

ARTICLES OF AGREEMENT

This **Agreement** is made at Pune this _____ day of _____ in the year Two Thousand and _____

BETWEEN

ALCON REALTORS a duly registered partnership firm under the provisions of the Indian Partnership Act, 1932 having its principal place of business at 4th floor, Office No. 1, Metropole, Bund Garden Road, Near Inox Multiplex, Pune : 411 001, (**PAN No. AATFA1510E**), through the hands of its Authorised Partner **MR. RAJESH JAGDISHPRASAD AGARWAL**, Aadhar No. _____
Age: 35 years, Occupation: Business, Address-As above. Hereinafter referred to as the **"PROMOTERS / BUILDERS & DEVELOPERS"** (which expression shall unless repugnant to the context or meaning thereof shall be deemed to mean & include the said firm, all its Partners, their survivors & the heirs, executors, administrators & assigns of such survivors)

...OF THE FIRST PART

AND

Mr. _____
Age: _____ **Years**, Occupation: _____
PAN: _____
Aadhar No.: _____

Residing at: _____.

Hereinafter referred to as the **"ALLOTTEE/S"** (which expression shall unless repugnant to the context or meaning thereof shall be deemed to mean & include his / her / their heir / s, executors, administrators & assigns)

...OF THE SECOND PART

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as "Party"

WHEREAS the Promoters are absolutely seized & possessed of or otherwise well & sufficiently entitled to all that piece & parcel of land or ground admeasuring 8400 Sq. Mtrs bearing Old Survey No. (A) S. No. 19, Hissa No. 1/1A/1A/1/2/1, an area admeasuring 00 H. 19 R. assessed at 00 Rs. 30 Ps. (B) S. No. 19, Hissa No. 1/1A/1A/1/2/2, an area admeasuring 00 H. 05 R. assessed at 00 Rs. 10 Ps., (C) S. No. 19, Hissa No. 1/1A/1A/1/2/3, an area admeasuring 00 H. 16 R. assessed at 00 Rs. 30 Ps, (D) S. No. 19, Hissa No. 1/1A/1A/1/2/4, an area admeasuring 00 H. 10 R. assessed at 00 Rs. 20 Ps., (E) S. No. 19, Hissa No. 1/1A/1A/1/2/5, an area admeasuring 00 H. 05 R. assessed at 00 Rs. 10 Ps., (F) S. No. 20, Hissa No. 2, an area admeasuring 00 H. 27 R from Western Side out of entire area 00 H. 54 R (G) S. No. 19, Hissa No. 1/2, an area admeasuring 00 H. 01 R. (H) S. No. 19, Hissa No. 3/2, an area admeasuring 00 H. 01 R after amalgamation new Survey No. 19/1/1A/1A/1/2/1+1/2/2+1/2/3+1/2/4+1/2/5+19/1/2 +19/3/2+20/2 at revenue village Kondhwa Bk. Tal - Haveli, Dist - Pune & is owned and possessed by the Party of the First Part as the owners of the property by virtue of Sale Deed dated 15/04/2015 duly executed by and between Sunita Sunil Agarwal & Others (Vendors) and Alcon Realtors i.e. Promoters/ Builders & Developers (Allottee) and said Sale Deed is registered before Sub-Registrar Haveli No. 3 at Sr. No. 3242/2015 (confirm) within the limits of Pune Municipal Corporation, Pune & within the limits of Sub Registrar Haveli No. 1 to 27, District Pune which is more particularly described in the First Schedule hereunder written & hereinafter referred to as "THE SAID LAND".

AND WHEREAS, an area admeasuring 00 H 5 R out of land S. No. 19/1/1A/1A/1/2/1, has been purchased by Smt. Sunita Sunil Agarwal from Mr. Shankar Pandurang Chaudhari through constituted Power of Attorney Holder Mr. Pritpal Singh Bharara through POA Holder Mr. Jagdishprasad Tilakchand Agarwal vide Sale Deed dated 30/06/2008 duly executed and registered before the Sub-Registrar Haveli No. 6 at Sr.

No. 5643/2008 and Smt. Sunita Sunil Agarwal has been mutated to the village record 7/12 extract by M. E. No. 24008.

AND WHEREAS, an area admeasuring 00 H 09 R out of land S. No. 19/1/1A/1A/1/2/1, has been purchased by Mr. Vipul Sunil Agarwal from Mrs. Birendra Ranjitsingh Rishi & Mr. Vikramsingh Ranjitsingh Rishi through Power of Attorney holder Mr. J. T. Agarwal vide Sale Deed dated 30/06/2008 duly executed and registered before the Sub-Registrar Haveli No. 6 at Sr. No. 5647/2008 and Mr. Vipul Sunil Agarwal has been mutated to the village record 7/12 extract by M. E. No. 23974.

AND WHEREAS, land (a) S. No. 19/1/1A/1A/1/2/1, area 00 H. 05 R has been purchased by Smt. Sunita Sunil Agarwal from Capt. O. P. Sharma, (b) S. No. 19/1/1A/1A/1/2/2, area 00 H. 05 R has been purchased by Shri. Vivek Sunil Agarwal from Mr. Dipinder Singh Bharara & Mrs. Jyoti Mayal, (c) S. No. 19/1/1A/1A/1/2/3, area 00 H. 08 R & 00 H. 08 R total 00 H. 16 R. has been purchased by Mr. Sachin & Mr. Rajesh J. Agarwal respectively from Mr. Pritpal Singh Bharara, (d) S. No. 19/1/1A/1A/1/2/4, area 00 H. 10 R has been purchased by Vendor / Owner No. 6 i.e. Mr. Jagdishprasad T. Agarwal from Col. M. P. Singh & (e) S. No. 19/1/1A/1A/1/2/5, area 00 H. 05 R has been purchased by Mr. Vivek Sunil Agarwal from Mr. Harmohan Singh Jassal / Jeul vide common Sale Deed dated 30/06/2008 duly executed and registered on 01/07/2008 before the Sub-Registrar Haveli No. 6 at Sr. No. 5643/2008 and the name of the respective Allottees has been mutated to the village record 7/12 extract by M. E. No. 24008 .

AND WHEREAS, land S. No. 20/2, area 00 H. 27 R out of entire area 00 H. 54 R from Western Side has been purchased by Mrs. Mansha Sachin Agarwal vide Sale Deed dated 16/06/2008 duly executed and registered before the Sub-Registrar Haveli No. 6 at Sr. No. 5158/2008 and the name of the Mrs. Mansha Sachin Agarwal has been mutated to the village record 7/12 extract by M. E. No. 23879 .

AND WHEREAS, land S. No. 19/1/2, area 00 H. 1 R & S. No. 19/3/2, area 00 H. 1 R purchased by Alcon through its Partner Mr. Jagdishprasad T. Agarwal from Mr. Raju Babanrao Rokade & Mr. Arif sheikh Hasham Vendor/Owner vide Sale Deed dated 02.08.2008 duly executed and registered before the Sub-Registrar Haveli No. 6 at Sr. No. 6779/2008.

AND WHEREAS, land S. No. 19/1/2, area 00 H. 1 R & S. No. 19/3/2, area 00 H. 1 R purchased by Mr. Jagdishprasad T. Agarwal from Alcon Through Its Partner Mr. Jagdishprasad T. Agawal vide Sale Deed dated 24.11.2010 duly executed and registered before the Sub-Registrar Haveli No. 6 at Sr. No. 10557/2010 & thereafter Mr. Jagdishprasad T. Agawal transferred his ownership, right, title, interest & possession in favor of Alcon Realtors vide Sale deed dtd: 22/4/2014 which is duly registered before Sub-Registrar Haveli No. 23 at Sr. No. 3208/2014 and thereafter name of Allottee has been recorded to the 7/12 extract by aforesaid mutation which came to be certified on 20/06/2014.

AND WHEREAS, in furtherance of the same **Agreement for Sale cum Development & Irrevocable General Power of Attorney dated 13/05/2011** executed by and between owners i.e. Smt. Sunita Sunil Agarwal & others in favour of the Party of the First Part i.e. Promoters/ Builders & Developers and same are and were registered before Sub-Registrar Haveli No. 1 at Sr. No. 4398/2011 & **Serial No. 4399/2011**. (Hereinafter referred to as "**The said Agreement & POA**") and the said Owners have appointed the Party of the First Part as the Promoters /Developers /Builders to carry out the construction and development of the said property and authorized and empowered to sell the Apartments/shops/offices/terraces/tenements/garden/godowns/etc. to proposed Allottee(s) in accordance with the terms and conditions contained in the Development Agreement.

AND WHEREAS, the said owners Smt. Sunita Sunil Agarwal & others renegotiated with the Promoters & requested to give consideration amount instead of Committed Built-up & therefore the owners & promoters have further entered into Supplementary Agreement on 15/04/2015 & which is duly registered at the Office of the Sub Registrar

Haveli No. 3 at Sr. No. 3241/2015. As per the said Supp. Agreement the basic terms & conditions of the principle Agreement dated 13/05/2011 has been modified & which has been agreed, accepted & confirmed by the parties to the Agreement.

AND WHEREAS, by virtue of aforesaid Agreement & the Supp. Agreement an area admeasuring 00 H 82 R owned by the owners has been transferred & conveyed in the name of the party of the First Part i.e. The Promoters/Builders & Developers herein by virtue of Sale Deed dated 15/04/2015 & which is duly registered at the Office of the Sub Registrar Haveli No. 3 at Sr. No. 3242/2015. Now the First Party is an absolute owner of the said entire land.

AND WHEREAS, by virtue of Transfer Deed of TDR of 212.00 Sq.mtrs. registered vide 5203/2017, dated: 27/06/2017 registered with Sub Registrar Haveli No.11 and Transfer Deed of Slum TDR of 293.11 Sq.mtrs. registered vide 10420/2017, dated: 24/09/2017 registered with Sub Registrar Haveli No.11. Now the First Party is an absolute owner of the said entire land admeasuring 8400.00 Sq.mtrs. + TDR 212.00 Sq.mtrs + Slum TDR 293.11 Sq.mtrs.

AND WHEREAS, the Owners / Promoters has handed over an area admeasuring 1164.71 Sq. Mtrs of Amenity Space & an area admeasuring 635.22 Sq. Mtrs. under D. P. Road out of the sanctioned lay-out to the Pune Municipal Corporation & thereby executed Deed of Transfer dated 23/04/2013 which is duly registered at Serial No. 4829/2013 at the Jt. Sub-Registrar Haveli No. 10 and as per the said Deed the name of Pune Municipal Corporation for D. P. Road area and Amenity Space area has been recorded to the 7/12 extract S.No.19/1/1A/1A/1/2/1+1/2/2+1/2/3+1/2/4+1/2/5+19/1/2+19/3/2+20/2 & in lieu of the said Amenity Space & D. P. Road PMC, Pune has allowed additional FSI for the same.

AND WHEREAS, the promoters are the owner of the land more particularly described in the First schedule written herein under by virtue of the aforesaid sale deed and the said land is duly recorded as an owner to the village record 7/12 extract.

AND WHEREAS, by virtue of the absolute ownership to the said land, the present Promoters have been vested with unfettered rights of ownership in an upon the property described in First Schedule of the present Agreement.

AND WHEREAS, by virtue of the sale deed the promoters alone have full and exclusive rights to sell the Apartments/ shop/ office/terraces/ tenements/ garden/ godowns/ etc. in the said building(s) to be constructed by the promoters on the said property and to enter into agreements with the proposed Allottees of the Apartments/shop/office/terraces/tenements/garden/godowns/ etc. and receive the consideration amount in respect thereof.

AND WHEREAS, the Architect of the Promoters has submitted proposed building plans on the said land by construction of new building & obtained sanction from Pune Municipal Corporation (PMC), Pune. The said land is amalgamated as per the Layout Building plan under No.**CC/3453/10/12 dated 05/01/2011** sanctioned by PMC, Pune vide **Commencement Certificate No.CC/3453/10/12 dated 05/01/2011**, Further Revised-I **Commencement Certificate No.CC/3143/12 dated 15/01/2013** Revised-2 **Commencement Certificate No.CC/3733/13 dated 7/02/2014** and **further revised Commencement Certificate No.CC/1944/17 dated 3/11/2017** As per the said plans & specifications of the building/s proposed to be constructed by the Promoters on the said land comprising of **Ground + Upper Floors**.

AND WHEREAS, the Promoter has completed all the Legal Formalities with respect to the right, title, and interest in respect of the Project Land on which the said Project is to be constructed. The Promoter herein, alone has sole & exclusive right to sell the apartments in the said Project to be constructed by the Promoter on the Project Land and is fully competent to enter into Agreement/s with the Allottee/s of the Apartments and to received the sale price in respect thereof.

AND WHEREAS, as per such plans & specifications sanctioned by the PMC, Pune, the Promoters propose to construct a Housing Complex to be known as "**ALCON ROYCE**"

hereinafter referred to as "THE SAID BUILDING", on the said plot of land, comprising of Apartments, shops, clubhouse, garden, & other premises as permissible under Development Control Rules & Regulations for the time being in force. The said land & the said building hereafter where the term permits are together referred to as "THE SAID PROPERTY".

AND WHEREAS pursuant to an application made in that behalf, the Collector of Pune, vide **Order No. PMH/NA/SR/242/2011 dated 03/11/2011** and additional N. A. Order bearing No. **PMH/NA/SR/880/13 dated 07/04/2014** passed under **section 44 of the Maharashtra Land Revenue Code, 1966**, permitted conversion of the use of the said land from "Agriculture" to "**Non-Agriculture**" (**Residential / Commercial**).

AND WHEREAS the Promoters have entered into a standard Agreement with the L.E./Architect Mr. Rajesh Agarwal, who is registered with the PMC for preparation of drawings & supervision of project work & the Promoters have appointed Structural Engineers for preparation of structural designs & drawings of the building/s proposed to be constructed by the Promoters on the said land & the Promoters accept the professional supervision of the said consulting L.E./Architect & the said Structural Engineer till the completion of the project.

AND WHEREAS the Promoters have further obtained all the other necessary permissions, approvals and sanctions for the development, inter alia, of the said Land and the Allottee/s has/her/their also taken inspection thereof;

AND WHEREAS the Promoters have informed the Allottee/s and the Allottee/s is/are aware that the Promoters will develop the entire project in Phased manner as per the sanctioned plans and with such modifications thereto as the Promoters may from time to time determine and as may be approved by the concerned local authorities and the program of the phased development will also be determined by the Promoters at their sole discretion.

AND WHEREAS, the Promoters have informed to the Allottee that the Promoters are developing the said land currently and the development of said land will be done as and when desired by the Promoters.

AND WHEREAS the Promoters are constructing upon the said Land a Complex named "**ALCON ROYCE**" comprising of **3 building/s having Stilt, 1 Podium and 10 Upper Floors** and whereas the **2 buildings namely Bldg A2 & B have already been completed vide Completion Certificate No.OCC/1371/14 dated:11/02/2015, OCC/1509/15 dated:8/2/2016, OCC/0349/16 dated:31/05/2016 which are already sold out and handed over to the Allottee/s and as per the Revised Commencement Certificate No.CC/1944/17 dated 3/11/2017, the Third Bldg namely A1 having Stilt, Podium and Upper 10 Floors is being constructed as per the Sanctioned Plan/Layout.**

AND WHEREAS the Promoters have clarified in detail and the Allottee/s has/her/their fully understood that the Promoters desire to develop in a pre-determined, pre-designed orderly and systematically planned manner and also to maintain and manage the same through one or more agencies such as Maintenance Company, Service Company and the Promoters also desire that the development of the project is undertaken and completed in various phases as presently contemplated under the sanctioned layout, as may be revised for the purpose of achieving most useful and beneficial development.

AND WHEREAS after full understanding and acquainting himself / herself /themselves of the development, maintenance and management of the amenities, facilities as well as the sale/lease policy of the Promoters, the Allottee/s has/her/their offered to Purchase as **Apartment bearing No. _____** on the **_____ Floor** in **_____ building** and project known as "**ALCON ROYCE**" and hereinafter collectively referred to as the "said Apartment/unit "more particularly described in the Schedule written hereunder more particularly shown on the **Floor Plan** with the specifications thereof, hereinafter referred to "The Apartment/unit";

AND WHEREAS The Allottee/s herein has demanded from the Promoter and the Promoter has given inspection of all the documents of Title relating to the said project and also the Plans, Designs and Specifications of the said Building prepared by the L.E. and of such other documents as are specified under the Real Estate Act, 2016. After the Allottee/s enquiry the Promoter herein has requested to the Allottee/s to carry out independent search by appointing his/her/their/own attorney/advocate.

The Allottee/s has satisfied himself in respect of marketable title and rights and authorities of the Promoter herein. That the Allottee/s has given his specific confirmation herein that the responsibility of Title of the said Land be on the Developer up and until the Conveyance of the said Building and the Said Land hereunder.

AND WHEREAS the copies of Certificate of Title issued by the Attorney at Law or Advocate of the Promoters, copies of property card or extract of Village forms VI or VII or XII or any other relevant revenue records showing the nature of the right of the Promoters to the said Land and said Land on which the Apartment/units are constructed of such specifications and plans of the Apartment/unit/s agreed to be purchased by the Allottee/s approved by the concerned local authority and the Allottee/s is/are satisfied about the Owners marketable title to the said property and the valid and subsisting rights of the Promoters thereupon and thereto.

AND WHEREAS the copies of Plans & Layout as approved have been Annexed here to marked as Annexure C-1.

AND WHEREAS the copies of Plans of the Layout as proposed by the Promoter and according to which the construction of Buildings and Open Space are proposed to be provided on the said project have been Annexed here to marked as Annexure C-2.

AND WHEREAS the copies of Plans and Specifications of the Apartment agreed to be purchased by the Allottee as proposed by the Promoter and approved by the concerned local authority have been Annexed here to marked as Annexure D.

AND WHEREAS the Promoter has got some of approvals from the concerned local authority the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion or Occupancy Certificated of the said Building.

AND WHEREAS the Promoters has accordingly commenced construction of the said building/s on the Land in accordance with the said plans.

AND WHEREAS The Promoters have agreed to sell and the Allottee/s have agreed to purchase from the Promoters the said Apartment/unit based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the Allottee/s strictly.

AND WHEREAS the allottee/s on confirmation of accepting all the Conditions of Sanctioned Plans by Competent Authority, has further stated that if any conditions that have been imposed on the said Project/Building/Wing which are contrary to the prelevant Laws/rules/regulations under which the sanctioned Plans have been given shall not be binding on the Allottee/s and the Allottee/s shall not hold the developer responsible for any such contrary conditions.

AND WHEREAS the allottee/s has independently made himself aware about the specifications provided by the Promoter and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same.

AND WHEREAS the Allottee/s have been shown the conditions of contracts with the vendors/contractors/manufactures and workmanship and quality stands of products/fittings and fixtures as agreed between Promoter and the Vendors and on independently verifying the same the allottee/s has now agreed to the same as

conditions mentioned in these contracts and that the allottee/s agrees to abide by the same failure of which shall absolve the promoter to that extent.

AND WHEREAS, the Promoter has registered the said project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____ on _____ under registration no. _____ have been annexed and marked as Annexure E.

AND WHEREAS, the Allottee/s has applied for apartment in the said project for Apartment no. _____ having Carpet Area of _____ Sq.Mtrs., Balcony Area of _____ Sq.Mtrs. and exclusive Terrace Area admeasuring _____ Sq.Mtrs. type _____, on the _____ floor in Building _____ being constructed on the said project along with Parking No. _____ in the _____ location. (hereinafter referred to as the said Apartment)

AND WHEREAS, relying upon the aforesaid application, the Promoter has agreed to allot and sell to the Allottee/s, the said apartment at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

AND WHEREAS the Carpet Area of the said Apartment including the area of balconies shall be _____ **Sq. Mtrs.** and Attached Terrace Carpet Area shall be _____ **Sq. Mtrs.** "Carpet Area" means the net usable floor area of an apartment, excluding the area covered by the external walls, area under service shafts, exclusive Balcony and Open Terrace appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Apartment.

AND WHEREAS the Allottee/s is/are aware of the fact that the Promoters have entered or will enter into similar and/or separate Agreement/s with several other person/s and person/s and party/s in respect of Apartment/unit in the said building/s and eventually the same may at the Promoters sole discretion be merged and intermingled with sharing by the designated Apartment/unit /plot holders of all the common areas and facilities of the complex and the Allottee/s has/have unequivocally agreed and confirmed to accept the absolute and sole discretionary powers of the Promoters in this regards.

AND WHEREAS relying on the Allottee's representations and the assurances the Promoters herein have agreed to sell and the Allottee/s herein agreed to purchase the said Apartment/unit at or for mutually concluded and agreed lump sum consideration of **Rs. _____/- (Rupees _____ Only)** excluding expenses for stamp duty, registration fees, GST (as applicable) and other taxes expenses etc. which shall be paid by Allottee/s. The sale of the said Apartment/unit is on the basis of the carpet area only. The Promoters have agreed to provide the amenities in the said Apartment/unit. The Allottee/s agree/s not to question and challenge the said consideration the same having been settled on lump sum basis after considering all aspects and other terms of the agreement.

AND WHEREAS, the Parties have gone through all the Terms & Conditions set out in this Agreement and understood their mutual rights and obligations detailed herein, the Parties hereby confirm that they are signing this Agreement with full knowledge of all the Laws, Rules, Regulations, Notifications, etc applicable to the said Project.

AND WHEREAS, The Promoter has registered the project under the provisions of The Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority under No. _____.

NOW THEREFORE THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN, AS UNDER:

1) The Promoter is proceeding with the construction work of the said building to be known as "**ALCON ROYCE**" all that piece & parcel of the said land bearing (A) S. No. 19, Hissa No. 1/1A/1A/1/2/1, an area admeasuring 00 H. 19 R. assessed at 00 Rs. 30 Ps. (B) S. No. 19, Hissa No. 1/1A/1A/1/2/2, an area admeasuring 00 H. 05 R. assessed at 00 Rs. 10 Ps., (C) S. No. 19, Hissa No. 1/1A/1A/1/2/3, an area admeasuring 00 H. 16 R. assessed at 00 Rs. 30 Ps, (D) S. No. 19, Hissa No. 1/1A/1A/1/2/4, an area admeasuring 00 H. 10 R. assessed at 00 Rs. 20 Ps., (E) S. No. 19, Hissa No. 1/1A/1A/1/2/5, an area admeasuring 00 H. 05 R. assessed at 00 Rs. 10 Ps., (F) S. No.

20, Hissa No. 2, an area admeasuring 00 H. 27 R from Western Side out of entire area 00 H. 54 R (G) S. No. 19, Hissa No. 1/2, an area admeasuring 00 H. 01 R. (H) S. No. 19, Hissa No. 3/2, an area admeasuring 00 H. 01 R after amalgamation new Survey No.19/1/1A/1A/1/2/1+ 1/2/2+ 1/2/3+ 1/2/4+ 1/2/5+ 19/1/ 2 +19/3/2 +20/2 land area admeasuring 00 H. 84 R. ie. 8400 Sq mtrs + TDR 212.00 Sq.mtrs + Slum TDR 293.11 Sq.mtrs at revenue village Kondhwa Bk., Pune within the limits of Pune Municipal Corporation (PMC), Pune & within the limits of Sub Register Haveli No. 1 to 27, District Pune.

2) The said building is to be constructed on the said land & shall be constructed by the Promoters in accordance with the plans & specifications scrutinized by PMC, Pune, subject to such alterations & modifications as the Promoter in its sole discretion may think fit & necessary or may be required by concerned local authority / Government to be made in them or any of them. The said alterations & modifications shall include additions / deletions of land in the said land, revision of layout accordingly & sharing of all common areas & facilities by the Allottee/s of such land. The Allottee/s hereby give/s his / her / their irrevocable consent to the Promoter herein or his nominee or assignee to carry out such alterations & modifications provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s if such alterations & modifications adversely affect directly the construction of the said Apartment hereby agreed to be sold. The Allottee/s herein shall have no right to withhold such permission without any reasonable cause & shall give such permission as & when required by the Promoter herein.

3) The Allottee/s hereby declare/s that before execution of this agreement, the Promoters have made full & complete disclosure & the Allottee/s has/have taken full & free inspection of interalia, the following:

- a) Nature of the Promoter's Title of the said land along with all relevant documents.
- b) All approved plans & specifications by PMC in respect of the said building to be built upon the said land.
- c) All particulars of design & the materials to be used in construction of the said building on the said land.
- d) Nature & particulars of **Common Area & Facilities** to be provided, which are more particularly described in the **Fourth Schedule** written hereto in the said building to be constructed on the said land. The said common areas and facilities shall be for the entire project of "**ALCON ROYCE**".
- e) The Allottee is well aware that Parking has been provided only to the Apartment Allottees for the purpose for keeping or parking of their own vehicle and in manner not inconvenient to other unit holders and will be binding on the Allottees to co-operate among themselves to have orderly and disciplined use and to avoid confusion, disputes and differences among them. The Promoter has not taken any consideration for the same.
- f) Amounts to be paid to the Promoter as per the Payment Intervals, which are more particularly described in the Fifth Schedule written hereto.
- g) The nature of organization of persons to be constructed of all the Allottee/s of Apartments in "**ALCON ROYCE**" & to which title is to be passed being either a Co-operative Housing Society to be formed under the provisions of the **Maharashtra Co-operative Societies Act, 1960** or a **Private Limited Company** to be governed by the Provisions of the **Companies, Act, 1956** or an Association of Apartment Owners to be Governed by the **Maharashtra Apartment Ownership Act, 1970**. (Hereinafter for the sake of brevity, referred to as the Ultimate Apex body). The name of the proposed society/Apartment/Company shall bear the first name as "**ALCON ROYCE**" & the Apartment/unit Allottees or the proposed organization or the committee members shall not have any right to change the first name of the organization to be formed or formed.
- h) The various amounts that are to be paid, interalia, towards the ground rent, revenue assessment, Municipal & other taxes & water & electric charges including water deposits & electricity deposits as are for the time being in force
- i) PMC water connection has been provided and the Promoters should not be held responsible for any shortage of water supply from PMC.

- 4) The Allottee/s hereby declare/s that after reading & having understood the contents of the aforesaid documents & all the disclosures made by the Promoter to the Allottee/s, with full knowledge thereof, has/have entered into this Agreement.

5) The Promoter hereby declares that:

- a) The said building shall be constructed in accordance with the plans and specifications approved and scrutinized by the PMC and /or (i) which lay-out/building plan may be revised or new plans may be sanctioned from the PMC and other proper authorities (ii) and to carry out such alterations & modifications as the promoter in its sole discretion may think fit & necessary or may be required by concerned local authority/government to be made in them or any of them. The said alterations & modifications shall include additions/deletions of land in the said entire land, revision of layout accordingly and sharing of all common areas and facilities by the present & future Allottee/s of such land & or units without Allottee's express consent & same shall be construed as given.
- b) The **Apartment No.** _____ on the _____ **Floor** in _____ Building of the Complex "**ALCON ROYCE**" & the Carpet Area of the Apartment including the area of balconies shall be _____ **Sq. Mtrs.** and Attached Terrace Carpet Area shall be _____ **Sq. Mtrs.** along with Parking No. _____ in the _____ location
- c) The price of Apartment to be paid by the Allottee for the said Apartment to the Promoter in the manner as specified in the Fifth Schedule written hereto is **Rs. _____/- (Rupees _____ Only)**. In case the Allottee fails / omits, for any reason whatsoever, to pay to the Promoter in accordance with the Fifth Schedule, the said agreement will be liable for termination & any moneys / advances received against the said Apartment shall be liable for forfeiture, timely payment being the essence of this agreement.
- d) The Allottee/s agrees and understands that timely payment towards purchase of the Apartment as per payment schedule is essence of the Agreement. The Allottee/s has paid prior to the execution of these presents the sum of **Rs. _____/- (Rupees _____ Only)** being part payment of the sale price of the Apartment/unit/s agreed to be sold by the Promoters to the Allottee/s as advance payment or deposit (the receipt & payment whereof the Promoters both hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoters balance of the sale price in the manner hereinafter appearing in the Fifth Schedule.
- e) It is hereby agreed to between the parties that any levies or indirect taxes for eg. Sales Tax, VAT, Service Tax, GST, etc. levied by the Central / State Government at any stage shall be borne by the Allottees. The Agreement value does not include any of these taxes & the same would become payable by the Allottee/s to the Promoter as & when they are levied by the Government. The liability of payment shall rest on the Allottee & the Allottee shall pay the same to the Promoters as demanded by them. Also, the Promoter shall not give possession of the said Apartment if such taxes or levies are not paid by the Allottee/s.
- f) The Total Price is escalation free, save and except increases which the Allottee/s hereby agrees to pay, due to increase on account of Development Charges payable to the Competent Authorities and/or any other increase in charges which may be levied or imposed by the Competent Authority from time to time. The Promoter undertakes and agrees that whiles raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The promoter may charge the allottee separately for any upgradation/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.
- g) Interest on Unpaid Due Amount: 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 per State Bank of India highest Marginal Cost of Lending Rate + 2% per annum with monthly rests, on all the amounts which become due and payable by the Allottee to the Promoter till the date of Actual Payment.

- h) The Promoters shall form a Co-operative Housing Society under the provisions of the Maharashtra Co-operative Societies Act, 1960 or a Private Limited Company governed by the provisions of the Company's Act 1956 or Association or Condominium under Maharashtra Apartment Ownership Act, 1970 of all the Allottees of Apartments/units in the building/s being constructed on the said land.
- 6) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned Local Authority, State and/or Central Government including Environment Department at the time of sanctioning the Plans or any time thereafter or at the time of granting Completion Certificate or any time thereafter.
- 7) The Apartment is intended and shall be used for residential purpose only and the Allottee/s undertakes/s that the said Apartment shall not be used by the Allottee/s for any other purpose whatsoever.
- 8) The Allottee/s hereby accept/s and shall always be deemed to have accepted the title of the promoter herein to the said land and agree/s not to raise any requisition or objection in respect thereof.
- 9) The Certificate of Promoter's Advocate as to the marketability of the title of the Promoters/Owners herein to the said land is obtained.
- 10) The Apartment agreed to be acquired by the Allottee/s herein shall be provided with the Fixture, Fittings & Amenities and shall be built as per the specifications as discussed.
- 11) The Allottee/s admit/s having taken inspection of all the documents required to be given by the Promoters under the Provisions of **Maharashtra Ownership Apartments, Act 1963** and hereby agree/s and confirms/s that the Promoters shall have irrevocable rights for the purpose set out herein below and the Promoters shall be entitled to exercise the same as if the Allottee/s had given written prior consent to the Promoters as required under the Act.
- 12) The Allottee/s is/are aware that the scheme of development of the said land has requisites of layout of land, open space provisions; build ability (F.S.I. / T.D.R.) inclusive/exclusive of balcony, stairway, lift, well, terrace, number of floors, height of structure/s, etc. as per D.C. Rules and Regulations now in force. There is likelihood of changes/amendments thereto for higher or better potential generation of the land. Notwithstanding anything to the contrary or otherwise contained herein or in law, pursuant to the right of exploitation (now or future) of the said land reserved unto the Promoters, the Promoters shall, at all times hereafter including before or after transfer of the said property in favour of the Ultimate/Apex Body (referred to in para 1(e) above herein) have the unfettered and unrestricted right to avail of the F.S.I./T.D.R. unutilized/additional as may be available and in particular: -
- a) To utilize such F.S.I./T.D.R. relating to the said land including such changes/amendments thereto in any manner whatsoever in their entire discretion either on any portion/s of the said land and/or in any other portion/s of any other contiguous or adjoining land.
- b) To utilize such F.S.I./T.D.R. by way of transfer of development rights, if permitted by the authorities, either by themselves or by their transferees in any other land/s anywhere in the permissible areas of Pune City.
- c) To utilize F.A.R. as may be permitted in respect of other lands in building/s to be constructed on the said land and/or any portion/s thereof.
- d) To utilize such F.A.R. as the Promoter may obtain or acquire by way of transfer of development rights from or in respect of any other land or property or building/s situate anywhere in the city of Pune by construction of additional floors or stories or structures on the building/s to be constructed on the said land.
- e) In either of the aforesaid cases, the Promoters shall, at the time of execution of the final transfer deeds/in favour of the Ultimate/Apex Body, furnish to the Allottee/s particulars in respect of such utilization of the said F.S.I./T.D.R. by the Promoters.

The F.S.I./T.D.R. (Residual, additional, transferred or otherwise) in respect of the said land not consumed will be available to the Promoters before and after the transfer of the said land with the building/s constructed thereon in favour of the ultimate/Apex Body as herein contained.

- f) After consuming such balance and/or additional F.S.I. by constructing additional floor/s containing Apartment/unit/s, the Promoters shall be entitled to sell such Apartment/unit/s for such permissible use as the Promoters may think fit and proper to any persons for such consideration as the Promoters may in their absolute discretion deem fit.
 - g) The Promoters shall also be entitled to consume additional FSI and/or balance available under D.C. Rules or by any special concession being granted by the PMC or any other authorities including the FSI available in lieu of road widening, set back, reservation etc.
 - h) The Allottee/s of the Apartment herein and all the other Allottee/s of Apartments in the said building shall not have any right, claim or interest in respect of the Common Areas & Facilities of the said building and the said land until the Promoters declare that the project is completed and till then the right of the Allottee/s are confined only to the Apartment hereby agreed to be sold.
 - i) Irrespective of the Possession of the Apartment being given to the Allottee/s and/or management being given to an Ad-hoc Committee of the Apartment Allottee/s, the rights under this clause and/or under this Agreement reserved for the Promoters for exploiting the potentiality of the said land, shall subsist and shall continue to vest in the Promoters till the documents of Transfer are executed as aforesaid and the Promoters shall be entitled to execute the document/s of Transfer reserving such rights in the said land in favour of the Promoter as may be outstanding at the time of execution of the document/s of Transfer.
 - j) The Allottee/s and/or the Company and/or co-operative society and/or Association of the Allottees of all the Apartments in "**ALCON ROYCE**" shall not raise any objection on any ground as to the Promoter/s rights reserved herein failing which any objection raised will be in violation of the terms & conditions of this agreement & all rights received by the Allottee/s, or through them shall stand revoked.
- 12) It is expressly agreed between the Allottee/s & the Promoters that the Allottee/s shall have right to only the said Apartment (excluding the external elevation) along with right access to the said Apartment, if any. All the other remaining areas and/or structures on the said property shall be the absolute ownership of the Promoters, who shall use/change/alter/modify/ transfer to any person it may in its discretion deem fit. The Promoters have agreed to sell the said Apartment to the Allottee/s only on the basis of this condition & the Allottee/s and/or the Company and/or co-operative society and/or Association of the Allottees of all the Apartments in "**ALCON ROYCE**" shall not raise any objection on any ground as to the Promoter/s rights reserved herein failing which any objection raised will be in violation of the terms & conditions of this agreement & all rights received by the Allottee/s, or through them shall stand revoked.
- 13) The Allottee/s shall not be allowed to make use of the terraces over the top floors of the said building which will be the exclusive property of the Promoters & Promoters shall have exclusive use of the said terraces even after the said land and the complex thereon are transferred to the Co-operative Societies, Limited Company or Association, as the case may be, to be formed of all the Allottees of Apartments of "**ALCON ROYCE**" subject to only, right of access to the said Society/Company/Association to attend to any leakage from the said terraces or and/or to the water tanks on said terraces to carry out any repairs or to install and repair & maintain any T.V. Antenna meant for common use of all Allottees of Apartment in the said building.
- 14) The Promoters shall be entitled to grant the exclusive right to use occupy and enjoy all the terraces in the buildings of the said building to be constructed by the Promoters on the said land to one or more of the Allottees of the Apartment/unit s therein. The Promoters shall also be entitled to grant such exclusive use, occupation and enjoyment of any part of the said land to one or more of the Allottees to be used

as a garden or sit out or for any other permissible use. The Promoters shall also be entitled to grant the exclusive right of use of the parking spaces in any building, under the stilts of the any building proposed to be constructed by them or in the side or front margins of the buildings on the said land to the prospective Allottee/s of Apartment/unit therein. Such terraces, open spaces or garden areas, the exclusive use, occupation and enjoyment of which have been granted by the Promoters as aforesaid shall not constitute restricted common areas and facilities as contemplated under the Maharashtra Apartment ownership Act, 1970. The Promoters shall be entitled to grant such exclusive right of use of such terrace/open/garden spaces, at or for such consideration over the above sale/purchase price of such Apartment/units as the Promoters may deem fit and proper.

15) Possession of the Apartment agreed to be purchased shall be handed over to the Allottee on or before _____ provided the Allottee/s has/have made payment of the agreed purchase price of the said Apartment together with all other dues to the Promoters as per the terms hereof.

It is agreed between the parties hereto that if the Promoters fail to give possession of the said Apartment in accordance with the terms of this Agreement on the date mentioned hereinabove, the possession date can be extended to any number of times by the Promoters provided such a reason for extension are felt reasonable by the Promoters. Some of the common reasons among others where reasonable extension of time for giving possession of the said Apartment/unit is required are as under:-

- a) Non-availability of steel, cement, other building materials, water or Electric supply, labour problems etc.
- b) War, civil commotion or act of God.
- c) Any notice, order, rule, notification of the Government and/or public or competent authority including the authorities under the Urban Land (Ceiling and Regulation) Act, 1976, Collector, or any disputes or matters relating to the property pending final determination by the courts or any other authorities.
- d) Changes in any rules, regulations and bye laws of various statutory bodies or Authorities from time to time thereby affecting the development and the project.
- e) Delay in grant of any NOC/permission/license/connection/installation of any services such as lifts, electricity & water connections and Meters to the scheme / Apartment, road NOC or Completion certificate from Appropriate Authority.
- f) Delay or default in payment of dues by the Apartment/unit Allottee under these presents, without prejudice to the right of Promoter to terminate this Agreement under clause No. 17 below.
- g) Pendency of any litigation.
- h) Any act beyond the control of the Promoters, if the Promoters and/or their agents for reasons beyond their control, are unable to give possession of the said Apartment by the said date and after a period of six months, if those reasons still subsist, then in such case, the Promoters shall, without prejudice to their rights, reserved hereunder, refund the amounts already received by them in respect of the said Apartment from the Allottees with simple interest thereon at the rate of 9 % per annum from the date they received the same till the date the amounts and interest thereon is refunded to the Allottee/s and the said land amount and interest shall be a charge on the said land and construction thereon to the extent of the amount due, but subject to any prior encumbrances.

16) Under no circumstances possession of the said premises shall be given by the Promoters to the Allottee/s unless and until all payments required to be made under this Agreement by the Allottee/s have been duly made to the Promoters. As soon as the occupancy certificate/s in respect of building/s or part/s thereof is/are obtained and intimation thereof is given by the Promoters to the Allottee/s, the Allottee/s shall pay the installments of the purchase price and all other amounts payable by him/her/it/them within seven days of such notice served individually upon him/her/it/them or put up at some prominent place aforesaid, the Allottee/s shall be entitled to use and occupy the said premises without any hindrance PROVIDED that if

within a period of one year from the date of issue of completion certificate of the said Apartment or handing over possession of the said Apartment to the Allottee/s. (whichever is earlier) the Allottee/s bring/s to the notice of the Promoters in writing any defect (subject to normal wear & tear) in the Apartment or the said building/s in which the Apartment is situated or in the material used therein or any unauthorized change in the construction of the said building/s arising directly due to any act of omission or commission on the part of the Promoter and not consequent to any act of omission or commission on the part of the Allottee/s, then wherever possible such defects or unauthorized changes shall be rectified by the Promoters at their own costs and in case it is not possible to rectify such defects or unauthorized changes, then the Allottee/s shall be entitled to receive from the Promoters reasonable compensation for such defects or changes.

The Allottee/s shall not be entitled to make any alternations or changes in the elevation and outside colour scheme of the said property agreed to be purchased by him/her/them. The Allottee/s shall not make any alterations or modifications in the said Apartment without the written consent of the Promoters. In particular, the Allottee/s shall not add / alter any of the common walls / external walls by making any additions / alterations / modifications like windows / doors / openings for air conditioners, etc. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void. Further, the Allottee shall be liable of paying damages, if any, to owner / user of the Apartment below or adjacent.

- 17) If the Allottee/s neglect/s, omit/s, commit/s or fail/s for any reason whatsoever to pay to the Promoters any of the amounts due and payable by the Allottee/s under the terms and conditions of this Agreement (whether before or after the delivery of possession) within the time specified in the manner as laid down in the Fifth Schedule (timely payment being the essence of this agreement) or if the Allottee/s shall in any other way fail/s to perform observe any of the covenants and stipulations on his/her/its/their part herein contained or referred to, the Promoter shall be entitled to terminate this Agreement and this Agreement shall cease and stand terminated and all amounts paid by the Allottee/s to the Promoters shall stand absolutely forfeited to the Promoters and the Allottee/s shall have no claim for refund or repayment of the said amounts paid by the Allottee/s and the Allottee/s hereby agree/s that in such event all his/her/its/their rights in the said Apartment hereunder stand detrimental and all amounts shall stand forfeited and the Promoters shall be entitled to deal with or dispose of the said Apartment in any manner it deems fit. The right given by this clause to the Promoters shall however, be without prejudice to any other rights, remedies and claims whatsoever at law or under this Agreement of the Promoters against the Allottee/s PROVIDED ALWAYS that the power of termination given to the Promoters shall not be exercised unless and until the Promoters shall have given to the Allottee/s fifteen days prior notice in writing of the intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect whereof it is intended to terminate the Agreement and default shall have been made by the Allottee/s in remedying such breach or breaches within a reasonable time after giving of such notice.
- 18) Consideration of the said Apartment as agreed between the Promoter and the Allottee's herein and also as per the prevailing market rate the subject locality, which is the true and fair market value of the said Apartment. As per the Ready Reckoner available with the Sub Registrar Haveli, if the market /Ready Reckoner value of the said Apartment works out more than the aforesaid agreed consideration, as per the Income Tax Rule the difference in value of the agreed consideration and Market / Ready Reckoner Value the unit Allottee is bound to pay all the difference of Taxes, levies payable to Income Tax Department or Government Department as the case may be. The Promoters is not under any legal liability to pay such Taxes to the Government.
- 19) The Allottee shall pay to the Promoter, upon the execution of this agreement / before taking possession of the said Apartment for maintenance charges considering all the amenities (external/internal) line of lifts for buildings, common areas, security expenditure & maintenance of common facilities to be decided at the time of possession as per the prevailing cost i.e. approximately Rs.3.5/- per sq.ft. for a

period of _____ months/yrs in advance. Since the above mentioned is not a Deposit and is a consideration for service which will be rendered by us ("The Promoters"), GST at applicable rates (18% at present) which has to be paid by "The Allottee". No account/explanation for such expenditure will be given at the time of handover. The Promoters giving notice to the Apartment Allottees of their intention to handing over the charge of the management of the Society / Company / Association to an Ad-hoc Committee to be formed by the Apartment Allottees or transfer of the said land from the land owners in favour of the Society / Company / Association, whichever is earlier. The Promoter shall pay all outgoing in respect of the said land including all government rates, taxes, etc that may be levied by the government and charges and collector's bill's, electricity and water deposits, MSEDCL bills, insurance, common light, watchmen and sweeper's wages, sanitation, repairs, etc, more particularly and specifically mentioned in Sixth Schedule hereunder written and all other outgoing and expenses incidental to the management and maintenance of the said property from the aggregate amount received from all the Apartment Allottees. If the maintenance charges falls short of actual expenses then such an increase by the Promoters / Ad-hoc Committee / Society / Company / Association as they deem fit will be borne by Allottee/s. If the Apartment Allottee fails to pay maintenance charges to the promoters, it will be the responsibility of the Ad-hoc Committee / Society / Company / Association to collect the same from him and no such claim is to be made to the Promoters. Once the Promoters formed the Society/ Company / Association the said organization shall overall manage, control, supervise the monthly maintenance and expenditure for common activities by charging necessary monthly maintenance/one time maintenance as the committee may deemed fit and promoters shall not be responsible for the same after the formation and registration of the Society / Company / Association and handing over charge to the said committee.

- 20) The Allottee/s is/are aware that the Promoters shall be paying the maintenance, Municipal Taxes and all other outgoing in respect of the said land as also the common expenses of maintenance and management of the said property from the Maintenance collected at the time of Possession, until such time as the said property are conveyed in favour of the Society/Company/Condominium of all Apartment Allottee/s or until management of the said property is entrusted to an Ad-hoc Committee as mentioned in the last preceding clause for and on behalf of Allottees to pay all the outgoing regularly. In the event of default being committed by the Allottee/s herein or any of the Allottee/s of any other Apartment in "**ALCON ROYCE**" the Promoters shall not be bound to pay the outstanding for and on the behalf of the defaulting person and in the event of any essential supply being disconnected it shall be the responsibility of the Allottee/s herein and all the Allottee/s together who shall be deemed to be managers under the provision of the Maharashtra Ownership Apartments Act, 1963 in respect of the Apartment/units possessions whereof will be given by the Promoters.
- 21) Society Formation & Registration will be completed after completion of the entire project & Until the said property is transferred by the Promoters/Owners herein to the Society / Company / Association by execution of document/s of transfer as hereinafter provided and/or possession of the said land is delivered by the Promoters to the Society / Company / Association and intimation of the same is received by the Allottee/s from the Promoters, the Allottee/s shall be bound and liable to pay to the Promoters regularly and punctually all contribution and other amounts to be paid by the Allottee/s to the Promoters under this agreement and the Allottee/s shall not withhold any such payment to the Promoters, However if the Promoters in its absolute discretion so desire, they shall be entitled to entrust the management of the said land and the building thereon to an Ad-hoc Committee of the Apartment Allottee/s for looking after maintenance and management thereof only including collection and disbursement of contributions from the Allottees of Apartment/unit/s in the said building towards payments of outgoing and expenses referred to herein, then in such event, the Promoters shall not be under any obligation or liability to collect the said contribution or to pay the said outgoing and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment thereof or any matter concerning maintenance or management of the said

land and the building/s standing thereon and liabilities in that behalf shall be that of the said Ad-hoc Committee of the Allottees.

In the event of the management being entrusted as provided hereinabove, the rights so granted to the Ad-hoc Committee shall extend only to manage the said Land and the building standing thereon and the common areas thereof etc. and pay the outgoings. The entrustment of the management as aforesaid shall not affect the rights of the Promoters provided under this Agreement nor shall on the part of the Promoters be deemed to be a waiver of the rights of the Promoters under the Agreement.

- 22) The Allottee/s agree/s to sign and deliver to the Promoters before taking possession of the said Apartment and also thereafter all writings and papers as may be reasonably necessary and required by the Promoters for the formation and registration of the Society/Company or Association that may be formed.
- 23) Upon all the Apartment/unit s Allottee/s co-operating and executing papers the Promoters herein will form a Co-operative Housing Society or Private Limited Company or Condominium as the Promoters may think fit and proper. The Allottees of all Apartment/unit s in the said building, including the Allottee/s herein, shall join in such Society / Company or Condominium. The Allottee/s shall, within seven days from the Promoters calling upon him/her them to do so, execute all deeds, documents and papers for or in connection with the formation and registration of the said Society, Company or Association. The Allottee/s does/do hereby irrevocably accord his/her/their consent to the Promoters making additions and alterations in the application and all annexes or accompaniment for or in connection with the formation and registration of the Society Company, Condominium, Bye-law or Constitution or Rules thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Allottee/s as may be required by the authorities, concerned or as may desired by the Promoters to protect the rights and interest of the Promoters and the Allottee/s agree/s to be bound by the said additions and alterations and hereby covenants and undertakes not to take any objection or action in the matter or to do anything whereby the rights and the interest of the Promoters and/or Allottees of the Apartment/units may be affected, prejudiced and endangered in any manner or deemed so to be. The Allottees further agree/s to pay admission fees and share subscription amount for becoming member/s of the said Society, Company or Association.
- 24) The Allottees of all such Apartment/unit s shall be admitted as Members/Share holder of the said Society or Company or as members of the Condominium that may be formed with the same rights and the same benefits and subject to the same obligations as those of the Allottee/s and other members of such Society/Company/Association, as the case may be, without any reservation or conditions. No transfer fees premium or any other amount save and except nominal entrance fees, share money and other monies paid by all the Allottees at the time of formation, shall be charged from such Allottee/s.
- 25) It is hereby expressly agreed that the Allottee/s shall bear the Stamp Duty and Registration Charges payable on this Agreement and all documents executed by the Promoters in favour of the Co-operative Housing Society or Company of all the Apartment/ Apartment/unit Allottees in the "**ALCON ROYCE**" or on the Deed of Apartment which may be executed by the Consenting Party herein and the Promoters in favour of the Allottee/s in respect of the said Apartment agreed to be sold hereby.
- 26) The Promoters shall bear and pay the cost, charges and expenses for installation of a Transformer and high tension and low tension electric lines and cables on the said land as also of the system's strengthening charges levied by the MSEDCL. Also, the Promoters shall bear and pay the cost, charges and expenses for installation of a light meter for the said Apartment. However, the Apartment Allottees shall be liable to pay MSEB bills, from the date of connection & corporation taxes as & when demanded by the local authority in respect of his Apartment, irrespective of the date of actual possession or completion.

- 27) The complex in which the said Apartment is housed shall always be known as "**ALCON ROYCE**" and the name of the Society/Limited Company/Association to be formed shall bear the name of "**ALCON ROYCE**" as its first name and this name shall not be changed without the written consent of the Promoters.
- 28) The Allottee/s shall not let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal, with or dispose of the said Apartment or assign, underlet, or part, with his/her/their interest under this Agreement till all his/her/their dues of whatsoever nature owing to the Promoters are fully paid and only if the Allottee/s has/have not been guilty of breach for non-compliance of any of the terms and conditions of this Agreement and he/she/they have obtained previous consent in writing of the Promoters.
- 29) The Allottee/s agree/s and undertake/s on demand to do or execute or perform or deliver or cause to be done, executed and delivered all Acts, deeds, matters, things, letters, documents writings and papers as may reasonably be required by the Promoters for further, better or more perfectly effectuating or preserving the mutual rights of the Promoters and the Allottee/s or for securing the due fulfillment of the provisions thereof.
- 30) The Promoters may, at their discretion form either a Co-operative Housing Society under the Provisions of Maharashtra Co-operative Societies, Act, 1960 or a Limited Company under the provision of the Companies Societies Act, 1956 or a Condominium under the Apartment Ownership Act, 1970 of all the Allottees of Apartment/units. If the Promoters decide to form a Condominium the Promoters shall cause the Confirming party herein to execute and register a Declaration under section 2 of Maharashtra Apartment Ownership Act, 1970 submitting the said land under the provision of the said Act and thereafter, execute Deeds of Apartment in favour of each of Allottee of Apartment/unit s conveying assigning and transferring a proportionate undivided right, title and interest in or to the common areas and facilities of the complex constructed on the said land and of the said land itself. The Promoters shall join in execution of such Deeds of Conveyance of Deeds of Apartment, as the case may be for the Purpose of effectuating transfer of each Apartment/unit in favour of the respective Allottee thereof, in the case of formation of the Condominium of Apartment Owners.
- 31) All proportionate costs, charges and expenses in connection with the formation of the Society or Limited Company or Association as well as the cost of preparing, engrossing, Stamping and Registering all the Agreements, including this Agreement, conveyance, transfer deeds or any other document or document as required to be executed by the Promoters or Confirming Party as well as proportionate professional cost, charges and expenses payable for the same shall be paid by the Allottee/s immediately on demand. The Allottee/s shall pay the professional fees in respect of the document to be made and also in respect of the services rendered or to be rendered by the Promoters Advocate/Solicitors. The sum of Amount deposited with the Promoters by the Allottees as stipulated in **para 19** above, shall be applied for the purpose mentioned in these paragraphs. The Allottee/s undertakes/s to make additional payments towards the same, if required.
- a) The Allottee/s and the person or persons to whom the various premises shall have been transferred, assigned, allotted or given possession of, shall duly observe and perform all the rules, regulations and bye-laws of such Ultimate/Apex Body.
 - b) After the said building/s is/are complete and ready and fit for occupation and after the said Ultimate/Apex/ Body is formed and registered and after all the different premises in the said building have been sold and disposed of by the Promoters and after the Promoters have received all dues payable to the Promoters from the buyers of different/various premises in the said building the final transfer Deed/s of the said land the Apartment/unit constructed thereon shall be executed by the Promoters and the Owner in favour of such Ultimate/Apex Body and such Transfer Deed/s shall be in the form as may be prepared by the Advocates of the Promoters.
 - c) In the event of the Ultimate/Apex Body being formed or registered before the sale or disposal by the Promoters of all the premises in the said building or before the constructions of additional storey/s or structures or new structures which may be

constructed by the Promoters on the said land the powers and authorities of the said Ultimate/Apex Body so formed of the Allottee/s and the allottee/s of the other premises in the said building shall be subject to the overall control of the Promoters in respect of any of the matters concerning the said building and the said premises, the construction and completion thereof and all amenities appertaining to the same and in particular the Promoter shall have absolute authority and control as regards the disposal of the unsold premises including premises of which the Agreement are cancelled at any stage for some reason or other or the additional premises to be constructed on the said building on the said land and the allottee/s of such premises shall be admitted as constituents of the said Ultimate/Apex Body having the same rights and benefits and subject to the same obligations as the Allottee/s and other constituents of such Ultimate/Apex Body may be entitled to and without any reservation or conditions whatsoever and subject to payment only of their contribution of the share moneys, the outgoings etc. on the same basis and in the same proportion as may be payable by the other constituents of the said Ultimate/Apex Body and without payment of any premium or any transfer fees or other consideration of any nature whatsoever and the Allottee/s hereby agree/s to give consent to admit such allottee/s as constituents of such Ultimate/Apex Body without raising any objection whatsoever. The Promoters shall not be liable to bear or pay any amount or contribution or outgoing to the Ultimate/Apex Body in respect of such premises save and except only the Municipal Taxes payable in respect of the said unsold premises PROVIDED FURTHER that the Municipal Taxes payable or paid by the Promoters in respect of such unsold premises as aforesaid, the Promoters shall be entitled to apply for reduction of the Municipal Taxes leviable or levied in respect of such of such unsold premises on the ground of the same being unoccupied and also apply for and obtain refund of the Municipal Taxes, if any, paid by the Promoters in respect of the said unsold premises on account of the same being unoccupied AND FURTHER that in the event of such refund of the Municipal Taxes in respect of such unsold premises to the Ultimate / Apex Body then the Promoter shall be entitled to get the same paid over by the Ultimate / Apex Body and the Allottee/s shall not be entitled to raise any objection to the same and hereby gives his/her/its/their consent to the same.

- 32) The Allottees shall at his/her/their own has/have entered into this Agreement for Registration with the Joint Sub-Registrar of Assurance Haveli No.1 to 27, at Pune and forthwith inform the Promoters the Serial Number under which the same is lodged to enable the Promoters to admit execution of the same.
- 33) The Allottee/s hereby declares that he/she/they has/have entered into this Agreement after going through the same and with knowledge of terms and conditions herein contained.
- 34) Any delay or indulgence by the Promoters in enforcing the terms of the Agreement shall not be construed as waiver on the part of the Promoters 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 Promoters herein.
- 35) All letters, receipts, and/or notices issued by the Promoters dispatched under certificates of posting to the address of the Allottee/s mentioned hereinabove will be sufficient proof of receipt of the same by the Allottee/s and shall effectually discharge the Promoters, for this purpose the Allottee/s has/have given the address as mentioned in the title of this Agreement.

The Promoters may allow display of advertisement and hoarding sites in the said property and derive appropriate income there from in their own rights. The terraces on the Apartment/unit not attached to any Apartment/unit s or premises and which are not exclusively allotted to any particular Allottee shall always belong to the Promoters and they shall be entitled to deal with and dispose off rights pertaining hereto in such manner as they may deem fit. The exclusive or restricted terrace use allotted to a Apartment/unit Allottee shall always be subject to the Promoter's/ Society's right and authority to depute its representative to go to the terrace for regular checkup and upkeep, maintenance and for repairing the water storage tanks and lifts, TV / Dish antenna etc. at all reasonable times.

**THE FIRST SCHEDULE REFERRED HEREIN ABOVE
DESCRIPTION OF THE SAID LAND**

All that piece and parcel of land in Residential Zone lying, being and situated at revenue village Kondhwa Bk, Tal - Haveli, Dist - Pune & also within the local jurisdiction of Pune Municipal Corporation Pune, bearing (A) S. No. 19, Hissa No. 1/1A/1A/1/2/1, an area admeasuring 00 H. 19 R. assessed at 00 Rs. 30 Ps. (B) S. No. 19, Hissa No. 1/1A/1A/1/2/2, an area admeasuring 00 H. 05 R. assessed at 00 Rs. 10 Ps., (C) S. No. 19, Hissa No. 1/1A/1A/1/2/3, an area admeasuring 00 H. 16 R. assessed at 00 Rs. 30 Ps, (D) S. No. 19, Hissa No. 1/1A/1A/1/2/4, an area admeasuring 00 H. 10 R. assessed at 00 Rs. 20 Ps., (E) S. No. 19, Hissa No. 1/1A/1A/1/2/5, an area admeasuring 00 H. 05 R. assessed at 00 Rs. 10 Ps., (F) S. No. 20, Hissa No. 2, an area admeasuring 00 H. 27 R from Western Side out of entire area 00 H. 54 R (G) S. No. 19, Hissa No. 1/2, an area admeasuring 00 H. 01 R. (H) S. No. 19, Hissa No. 3/2, an area admeasuring 00 H. 01 R and after amalgamated Layout Plan new Survey No. 19/1/1A/1A/1/2/1+1/2/2+1/2/3+1/2/4+ 1/2/5+19/1/2 +19/3/2+20/2 total land area admeasuring 00 H. 84 R i.e. 8400 Sq. Mtrs. (which is inclusive of 1164.71 Sq. Mtrs of Amenity Space & an area admeasuring 635.22 Sq. Mtrs. under D. P. Road transferred to the Pune Municipal Corporation in lieu of the FSI) + TDR 212.00 Sq.mtrs + Slum TDR 293.11 Sq.mtrs bounded as under:

ON OR TOWARDS THE

- EAST** : By Land out of Sr. No. 20/2 & S. No. 19 (P)
SOUTH : By remaining Land out of Sr. No. 20/2 and S. No. 20/1 (P) owned by Mr. Bharara
WEST : By Land out of Sr. No. 20/1 (P) owned by Mr. Bharara and PMC North-South D.P. Road
NORTH : By Land out of Sr. No. 19(P) remaining land

**THE SECOND SCHEDULE REFERRED HEREIN ABOVE
DESCRIPTION OF THE SAID APARTMENT**

Apartment No. _____ is on _____ **Floor** in _____ Building of the Complex "**ALCON ROYCE**" & the Carpet Area of the Apartment including the area of balconies shall be _____ **Sq. Mtrs.** and Attached Terrace Carpet Area shall be _____ **Sq. Mtrs.** along with Parking No. _____ in the _____ location.

THE THIRD SCHEDULE REFERRED HEREIN ABOVE

Specifications –

Structure

- RCC Framed Structure with 6"/8" thick external walls & 4"/6" internal walls
- 2 Lifts for each building with Genset Backup

Doors & Windows

- Oil painted wooden doors and aluminum sliding windows

Wall Finishes & Paints

- Sand faced plaster for external walls with acrylic paint

Convenience & Comfort

- Adequate electrical point
- Telephone and cable TV provision

Flooring

- Vitrified/ceramic tile flooring with skirting

Kitchen

- Granite kitchen platform with stainless steel sink & 2' high wall tiling

Toilets

- Finest quality fitting
- Powder coated aluminum louvers with frosted glass

Balconies

- Antiskid ceramic flooring

**THE FOURTH SCHEDULE REFERRED HEREIN ABOVE
COMMON AREAS & FACILITIES**

- A) Attractive Entrance Gate & Security Cabin.
- B) Recreation center.
- C) Swimming pool & baby pool.

All rights to the above shall at all times remain with the Promoters. These common areas & facilities shall be used & enjoyed by all the present & future Allottee/s in the said property at the sole discretion of the Promoter.

NOTE: Common Areas & Facilities shall be for the entire project to be carried out by the Promoter and not limited for any particular building or cluster or phase wise project and the Apartment/unit Allottee shall not object or having any right to object the same.

LIMITED COMMON AREAS

Any common area shall be first governed by any preferential allotment by the Promoter in writing. The remaining limited common area shall be in accordance with the following guidelines.

- A. Partition walls between the two Apartments shall be limited common property of the said two Apartments. However the external walls & the partition walls between the Apartments & common areas shall be the property of the Promoter and/or the Ultimate Apex Body.
- B. Terraces adjoining the Apartments, upto the inside ceiling level of that Apartment, shall exclusively belong to such respective Apartments, if so specifically allotted by the Promoter.

Incase of any dispute regarding above, the decision of the Promoter in this regard shall be final & binding on all the Allottee/s.

**THE FIFTH SCHEDULE REFERRED HEREIN ABOVE
PAYMENT INTERVALS**

No	Payment Amount	Stage of Interval
A)	Rs. _____/- Rupees: _____ Only.	On execution of this agreement, the payment and receipt whereof the Promoter hereby admit and acknowledge.
B)	Rs. _____/- Rupees: _____ Only.	To be paid to the Promoter on/before _____ vide Cheque no. _____ drawn on _____.
	Total Rs. _____/- Rupees: _____ Only.	Agreement value.

Note: It is expressly agreed that for each of the above payments time is the essence of the contract. It is made clear and agreed by and between the parties hereto that the Promoters shall not be bound to follow the chronological order of any of the above said stages/installments and that the Promoters shall be completely at liberty to choose the chronology of the respective stages of the construction. The Promoters are also entitled to merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment.

(That the Service Tax, VAT, GST as applicable on Agreement Value as per the Budget 2010 or amended from time to time till the date of giving possession shall be paid by the Allottee through the Promoters to the Govt. as and when demanded by the Promoters.)

**THE SIXTH SCHEDULE ABOVE REFERRED TO
COMMON EXPENSES AND OUTGOINGS**

- A) Towards repairs & maintenance of common areas and facilities.
- B) Wages of watchmen, sweeper etc. only for common areas.
- C) Insurance only for common areas.
- D) Revenue Assessment.
- E) Municipal Taxes only for common area.

- F) Electricity and water charges only for common areas & facilities.
- G) Supervision charges.

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

SIGNED, SEALED AND DELIVERED BY
THE WITHNAMED Promoters / Builders
& Developers **Alcon Realtors**
A Partnership Firm through its Partner

Mr. Rajesh Jagdishprasad Agarwal

PARTY OF THE FIRST PART

In the presence of

1. Sign. :
Name :
Address :

2. Sign. :
Name :
Address :

SIGNED, SEALED & DELIVERED BY THE
WITHINNAMED ALLOTTEE/S

Mr. _____

PARTY OF THE SECOND PART

In the presence of

1.

2.

Received on or before the execution of these presents from
Allottee/s sum of _____/-

Rupees _____ Only

being the amount within expressed to have been paid
by him / her / them to us on or execution hereof.

WE SAY RECEIVED "PROMOTERS/OWNERS"

Alcon Realtors Through its partner,

Mr. Rajesh J. Agarwal
