K dutta

PARANJAPE SCHEMES

PSC-PACIFIC

'PSC House', Anand Colony,
Dr. Ketkar Road, Erandawane,
Pune - 411 004. Tel.: +91 20 3939 4949
Fax : +91 20 2546 0986 www.pscl.in

ALLOTMENT LETTER

To, Date:_____

1) _____,
Residing at:_____,

2) _____,
Residing at:_____.

Subject : Allotment of apartment

Reference : Your application dated _____, for allotment of apartment.

Sir/ Madam,

You have submitted your above referred application (said "**APPLICATION**") to us for allotment of an apartment as detailed below (said "**APARTMENT**"):

Particulars	**Details**	
Name of the Project	Athashri Xion	
Address of the project	Survey No.16/B2, Hinjawadi, Tal. Mulshi, Dist. Pune: 411057, Maharashtra.	
Apartment No.		
Parking		
Area of Apartment		Area in Square Meters
	Carpet Area	
	Enclosed Balcony	
	Cupboard Area	
	Dry Balcony / Dry Ledge / Dry Terrace	
	Sitout	
	Terrace	

Site Address:- 'XION', Sr.No. 17/18, Wakad-Hinjewadi Road, Near Tulja Bhavani Mandir, Hinjewadi, Pune - 411 057. Tel.: +91 - 20 - 2293 4946

	Courtyard	
	Architects Projection	

After receiving the said Application we have given you disclosures of various documents/ information in respect of the land on which the abovesaid project being/ is developed and in respect of the said Apartment, as envisaged under The Real Estate (Regulation and Development) Act, 2016. Further, we have handed over to you a CD containing these documents and information.

By this Allotment Letter you are hereby allotted the said Apartment subject to the terms and conditions mentioned herein below:

(1) The cost details in respect of the said Apartment shall be as tabulated hereunder:

Sr. No.	Details	Amount in rupees
1	Price consideration of the said Apartment including parking space and proportionate price of the common area and facilities appurtenant to the said Apartment	Rs._____/-
2	Applicable Service Tax /GST	Rs._____/-
3	Other Applicable Tax/VAT	Rs._____/-
4	Stamp duty (including LBT, if applicable) in respect of the abovesaid price consideration	Rs._____/-
5	Registration fee	Rs._____/-
6	Maintenance cost for first 12 months and or Maintenance Deposit.	
	TOTAL	**Rs._____/-**

We have received from you an amount of Rs._____/- (Rupees _____ only) by a cheque dated _____, for Rs. _____, bearing No. _____, drawn on _____ Bank, branch _____, towards advance payment (said "**ADVANCE PAYMENT**") and we have issued you a receipt in that regard.

(2) The balance amount shall be paid by you to us as per payment schedule that will be mentioned in the agreement for sale in respect of the said Apartment (said "**AGREEMENT**").

(3) You should deduct TDS as per prevailing Income Tax Rules and pay the same to concerned authority.

Other Terms and conditions of allotment of the said apartment

1. The amounts of stamp duty, registration fees, Service Tax, GST, TDS and VAT are subject to change depending on government policy. You shall pay the amounts towards stamp duty, registration fee, VAT prior to registration of the said Agreement as and when demanded by us. You shall pay the applicable service tax/GST on each of the installment payable to us; and shall pay TDS if applicable of your own and give us certificate in that regard.

2. We have handed over to you a copy of "User Manual" in respect of use *inter alia* of the said Apartment, fixtures and fitting of the said Apartment and common facilities and amenities or common area of the abovesaid Project; and you shall be following instructions of the said User Manual strictly.

3. Within a period of 30 (thirty) days from today you shall make yourself available for execution and registration of the said Agreement, failing which we shall be entitled to cancel allotment of the said Apartment to you by cancelling this Allotment Letter by giving written notice (by e-mail) of 15 (fifteen) days. If you fail to execute and register the said Agreement within the said notice period of 15 (fifteen) days, this Allotment Letter shall stand cancelled automatically without further notice.

4. If you intend to cancel allotment of the said Apartment to you, you shall submit to us "Application for Cancellation of Allotment" in our prescribed format alongwith original copies of receipt/s issued by us. In case the original receipts have been lost by you, you shall submit to us a duly notarised affidavit-cum-indemnity in our prescribed format at your own cost.

5. In case of cancellation of allotment of the said Apartment to you either on our part or on your part, as detailed above, we shall be entitled to deduct an amount of Rs.1,00,000/- (Rupees one lakh only) from the abovesaid Advance Payment. It is hereby clarified that it shall be your sole responsibility to avail refund of the amounts paid by you or on your behalf to the government authorities *inter alia* towards

stamp duty, registration fee, service tax, VAT, GST or any other taxes paid by you in this regard. We will refund the balance of the same (*i.e. excluding the abovesaid amount of Rs.1,00,000/- and the abovesaid taxes*) to you without any interest thereon (said "**REFUND AMOUNT**").

6. If there are more than one Allottee, the cheque of the said Refund Amount shall be drawn in favour of the person from whose account we have received the same.

7. Once the allotment of the said Apartment to you is cancelled as above, you shall cease to have any claim on the said Apartment and we shall be entitled to dispose of the same at our own discretion.

Thanks and regards,

For _____

0-0-0-0-0

Acceptance of allotment of the said Apartment

I/ We hereby acknowledge to have checked the said Disclosures and have received a CD containing the abovesaid documents and information. We also have received a copy of abovesaid User Manual.

We have read and understood the abovesaid Allotment Letter and we hereby accept the allotment of the said Apartment from you subject to abovesaid terms and conditions.

Thanks and regards,

(Name and signature of the Allottee No.1)

(Name and signature of the Allottee No.2)

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

AGREEMENT FOR SALE

This Agreement for Sale is executed here at _____ , on this _____ day of _____ month of the year _____,

BETWEEN

M/S. PSC PACIFIC, (PAN.AAJFP4544R) a Partnership Firm duly registered under Indian Partnership Act 1932 having its registered office at PSC House, CTS No. 111+111/2, Anand Colony, off Prabhat Road, Erandwane Pune: 411 004 through its Authorised Signatory _____, Age :- Adult, Occupation – _____, residing at _____ _____,

…hereinafter called as the "**PROMOTER**", which expression shall unless it be repugnant to the context or meaning thereof mean and include its present and future partners, their respective heirs, executors, administrators, successors and assigns, …of the First Part,

AND

(1) Mr./Mrs._____

Age :- _____Years, Occupation :- _____,

PAN NO. _____

(2) Mr./Mrs._____

Age :- _____Years, Occupation :- _____,

PAN NO. _____

(3) Mr./Mrs._____

Age :- _____Years, Occupation :- _____,

PAN NO. _____

(4) Mr./Mrs._____

Age :- _____Years, Occupation :- _____,

PAN NO. _____

Residing at _____

_____

…hereinafter collectively referred to as "**ALLOTTEE/S**" and individually referred to as "First, Second, Third, Fourth Allottee" respectively, which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their respective heirs, executors, administrators and assigns, …of the Second Part,

AND

ATHASHRI HOMES PVT. LTD. a company incorporated under the Companies Act, 1956, having registered office at PSC House, CTS No. 111+111/2, Anand Colony, Off Prabhat Road, Pune: 411 004; through its duly Authorised Signatory _____ _____, Age :- Adult, Occupation :- residing at_____.

…hereinafter referred to as "**THE MANAGEMENT COMPANY**" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-title as also nominees and/or assignees) …of the Third Part.

W H E R E A S: -

a. All that piece and parcel of the land admeasuring 33051.02 Sq. Mtrs. i.e. "Hectare 03.30.5102 Are" situated at village Hinjawadi, taluka Mulshi, district Pune, (said "**ENTIRE PROPERTY**") and as tabulated below is owned by the Promoter herein as absolute owner thereof: -

Survey No.	Total Area As per 7/12 (In Sq.Mtrs.)	Area acquired (In Sq.Mtrs.)
15/5 **Property No.1**	1800	1800
15/6 **Property No.2**	1800	1800
15/7 & 15/8 **Property No.3**	3200	3156
16 **Property No.4**	2900	1692
17/1 **Property No.5**	9150	8833.36
17/3 **Property No.6**	2800	1669.66
17/2/2 **Property No.7**	2700	2600
17/2/1 **Property No.8**	4500	4400
18/1 **Property No.9-A**	3100	3100
18/2 **Property No.9-B**	4000	4000
	35950 i.e. "Hectare 03. 59.50 Are"	**33051.02 i.e. "Hectare 03.30.5102 Are"**

b. The Promoter purchased the said Entire Property from its erstwhile owners by four different sale deeds duly registered in the office of Sub Registrar, Mulshi (2) as tabulated below :-

Sr. No.	Document	Survey No.	Area (in sq. Mtrs.)	Date of execution	Registration details
1.	Sale Deed	Survey No. 18/1	3100.00	24.09.2010	Sr.No. 5503/2010,

		Survey No. 18/2	4000.00		registered on 24.09.2010
2.	Sale Deed	Survey No. 15/5	1800.00	13.03.2012	Sr.No. 1200/2012, registered on 13.03.2012
		Survey No. 15/6	1800.00		
		Out of Survey No. 15/7 and 15/8	1608.00		
		Out of Survey No. 16	1692.00		
		Out of Survey No. 17/1	8833.36		
		Out of Survey No.17/2/2	2600.00		
		Out of Survey No. 17/3	1669.66		
3.	Sale Deed	Out of Survey No. 15/7 and 15/8	1548.00	13.03.2012	Sr.No. 1201/2012, registered on 13.03.2012
4.	Sale Deed	Out of Survey No.17/2/1	4400.00	13.03.2012	Sr.No. 1202/2012, registered on 13.03.2012
		Total Area :-	**33051.02**		

c. By virtue of the aforesaid sale deeds the Promoter herein alone, is in possession of the said Entire Property and the Promoter is entitled to develop the said Entire Property, to construct the building comprising of Apartments therein; and the Promoter alone has the sole and exclusive right to sell the apartments in the building to allottees; to enter into agreements with the allottees and to receive the sale price in respect thereof;

d. As per the various N.A. Orders listed hereunder the Promoter revised the layout and building plans in respect of the said Entire Property from time to time and obtained permissions for non-agricultural use of the said Entire Property, which N.A. Orders have been tabulated below and annexed herewith as **ANNEXURE-A**;

Sr. No.	Date	bearing No.
1.	14.05.2008	PMA/NA/SR/340/07
2.	13.12.2012	PMA/NA/SR/425/10
3.	06.01.2015	PMN/FSI/ADTP/108/13
4.	07.05.2015	PMA/NA/SR/532/14

e. As per the aforesaid sanctioned layout/s portion admeasuring 2729.81 Sq. Mtrs. was affected by R.P. Road and portion admeasuring 3100.37 Sq. Mtrs. was affected by internal road which totally admeasure 5830.18 Sq. Mtrs. have been handed over to the Revenue Department of State Government by Deed of Transfer/ Conveyance dated 15.01.2014 registered at the office of Sub Registrar, Mulshi-2 at serial No.391/2014 thereby reducing the area of Entire Property to 27219.82 Sq. Mtrs. more particularly described in the **SCHEDULE-I** written hereunder; and accordingly, the term "Entire Property" shall be deemed and construed as property admeasuring 27219.82 Sq. Mtrs., wherever context so permits;

f. Subsequently aforesaid entire area mentioned in the recital (a) above admeasuring 35950 Sq. Mtrs. was amalgamated and subdivided as per Order dated 12/12/2012, bearing No. PMA/NA/SR/425/10, passed by Hon'ble Collector of Pune and separate 7/12 extracts bearing new Survey numbers were prepared as tabulated below:

Sr. No.	New Survey No.	Total Area of 7/12 ext. (in Sq.Mtrs.)	Areas forming part of Entire Property (in sq. Mtrs.)
1	16/B1	21664.76	19408.20
2	16/B2	4953.04	4953.04
3	16/B3	725.46	725.46
4	16/B4	2133.12	2133.12
5	16/B5	443.44	
6	16/B6	6030.18	
TOTAL		**35950.00**	**27219.82**

g. the orders as tabulated below were passed by the concerned authorities under Urban Land (Ceiling and Regulation) Act, 1976 :-

Survey No.	ULC Case No.	Date
15/5	1963-SA	07.07.2006
15/6	1325-A	10.07.2006
15/7 & 15/8	1864-SA	Date not visible
16	519-CH	29.10.2005
17/1	2150-KA	16.03.1999
17/2/2	353/W/06	08.11.2006
17/3	2604-K	17.07.2006
17/2/1	***	Date not visible
18/1 & 18/2	1864-SA	Date not visible

and the properties were released from the provisions of the ULC Act,

***So far as property bearing Survey No.17/2/1, Hinjawadi is concerned the Promoter had submitted returns u/s 6(1) of the Urban Land Ceiling Act, 1976 r/w. section 15 of the said Act. But the ULC Authorities had not initiated any proceeding in respect of the properties and subsequently the Act was repealed. Hence the provisions of ULC Act are not applicable in respect of Survey No.17/2/1, Hinjawadi. So also Survey No.17/2/1 is not in the list of sec. 10, 20, 21 of the Act and on that count also the provisions of the Act are not applicable to them;

h. The Promoter, after having obtained necessary permissions from various departments of government, semi-government, local bodies et cetera including environmental permission from Central Government, is developing commercial and residential project viz. "**XION**" comprising of number of commercial buildings *inter alia* a star rated hotel, shops, multiplex and a residential project et cetera (hereinafter referred to as said **"ENTIRE PROJECT"**) on the said Entire Property as can be seen on the Plan annexed herewith as **ANNEXURE – B**;

i. As per the aforestated N.A. permission /order bearing No. PMA/NA/SR/532/2014, dated 07.05.2015, the Collector, Revenue Branch, Pune, sanctioned the revised layout for residential commercial purpose and granted permission for construction of residential houses for senior citizens on the amenity space area admeasuring 4953.04 Sq.Mtrs. carved out of the said Entire Property. The layout Plan of amenity space is annexed herewith and the same is a part of Annexure-B;

j. As a part of the said Entire Project, the Promoter is constructing residential scheme of building (hereinafter referred to as said

"BUILDING") on the land admeasuring 3714.78 Sq. Mtrs. (hereinafter referred to as said **"PROPERTY"**) carved out of the amenity space of the said Entire Property and shown on the Layout Plan and more particularly described in the **SCHEDULE - II** written hereunder. The ownership scheme of the said residential building, club house, et cetera to be developed on the said Property has been designed by taking into account the specific requirements as well as peculiar physical needs of the senior citizens, viz. the persons above the age of 55 years and shall hereinafter be referred to as the "**ATHASHRI XION - HINJAWADI**" (hereinafter referred to as said **"PROJECT"**). The Promoter has provided two levels parking in the building of the said Project. Out of the said two levels parking, ground level parking will be retained by the Promoter and upper parking will be kept for the exclusive use for the Allottees participating in this said Project.

k. The copy of extract of Village Form No. VII/VIIA/XII in respect of the said Property and Title Certificate /Report (showing the title flow and encumbrances if any, to or upon the said Entire Property /said Property) in respect of the said Property /Entire Property issued by an advocate competent to issue the same has been annexed herewith, as **ANNEXURE -C** and **ANNEXURE -D** respectively. Search Report and Title Opinion has been handed over separately to the Allottee/s herein and the same shall be read with this Agreement;

l. While sanctioning the plans for development of the said Property and the said Entire Property, concerned local authority and/or Government imposed certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Property /said Entire Property and the construction of building/s thereon and upon due observance and performance of which only the Completion and Occupation certificate/s in respect of the said Project /Entire Project shall be granted by the Planning Authority;

m. The Promoter entered into a standard agreement with **"Sandeep Hardikar & Associates"** an architect registered with the council of architects and such agreement is as per the agreement prescribed by the council of architects. The Promoter also appointed structural engineers for the preparation of the structural design and drawings of the building to be constructed on the said Property and the Promoter accepts the professional supervision of the architect and the structural engineer till the completion of the said Building;

n. The Promoter has at the time of allotment and prior to the execution hereof, as demanded by the Allottee/s given inspection to the Allottee/s of all documents of title relating to the said Property /Entire Property and the plans, designs and specifications prepared by the Promoter's Architect, 'User Manual' prepared by the Promoter; copies of documents inter alia such as all sanctions, permissions, licenses, clearances et cetera issued in favour of the Promoter by various local/ government/ semi government bodies; right of the Promoter to develop the said Property /Entire Property, and all other related documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder (said **"ACT"**) and the Allottee/s has satisfied himself about the plans, designs and the specifications of said Apartment, title of the Promoter and the rights to develop the said Entire Property including the said Property and to allot and sell the said Apartment;

o. The Promoter clarified to the Allottee/s that the said Project has been designed by taking into account the specific requirements as well as the peculiar physical needs of senior citizens, viz. the persons above the age of 55 years; and the Allottee/s are further aware that the very purpose of the said Project is to provide residence for such senior citizens;

p. The Promoter also clarified to the Allottee/s that the said Project is being specially designed to cater the needs of the senior citizens as aforesaid. The Promoter shall arrange to provide through the Management Company or any other legal entity as may be nominated by the Promoter at their sole discretion, upon completion of the said Project, various services and common amenities and facilities;

q. The Allottee/s having satisfied with the sanctioned plan, floor plan, specifications, designs, areas, location of the said Project, amenities, common areas, services, title documents, sanctions, user manual, applied for allotment of residential Apartment bearing No. _____ of _____ type, admeasuring _____ Sq.Mtrs. carpet area, along with enclosed balcony area admeasuring _____ Sq.Mtrs., sit-out area admeasuring _____ Sq.Mtrs., cupboard area admeasuring _____ Sq.Mtrs., dry balcony area admeasuring

_____ Sq.Mtrs. and attached terrace area admeasuring _____ Sq.Mtrs., of the _____ Floor _____Level of _____Wing _____ Building and together with the _____ covered parking space/s bearing No/s. _____ of the said Building of **'ATHASHRI XION'** Project to be constructed/ being constructed on the said Property more particularly described in the **ANNEXURE-E** annexed herewith, delineated in Red in the floor plan which is also part of the said Annexure –E, which Apartment is hereinafter referred to as the said "**APARTMENT**", with general specifications more particularly described in the **ANNEXURE-F** annexed herewith. For the sake of convenience of registration, a smaller image of relevant floor plan of the said Building sanctioned by planning authority is annexed**.** A certified copy of the sanctioned plan is separately provided to the Allottee/s. The list of services agreed to be provided by the Promoter through the Management Company or any other legal entity to the Allottee/s is annexed and marked as **ANNEXURE-G.** The list of common amenities and facilities agreed to be provided to the said Project by the Promoter is annexed and marked as **ANNEXURE-H**;

r. Relying upon the said application the Promoter agreed to allot to the Allottee/s herein the said Apartment at the price and on the terms and conditions hereinafter appearing and the Promoter issued to the Allottee/s an "Allotment Letter" dated _____ to that effect;

s. Prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs..... (Rupees ..... only) (not exceeding 10% of the total consideration) as advance payment in compliance with clause 13(1) of the said Act), being part payment of the sale price /consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or earnest money deposit, or holding amount or application fee (the payment and receipt whereof the Promoter both hereby admit and

acknowledge) and the Allottee/s agreed to pay to the Promoter the balance of the sale price /consideration in the manner hereinafter appearing;

t. Upon the Allottee/s so making an application, the Promoter and the Management Company interviewed the Allottee/s in which process the Allottee/s represented and assured the Promoter and the Management Company that the Allottee/s is aware about the concept of the senior citizens housing Project and is ready to participate in the Project and follow the rules and regulations of the Management Company and the condominium or co-operative housing society to be formed of the Apartment Allottees participating in the said Project (hereinafter referred to as "**Body of Apartment Allottees**");

u. The Promoter and the Management Company thereupon being satisfied in this behalf agreed to allot to the Allottee/s the said Apartment at the price and on other terms and conditions hereinafter appearing;

v. The Promoter further informs the Allottee/s herein that, the Promoter has completed the construction of commercial projects on the said Entire Property viz. 'Mall-Multiplex Building', 'Anchor Block Building' and a Star rated Hotel Building. The Promoter has submitted the 'Mall-Multiplex Building', 'Anchor Block Building' and their respective lands U/s. 2 of the Maharashtra Apartment Ownership Act, 1970 by executing and registering Deed of Declaration and formed thereat condominiums of Xion Apartments (Anchor Block Building) and Xion Apartments (Mall-Multiplex Building). The condominiums are functioning;

w. The Allottee/s having satisfied with the specifications of the said Apartment and with the above said title documents and sanctions inspected by him, agreed to purchase the said Apartment from the Promoter and the Promoter agreed to allot the same to the Allottee/s for and at the price hereinafter mentioned,

x. The Promoter has registered the said Project under the provisions of the said Act with the Real Estate Regulatory Authority on _____ bearing Registration No._____; the authenticated copy of the same is annexed hereto and marked as **ANNEXURE-I**;

y. Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/s, being in fact these presents and to register the said Agreement under the Registration Act, 1908;

z. 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 agrees to sell and the Allottee/s hereby agrees to purchase the said Apartment and the parties hereto therefore have executed this Agreement for sale to witness the terms and conditions thereof and in compliance with Section No.13 of the said Act, as under :-

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

1) The Promoter shall construct the said Building consisting of a basement parking, ground parking and eight upper floors on the said Property in accordance with the plans, designs and specifications as approved by the Planning Authority from time to time.

2) The Promoter does hereby agree to sell, transfer and otherwise convey in the manner hereinafter mentioned, the said Apartment bearing No. _____ of _____ type, admeasuring _____ Sq. Mtrs. carpet area along with enclosed balcony area admeasuring _____ Sq. Mtrs., sit-out area admeasuring _____ Sq.Mtrs., cupboard area admeasuring _____ Sq.Mtrs., dry balcony area admeasuring _____ Sq.Mtrs. and attached terrace area admeasuring _____ Sq. Mtrs., of the _____ Floor _____Level of _____ Wing, _____ Building and together with the _____ covered parking space/s bearing No/s. _____ of said Building of proposed '**ATHASHRI XION'** Project to be constructed / being constructed / constructed on the said Property

unto and in favour of the Allottee/s herein, subject to the terms and conditions hereof and the Allottee/s do hereby agrees to purchase the same from the Promoter for and at the consideration of Rs. _____/- (Rs. _____ _____), including the proportionate price of the common areas and facilities appurtenant to the Premises, and Rs. _____/- (_____ _____ __) towards the consideration of the _____Car parking space/s bearing No/s. _____ being total consideration of Rs. _____/- (_____ _____), paid / to be paid in the manner provided in the clause No. 4 hereof.

3) The above said total consideration excludes Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST (Goods and Services Tax) and Cess or any other similar 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 and the above said total consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. The Promoter may charge the Allottee/s separately for any up-gradation / changes specifically requested or approved by the Allottee/s in fittings, fixtures and specifications and any other facility which have been done on the Allottee/s request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

4) In consideration thereof, the Allottee/s paid and/or agreed to pay the above said total consideration for the purchase of the said Apartment to the Promoter and the Promoter agreed to accept the same from the Allottee/s as per the Payment Schedule annexed hereto as **ANNEXURE- J**.

5) Subject to the terms of this Agreement and the Promoter abiding by the construction mile stones, the Allottee/s shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Schedule through A/c Payee cheque / demand draft only or online payment (as applicable) in favour of "PSC Pacific Escrow Account No. 00070350012028", IFSC Code HDFC0000007, HDFC Bank, Bhandarkar Road Branch, Pune. The Promoter herein on due date / or on reaching aforesaid construction milestone / stage as mentioned in the said Annexure-J shall intimate the amount payable in writing or by digital E-mail to the Allottee/s and the Allottee/s shall make payment of such due amount to the Promoter within seven days from the date of such intimation. The Allottee/s herein specifically agrees that he/she/they shall pay the total consideration along with the service tax, VAT, GST and such other applicable taxes.

6) The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/s as per the aforesaid Annexure - J. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

7) The Promoter shall confirm the final carpet area, enclosed balcony area, sit-out area, cupboard area (if any), dry balcony area, attached terrace area and utility area, that has been allotted to the Allottee/s after the construction of the said Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, enclosed balcony area, sit-out area, cupboard area (if any), dry balcony area, attached terrace area and utility area, subject to a variation cap of three percent. The total price payable for the said Apartment shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area, enclosed balcony area, sit-out area, cupboard area (if any), dry balcony area, attached terrace area and utility area within the defined limit then

Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, enclosed balcony area, sit-out area, cupboard area (if any), dry balcony area, attached terrace area and utility area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause No. 2 of this Agreement.

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

9) Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as specified in the Rules of the said Act, with monthly rests, on all amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal 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 delay by the Promoter. The amount of interest may be informed to the Allottee/s from time to time or on completion of the said Project/Apartment, and the Allottee/s has/have agreed to pay the same as and when demanded before the possession of the said Apartment.

10) Without prejudice to the right of Promoter to charge interest in terms of above mentioned clause, 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 proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen 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 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 fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund the amount till then received from the Allottee/s without any interest thereon within a period of 30 days, by deducting; (i) an amount of Rs. 1,00,000/- (Rupees One Lac Only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Allottee/s, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of Service Tax, VAT, GST, LBT or any other taxes charged by the Promoter to the Allottee/s till the date of such termination and the Promoter herein shall be entitled to deal with the said Apartment with any prospective buyer. Delay in issuance of any reminder/s or notice/s from the Promoter shall not be considered as waiver of Promoter's absolute right to terminate this Agreement.

For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part or on the part of the Promoter, desire to terminate this agreement/ transaction in respect of the said Apartment then, the Allottee/s herein shall issue a prior written notice to the Promoter informing the intention of the Allottee/s to terminate this Agreement and on such receipt of notice the Promoter herein shall be entitled to deal with the said Apartment with prospective buyers. After receipt of such notice of intention to terminate this Agreement the Promoter shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation, the Allottee/s shall be entitled to receive the refund of the amount till then paid by the Allottee/s to the Promoter without any interest thereon within a period of six months, by deducting; (i) an amount of Rs. 1,00,000/- (Rupees One Lac Only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Allottee/s, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of Service Tax, VAT, GST, LBT charged by the Promoter to the Allottee/s till the date of such termination.

It is specifically agreed between the parties hereto that, if the transaction in respect of the said Apartment between the Promoter and Allottee/s herein terminated as stated hereinabove then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said Apartment, shall stands automatically cancelled and either party have no right, title, interest or claim against each other.

11) The Promoter shall have first and permanent lien and charge upon the said Apartment and the right, title and interest of the Allottee/s therein for all moneys due and payable by the Allottee/s to the Promoter under this agreement.

12) The Promoter shall construct on the said Property the said Building in accordance with plans, designs and specifications as seen and approved by the Allottee/s prior to the execution of this agreement and duly approved by the planning authority with such variations and modifications as the Promoter in their absolute authority may consider expedient. 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 Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

13) The Promoter hereby agrees to observe, perform and comply with all terms, conditions, stipulations and restrictions, if any, which have been imposed by the public bodies, various Govt. departments, authorities, including planning authority at the time of sanctioning the building plans or thereafter. The Promoter shall, before handing over possession of the said Apartment to the Allottee/s obtain from the concerned local authority completion / occupation certificate in respect inter alia of the said Apartment. The terms, conditions, stipulations and restrictions imposed by the concerned authorities (including environment) at the time of sanctioning the building plans or thereafter shall also be binding on the Allottee/s herein and all the Allottees of the said Project and the body of apartment allottees, as far as they are applicable to them.

14) The covenants relating to the procedure of possession as agreed by and between the parties to this Agreement are as follows:-

a) The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of this Agreement. Subject to receipt of total consideration and dues of the Promoter and taxes thereon are paid by the Allottee/s in respect of the said Apartment, in terms of these presents, the Promoter, based on the approved plans and specifications, assures to handover possession of the said Apartment on or before Thirty First March Two Thousand Nineteen. Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee/s and the Promoter for giving possession of the Apartment on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration.

   Further if the completion of building in which the Apartment is to be situated is delayed on account of –

   (i) War, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project (**"Force Majeure"**).

   (ii) Extension of time for giving possession as may be permitted by the Regulatory Authority under the said Act for reason where actual work of said Project /building could not be carried by the Promoter as per sanctioned plan due to specific stay or injunction orders relating to the said Project from any Court of Law, or Tribunal, Competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

b) If, however, the completion of the said Project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure

conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee/s the entire amount received by the Promoter from the allotment within 30 days' from that date. After any refund of the money paid to the Allottee/s, Allottee/s agrees that he/she/they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Further the Allottee/s agrees not to raise any objection and agrees to make payment of all installments as per the work progress even if the Promoter completes the said Building substantially earlier than the aforesaid date.

c) The Promoter herein is developing the said Project which consists of various common amenities like landscape garden, swimming pool etc., the construction / development of the said common amenities will be completed in due course along with the completion of said Project. The Promoter, assures to hand over possession of the said common amenities on or before Thirty First March Two Thousand Nineteen. The Allottee/s herein agree and convey that he/she/they shall not be entitled to refuse to take the possession of the said Apartment on the ground of non-completion of aforesaid common amenities.

d) The Allottee/s further agree that even where 'substantial completion' of works has been done and after receiving Occupancy Certificate from the competent authority possession of the said Apartment shall be given. That substantial completion would mean works done that do not affect his use or occupation of his Apartment and he can cohabit in the said Apartment. However if the Promoter is not allowed by the Allottee/s or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the Promoter.

e) The Promoter, upon obtaining the Occupancy Certificate from the Planning Authority shall offer in writing to the Allottee/s intimating that, the said Apartment is ready for use and

occupation. The Allottee/s herein shall inspect the said Apartment in all respects to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the payment of total consideration and dues and taxes thereon to the Promoter as per terms and conditions of this Agreement and take the possession of the said Apartment within 15 days' from the date of written intimation issued by the Promoter to the Allottee/s herein. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agrees to pay the maintenance charges as determined by the Promoter / body of the apartment allottees / association of allottees, as the case may be. It shall be expressly agreed that wherever it is the responsibility of the Allottee/s to apply and get necessary services the same shall not be undertaken by the Promoter and the Allottee/s shall be solely responsible for the same.

f) Upon receiving a written intimation from the Promoter as stated hereinabove, the Allottee/s shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings, possession agreement and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the Allottee/s. In case the Allottee/s fails or commits delay in taking possession of said Apartment within the time provided hereinabove, such Allottee/s shall be liable for payment of common maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Apartment and the Promoter shall not be liable for the maintenance, wear and tear of the said Apartment.

g) After obtaining the occupancy certificate and handing over physical possession of the said Apartment to the Allottee/s, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas, to the association of the Allottee/s or the competent authority, as the case may be, as per the local laws.

h) Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the said Apartment; (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the said Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee/s, in case the Allottee/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with the interest as specified in the Rules of the said Act within 30 days including compensation in the manner as provided under the said Act. Provided that where if the Allottee/s does not intend to withdraw from the said Project, the Promoter shall pay the Allottee/s interest as specified in the Rules of the said Act on all amounts paid by the Allottee/s, for every month of delay, till handing over of the possession of the said Apartment.

15) Time is an essence of this Agreement for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided hereinabove ("Payment Schedule " above for brevity).

16) If within a period as specified in the Rules of said Act, the Allottee/s from the date of handing over the said Apartment or within 15 days from the date of intimation by the Promoter to take the possession of the said Apartment whichever is earlier, brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of services, then wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/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 any alterations of the whatsoever nature in the said Apartment / phase / wing and in specific the structure of the said Apartment / Wing / Phase of the said Building which shall include but not limit to columns, 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. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear 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 Apartment in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Apartment are regularly filled with white cement / epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment / Building / Phase / Wing, and if the annual maintenance contracts are not done / renewed by the Allottee/s the Promoter shall not be responsible for any defects occurring due to the same.

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

That the Allottee/s has been made aware and the allottee expressly agrees that the regular wear and tear of the Apartment / Building / Phase / Wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

Provided further that any deviation in usage /maintenance of the said Apartment in contravention to User Manual shall amount to default on part of the Allottee/s towards proper maintenance of the apartment / building / Phase / Wing and the Allottee/s shall not be entitled to claim any compensation against defect liability from the Promoter.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the Apartment / Phase / Wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. Further the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

Howsoever for the purpose of defect liability on towards the Promoter, the date shall be calculated from the date of handing over possession to the Allottee/s for fit-outs and interior works or within 15 days from the date of intimation of possession of the said Apartment by the Promoter whichever is earlier and that the said liability shall be those responsibilities which are not covered under the maintenance of the said apartment / building / phase / wing as stated in this Agreement. That further it has been agreed by the Allottee/s that any damage or change done within the Apartment sold or in the building / phase / wing done by him/them or by any third person on and behalf of the Allottee/s then the Allottee/s expressly absolves the Promoter from the same.

17) The Promoter hereby represents and warrants to the Allottee/s as follows:

i. The Promoter has clear and marketable title with respect to the said Property as declared in the title certificate /report annexed to this agreement and the Promoter has the requisite rights to carry out development upon the said Property and also has actual, physical and legal possession of the said Property for the implementation of the said Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project;

iii. There are no encumbrances upon the said Property or the said Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the said Property or said Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Property and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project, said Property and said building/wing 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 Property, building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/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 Property, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement; other than the encumbrances mentioned in Title Report.

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance as envisaged herein the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the allottees.

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 said property) has been received or served upon the Promoter in respect of the said Property and/or the Project except those disclosed in the title report.

18) The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenants with the Promoter as follows:-

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

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

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

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the building in which the 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 Property and the building in which the Apartment is situated.

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

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the 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 body of Apartments Allottees 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 building 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 laid down by the body of Apartments Allottees regarding the occupancy and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. The Allottee shall not be entitled to claim possession of the said Apartment until the Occupation / Completion Certificate is received from the local authority and the Allottee/s has paid all dues payable under this Agreement in respect of the said Apartment to the Promoter and has paid the necessary maintenance amount /deposits, service tax, vat and other taxes payable under this Agreement.

xii. Till the conveyance and/or Lease of the said Building and said Property as envisaged herein, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Building and said Property or any part thereof to view and examine the state and condition and to carry out repair and maintenance work thereof.

xiii. That the Allottee/s shall indemnify and keep indemnifying the Promoter against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee/s.

xiv. That any nominated surveyor / architect appointed for specific purposes stated in this covenant the fees of which shall mutually decide by and between the Promoter and the Allottee/s and the same shall be paid by the Allottee/s as agreed mutually.

xv. That nothing herein contained shall construe as entitling the Allottee/s any right on any of the adjoining, neighbouring or the remaining buildings/ common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee/s to the Promoter in this regards.

xvi. That the parking spaces including the mechanical parkings sold to the Allottee/s shall be used only for the purposes of parking and in this regard the Allottee/s shall comply the norms of parking as specified in the said User Manual. This has been clearly made aware to the Allottee/s and same has been agreed by the Allottee/s to follow.

xvii. The Allottee shall follow the instruction of the 'User Manual' given to him before allotting the said Apartment by the Promoter.

19) Taking into account the specific and peculiar nature of the said Athashri Xion Project being developed as "Athashri" meant for residence exclusively of senior citizens above age of 55 years, the Allottee/s further agree, confirm, declare and covenants as under:

i). Although the said Apartment can be owned by, inherited by, gifted to any person/s of any age, the said Apartment shall be occupied principally by senior citizen/s with or without their family-members.

ii). The Management Company shall in consultation with the Body of Apartment Allottees prepare norms to accept a licensee/ lessee in the said Project which norms shall be followed by the Allottee/s strictly. The Allottee/s shall not give on Lease or Leave and License basis the said Apartment without written consent of the Management Company. The Management Company shall be entitled to select the lessee/ licensee and shall be entitled to refuse to give such permission in accordance with the said norms.

iii). The Allottee/s shall specifically mention in the deed of transfer/ sale/ Leave and License / lease et cetera in respect of the said Apartment that all the applicable terms and conditions of this Agreement shall be binding on Licensee/ tenant.

iv). In case of transfer of the said Apartment by way of sale / assignment during the period of the first three years from the date of offering the possession of the said Apartment *("Lock-in period")*, the Allottee/s shall be liable to pay Rs. 25,000/- as transfer fee to the Management Company. In case during the Lock in period, the Allottee/s give the said Apartment on leave and license basis or on rental basis, the Allottee/s shall be liable to pay Rs. 2,000/- as transfer fee to the Management Company before entering into any agreement with the licensee or the tenant. It is absolute discretion of the Management Company to increase the transfer fee after the expiry of the period of the said three years. This condition shall be binding on each such transferee/s and shall be duly incorporated in the document /s evidencing every further transfer/s.

v). In case the Allottee/s give the said Apartment on leave and license / lease / rental basis, the licensee/ lessee of the Allottee/s shall be liable to pay an interest free deposit of Rs. 50,000/- towards any expenses such as hospitalization, medical expenses of the licensee/ lessee that might be incurred in future by the Management Company. The said amount of interest free deposit payable by the Licensee / Lessee shall be subject to the increase at the discretion of the Management Company from time to time.

vi). The Allottee/s shall pay to the Management Company a sum of Rs.4,00,000/- (Rupees Four Lakhs only) within 07 days on demand as interest-free maintenance deposit (said "**DEPOSIT**") to be held by the Management Company. In the event of the rights, title and interests of the Allottee/s in the said Apartment, getting transferred to any third party either by sale, gift and/or otherwise howsoever, such transferee/s of the said rights, title and interests shall be liable to pay the Management Company such amount of interest free maintenance deposit as may then have been fixed by the Management Company and upon receipt of such amount from such transferee/s, the amount of deposit thus kept by the Allottee/s shall be refunded to the Allottee/s herein.

vii). The amount of the said Deposit shall either be deposited with itself by the Management Company or the same shall be invested by the Management Company in any bank or other secured investment/s as the Management Company shall deem fit and proper; at its own discretion. The Management Company shall give the said "**SERVICES**" as detailed in the ANNEXURE-G to the said Project and the residents thereof out of the interest/ returns of the said investment. Service tax payable if any in this regard shall be paid by the Management Company out of the interest/ returns of the said investment. The Management Company shall have right to increase the amount of the said interest free maintenance deposit depending upon the increase in cost of the services and maintenance activities and the same shall be binding on the members of the Body of Apartment Allottees including the Allottee/s.

viii). Alternatively, at the option of the Promoter, the said Deposit will be received in the name of the Body of Apartment Allottees. In such a situation the bank account of the Body of Apartment Allottees will be operated jointly by one representative of the Body of Apartment Allottees and one

nominee of Management Company. The Management Company shall be responsible to maintain books of accounts and other supporting documents including preparing budget etc. for performing such obligation. The Management Company will be entitled to charge monthly expenses to the Body of Apartment Allottees at Rs. 150/- per Apartment per month or 10% of the total expenditure whichever is higher.

ix). The Management Company shall provide either through itself or other agencies of its choice without any interference on part of the Allottee/s or the Body of Apartment Allottees, services as enlisted and detailed in the ANNEXURE-G, for the said Project and residents thereof and monitor, control and look after the same, by utilizing the interest/ returns on the above said investment for the required costs in that regard inter alia such as labour, material, annual maintenance contract et cetera.

x). Capital expenditure of any kind inter alia such as for separate changes, repairs / renovation required to be carried out to any of the common structures in the said housing scheme the said Apartment et cetera shall be carried out by the Body of Apartment Allottees at its own cost without involving the Management Company in any manner whatsoever in this behalf.

xi). The Management Company shall have absolute the right to bar any person/s from entering upon the said Property if such person/s fails and/or neglects to duly abide by and follow the rules and regulations for the time being framed by the Management Company. In particular, the Allottee/s hereby agree/s that if the Allottee/s and/or any of the other occupier/s of the said Apartment becoming seriously ill or becomes a victim of any disease which is of contagious nature or which calls for specialized treatment and if the Management Company is of the opinion that other occupants of the said housing Scheme are likely to suffer on account of such illness or disease, the Management Company shall have full and absolute right and authority to ask the Allottee/s and/or such other occupant/s of the said Apartment to vacate the said Apartment and admit him / her to any available hospital / nursing home.

xii). The Management Company shall not be responsible and liable to provide services over and above the said Services to the Allottee/s or the Body of Apartment Allottees. In case if the Management Company agrees to provide services over

and above the said Services, the Management Company shall be entitled to charge fees/ remuneration at its own absolute discretion, to the Allottee/s and/ or the Body of Apartment Allottees for the same; and the Allottee/s and/or the Body of Apartment Allottees shall be liable to pay such fees/ remuneration to the Management Company. The Management Company would endeavor to charge such amounts only on actual utilization/enjoyment of such services by the respective residents. The Management Company in its absolute discretion shall have right to collect from the owner/s of each of the Apartments in the said Building a fixed amount if the number of vacant Apartments in the said Building make maintenance or all of the said services economically unviable.

xiii). The Management Company shall be entitled to make available the said Services to residents of any other building that shall be/have been constructed by the Promoter on adjacent land/s including the Balance Land of the entire property if the Promoter and/or the Management Company may deem fit so to do.

xiv). As is clarified hereinabove, the only rights hereunder being conferred upon the Allottee/s are the rights in respect of the said Apartment. The rights of the Promoter in respect not only of the rest of the Apartments proposed as aforesaid to be constructed but also of all the open spaces remaining on the said Property, even after the execution hereof, remain unaffected. Consequently, although the plans and/or sales-literature shown by the Promoter to the Allottee/s prior to the execution hereof show certain amenities/facilities like swimming pool, dining area etc. out of the said Common Amenities and Facilities (as enlisted in the Annexure - H) being made available for the use and enjoyment of the residents of the said Building including the Allottee/s herein, the Promoter shall have full power and exclusive authority to make available all or any of the said amenities/ facilities to any other person/s, whether or not residents of any construction/s put up by the Promoter on any property in the vicinity of the said Property. Further, the Promoter shall be entitled so to make available all or any of the said amenities/ facilities to such other person/s on such terms and conditions and/or for such consideration as the Promoter in their absolute discretion may deem fit and proper without the Allottee/s being entitled to raise any objections in this behalf on any ground whatsoever. The

amounts, if any, thus to be received by the Promoter shall belong to the Promoter alone. The Allottee/s hereby agree/s to abide by all rules and regulations which may be made for and/or framed from time to time for use and enjoyment of various amenities and/or facilities that may be made available by the Promoter through the Management Company or any other legal entity. The Allottee/s agree and confirm that the said common amenities and facilities are located at various places on the said Property / Building.

xv). The Management Company shall be entitled to make rules / regulations / systems / procedures etc. and also amend the same from time to time in order to carry out the above said tasks efficiently. The Allottee/s doth/do hereby agree, declare and confirm that the Allottee/s and also all the person/s claiming by from under and/or through the Allottee/s any of the rights hereunder conferred upon the Allottee/s shall be bound inter alia by the rules and regulations framed from time to time by the Management Company and also by the rules and regulations from time to time framed by the Body of Apartment Allottees. In the event however of any of the rules and/or regulations of the Body of Apartment Allottees in any manner being contrary to and/or inconsistent with the rules and regulations framed by the Management Company, the rules and regulations framed by the Management Company shall prevail.

xvi). It is clarified that even after execution of conveyance /assignment /Lease of the said Property, Apartments and formation of the Body of Apartment Allottees as is envisaged by this agreement, the rights to manage and operate services, amenities / facilities shall continue to vest in the Management Company or any legal entity nominated by the Promoter. The Body of Apartment Allottees of all Apartments in the said Project shall have no right to object to such management by the Management Company on any ground whatsoever.

xvii). As recited hereinbefore the amenities/ facilities/ utilities, rights of ways et cetera shall be enjoyed by the Body of Apartment Allottees/ s of the said Property and members thereof jointly, unless the Promoter has provided otherwise. The said Entire Property consists of establishments including Mall, Multiplexes, Offices and other commercial shops and offices. The Allottee/s are aware and informed about the same. The Allottee/s and Body of Apartment Allottee/s shall not raise any objection for such establishments of the said

Entire Property. The Body of Apartment Allottees shall have to share amenities/facilities/utilities, rights of ways et cetera with other bodies formed of such establishments on the said Entire Property developed by the Promoter or any of its sister concern including Association of Persons. The Allottee/s shall not take any objection of whatsoever nature in that regards. The Doctor's room is provided to render service to the residents of the Athashri Project. The Guest Rooms are provided for the Guests of the residents of the Athashri Project. The ownership of the said Doctor's Room and Guest Rooms shall be with the Promoter herein. The Promoter shall not be liable to pay any maintenance charges thereof. The Promoter shall have right to dispose-off the Guest Rooms to any person of its choice for any consideration it may deem fit. The income derived from sell of Guest Rooms shall be sole income of the Promoter.

20) The Allottee/s hereby agrees to pay the Promoter regularly every month on or before the tenth day of every month beginning from the month following the month in which the Promoter offers to give possession of the said Apartment to Allottee/s or in lump sum as may be decided by the Promoter, until the management of the said Property or that of the said Building in which the said Apartment is situated is handed over to the body of Apartment Allottees and thereafter to the body of Apartment Allottees such proportionate share of the Allottee/s as may be determined by the Promoter or the body of Apartment Allottees, as the case may be towards (i) all rates, taxes and assessments, land revenue, electricity bills, water charges and water taxes and all other outgoings and impositions which may from time to time be levied upon or be payable in respect of the said Property and the building standing thereon to Planning Authority and/or any other concerned authority, (ii) all other outgoings and expenses including insurance premium, provisions for depreciation and sinking fund and all outgoings and expenses of management, upkeep, maintenance and repairs of the building standing on the said Property and the common lights, common sanitary and other utility services, garden and other services and amenities on the said Property and in the building including remuneration, salaries and wages of watchmen, supervisors, sweepers, gardeners and other persons employed for the aforesaid purposes or any of them and the collection charges in respect thereof and the Allottee/s shall not withhold any payment of the amounts demanded by the Promoter or the body of Apartment Allottees under this clause on any ground whatsoever.

The Allottee/s admit/s and confirm/s that he/she/they will be punctual for paying monthly contribution amount to Promoter or the body of apartment allottees, as the case may be.

21) The Allottee/s has inspected the sanctioned plans of the said Building of the said Project and the conditions stipulated therein by the Planning Authority and the Allottee/s and/or the body of apartment allottees shall not raise any complaint / objections of whatsoever nature and shall abide by the same all time and after having covenanted to that effect in favour of the Promoter, the Allottee/s has agreed to purchase the said Apartment from the Promoter.

22) The Promoter shall be responsible for getting water connection from Planning Authority and also responsible for creating internal water and drainage distribution system. However it shall be responsibility of the Planning Authority to actually supply adequate quantity of water to the said Project. The Promoter shall not be in any way responsible for non-supply or inadequate supply of water to the said Project.

23) The body of apartment allottees to be formed shall alone be responsible for renewals inter alia of all permissions, sanctions, NOCs et cetera such as Fire NOC, Elevator NOC. Upon handing over the reins the responsibility and liability of the Promoter in this regards shall stand discharged absolutely. Provided, if any such liability of renewal even after conveyance /Lease as envisaged herein is entrusted on the Promoter under any law all the Allottees /body of apartment allottees shall reimburse /compensate the expenses as may be incurred by the Promoter in that regard.

24) The Allottee/s shall not use or permit to be used the said Apartment or any part thereof for any purpose other than residential purpose as allowed by Planning Authority at the time of sanctioning the plan of the proposed building or at any time thereafter.

25) The Allottee/s shall not let, sublet, transfer, assign or part with the possession of the said Apartment or any part thereof nor shall the Allottee/s create any lease, lien, mortgage, charge and/or any other

encumbrances and/or third party interest in and/or any respect of the said Apartment or any part thereof and/or in respect of any of the rights hereunder conferred upon the Allottee/s in any manner whatsoever until entire consideration and all dues, taxes, VAT, service tax, GST etc. payable by the Allottee/s under this agreement are paid in full and only if the Allottee/s has/have not committed any breach of any of the term and condition of this agreement and without obtaining previous permission in writing of the Promoter or the body of apartment allottees to whom the said Property and the building thereon may have been leased, assigned or transferred in the manner inter alia hereby envisaged.

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

27) If the Allottee/s is purchasing the said Apartment from the Promoter for investment purpose, then the Allottee/s shall be entitled to sell the said Apartment even during the construction stage to any person of own choice. The Promoter shall issue in his favor necessary No Objection Certificate to that effect and also shall co-operate the Allottee/s in that regard, provided i) the Allottee/s pays entire consideration amount to the Promoter before so selling the said Apartment , ii) the Allottee/s pays to the Promoter transfer charges solely determined by the Promoter; and iii) the subsequent Allottee of the said Apartment absolutely consents to abide by all terms and condition of this Agreement for all purposes and unconditionally agrees to stand in the shoes of the Allottee/s. If the Allottee/s transfers / assigns the said Apartment in favour of the subsequent Allottee within a stipulated period laid down by relevant law/s time being in force the Allottee/s /subsequent Allottee will be entitled to applicable discount, if any, by way of adjustment in the stamp duty payable on the transaction, subject to prevailing provisions of the Maharashtra Stamp Act, 1958.

28) The Allottee/s prior to the execution hereof has/have perused (a) all the documents under which the Promoter acquired the ownership rights in the said Property /Entire Property, (b) all the documents under which the Promoter acquired ownership rights/ development rights over the said Property /Entire Property and to

sell the Apartments constructed by the Promoter; and (c) all the orders, permissions and/or sanctions granted by the diverse authorities for such development of the said Property /Entire Property (d) the list of common amenities, facilities and services agreed to be provided at the said Project and are satisfied with the legality and adequacy of the same.

29) The Promoter hereby declares that as per the prevailing Development Control Regulation the permissible FSI / TDR in respect of the said Property is 4457.74 Sq.Mtrs. It is declared that 4456.59 Sq.Mtrs. of FSI / TDR is proposed to be utilized by the Promoter on the said Project.

30) If the Promoter plans to develop the balance land and/or property/ies adjacent to the said Property /Entire Property in future and sell for consideration the Apartments of the project of the balance land and/or adjacent property/ies, the Promoter shall have right to utilize the amenities *inter alia* like, water, water lines, water tanks, internal roads, necessary easements, electricity, MSEDCL lines, drainage connections open space, gas bank / gas lines / reticulated gas supply system etc. of the said Project /Entire Project of the said Property /Entire Property for the proposed construction on the balance land and/or adjacent property/ies. The Allottee/s hereby gives their irrevocable consent to the Promoter for usage of the said amenities for construction on the balance land and/or adjacent property/ies and complete the construction of the adjacent Project/s.

31) The Conveyance of Title as envisaged under the Real Estate (Regulation and Development) Act, 2016 and rules there under in respect of the said Apartment shall be as under:

i). The said Project shall be known and called as "**ATHASHRI XION** - **HINJAWADI**".

ii). This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Maharashtra Apartment Ownership Act, 1970.

iii). The nature of body of Apartment Allottees in the said Project would be condominium under the provisions of the Maharashtra Apartment Ownership Act, 1970. The Allottee/s shall become members of the condominium and shall co-operate the Promoter in that regard in all respect. Name of the condominium shall be "**ATHASHRI XION APARTMENT"**.

iv). The Promoter shall submit their respective leasehold rights, title, interest, claims relating to the said Property and the

ownership rights of the said Building to the provisions of the Maharashtra Apartment Ownership Act, 1970, by executing and registering one or more Deeds of Declaration (together with the bye-laws) under Section 2 thereof. The Allottee/s shall give his No Objection if any change or modifications are made in draft bye laws of condominium as may be required by concerned authority. The Allottee/s shall observe rules and regulations of the condominium. The Allottee/s either individually or otherwise howsoever shall not be entitled to raise any objection/s of whatsoever nature in this behalf. It is clarified that out of the total amenity space area of 4953.04 Sq. Mtrs. the area about 1238.26 Sq. Mtrs. is earmarked as garden area which may be required to be handed over to the Collector/Planning Authority and the ownership rights of basement floor of car parking being reserved by Promoter for 'public parking' shall not be submitted under the Act and shall not form part of the condominium and will be retained by the Promoter.

v). Each Apartment shall have undivided share in the form of percentage, arrived at on the basis of value /area the outer surface area of the given Apartment to the total area of all the Apartments in the said Project and in the common area, amenities and facilities.

vi). The Promoter shall cause to execute or cause to be executed the conveyance of the superstructure of the said Apartment along with the proportionate leasehold rights in the nature of Deed of Apartment of the said Apartment in favour of the Allottee/s herein within a period of one year from the date of obtaining last occupancy certificate. All expenses relating to such conveyance such as stamp duty, registration fees, legal fees and other incidentals shall be borne and paid exclusively by the Allottee/s alone.

vii). Under no circumstances, the Allottee/s shall be entitled to such conveyance, unless entire amount of total consideration or any other amounts of money payable under this Agreement or as may be otherwise agreed, by the Allottee/s either to the Promoter and Management Company or to any other legal entity, agencies or authorities are actually paid by the Allottee/s. However, in case the Allottee/s fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee/s authorises the Promoter to withhold registration of conveyance deed in his/her/their favour till

full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee/s.

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

32) The Allottee/s hereby expressly acknowledge and admit that some of the Apartments in the said Project may not be sold at the time even after completion of construction or issuance of completion /occupation certificate by Planning Authority in which case the Promoter shall have the privilege and right to sell/allot such Apartments to any person/s as per its discretion any time in future. The Allottee/s shall always extend requisite co-operation to the Promoter for giving membership of the condominium to such a new Allottee/s and such membership will be given by accepting only membership fee and no other consideration. Since the Promoter is holding those unsold Apartments with the intention to sell out the same to intending Allottees, the Promoter shall not be liable to pay any maintenance charges of unsold Apartments to the condominium, and it is only the new Allottees of the unsold Apartments who shall be liable to pay the maintenance charges after purchase of their respective Apartments. The Allottee/s has/have agreed to such an arrangement and he/she/ they shall scrupulously follow the same forever. This condition shall also be binding on Allottee/s and the condominium to be formed as envisaged herein.

33) Notwithstanding whatever stated elsewhere in this agreement, the Promoter shall give membership of the Condominium to the Allottee/s only on receiving entire consideration and/or other dues and deposits from him. Further the Allottee/s shall sign necessary forms, papers and documents as per the direction of the Promoter as and when required by the Promoter.

34) The Allottee/s shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the following amounts :-

(i) Rs. ..... for share money, application entrance fee of the Society or Condominium or Limited Company.

(ii) Rs. ..... for formation and registration of the Society or Condominium or Limited Company.

(iii) Rs. ..... for proportionate share of taxes and other charges/levies in respect of the Society or Condominium or Limited Company,

(iv) Rs..... for deposit towards Water, Gas, Electric and other utility and services connection charges &

(v) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout

(vi) The Allottee/s shall pay to the Promoter a sum of Rs. ..... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the Condominium or Society, or Limited Company and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

(vii) Rs. _____/- (Rs. _____ _____ _____only) (calculated @ the adhoc rate of Rs. ____ × carpet area *plus* balcony area *plus* sit-out area *plus* cupboard area (if any) of the said Apartment × 12) on account of twelve months maintenance charges payable within 15 days from the date of letter of offering possession of the said Apartment to meet the common expenses i.e. common taxes, fees, electricity charges, all AMCs, sanitary and other utility services, garden

and other services and amenities of the said Project /Property and in the building standing thereon and the said Property including remuneration, salaries and wages of watchmen, supervisors, sweepers, gardeners and other persons that may be employed for the aforesaid purposes or any of them and in respect thereof and the Allottee/s shall not withhold any payment of the amount demanded by the Promoter under this clause on any ground whatsoever. The Allottee/s hereby admits that aforesaid amount of maintenance is only indicative amount and actual amount that may be demanded by the Promoter may differ. In case actual expense exceeds the estimate the Promoter / condominium shall be entitled to demand additional amount towards such short fall.

35) The Allottee/s admit/s and confirm/s that he/she/they will be punctual for paying contribution of maintenance charges amount to Promoter or to the Condominium, as the case may be. The Allottee/s shall not be entitled to any interest on sums so paid.

36) On conveyance /Lease as envisaged hereinabove, the above collected amounts shall be paid by the Promoter to the Condominium to be formed of all the Allottees participating in the said Project.

37) The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and

Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter accepts no responsibility in this regard. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment / remittances on behalf of any Allottee/s and such third party shall not have any right in the application / allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

38) It is explicitly and irrevocably agreed, by the Allottee/s that this purchase by the Allottee/s is as Joint Tenants and not Tenants in common. Hence, in the event of death of any of the Allottee/s on receipt of intimation thereof with required evidencing documents, by the Joint Allottee, the name of such deceased Allottee/s shall be deleted and the ownership shall completely vest exclusively with Joint Allottee/s and to exclusion of any other heirs of such deceased Allottee/s . However it is explicitly made clear that if any claimant other than the executants in this Agreement claims, rights, title and interest in the said Apartment then it is the sole responsibility of the remaining Co-Allottees to settle dispute/disagreement in respect of this covenant and same has to be settled at the cost of the remaining Co-Allottees. The Promoter is not responsible in any manner whatsoever for cost & consequence.

39) Any delay tolerated, indulgence shown by the Promoter in enforcing the terms of this Agreement or for any forbearance or giving of time to the Allottee/s by the Promoter shall not be considered or construed as a 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.

40) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Property and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter until the conveyance as envisaged hereinabove.

41) The Allottee/s shall not any time demand partition of his/her/their interest in the said Apartment and/or in the said Property /Building prior to the conveyance as envisaged herein and it is hereby agreed and declared that the interests of the Allottee/s in the said Apartment and/or in the said Property and in the said Building are impartible and it is agreed that the Promoter shall not be liable to execute and/or cause to be executed any conveyance or any other document in respect of the said Apartment in favor of the Allottee/s except as is herein expressly provided.

42) All direct and indirect taxes as imposed/ to be imposed by the government, semi-government, local authorities, any statutory body et cetera, in respect of the said Property / Building and/ or the said Apartment and/ or this Agreement and/ or this transaction shall be borne and paid exclusively by the Allottee/s. The Allottee/s hereby undertake to indemnify and keep the Promoter indemnified all the time and keep the Promoter harmless from all losses that may be suffered by the Promoter on account of non-payment and/ or delayed payment inter alia of maintenance charges, contributions, taxes, levies, outgoings et cetera and other defaults, or any breach of terms and conditions of this Agreement on part of the Allottee/s.

43) By reasons of any judgment of court of law or amendment to the constitution or enactment or amendment of any other Central or State Laws at present in force or under law(s) that may come in force in future, if the transaction under this Agreement is held liable now or any time in future, to taxes such as GST (Goods and Services Tax), Sales Tax, Service tax, Value Added Tax, Works Contract Tax et cetera under concerned Acts/ Rules/ Legislations et cetera, as a sale or otherwise, either wholly or in part any inputs or material or equipments used or supplied in execution or in connection with this transaction, such taxes shall be exclusively payable by the Allottee/s on demand at any time without rendering either the Promoter and/or the Management Company

liable in this behalf in any manner whatsoever. In such an event the Promoter shall have the right to recover /collect, such tax(es), duties by the Allottee/s.

44) The use of brand / trademark i.e. “Paranjape Schemes” and “Athashri” is being used by the Promoter under a separate agreement from the owners of the brand / trademark. The aforesaid agreement is part of the Title documents supplied to the Allottee/s. The responsibility of the owners of such brand / trademark shall be restricted to the responsibility mentioned under the aforesaid brand / trademark agreement.

45) The Allottee/s hereby agrees that till the management of the proposed building of the said Project is handed over to all the Allottees participating in the said Project, the Promoter shall be entitled to look after day to day maintenance of the said Project /building to be constructed on the said Property. The Allottee/s hereby agrees to authorize the Promoter to act as a chief promoter/designated authority of the said Project, open bank account in the name of the said Project and operate the same through nominees in capacity of chief promoter/designated authority, to demand and receive amount of contribution from all the Allottees including Allottee/s herein for a period of twelve months from now and also for such further period thereafter till the entire charge of maintenance activities of the said Project is handed over to the condominium, deposit the contribution amount in the bank account, to spend and apply the amount so collected from all the Allottees for maintenance, housekeeping and essential common areas and amenities/facilities and utilities and such other purposes the Promoter thinks proper from time to time, to keep accounts of the amounts spent for maintenance, to carry on all the above activities even after lapse of twelve months from now till Promoter hands over entire charge of maintenance of the said Project /Property /Building to the condominium. The Allottee/s hereby agrees to pay the Promoter on demand additional amount payable of contribution after lapse of said twelve months till the Promoter hands over the entire charge of the said Project to the condominium.

46) For the purpose of this transaction the Promoter has relied on the representations of the Allottee/s that the amount of total consideration and that of the said Deposit in respect of the said Apartment payable by the Allottee/s to the Promoter or portion thereof is not originated from any proceeds of crime as envisaged

under the provisions of Prevention of Money-Laundering Act, 2002 / Benami Transactions (Prohibition) Amended Act, 2016 amended up-to-date, and rules thereunder.

47) The Allottee/s has willingly participated in the said Project of the Promoter and Allottee/s shall pay to the Promoter the agreed total consideration and other deposits or outgoings punctually and diligently. The Allottee/s hereby indemnify the Promoter from all losses that may be incurred by the Promoter on account of such non/delayed payment and Allottee/s hereby indemnify to keep the Promoter harmless and free from such losses.

48) The Promoter has provided two levels parking in the building of the said Project. Out of the said two levels parking, ground level parking will be retained by the Promoter and the upper level parking will be kept for exclusive use for the Allottees participating in this said Project.

49) The Promoter shall not be responsible for the consequences arising out of change in law or change in Municipal and other law, rules, regulations etc.

50) All notices to be served on the Allottee/s in connection with this Agreement shall be deemed to have been duly served on the Allottee/s if sent to any one of the Allottee/s by Registered Post/ Speed Post / E-mail at following address:

Name & Address of Allottee/s:-

_____

_____

_____

_____

Notified Email ID:_____

51) All notices to be served on the Promoter in connection with this Agreement shall be deemed to have been duly served on the

Promoter if sent by Registered Post/ Speed Post at their following address:

Name of Promoter:

M/S. PSC PACIFIC
PSC House, CTS No. 111+111/2,
Anand Colony, off Prabhat Road,
Pune: 411 004.

Notified Email ID: _____

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

53) The Allottee/s shall pay adequate stamp duty, registration charges and present this Agreement as well as the final conveyance or any document in form of Deed of Apartment at the proper registration office within the time limit prescribed by the Registration Act and the Allottee/s and the Promoter shall attend such office and admit execution thereof.

54) Notwithstanding anything mentioned anywhere else in this Agreement, the Promoter hereby discloses and informs to the Allottee/s that the title of the said Property is leasehold. The ownership of the said Property shall always vest with the Promoter. The Allottee/s shall be the owner of the superstructure of the said Apartment. The layout of the property has been sanctioned by Hon'ble Collector of Pune wherein the said Property is earmarked as amenity space and Director of Town Planning Department has recommended Senior Citizen Housing as allowable use on amenity plot along with usage of public parking and open space. Accordingly the Hon'ble Collector of Pune has sanctioned the plan wherein two level parking has been sanctioned. The parking of the ground floor shall be retained

being public parking by the Promoter and the car parkings of upper level shall belong to the respective allottee thereof.

55) Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule /Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

56) The Allottee/s and/or the Condominium to be formed as envisaged under this Agreement, shall follow and comply inter alia all rules, regulations, conditions, etc. imposed by all the laws, statutes, boards and policies, inter alia such as i) Water (Prevention and Control of Pollution) Act 1974, ii) Air (Prevention and Control of Pollution) Act 1981, iii) Environment (Prevention and Control of Pollution) Act 1986, iv) H.W. (M & H) Rules, v) Maharashtra Pollution Control Board, vi) Public Liability (Insurance) Act, 1991, vii) Maharashtra Regional and Town Planning Act,1966 , viii) Maharashtra Land Revenue Code ix) DC Rules, and all concerned laws applicable for time being in force etc. and notifications, circulars thereunder, published by concerned government authorities / departments. Provided further that where the Promoter is required to carry out certain obligations under any of the aforesaid Acts the Allottee/s and / or the condominium to be formed as envisaged under this Agreement, shall co-operate and compensate the Promoter against the expenses as may incurred by the Promoter for such compliance.

57) Provided that any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS), as may be required under the present Income Tax Act, 1961, under section 194IA,

read together with the Income Tax Rules,1962, as per present prevailing law or such other Acts that may be introduced or substituted for the Income Tax Act, 1961 whether called the Direct Tax code or by such other name, to govern the deduction and payment of the TDS in respect of purchase of Immoveable property, while making any payment to the Promoter under this Agreement shall be acknowledged / credited by the Promoter to the account of the Allottee/s, only upon Allottee/s submitting the Original certificate, evidencing deduction and payment of such tax deducted at source as may be prescribed by the Law and rules governing the deduction of TDS, presently Income Tax Act, 1961 and the Income Tax Rules,1962. Further such credit shall be subject to, confirmation of the amount so deducted reflecting in the TDS/Tax credit account of the Promoter, presently reflected in form 26AS as prescribed under the present prevailing laws or such other forms/certificates that may be prescribed in future to acknowledge credit of taxes paid or deducted on behalf of the Promoter on the website of the Income tax Department or of any agency so appointed by the Income tax department or relevant authorities as the case may be to manage, govern or regulate the collection and deduction of Income tax. Provided further that at the time of handing over the possession of the said Apartment, if any such certificate(s) has not been produced or submitted by the Allottee/s to the Promoter, the Allottee/s shall pay/deposit an equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee/s producing such certificate(s) within 4 months of taking possession of said Apartment. Provided further that in case the Allottee/s fails to produce such certificate(s) within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the sum(s)/dues receivable from the Allottee/s.

58) Promoter hereby informs that as per DC Rules, the local authority or sanctioning authority granted various sanctions with respect to the bedroom, puja room, study room etc. However it is not incumbent on the Allottee/s to continue the same use but Allottee/s may use the sanctioned rooms as per suitable requirement.

59) In case the Allottee/s mortgages the said Apartment to any financial institution it shall be the sole responsibility of the Allottee/s herein to handover the original Agreement and Deed of Apartment of the said Apartment as and when executed and registered to the financial institution. The Allottee/s agrees to do

so without holding the Promoter responsible for the same and not to deal with the said Apartment without prior permission and consent of the financial institution during pendency of the charge.

60) The Promoter hereby agrees that he shall, before handing over possession of the said Apartment to the Allottee/s and in any event before execution of conveyance make full and true disclosure of the nature of his title to the said Property /building as well as encumbrances, if any including any right, title, interest or claim of any party in or over the said Property /building, and shall as far as practicable, ensure that the said Property /building is free from all encumbrances and that the Promoter have absolute, clear and marketable title to the said Property so as to enable them to convey or lease or transfer the same to the ultimate Allottee/s.

61) The Management Company has joined in the execution of this Agreement in order to express its responsibilities towards the Allottee/s and the said Body of Apartment Allottees under the terms and conditions of this Agreement.

62) 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.

63) 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 said Project /Entire Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes. Further, the Allottee/s agree that they shall not object to any easement rights that need to be given to any person in and around the said Project and shall neither object to any such proceedings of land acquisition undertaken by the a government agency including any compensation / benefit given to the Promoter in turn for which no conveyance has occurred to the ultimate body of apartment allottees expressly stated in this Agreement and for which no consideration is specially dispensed by the Allottee/s to the Promoter for the same; save and except his right to enjoy and use the Apartment purchased by him and

any other rights given by the Promoter to the Allottee/s for which consideration has been dispensed.

64) 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.

65) Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottees in said Project, the same shall be in proportion to the carpet area *plus* balcony area *plus* sit-out area *plus* cupboard area (if any) of the said Apartment to the total carpet area *plus* total balcony area *plus* total sit-out area *plus* total cupboard area (if any) of all the Apartments of the said Project, such area is called as Sharing area.

66) 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.

67) 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 herein. After the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

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

69) 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.

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

71) The Promoter has handed over Search Report and Title Opinion to the Allottee/s separately as per provisions of the said Act and the contents of the said Search Report forms part and parcel of this Agreement.

72) The photo copies of board resolutions in respect of the appointment of the Authorised Signatory of Promoter and Management Company are annexed and marked as **ANNEXURE-K**.

73) The cost of Stamp Duty, Registration fees and other incidental and ancillary cost in respect of this Agreement have been as agreed, exclusively borne and paid by the Allottee/s.

0-0-0-0-0

STAMP DUTY CALCULATION

1) Location - **Hinjawadi**

2) Entry No. -

3) Type of premises and No. – 'Apartment' No. _____

4) Total Floors of Building/Wing -

5) Lift is provided or not - Yes

6) Floor of the said Apartment - _____

7) Carpet Area of the said Apartment - _____Sq.Mtrs./_____Sq.Ft.

8) Enclosed Balcony Area _____Sq.Mtrs./_____Sq.Ft..

9) Sit-out Area _____Sq.Mtrs./_____Sq.Ft.

10)	Cupboard Area	_____Sq.Mtrs./_____Sq.Ft.
11)	Dry Balcony Area	_____Sq.Mtrs./_____Sq.Ft.
12)	Terrace Area -	
	Attached -	_____Sq.Mtrs./_____Sq.Ft.
	Overhead -	_____Sq.Mtrs./_____Sq.Ft.
13)	Attached Garden Area -	_____Sq.Mtrs./_____Sq.Ft.
14)	_____ Covered Car Park Area	_____Sq.Mtrs./_____Sq.Ft.
15)	Rate for said Apartment as prescribed by the Govt. -	Rs. _____ per Sq.Mtr.+ ____%
16)	Rate for Enclosed Balcony as prescribed by the Govt. -	Rs. _____ per Sq.Mtr.
17)	Rate for Sit-out as prescribed by the Govt. -	Rs. _____ per Sq.Mtr.
18)	Rate for Cupboard as prescribed by the Govt. -	Rs. _____ per Sq.Mtr.
19)	Rate for Dry Balcony as prescribed by the Govt. -	Rs. _____ per Sq.Mtr.
20)	Rate for Attached Terrace as prescribed by the Govt. -	Rs. _____ per Sq.Mtr.
21)	Rate for Overhead Terrace as prescribed by the Govt. -	Rs. _____ per Sq.Mtr.
22)	Rate for Attached Garden as prescribed by the Govt. –	Rs. _____ per Sq.Mtr.
23)	Rate for One Covered Car Parking as prescribed by the Govt. -	Rs. _____ per Sq.Mtr.
24)	Value of the said Apartment as per rate prescribed by the Govt. -	Rs. _____
25)	Value of the Enclosed Balcony as per rate prescribed by the	Rs. _____

Govt. -

26) Value of the Sit-out as per rate prescribed by the Govt. - Rs. _____

27) Value of the Cupboard as per rate prescribed by the Govt. - Rs. _____

28) Value of the Dry Balcony as per rate prescribed by the Govt. - Rs. _____

29) Value of the Attached Terrace as per rate prescribed by the Govt. - Rs. _____

30) Value of the Overhead Terrace as per rate prescribed by the Govt. - Rs. _____

31) Value of the Attached Garden as per rate prescribed by the Govt. - Rs. _____

32) Value of the _____ Covered Car Parking/s as per rate prescribed by the Govt.- Rs. _____

33) Total Value of the said Apartment including Terrace / Garden / Enclosed Balcony/ Sit-out /Dry balcony/ Cupboard /_____ Covered Car Parking/s as per rate prescribed by the Govt. - Rs. _____

34) Total Consideration as per Agreement - Rs. _____

35) Stamp Duty paid on - Rs. _____

36) Stamp Duty amount - Rs. _____

0-0-0-0-0

SCHEDULE - I

(Description of the said Entire Property)

All that land as tabulated below totally admeasuring **27219.82** Sq. Mtrs., situated as Hinjawadi, within limits of Registrar of Paud, Grampanchayat Hinjawadi, Taluka Panchayat Samiti Mulshi, District Pune.

Survey No.	Total Area As per 7/12 (in Sq.Mtrs.)	Area acquired (in Sq.Mtrs.)
16/B1	21664.76	19408.20
16/B2	4953.04	4953.04
16/B3	725.46	725.46
16/B4	2133.12	2133.12
16/B5	443.44	-----
16/B6	6030.18	-----
TOTAL	**35950.00**	**27219.82**

and bounded as follows,

On or towards East	:	12 mtr. internal road
On or towards South	:	30 mtr. Road
On or towards West	:	Survey No. 14 , Survey No.15/4 and land (out of new Survey No.16/B1) in possession of Smt. Kavita Vaghire
On or towards North	:	Nala and Survey No. 14

SCHEDULE - II

(Description of the said Property)

All that piece and parcel of land bearing S.No. 16/B2 admeasuring 3714.78 Sq. Mtrs. carved out of the amenity space of the said Entire Property described in the Schedule I above, as delineated in red in the said Map and bounded as under:

On or towards East	**:**	12 meter internal road
On or towards South	**:**	Survey No.16/B1 and Mall-Multiplex Building standing thereon
On or towards West	**:**	S.No. 14
On or towards North	**:**	Playground as shown in the sanctioned layout plan

0-0-0-0-0

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE AND AT THE PLACE HEREIN BEFORE FIRST MENTIONED

SIGNED AND DELIVERED by within named 'Promoter' i.e**.** M/s. PSC Pacific – Partnership firm through Authorised Signatory_____

_____

SIGNED AND DELIVERED by within named 'Allottee/s' i.e**.**

1) Mr. / Mrs. _____

2) Mr. / Mrs. _____

3) Mr. / Mrs. _____

4) Mr. / Mrs. _____

(of Apartment No. _____ of _____ of _____ Level of _____Wing _____Building of Athashri Xion Project)

SIGNED AND DELIVERED by within named 'Management Company' i.e. Athashri Homes Pvt.Ltd. through its duly Authorised Signatory

_____

Witnesses :-

1)

2)

AUTHORISED SIGNATORY

0-0-0-0-0