Size Windows in Bedrooms
- 3-track Aluminium Sliding Doors with Mosquito Mesh in the Living Room Terrace
- 3-track Aluminium Sliding Doors/French Door in Bedroom Terrace

KITCHEN

- Kitchen Platform with Acrylic Sink
- Granite Platform in Dry Balcony and SS Sink in Dry Balcony
- Semi-modular Kitchen Unit
- Piped Gas Line Connection
- Designer Wall Tiles
- Provision for Water Purifier
- Provision for Exhaust Fan
- Independent Supply System for Drinking Water in Kitchen

ELECTRICAL

- Premium Quality Electrical Switches
- Fire Resistant Concealed Wiring
- AC Point in Living & All Bedrooms
- TV Point in Living & All Bedrooms
- Branded Switches Like Legrand/Anchor/GM/Great White etc.
- Provision for Inverter
- MCB & RCCB Protection
- Electric Plug Point in Living & Master Balcony

WASHROOM

- Washroom CP Fittings of Jaquar/Grohe/Kohler or Equivalent Make
- Washroom Sanitary Fittings from American Standard/Jaquar/Grohe or Equivalent Brand
- Anti-skid Tiles
- Provision for Exhaust Fan

- False Ceiling in Washrooms
- Huge Granite Platform in Bathrooms

TILINGS

- Italian-finish Vitrified Flooring in the Entire Flat
- Wooden-finish Anti-Skid Tiles in the Sit-out Area
- Anti-skid Vitrified Tiles for Dry Balcony

PAINTING

- Gypsum/POP Finished Walls
- Textured Finish for the Exterior of the Building
- OBD/Plastic Emulsion on Internal Walls & Ceiling

SCHEDULE – IV

AMENITIES

- Toddlers' Play Area with Rubber Flooring
- Multipurpose Court
- Crèche Area
- Flower Garden
- Multipurpose Club Hall
- Water Feature
- Jogging Track
- 2 Level Clubhouse
- Temperature Controlled Swimming Pool
- Party Lawn
- Gymnasium
- Amphitheatre Seating
- Skywalk
- Event Stage Area
- Pergola
- Star Gazing Deck
- Open Air Yoga & Meditation Area
- Art Room
- Music Room
- Gym Area
- Yoga or Zumba Area
- Co-working Space
- Library Area
- Sunset Deck and Gazebo Area
- Hammock Zone
- Toddlers' Library and Games

- Guests Room
- Boom Barrier at Entrance Gate
- CCTV for Campus and Entrance Lobby
- CCTV Surveillance for Crèche & Kids' Play Area
- Fire Fighting Systems
- Video Door Phone in All Apartments
- Gas Leak Detection Sensors in Kitchen
- Sprinkler System in Every Apartment
- Smoke Detectors in Every Apartment
- High-speed Elevators of Schindler/Otis/Johnson or Equivalent Make
- Earthquake Resistant Structure
- Rainwater Harvesting & Sewage Treatment Plant (STP)
- Organic Waste Converter ·
- Provision for Wi-Fi in the Apartments

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

**SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED PROMOTER,**



M/S. NIRMAN SQUARE LLP
Through its Partner,
MR. SANDEEP SHRIKRISHNA GOYAL
(PARTY OF THE FIRST PART)

**SIGNED SEALED AND DELIVERED BY
THE WITHINNAMED ALLOTTE/S,**

1. MR. HARALE AKSHAY S

3. MS. WATEGAONKAR PRANALI UDAY (Before Marriage) Alias

MRS. PRANALI AKSHAY HARALE (After Marriage)
(PARTY OF THE SECOND PART)

IN PRESENCE OF THE WITNESSES:-

1. Signature: _____
Name : _____
Address : _____
2. Signature : _____
Name : _____
Address : _____

ANNEXURE-A
(Copy of RERA Certificate)

ANNEXURE – B
(Copy of Commencement Certificate)

ANNEXURE - C
(Copy of Typical Floor Plan of the Apartment)

ANNEXURE - D
(Copy of Index – II of Sale Deed)

ANNEXURE – E
(Declaration)