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//SHREE GAJANAN PRASANNA//

AGREEMENT FOR SALE

This AGREEMENT FOR SALE made and executed at Pimpri Chinchwad, Pune on this 9th day of January 2020.

BETWEEN

M/S. NIRMAN VENTURE

A Partnership firm registered under the Indian Partnership Act, 1932 having office at: S. No. 83/1/1P, Katraj-Dehu Road, near Sentosa Resort, Maval, Pune 412101., PAN NO. : AALFN8862C and its Partners, 1) Mr. Bhushan Rajiv Agarwal, Age: - 33 Years, Occ: - Business, PAN No. AKXPA1322J 2) Mr. Pratik Sunil Agarwal, Age: - 26 Years, Occ: - Business, PAN No. : BBBPA2508L, 3) Mr. Balasaheb Tukaram Taras, Age: - 59 Years, Occ: - Business, PAN No.: AANPT0181G, 4) Mr. Sunil Rameshwardas Agarwal, Age: - 53 Years, Occ: - Business, PAN No.: AARPA2423J, 5) Mr. Ajinkya Kantilal Kalokhe, Age: - 24 Years, Occ: - Business, PAN No.: DZSPK2836J

Through its Authorized signatory partner

MR. BHUSHAN RAJIV AGARWAL,

Age: - 33 Years, Occ: - Business,

PAN No. **AKXPA1322J**

R/at :- Flat No. 602, Pinnacle A,

“The Woods” waked, Pune -411057.

HEREINAFTER CALLED AS "**PROMOTER/DEVELOPER**" [Which expression shall unless it be repugnant to the context shall mean and include themselves, their successors, heirs, executors, partners, administrators and assigns]

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

AND

1. MR. _____

Age: ____ years, Occupation: _____

PAN no.: _____

Adhar Card No: _____

2. MRS. _____

Age: ____ years, Occupation: _____

PAN no.: _____

Adhar Card No: _____

Both Residing at: _____

HEREINAFTER REFERRED TO AS “**THE FLAT PURCHASER/S/ALLOTEE/S**”
[Which expression unless repugnant to the context or meaning there of shall mean and include himself, their successor, heirs, executors, administrators and assigns]

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

1. **Mr. Maruti Krishna @ Kisan Sandhbhor**
Age:- 72 years, Occ:- Farmer,
Pan Card No. DJIPS5550K
..... **Legal owner of land**
2. **Mr. Shivaji Maruti Sandhbhor**
Age:- 50 years, Occ:- Farmer,
Pan Card No. BNGPS1810L
3. **Umesh Shivaji Sandhbhor**
Age:-years, Occ:- Education,
Pan Card No.
4. **Miss Pooja Shivaji Sandhbhor**
Age:- years, Occ:- Education,
Pan Card No.
5. **Vaibhav Shivaji Sandhbhor**
Age:- years, Occ:- Education
Pan Card No.
3, 4 and 5 are minors through their legal guardian Mr. Shivaji Maruti Sandhbhor
6. **Mrs. Kamal Shivaji Sandhbhor**
Age:- 45 years, Occ:- Education,
Pan Card No. DJIPS5281P
7. **Miss Palavi Shivaji Sandhbhor**
Age:- 24 years, Occ:- Education,
Adhar Card No. 7269 5974 6454
-----**legal heirs of the owner i.e. Consenting party of property no.IA**
8. **Mrs. Vandana Ravindra Balwadkar**
Age:-46 years, Occ:- Education,
Pan Card No.BCGPB2773N

-----**Hereinafter referred to as Development Rights holder and POA Holder of Original Owner of property No. 1/B**
9. **Mr. Ravindra Balasaheb Balwadkar**
Age:- 52 years, Occ:- Business,
Pan Card No.AAOPB8868P
10. **Miss Sneha Ravindra Balwadkar**
Age:- 28 years, Occ:- Education,
Pan Card No.BODPB8510G
11. **Miss Pradnya Ravindra Balwadkar**
Age:- years, Occ:- Education,
Pan Card No.BODPB8280B
12. **Master Vaibhav Ravindra Balwadkar**

Age:- 25 years, Occ:- Education,
Pan Card No.BNDPB0902K

-----**Hereinafter referred to as Legal heirs of Development Rights Holder i.e. "Consenting Party" of Development Rights holders of property No. 1/B Through their POA holder**

MR. BHUSHAN RAJIV AGARWAL,

Age: - 33 Years, Occ: - Business,
PAN No. AKXPA1322J,
"The R/at:-Flat No. 602, Pinnacle A,
Woods" waked, Pune -411057
HEREINAFTER CALLED AS "**Owners/Consenting Party/ Development Rights Holder**" (Which expression shall unless it be repugnant to the context shall mean and include themselves, their successors, heirs, executors, administrators, partners and assigns)

-----**PARTY OF THE THIRD PART**

WHEREAS All the piece and parcel of land in the residential zone bearing Survey No. 83, Hissa No. 1/1, admeasuring total area about 04 Hector 80 R assessed at 14 Rupees 57 paise out of that 3717.44 sq. mtrs i.e. 40000 sq. ft. Thereabout situated at village Kivale, Taluka- Haveli, District Pune and within the limits of Pimpri Chinchwad Municipal Corporation and Sub Registrar Haveli, Pune is bounded as under;

On or towards the East : By Service Road of Katraj – Dehu National Highway 4
On or towards the South : By property of Mr. Sachin Ramesh Sandbhor and 10 ft. Road out of same survey no.
On or towards the West : By remaining property of Mr. Maruti Krushna Sandbhor
On or towards the North : By Property of Mr. Dattu Krushna Sandbhor.

.....Hereinafter referred to as the said "Entire Land" and more particularly described in SCHEDULE I written hereunder.

That said property/entire land of survey 83/1 was originally owned by Mr. Krishna Vitthu Sandhbhor prior to the year 1985 as per record of 7/12 extract of year since 1943 to 1985.

Thereafter Mr. Krishna Vitthu Sandhbhor died on 13/02/1985, and after death of Late Mr. Krishna Vitthu Sandhbhor, the names his legal heirs i.e. Mr. Maruti Krushna Sandbhor (Son) , Mr. Dattu Krushna Sandbhor (Son), Mr. Kanhu Krushna Sandbhor (Son), Mr. Appa Krushna Sandbhor(Son), Mrs. Baydabai Bajirao Gaikwad (Daughter) and Mrs. Pushpa Pandit Jadhav (Daughter) has been recorded on 7/12 extract vide mutation entry no. 2727.

That thereafter by Release Deed dated 03/04/2010 the said Mrs. Baydabai Bajirao Gaikwad and Mr. Balu Pandit Jadhav, Mr. Chandrakant Pandit Jadhav, Mrs. Chhaya Pandit Jadhav, Mrs. Janabai Rahul Sawant and Mrs. Naina Raju Kedari (legal heirs of Late Pushpa Pandit Jadhav) released their share in the land at survey No. 83/1/1 and 93/4 in favour of Mr. Maruti Krushna Sandbhor and the said Release Deed was duly registered in the Sub Registrar Haveli No.14 at Serial No.2992/2010 on 03/04/2010. In furtherance of same their names were deleted from the 7/12 extract vide Mutation Entry No. 10766.

AND WHEREAS by Development Agreement dated 21/02/2007 the said 1)Mr. Maruti Krushna Sandbhor,2)Mrs. Phulabai Maruti Sandbhor and 3) Mr. Shivaji Maruti Sandbhor assigned development rights of land admeasuring about **929.36 sq.mtr.** out of his undivided share in the said land in favour of Mrs. Vandana Ravindra Balwadkar and the said Development Agreement was duly registered in the Sub Registrar Haveli No.17 at Serial No. 1607/2007 and Power of Attorney dated 21/02/2007 was duly registered in the Sub Registrar Haveli No.17 at Serial No. 1608/2007 and hence, by virtue of the said Power of Attorney, Mrs.Vandana Ravindra Balwadkar have all right to deal with or transfer the aforesaid land which is more particularly mentioned/described in the **Schedule-IB.**

AND WHEREAS Mrs. Phulabai Maruti Sandbhor was died on 06/01/2011 leaving behind him Mr. Maruti Krushna Sandbhor (husband) and Mr. Shivaji Maruti Sandbhor (son) as her legal heirs as per self-declaration given by Mr. Maruti Krushna Sandbhor.

AND WHEREAS by Development Agreement dated 24/06/2015 the said Mrs. Vandana Ravindra Balwadkar with her legal heirs 1) Mr. Ravindra Balasaheb Balwadkar, 2)Miss. Sneha Ravindra Balwadkar, 3)Miss Pradnya Ravindra Balwadkar, 4) Mr. Vaibhav Ravindra Balwadkar, with the consent of legal owner Mr. Maruti Krushna Sandbhor with Mr. Shivaji Maruti Sandbhor assigned development rights of land admeasuring about 929.36 sq.mtr. i.e. 10000 sq. ft. out of said land in favour of M/s. Nirman Venture and hence the said Development Agreement was duly registered in the Sub registrar Haveli No.18 at Serial No. 4824/2015 dated 24/06/2015 with power of Attorney dated 24/06/2015, which was duly registered in the Sub registrar Haveli No. 18 at Serial No. 4825/2015.

Thereafter Mr. Maruti Krushna Sandbhor, with the consent of 1)Mr. Shivaji Maruti Sandhbhor, 2)Mast. Umesh, 3)Miss Pooja & 4)Mast. Vaibhav Shivaji Sandhbhor are minors through their legal guardian Mr. Shivaji Maruti Sandhbhor, 5) Mrs. Kamal Shivaji Sandhbhor and 6) Miss Pallavi Shivaji Sandbhorhad assigned development rights in respect of said land / said property bearing Survey No. 83/1/1 area admeasuring 2788.07 sq. mtrs i.e. 30000 sq.ft.; by executing development Agreement & Power of Attorney in favour of M/s. Nirman Venture and hence the said Development Agreement was duly registered in the Sub registrar Haveli No.24 at Serial No. 5301/2015 dated 29/06/2015 with power of Attorney dated 29/06/2015, which was duly registered in the Sub registrar Haveli No. 24 at Serial No. 5303/2015.

AND WHEREAS that in the aforesaid manner the said M/s. Nirman Venture through their partners acquired development rights of the entire land which is more particularly describe in schedule I. ;

AND WHEREASM/s. Nirman Venture obtained Environment Clearance Certificate on 15/11/2018,vide order bearing no. 3/kavi/398/2018 from Pimpri Chinchwad Municipal Corporation

AND WHEREAS by Correction Deed cum Supplementary Agreement dated 08/06/2018 made in relation to the Development Agreement dated 24/06/2015 was duly registered in the Sub registrar Haveli No.18 at Serial No. 4824/2015 and accordingly the said construction premises given to the land Owners was corrected i.e. 7500 sq. ft. and handed over the same to the landowners within the 38 month and said 38 month consider from after obtaining N.A. Permission from the concern Authority.

That the aforesaid changes was corrected by the Correction Deed cum Supplementary Agreement which was duly registered in the office of Sub Registrar Haveli No. 5, at serial no. 4228/2018.

AND WHEREAS by Supplementary Agreement dated 25/07/2018 made in relation to the Development Agreement dated 29/06/2015 was duly registered in the Sub registrar Haveli No.18 at Serial No. 5301/2015 and accordingly it is mutually decided between the parties that by using FSI promoter agreed to give 45 % constructed residential premises and 2 shop in front of the main road to the land owner and also agreed to give Easementary Rights i.e. 4 ft. road from the side margin to the land owner that the aforesaid changes was corrected by the Supplementary Agreement which was duly registered in the office of Sub Registrar Haveli No. 5, at serial no. 5514/2018.

AND WHEREAS the Pimpri Chinchwad Municipal Corporation has sanctioned the building layout and the plans for construction of the buildings for commercial/residential/units on the said entire land vide initial sanction bearing outward No. BP/Kiwale/55/2019 dated 28/06/2019.

AND WHEREAS the Collector of Pune, District Pune certified about classification of the land, tenure and rate of assessment for the residential vide his Order bearing No. Jamin/NA/SR/471/2019 dated 07/11/2019 under the provisions of Section 44 of the Maharashtra Land Revenue Code, 1966 in respect of the said Entire land i.e. area about 3717.44 sq.mtr. i.e. 40000 sq. ft. (3408.08 sq. mtrs. after deducting road area 309.36 sq.mtrs.) and shall hereinafter be referred to as the said "Entire Land" and more particularly described in SCHEDULE - I (entire project Land Area after deducting the portion earmarked for Road) hereunder.

AND WHEREAS the Promoter/developer are in possession of the entire project land. AND WHEREAS the Promoters proposed to construct on the entire project land and the project named and styled as "**NIRMAN MILESTONE**".

The Entire Land shall hereinafter wherever the context so permit collectively be referred to as the said "**PROJECT LAND**"

AND WHEREAS by virtue of the aforesaid document the Promoter/developer being the absolute owner/developer thereby alone have the sole and exclusive right to sell the units in the said building/s to be constructed by the Promoters on the said project land and to enter into Agreement/s with the allottee(s) of the units to receive the sale price in respect thereof;

AND WHEREAS the Promoters have registered the Project “**NIRMAN MILESTONE**” under the provisions of the Real Estate (Development and Regulation) Act, 2016 with the Real Estate Regulatory Authority at no. P52100022161 dated 04/09/2019; and whereas the said registration valid for a period commencing from 04/09/2019 and ending with 31/12/2022 and authenticated copy is attached in Annexure ‘E.’

As stated above the Promoter/Owner has got approved from the concerned local authority the plans, specifications, elevations, sections and details of the said building/s.

The promoter hereby specifically informs the allottees as follows:

(i) Covenants affecting the said property: There are no covenants affecting the said property

(ii) Impediments attached to the said property: There are no impediments attached to the said property.

(iii) Number and Area occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property: There are no tenants in the said property.

(iv) Details of illegal encroachment on the said property: There is no encroachment on the said property.

(v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained: The N.A. permission has been obtained from the Revenue Authority and particulars thereof are stated hereinabove.

(vi) Details of mortgage, lien, or charge on the said property: There is no mortgage or lien on the said property.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals herein above;

AND WHEREAS the Allottee is offered an Apartment/flat bearing number ----- on the-----Floor, (herein after referred to as the said “Flat/Unit”) in the ----- (herein after referred to as the said “Building”) being constructed on the Entire Land of the said project, by the Promoter.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

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

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Flats in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter and Vendor has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been shown to purchaser/allottee.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment/Flat agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure "D"**.

AND WHEREAS the Promoter has got some of the approvals from the concerned

local authority(s) to 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 Certificate or Occupancy Certificate of the said Building.

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

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plan.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an **Flat No. ---on-----Floor in Building** being constructed on the **Project Land** of the said Project.

AND WHEREAS the carpet area of the said Flat is -----Sq.Mtrs. and Enclosed Balcony area -----Sq.Mtrs. and Attached Terrace area----- Sq.Mtrs.; and "Carpet Area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace are appurtenant to the said Apartment for exclusive use of the Allottee, but includes the are covered by the internal partition walls of the apartment/Flat.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs.-----/- (Rupees-----Only)**, being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat with the Allottee, being infact the represents and also to register said Agreement under the Registration Act, 1908.

AND WHEREAS, 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 hereby agrees to purchase the Apartment/Flat.

AND WHEREAS, The promoter has adopted the specimen format provided in Annexure A of the rules provided in the Maharashtra Real Estate (Regulation and Development) Registration of Real Estate Projects, registration of real estate agents, rates of interests and disclosures on web site) rules 2017. The area of the apartment / flat is stated as per the definition of carpet area stated in Section 2 (k) of the Act. So also, the balcony and terrace attached to the flat even though not included in the definition of carpet area is stated separately.

The promoter has executed agreement with their purchasers before the commencement dates in the standard format prescribed under the Maharashtra Ownership Flats (Promotion of Construction, Sale, Management, Transfer) Act, 1963.

The promoter is executing the agreements with the purchasers including the present purchaser in the standard format prescribed by the rules under the present Act.

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

1. a) The Promoter shall construct 5(Five) buildings out of which one is commercial building, and other four buildings are residential out of which building A and B each **having Parking Floors and Five (5) upper floors and building C and D each having Parking Floors and One Upper Floor in the project land** in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment/Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

b) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Flat is ----- Sq.Mtrs., and Enclosed Balcony area ----- Sq.Mtrs.; and Attached Terrace are-----Sq.Mtrs., on -----Floor in the Building-----** (hereinafter referred to as "the Apartment/Flat" written in Schedule III hereunder) as shown in the Floor plan thereof hereto annexed and marked Annexures "D2" for the consideration of **Rs. - -----/- (Rupees ----- Only)** including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

c) The Allottee has paid on or before execution of this agreement a sum of **Rs.- -----/- (Rupees ----- Only)** as advance payment or application fee as under

Rs. -----/- Rs. -----only paid by way cheque no. ----- drawn on-----Bank dated --/--/2019 and vendor/promoter acknowledge the same

And hereby agrees to pay to that Promoter the balance amount of **Rs.----- /-(Rs. ----- Only)** in the following manner :-

IT IS EXPRESSLY AGREED THAT

Stages	% Payment
On Booking	10%
On /after execution of Agreement	10%
On completion of Plinth.	7.5%
On completion of 1 st slab	7.5%
On completion of 2 nd slab	7.5%
On completion of 3 rd slab	7.5%
On completion of 4 th slab	7.5 %
On completion of 5 th slab	7.5%
On completion of 6 th slab	7.5%
On Completion of Brick work of the said flat	7.5%
On Completion of Tiles and Plaster of the said flat	7.5%
On Completion of first coat of paint of the said flat	7.5%
Before possession (15 days)	5%
Total	100%

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/Owners shall not be bound to follow the chronological order of any of the above said stages/installments and that the Promoters/Owners shall be completely at liberty to choose the chronology of the respective stages of the

construction. The Promoters/Owners are also entitled to merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment.

d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, General Sales Tax (GST), Service Tax, and Cess or any other similar taxes which may be levied, as per the presently applicable laws, or laws as may be in-force at the relevant time, or laws given retrospective effect in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment/Flat.

e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time.

The Promoter undertakes and agrees that while raising a demand on the Allottee 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, which shall only be applicable on subsequent payments.

f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter.

If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee 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 allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

g) The Allottee 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 undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note: Each of the installments mentioned in the above shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

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

i) Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment/Flat to the Allottee 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 shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan").

2. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **3408.08Sq.Mtrs.** only and Promoter has planned to utilize Floor Space Index of **6500Sq.Mtrs.** by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of **6500Sq.Mtrs.** as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment/Flat based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

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

b) Without prejudice to the right of promoter to charge interest in terms of sub clause 4.a) above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee 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 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, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Schedule -IV**, annexed hereto .or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee 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 to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

However, in such a case of termination by the promoter, the promoter shall not be liable to pay interest to the purchaser.

3. The Vendor or Promoter shall give possession of the Apartment to the Allottee on or before _____ on receipt of full and final payment from promoter. If the Promoter fails or neglects to give possession of the Apartment/Flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of -

(i) any war, civil commotion or act of God ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

4. **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Flat, to the Allottee in terms of this Agreement to be taken within 3(three months from the date of issue of such notice and the Promoter shall give possession of the Flat to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter.

The Allottee agree(s)to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

b) The Allottee shall take possession of the Flat within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

5. a)**Failure of Allottee to take Possession of Flat:** Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the Apartment/Flat from the Promoter by executing necessary

indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment/Flat to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

d) If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

6. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.

a) The Allottee along with other allottee(s) of Apartments in the building shall join informing and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any; changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other Competent Authority.

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

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

d) Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s.

Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of out goings as may be determined.

The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter a monthly charges as per decide by the time as per actual expenditure calculated on the basis of area of the Flat/Apartment towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and said charges will be paid by the allottee to the Promoter until a conveyance/assignment of lease/deed of the structure of the building or wing isexecuted in favour of the society or a limited company as aforesaid. The Allottee shall pay to the Promoter a sum of Rs.10,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter.

7. At the time of registration of conveyance or Lease of the structure of the building orwing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Bodyor Federation on such conveyance or lease or any document or instrument of transfer inrespect of the structure of the said land to be executed in favour of the Apex Body or Federation.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law.
Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land 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 Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee 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 project land, including the Project and the

said Apartment/Flat which will, in any manner, affect the rights of Allottee under this Agreement;

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

ix. At the time of execution of the conveyance deed of the structure to the association of allottees 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 project land and/or the Project except those disclosed in the title report.

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

i. To maintain the Apartment at the Allottee's own cost in good and tenant able 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 in this behalf, the Allottee 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 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 committing any act in contravention of the above provision, the Allottee 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 tenable 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, Paredis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land 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 project land 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 for any purposes other than for purpose for which it is sold.

ix. The Allottee 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 to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said 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 shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation 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. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment/Flat is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

10. The Promoter shall maintain a separate account in respect of sums received (if any) by the Promoter from the Allottee as advance or deposit, sums

received on account of the share **capital** for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

11. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee 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 said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as herein before mentioned.

12. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Flat and if any such mortgage or charge is made or created the not withstanding 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 who hastaken or agreed to take such Apartment/Flat.

13. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due assitupulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee 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 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 for rectifying the default, which if not rectified within 15 (fifteen) daysfrom the date of its receipt by the Allottee, application of the Allottee shall betreated as cancelled and all sums deposited by the Allottee in connection there within including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

14. ENTIRE AGREEMENT

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

15. RIGHT TO AMEND

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

16. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES

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

17. SEVERABILITY

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

18. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVERREFERRED TO IN THE AGREEMENT

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

19. FURTHER ASSURANCES

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

20. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee 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.

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

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

Name of Allottee and Allottee's Address

1)MR. -----
2)MRS. -----
Both R/at: -----.

AND

M/s. Nirman Venture Through its
Authorized signatory partner
MR. BHUSHAN RAJIV AGARWAL,
Age: - 33 Years, Occ: - Business,
PAN No. AKXPA1322J
Flat No. 602, Pinnacle A,
“The Woods” waked, Pune -411057.

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

23. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee 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.

24. Stamp Duty and Registration :-

The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

25. Dispute Resolution:-

Any dispute between parties shall be settled amicably. In case of failure to settled 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.

26. GOVERNING LAW

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

**SCHEDULE –I
(ENTIRE LAND)**

All the piece and parcel of land in the residential zone bearing Survey No. 83, Hissa No. 1/1, admeasuring total area about 04 Hector 80 R assessed at 14 Rupees 57 paise out of that 3717.44 sq.mtr. i.e. 40000 sq. ft. There about situated at village Kivale, Taluka- Haveli, District Pune and within the limits of Pimpri Chinchwad Municipal Corporation and Sub Registrar Haveli, Pune is bounded as under;

On or towards the East : By Service Road of Katraj – Dehu National Highway 4
On or towards the South : By property of Mr. Sachin Ramesh Sandbhor and 10 ft. Road out of same survey no.
On or towards the West : By remaining property of Mr. Maruti Krushna Sandbhor
On or towards the North : By Property of Mr. Dattatray Krushna Sandbhor.

Herein above collectively referred as “**The Said Property / Said Land**”

SCHEDULE II

DESCRIPTION OF THE SAID LAND

A) All the piece and parcel of land in the residential zone bearing Survey No. 83, Hissa No. 1/1, admeasuring total area about 04 Hector 80 R assessed at 14 Rupees 57 paise out of that 2788.07 sq. mtrs. i.e. 30000 sq. ft. i.e., Village Kivale, Taluka Haveli, District Pune, within the limits of Pimpri Chinchwad Municipal Corporation, and which land is bounded as follows:

On or towards the East : By property of Mr. Balwadkar.
On or towards the South : By property of Mr. Sachin Ramesh Sandbhor.
On or towards the West : By remaining property of Mr. Maruti Krushna Sandbhor.
On or towards the North : By Property of Mr. Dattatray Krushna Sandbhor.

B) All the piece and parcel of land in the residential zone bearing Survey No. 83, Hissa No. 1/1, admeasuring total area about 04 Hector 80 R assessed at 14 Rupees 57 paise out of that 929.37 sq. mtrs. i.e. 10000 sq. ft., Village Kivale, Taluka Haveli, District Pune, within the limits of Pimpri Chinchwad Municipal Corporation, and which land is bounded as follows:

On or towards the East: By Service Road of Katraj – Dehu National Highway 4
On or towards the South : By 10 ft Road out of Survey No. 83
On or towards the West : By Remaining property of Mr. Maruti Krushna Sandbhor.
On or towards the North : By Property of Mr. Datta Krushna Sandbhor.

SCHEDULE- III

OF THE APARTMENT / FLAT

The Purchaser/s hereby agrees to purchase from the Promoter /Owner and the Promoter /Owner hereby agrees to sell to

the Purchaser/s

FLAT NO. -
FLOOR -
BUILDING/WING -
CARPET AREA -

[Calculated as per Section 2(k) of The Real Estate (Regulation and Development) Act 2016]

This Apartment / Flat above carpet area is along with

Enclosed Balcony area _____ Sq. Mtrs.

Attached Terrace area _____ Sq. Mtrs.

The project is called “**NIRA MILESTONE**”

SCHEDULE- IV ABOVE REFEREED TO:

➤ **AMENITIES:**

Project Amenities:

- Entrance Gate
- Lift

Modern Amenities:

- Landscape Garden

Green Services:

- Rain Water Harvesting
- Common UGWT / OHWT

➤ **SPECIFICATIONS**

➤ **STRUCTURAL**

- Earthquake resistant R.C.C. structure.
- 6" thick high quality masonry for external and 4" internal walls.
- sand- faced plaster for external walls.
- Sanla finish to all internal walls.

➤ **KITCHEN**

- Granite kitchen platform with stainless steel sink.
- One Power points for water purifier/fridge/ washing machine.

➤ **FLOORING AND WALL TILES**

- 2'x 2' Premium quality vitrified tiles for flooring.
- 12" x 18" Premium quality wall tiles for bathrooms/toilets up to lintel level
- 12" x 12" Antiskid tiles for bathrooms, terraces and balconies
- Anti skid tiles for parking area.

➤ **BATHROOMS / TOILETS**

- Concealed plumbing in CPVC / UPVC.
- C.P. fittings.
- All sanitary fittings.

➤ **DOORS AND WINDOWS**

- Water proof laminated flush door
- Toilet door frames made of green marble

Waterproof doors for bathrooms/toilets.

- Marble seal for windows.
- Three track powder coated aluminum windows with mosquito mesh.
 - M.S. Grills Provided for all windows.

➤ **ELECTRIFICATION**

- Concealed, fire-resistant copper wiring.
- Electrical points with premium modular switches.

- One Provision for TV, in living room,
- **PAINTING**
- **EXTERNAL** :-Apex paint.
- **INTERNAL**:-OBD paint.
- **COMPOUND WALL** :- ACE paint

SCHEDULE- V ABOVE REFERRED TO :

Here set out the nature, extent and description of common areas and facilities.

(Common facilities along with the proportionate share for the Said Apartment/Flat)

1. The underground and overhead water tanks and electric motor and pump, if any.
 2. The access and the approach to the building and the staircases.
 3. All the drainage lines, water lines, plumbing network throughout the building.
 4. Staircases/Landings and entrance area of all the Building/s.
 5. R.C.C. frame work of the Building/s.
 6. Plants and trees planted to be planted, if any in the open space.
 7. Common electric motors and water meters connected to the common lights water connections pump set etc.
 8. Light points on the internal road, light points outside the building and in the staircases as well as in the car park.
 9. Areas under the internal passages within said land.
 10. And open parking area.
- **COMMON FACILITIES:** -Entrance Gate.
 - Lift
 - Rain water harvesting and Plantation.

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

SIGNED & DELIVERED by the within
 Named **M/s. Nirman Venture through partner**
Mr. Bhushan Rajiv Agarwal,
 PROMOTERS/ DEVELOPER and as duly Constituted
 Power of Attorney of Owners/Confirming Parties.

PHOTO	SIGN	THUMB

SIGNED & DELIVERED by the within Named **Purchaser**

1) MR.-----

PHOTO	SIGN	THUMB

--	--	--

2)MRS. -----

PHOTO	SIGN	THUMB

WITNESSES:

1)Sign :	2) Sign :
Name :	Name :
Address :	Address :

ANNEXURE -A

Name of the Advocate	:Adv. Swapnil Agarwal
Address	:Devanand, Plot No. 76,Sector No. 27A, Pradhikaran, Nigdi, Pune- 411044.
RE.No	: .

TITLE CERTIFICATE

DESCRIPTION OF THE LAND PROPERTY:-All the piece and parcel of land in the residential zone bearing Survey No. 83, Hissa No. 1/1, admeasuring total area about 04 Hector 80 R assessed at 14 Rupees 57 paise out of that 3717.44 sq. mtrs. i.e. 40000 sq. ft. Thereabout situated at village Kivale, Taluka- Haveli, District Pune and within the limits of Pimpri Chinchwad Municipal Corporation and Sub Registrar Haveli, Pune is bounded as under;

On or towards the East	: By Service Road of Katraj – Dehu National Highway 4
On or towards the South	: By property of Mr. Sachin Ramesh Sandbhor and 10 ft. Road out of same survey no.
On or towards the West	: By remaining property of Mr. Maruti Krushna Sandbhor
On or towards the North	: By Property of Mr. Dattatray Krushna Sandbhor.

Hereinabove referred as “The Said Property / Said Land” and same is the subject matter of this Title Certificate.

2)On the basis of the documents provided to me which are more particularly mentioned in my title opinion dated 26/11/2018. I hereby certify that **M/s. Nirman Venture through partner Mr. Bhushan Rajiv Agarwal**, is the

promoter/developer of the said land and has right to develop the said land and to construct multi-storied building/s and to construct housing project thereon and to sell/transfer the apartment/flat/units in such construction and receive consideration thereof.

3) This Title Certificate is to be read only in conjunction with my Title –Opinion dated 26/11/2018.

Thus this Title Certificate is issued.

Dated:-26/11/2018

Place:- Nigdi, Pune.

Adv. Swapnil Agarwal

ANNEXURE B

(Copies of Property Card or extract of Village Forms VI or VII ad XII or any other revenue record showing nature of the title of the Vendor/Original owner/Promoter to the said land)

ANNEXURE -C

(Copies of the commencement certificate of the said land as approved by the concerned local authority)

ANNEXURE -D

(Copies of the plans and specifications of the buildings as approved by the concerned local authority)

ANNEXURE –D2

(Copy of the plan of the individual Flat)

Copy of the same attached herewith

ANNEXURE -E

Copy of the Registration Certificate of the Project under Maharashtra Real Estate Regulatory Authority