

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE MADE ON THISth DAY OF
.....,, AT PUNE, BETWEEN;

M/S. SHREE DEVELOPERS
A PARTNERSHIP FIRM REGISTERED UNDER THE PROVISIONS OF
INDIAN PARTNERSHIP ACT,
PAN: ABWFS3650D.
HAVING ITS REGISTERED OFFICE AT: F 2 /C, INDRARAJ
APARTMENT, 1180, SHIVAJI NAGAR, PUNE 411005.

THROUGH ITS PARTNER

MRS. MRUNALINI PRASHANT CHAVAN
AGE :- 42 YEARS, OCC :- BUSINESS,
RESIDING AT: F 2 /C, INDRARAJ APARTMENT,
1180, SHIVAJI NAGAR, PUNE 411005.

Hereinafter referred to as "THE DEVELOPER" and/ or "THE
PROMOTER" (which expression unless repugnant to the context or
meaning thereof, shall mean and include the firm, it's present
partners, the persons who may be admitted as partners in future and
the executors, administrators, transferees and assigns)..... **THE
PARTY OF THE ONE PART**

AND

- 1. MR. DATTATRAYA VITHU MURKUTE**
AGE :- 76 YEARS, OCC :- AGRICULTURIST
- 2. MR. KALURAM DATTATRAYA MURKUTE,**
AGE :- 38 YEARS, OCC :- AGRICULTURIST
BOTH ARE RESIDING AT: S.NO.35, BANER, TAL HAVELI,
DIST. PUNE.
- 3. MRS. YAMUNA AMRUT SALUNKHE,**
AGE :- 60 YEARS, OCC :- BUSINESS,
RESIDING AT: FLAT NO.20, B WING, NILGIGI HIGHTS,
SHIVAJI HSG. SOCIETY, PUNE 411016
- 4. MR. AVINASH ANNASAHEB POL,**
AGE :- 57 YEARS, OCC :- SERVICE
RESIDING AT: MARDI, TAL. MAAN, DIST SATARA.
- 5. MRS. KALPANA SURESH JADHAV**
AGE :- 46 YEARS, OCC :- HOUSEWIFE,
RESIDING AT: D-2/3-6, MILLENNIUM TOWER, SECTOR
NO.9, SANPADA NEW MUMBAI 400705.

6. **MR. SHARAD DATTAJIRAO JADHAV.**
AGE :- 47 YEARS, OCC :- SERVICE
RESIDING AT: AT. POST PUSEGAON, TAL. KHATAV,
DIST. SATARA.
7. **MRS. MRUNALINI PRASHANT CHAVAN,**
AGE :- 42 YEARS, OCC :- BUSINESS,
RESIDING AT: F 2 /C, INDRARAJ APARTMENT,
1180, SHIVAJI NAGAR, PUNE 411005.

Through their Power of Attorney Holder

M/S. SHREE DEVELOPERS
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THROUGH ITS PARTNER

MRS. MRUNALINI PRASHANT CHAVAN
AGE :- 42 YEARS, OCC :- BUSINESS,
RESIDING AT: F 2 /C, INDRARAJ APARTMENT,
1180, SHIVAJI NAGAR, PUNE 411005.

Hereinafter referred to as the **CONSENTING PARTY** (Which expression unless repugnant to the context or meaning thereof shall mean and include its partner for the time being constituting the firm their respective heirs, executors, administrators and assigns)

-----PARTY OF THE SECOND PART

AND

MR.
AGE: YEARS, OCC:
PAN.
RESIDING AT:

Hereinafter jointly and together referred to as "**THE PURCHASER/S**" (Which expression shall unless repugnant to the context shall mean and include his/her/their heirs, executors, administrators and assigns) ... **THE PARTY OF THE OTHER PART.**

WHEREAS all that piece and parcel of

- a. land admeasuring 00 H 4.3 Ares i.e. 430 Sq. Mtrs., out of land totally admeasuring 00 H 8.6 Aar,
- b. land admeasuring 4004 Sq.Ft i.e. 372 Sq.Mtrs., out of land totally admeasuring 00 H 21.83 Aar,
- c. land admeasuring 00 H 4.3 Ares i.e. 430 Sq. Mtrs., out of land totally admeasuring 00 H 8.6 Aar,
- d. land admeasuring 00 H 4.52 Ares i.e. 452 Sq. Mtrs., out of land totally admeasuring 01 H 79 Aar
- e. land admeasuring 00 H 2 Aars i.e. 200 Sq. Mtrs., out of land totally admeasuring 01 H 79 Aar,
- f. land admeasuring 00 H 2.52 Aars i.e. 252 Sq.Mtrs., out of land totally admeasuring 01 H 79 Aar,

All the above mentioned a to f land totally admeasuring 2136 Sq.Mtrs, situated at Baner, Taluka Haveli, Dist. Pune, which is within the Registration District Pune, Registration Taluka Haveli; (THE SAID ABOVE MENTIONED A TO F ARE HEREINAFTER JOINTLY AND COLLECTIVELY referred to as the "**SAID LAND / PROPERTY**") is owned by the Consenting party / Party of the Second part i.e. Mr. Dattatraya Vithu Murkute and others. The said Land is more particularly described in the First Schedule given hereunder.

AND WHEREAS all that piece and parcel of land bearing S.No.34, totally admeasuring 01 H 71.50 Ares, situated at Baner, Taluka Haveli, Dist. Pune. (HEREINAFTER REFERRED AS "SAID ENTIRE PROPERTY") was owned by Mr. Vithu Bala Murkute.

AND WHEREAS Mr. Vithu Bala Murkute died on 7.5.1941 leaving behind Raghu Vithu Murkute, Chandar Vithu Murkute, Dattatray (Dattu) Vithu Murkute, Trimbak Vithu Murkute, Popat Vithu Murkute, Hausabai Vithu Murkute as his only legal heirs. The name of Raghu Vithu Murkute was entered in the revenue records of the said land vide mutation entry No.729.

AND WHEREAS the all legal heirs of late Mr. Vithu Bala Murkute i.e. Raghu Vithu Murkute, Chandar Vithu Murkute, Dattatray (Dattu) Vithu Murkute, Trimbak Vithu Murkute, Popat Vithu Murkute have effected the partition in respect of the various properties. By virtue of the said partition the property bearing S.No.34/3 has allotted to Mr. Dattatray (Dattu) Vithu Murkute. The said fact is gathered from Mutation entry No.2781.

AND WHEREAS Mr. Dattatraya Vithu Murkute through POA Mr. Subhash Dattatraya Murkute sold the land admeasuring 00 H 8.6 Ares i.e. 860 Sq. Mtrs. to Mrs. Yamuna Amrut Salunkhe and Mr. Shriniwas

Govind Rahurikar vide Sale Deed dated 5.9.1995. The said Sale deed is registered in the office of Sub Registrar Haveli No.4 at the Sr.No.7748. The said fact is gathered from Mutation entry No.7961.

AND WHEREAS Mr. Shriniwas Govind Rahurikar release his share admeasuring 00 H 01 Ares i.e. 100 Sq. Mtrs. out of land totally admeasuring 00 H 8.6 Ares i.e. 860 Sq. Mtrs. out of S.No.34/3, situated at Baner, Pune in favour Mrs. Yamuna Amrut Salunkhe vide Release deed dated 21.2.2001. The said Release deed is registered in the office of Sub Registrar Haveli No.4 at the Sr.No.2218. Thus Mrs. Yamuna Amrut Salunkhe became absolute owner of land totally admeasuring 00 H 8.6 Ares i.e. 860 Sq. Mtrs. The said fact is gathered from Mutation entry No.16907.

AND WHEREAS Mrs. Yamuna Amrut Salunkhe sold the land admeasuring 00 H 4.3 Ares i.e. 430 Sq. Mtrs. out of land totally admeasuring 00 H 8.6 Ares i.e. 860 Sq. Mtrs. out of S.No.34/3, situated at Baner, Pune to Mrs. Mrunalini Prashant Chavan vide Sale deed dated 05.06.2010. The said Sale deed is registered in the office of Sub Registrar Haveli No.15 at the Sr.No.4210.

AND WHEREAS by virtue of the said Sale deed dated 05.06.2010 the remaining land admeasuring 00 H 4.3 Ares i.e. 430 Sq. Mtrs is remains in the name and possession of Mrs. Yamuna Amrut Salunkhe.

AND WHEREAS land admeasuring 4004 Sq.Ft i.e. 372 Sq.Mtrs., out of land totally admeasuring 00 H 21.83 Aar, bearing S.No.34/3 situated at Baner, Pune is owned by Mr. Dattatraya Vithu Murkute & Mr. Kaluram Dattatraya Murkute.

AND WHEREAS Mr. Dattatraya Vithu Murkute & Mr. Kaluram Dattatraya Murkute granted the Development rights in respect of the land admeasuring 4004 Sq.Ft i.e. 372 Sq.Mtrs., out of land totally admeasuring 00 H 21.83 Aar, bearing S.No.34/3 situated at Baner, Pune in favour of Mrs. Mrunalini Prashant Chavan vide Development Agreement dated 20.09.2010. The said Development Agreement is registered in the office of Sub Registrar Haveli No.19 at the Sr.No.8886.

AND WHEREAS Mr. Dattatraya Vithu Murkute & Mr. Kaluram Dattatraya Murkute also executed Power of Attorney dated 20.09.2010 in respect of the land admeasuring 4004 Sq.Ft i.e. 372 Sq.Mtrs., out of land totally admeasuring 00 H 21.83 Aar, bearing S.No.34/3 situated at Baner, Pune in favour of Mrs. Mrunalini Prashant Chavan. The said Power of Attorney is registered in the office of Sub Registrar Haveli No.19 at the Sr.No.8887.

AND WHEREAS land admeasuring 00 H 4.52 Ares i.e. 452 Sq. Mtrs., out of land totally admeasuring 01 H 79 Aar, bearing S.No.34/3, situated at Baner was owned by Mr. Dattatray (Dattu) Vithu Murkute.

AND WHEREAS Mr. Dattatray (Dattu) Vithu Murkute through POA Mr. Subhash Dattatraya Murkute sold the said land admeasuring 00 H

4.52 Ares i.e. 452 Sq. Mtrs., out of land totally admeasuring 01 H 79 Aar, bearing S.No.34/3, situated at Baner, Taluka Haveli, Dist. Pune to Mr. Avinash Annasaheb Pol vide Sale Deed dated 12.6.1995. The said Sale deed is registered in the office of Sub Registrar Haveli No.4 at the Sr.No.5236.

AND WHEREAS land admeasuring 00 H 2 Aars i.e. 200 Sq. Mtrs. + land admeasuring 00 H 2.52 Aars i.e. 252 Sq.Mtrs. totally admeasuring 00 H 4.52 Aar., out of land totally admeasuring 01 H 79 Aar, bearing S.No.34/3, situated at Baner

AND WHEREAS Mr. Dattatraya Vithu Murkute & Mr. Subhash Dattatraya Murkute sold land admeasuring 00 H 2 Ares i.e. 200 Sq.Mtrs., out of land totally admeasuring 01 H 79 Aar, bearing S.No.34/3, situated at Baner unto and in favour of Mrs. Kalpana Suresh Jadhav vide Sale Deed dated 12.6.1995. The said sale deed is registered in the office of Sub Registrar Haveli No.4 at the Sr.No.5237/95.

AND WHEREAS Mr. Subhash Dattatraya Murkute for self & as a POA for Mr. Dattatraya Vithu Murkute sold the land admeasuring 00 H 2.52 Ares i.e. 252 Sq.Mtrs. out of land totally admeasuring 01 H 79 Aar, bearing S.No.34/3, situated at Baner in favour of Mr. Sharad Dattajirao Jadhav vide Sale Deed dated 16.2.1995. The said Sale deed is registered at the Sr.No.5076 (5414).

AND WHEREAS the said land owner i.e. Mrs. Mrunalini Prashant Chavan granted the Development rights in respect of the land admeasuring 00 H 4.3 Ares i.e. 430 Sq. Mtrs. in favour of M/s. Shree Developers vide Development Agreement and Power of Attorney dated 20.12.2012. The said Development Agreement and Power of Attorney are registered in the office of Sub Registrar Haveli No.19 at the Sr.No.14319 and 14320 respectively.

AND WHEREAS the said land owner i.e. Mr. Dattatraya Vithu Murkute & Mr. Kaluram Dattatraya Murkute through POA Mrs. Mrunalini Prashant Chavan granted the Development rights in respect of the land admeasuring 4004 Sq. Ft i.e. 372 Sq.Mtrs.in favour of M/s. Shree Developers vide Development Agreement and Power of Attorney dated 20.12.2012. The said Development Agreement and Power of Attorney are registered in the office of Sub Registrar Haveli No.19 at the Sr.No.14321 and 14322 respectively.

AND WHEREAS the said land owner i.e. Mrs. Yamuna Amrut Salunkhe granted the Development rights in respect of the land admeasuring 00 H 4.3 Ares i.e. 430 Sq. Mtrs in favour of M/s. Shree Developers vide Development Agreement and Power of Attorney dated 20.12.2012. The said Development Agreement and Power of Attorney are registered in the office of Sub Registrar Haveli No.19 at the Sr.No.14323 and 14324 respectively.

AND WHEREAS the said land owner i.e. Mr. Avinash Annasaheb Pol granted the Development rights in respect of the land admeasuring 00 H 4.52 Ares i.e. 452 Sq. Mtrs in favour of M/s. Shree Developers vide Development Agreement and Power of Attorney dated 20.12.2012. The said Development Agreement and Power of Attorney are registered in the office of Sub Registrar Haveli No.19 at the Sr.No.14325 and 14326 respectively.

AND WHEREAS the said land owner i.e. Mrs. Kalpana Suresh Jadhav and Mr. Sharad Dattajirao Jadhav granted the Development rights in respect of the land admeasuring 00 H 2 Aars i.e. 200 Sq. Mtrs. + land admeasuring 00 H 2.52 Aars i.e. 252 Sq.Mtrs. totally admeasuring 00 H 4.52 Aar in favour of M/s. Shree Developers vide Development Agreement and Power of Attorney dated 20.12.2012. The said Development Agreement and Power of Attorney are registered in the office of Sub Registrar Haveli No.19 at the Sr.No.14327 and 14328 respectively.

AND WHEREAS the Developer i.e. M/s. Shree Developers has obtained permission for non agricultural use of the said Land from the Collector, Pune has granted vide Order dated 03.04.2013 bearing No.PMH/NA/SR/596/2012.

AND WHEREAS the developer i.e. M/s. Shree Developers through its Partner Mrs. Mrunalini Prashant Chavan have purchased the TDR admeasuring 445 Sq.Mtrs out of Development Rights Certificates bearing No.005301 totally admeasuring 42623 Sq.Ft from Mr. Vilaskumar Chandanmal Gandhi through POA Kapil Vilas Gandhi vide Deed of Transfer (For transfer and Utilisation of TDR) dated 05.06.2018, which is registered in the office of Sub Registrar Haveli No.23 at the Sr.No.8804.

AND WHEREAS the developer i.e. M/s. Shree Developers through its Partner Mrs. Mrunalini Prashant Chavan have purchased the TDR admeasuring 120 Sq.Mtrs out of Development Rights Certificates bearing No. 004501 admeasuring 8567.84 Sq.Mtrs from Kirtiwardhan Developers and Builders and Cityspace Developers LLP vide Deed of Transfer (For transfer and Utilisation of TDR) dated 05.06.2018, which is registered in the office of Sub Registrar Haveli No.23 at the Sr.No.8793.

AND WHEREAS by virtue of the said Development Agreement, Power of Attorney and Deed of Transfer (For transfer and Utilisation of TDR) the said owners are authorized and empowered to the Developer i.e. **M/s. Shree Developers** to develop, construct and evolve the "ownership Flat Scheme" over said Land and is also entitled and authorized to sell the flats / shops / offices and other tenements as may be constructed on the said Land to prospective purchaser. The said Promoter / Developer has the sole and exclusive right and authority to develop the said Land, construct buildings consisting of flats / shops / offices and other tenements and allot to the same to the prospective purchasers such units in such building/s constructed or to be constructed by the Developer on the said Land and to implement

the Scheme commonly known as Ownership Flats Scheme. The Promoter / Developer is also entitled and to enter into Agreement/s with the Purchaser/s of the flats / units / tenements / garages / apartments and to sell, lease, mortgage, allocate or otherwise alienate in whatsoever manner the same in the proposed scheme, to any persons of Promoter's choice and to enforce the rights or fulfill obligations there under and to receive the sale price of land and construction cost and/or consideration for granting of any such exclusive rights.

AND WHEREAS the Developer i.e. M/s. Shree Developers has prepared a layout and has amalgamated the said Land and has got approved and sanctioned the layout and building permission plans, specifications, elevations, sections and details of the buildings, Revised Building Plans and Plinth checking from Pune Municipal Corporation and Pune Municipal Corporation has accordingly issued Commencement certificate dated 16.05.2012 bearing No.CC/508/12 and Commencement corticated dated 19.08.2014 bearing No.CC/1529/14 respectively.

AND WHEREAS the Developer i.e. M/s. Shree Developers trough its partner Mrs. Mrunalini Prashant Chavan load the said TDR on the said land and accordingly obtained revalidation certificate from the PMC vide Commencement certificate dated 01.11.2018 bearing No.CC/2395/18 and revised it on 25/09/2019 bearing no. CC/1450/19. (hereinafter referred to as the 'said Commencement Certificate).

AND WHEREAS the Promoter has entered into an Agreement with an Architect registered with the Council of Architects and has also appointed a Structural Engineer for the preparation of the structural design and drawings of the building/s and the Promoter has accepted the professional supervision of the Architect and the Structural Engineer till the completion of the building/s. The Promoter herein has reserved the rights to change the Architect and the Structural Engineers as and when required during or before the completion of the building/s.

AND WHEREAS while sanctioning the said plans the 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 said Land and constructing the said buildings, upon due observance and performance of which only the Completion and Occupation Certificate in respect of the said buildings shall be granted by the concerned local authority.

AND WHEREAS the Promoter proposes to commence phase-wise construction of the said building/s on the said Land in accordance with the said plans.

AND WHEREAS the Promoter proposes to sell / allot the unit / flat / office/shop/tenement/Apartments on ownership basis and also

allocate rights of exclusive use pertaining to Open Space / Terrace / Garden or adjoining to certain flats in the said buildings and is/will be entering into separate Agreement for sale/allotment of such flats / shops/offices/tenements/apartments etc. and grant of exclusive rights if any, to various purchaser/s on such terms and conditions subject to such modifications as may be desired by the Promoter with a view that ultimately all such purchasers / allottees together shall form and incorporate Apartment Condominium (Hereinafter referred to as "**THE ORGANISATION**").

AND WHEREAS the Purchaser/s was / were interested in acquiring a flat / unit for his / her / their use. The Unit Purchaser/s demanded from the Promoter and the Promoter has given inspection of and furnished to the Unit Purchaser/s all the documents of title relating to the said Land, and the said Plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the "Said Act") and the rules made thereunder and the Purchaser/s has / have also acquainted himself / herself / themselves as regards the existing FSI being utilized / consumed and the right of the Promoter to utilize and consume the balance and / or additional FSI and T.D.R., as well.

AND WHEREAS the Promoter has registered the said project under the provision of the Real Estate (Regulatory & Redevelopment) Act 2016 with the Real Estate Regulatory Authority on _____ bearing No. _____

AND WHEREAS after verifying the title documents and various permissions and sanctions, the Purchaser/s has/have applied to the Promoter for allotment of the Flat bearing No....., on the **Floor**, of the scheme / project known as "**Bright Sky**" to be constructed on the said Land (Hereinafter referred to as the "**SAID UNIT**").).

AND WHEREAS the copies of extract of Village Forms VI, VII and XII showing the nature of the title of the Owners to the said Land on which the building/s are to be constructed, Certificate of Title issued by the Attorney-at-law or Advocate of the Promoter, the copy of N.A. Order and building permission and the copies of the plans of the Unit agreed to be purchased by the Purchaser/s approved by the concerned local authority, have been annexed hereto and marked Annexure "A", "B", "C", "D" and "E", respectively.

AND WHEREAS the Purchaser/s has/have agreed to purchase the said unit detailed in clause below and more particularly described in Second schedule herein and delineated on the Annexure E annexed hereto (hereinafter referred to or called as "**THE SAID UNIT / FLAT / APARTMENT**") and the Promoter has agreed to sell to the Purchaser/s the said Unit at the price and on the terms and conditions hereinafter appearing.

AND WHEREAS the Purchaser/s has/have agreed to purchase the said flat for consideration of **Rs...../- (Rupees Only)**

AND WHEREAS under section 4 of the said Act the Promoter is required to execute a written Agreement for Sale of said Unit with the Unit Purchaser/s, being in fact these presents and also to register this Agreement under the Registration Act.

NOW THEREFORE, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

1. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE

The Promoter has made full and true disclosure of the title of the said land as well as the encumbrances, if any, known to the Promoter. The Promoter has also disclosed to the Purchaser, nature of his right, title and interest and right to construct and sell building/s on the said land. The Promoter has also given inspection of all documents to the Purchaser. The Purchaser has carried out the search and investigated the title by appointing his own Advocate in regards to the Promoters title, interest, building Plans, NA orders etc. The Purchaser having acquainted and satisfied himself / herself / themselves with all the facts and nature of right of the Promoter and has/have entered into this Agreement. The Purchaser herein after shall not be entitled to challenge or question the title of the Owner/Promoter and the right of the Promoter to enter into this Agreement.

2. NAME OF THE PROJECT

The name of the Project and building shall be **“BRIGHT SKY”**.

3. SANCTIONS

The Promoter has got sanctioned the layout and building plans of the said project by Pune Municipal Corporation.

4. ALTERATION AND MODIFICATION OF SANCTIONED BUILDING PLANS

The Promoter herein shall construct the said building/s on the said land in accordance with the plans, designs and specifications approved by the concerned local authority, which have been seen and agreed by the Purchaser The Purchaser hereby agrees and give his / her / their irrevocable consent to the Promoter herein to carry out such, alterations, modifications in the sanctioned layout/ building plans, as the Promoter in his sole discretion thinks fit and proper and / or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, competent authority or Government or any officer of any local

authority provided that the Promoter shall have to inform in writing to the Purchaser if such alterations and modifications adversely affect the carpet area of the said flat of the purchaser. The Promoter has made the purchasers aware and the purchaser hereby gives explicit no objection and irrevocable consent to the Promoter to prepare the new / revised layout and building plans even by shifting the locations of the buildings, open space, internal roads, position of dust bins, transformer plinths, plumbing stations etc. adding new floors / buildings by adding FSI of the said land and to submit the same to the requisite authorities and obtain their sanctions and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter, and for the said purposes to sign all plans, without making the Purchaser, in any manner liable for any costs and affecting his/her interest.

The Promoter herein may be constructing the building/s on the said land in phases and the Purchaser herein undertakes not to raise any objection on any ground whatsoever shall not obstruct the construction in any manner.

5. CONSIDERATION

Relying on the Purchaser's representations and the assurances, the Promoter herein has agreed to sell and the Purchaser herein agreed to purchase **Flat bearing No.**, admeasuring **carpet** area about **Sq.Ft. i.e. Sq. Mtrs.** Along with attached **Balcony** admeasuring **carpet** area about **Sq. Fts. i.e. Sq. Mtrs.** on the, along with the One covered Mechanical Independent car parking bearing No. in the scheme / project known as "**BRIGHT SKY**", which Flat more specifically described Second Schedule hereunder and is delineated and demarcated in red colour on the plan annexed hereto an Annexure "**E**" at or for total consideration **Rs./- (Rupees Only)** including the price for proportionate share in the said land and excluding all expenses for stamp duty and registration fees, Vat, Service Tax, GST (if applicable), or any other taxes levied, which shall be paid by Purchaser separately. The sale of **the said Flat is on the basis of the carpet area only.** The Purchaser is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately three to four percent. The Purchaser consents for the same and is aware that the consideration being lump sum will not change. **The Purchaser is liable/ responsible to deduct & pay TDS on the Agreement Value of the Flat, on the same day of execution of agreement & that amount will be consider as a part consideration towards his flat after receiving form no 16A from the purchaser.**

The Unit Purchaser/s has/have agreed to pay the GST by separate payments to the Developer. It is also agreed between the parties hereto that, the Unit Purchaser/s herein shall bear and pay the amount of GST as applicable on every installment of payment of

consideration.If at any time, after execution of this agreement, the increase in GST under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said property or the said accommodation/unit or this agreement or the transaction herein, shall exclusively be paid/borne by the Purchaser/s. The Purchaser/s hereby, always indemnifies the Developer from all such levies, cost and consequences. The agreed consideration of the said unit / accommodation has been fixed by the parties hereto by considering the set off of GST as may be applicable from time to time and the Developer has already passed on the benefit of set off of GST to the Unit Purchaser/s by way of reduction/discount. It is therefore agreed between the parties hereto that the Developer shall be entitled to get the set off / credit of the GST paid on these presents and the Unit Purchaser/s shall not have any claim over the same.

The nature, extent and description of the common areas and limited Common areas are more specifically described hereunder in Third Schedule and the Promoter has agreed to provide specifications in the said flat which are more particularly described in the Fourth Schedule hereto.

The Promoter shall bear the expenses of the following-

- i) The legal consultant's fee, typing and incidental expenses of this agreement excluding stamp duty, registration fees, expenses, GTS [as applicable] and other taxes levied.
- ii) The charges and expenses for formation of association of apartment Owners Or formation of Society.
- iii) The MSECDL meter deposit or Common meter, transformer charges (if any), common meter installation charges.

6. PAYMENT INSTALLMENTS

The Purchaser has agreed to pay the consideration of **Rs.**/- (**Rupees**) in following manner;

- a. **Rs.** /- (**Rupees**) paid by the Purchaser to the Developer / Promoter by **Cheque No/ DD No.** “.....” dateddrawn on **Branch** as a earnest money against the said flat.

10 %	As a earnest money / execution of this Agreement
20 %	Within 2 weeks after the execution of Agreement
10 %	On Completion of the Plinth of the building
10 %	On Completion of 1 st Slab above the plinth
10 %	On Completion of 3 rd Slab above the plinth
10 %	On Completion of 6 th Slab above the plinth
10%	On Completion of 9 th Slab above the plinth
07 %	On completion of the Brickwork of the said flat
05 %	On completion of the Flooring of the said flat
05 %	On completion of the Painting of the said flat
03 %	On the Possession Or Completion Certificate whichever is earlier.
100 %	

It is made clear and agreed by and between the parties hereto that the Promoter shall not be bound to follow, chronological order of any of the stages of the above said stages/ installments and that the Promoter shall be at complete liberty to choose the chronology of the respective stages of the construction. The Purchaser agrees that the Promoter may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said Flat is also arrived on the assurance of the Purchaser to abide by the above payment schedule only and it will not be altered by the Purchaser. The Purchaser shall make all the payments to the Promoter by Demand Draft only or by local Cheques. If the Purchaser makes the payment by outstation Cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoter and to the extent the said amount is credited by deducting the commission of the Bank. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Purchaser or Housing Finance Companies/Banks, etc.

It is hereby agreed that the time for payment as specified above is the essence of this agreement and on failure of the Purchaser to pay the same on due dates, it shall be deemed that the Purchaser has committed breach of this agreement and the Promoter shall be entitled to take such action as they are entitled to take in case of breach/default of this agreement, including termination of this agreement, 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 date, the Purchaser shall be bound and liable to pay interest @ 18% per annum with quarterly rests on all amounts which become due and payable by the Purchaser to the Promoter till the date of actual payment. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall be construed as condonation by Promoter on such delay. The amount of interest shall be calculated after completion of the said flat and

the Purchaser has agreed to pay the same before possession of the said Flat.

The Purchaser/s shall pay the aforesaid amount of consideration on due date without any intimation from the Developer and in case the Developer gives the written intimation to the Purchaser/s calling upon the Purchaser/s to make the payment then the Purchaser/s shall pay the aforesaid amount within 07 days from the receipt of intimation. Payment is the essence of contract. The Purchaser/s shall make payment of all installments towards the agreed consideration amount to the Developer by Demand Draft or by local Cheques. If the Purchaser/s makes payment of any of such installments by way of Out-station Cheques, then in such event, the date of payment of the amount represented by such Cheques shall be the date when such amount is credited in the account of the Developer after deducting there from the amount of commission charged for clearance of any such Cheques by the Bank to the Developer. The Unit Purchaser/s shall issue cheques / D.D.s for the each of the installments and after the realizations of the said Cheques / D.D.s, the Developer shall instruct his bankers to bifurcate such amounts in the proportion of 70:30 and the 70% amount shall be transferred to the separate account as per the provisions of RERA. The Developer shall deposit the 70 % of each of the above mentioned installments against the said consideration received from the Unit Purchaser / s in the separate Bank Account as mentioned hereinabove and shall provide certificates from Engineer, Architect and the Chartered Accountant at the time of withdrawal of the amounts as per the RERA. The remaining 30% of the amount shall be deposited by the Developer in his own account. The said total amount of consideration is subject to increase due to the 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 Developer undertakes and agrees that while raising a demand on the Unit Purchaser/s for increase in development charges, costs or leave imposed by the competent authorities etc. the Developer shall enclose the said notification / order / rule / regulations published / issued in that behalf to that effect alongwith the demand letter being issued to the Unit Purchaser/s.

7. TAXES AND OTHER LEVIES

If at any time, after execution of this agreement the Central Government / State Government / Local authority / Revenue Authority / any other authority / any court / Judicial authority / quasi judicial authority by way of any Statute / rule / regulation / notification / order / judgment / executive power etc. levies any tax / duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund / betterment tax / sales tax / transfer tax / turnover tax / works contract tax / service tax, VAT, penalties etcetera and put in force or shall be in force

prospectively or retrospectively, in respect of the said Flat or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid by the Purchaser (and if the same is paid by the Promoter then reimbursed). The Purchaser hereby indemnifies the Promoter from all such levies, cost and consequences.

The parties hereto understand that there is some obscurity relating to the payment of Service Tax / Value Added Tax (VAT) related to the transaction in this agreement. It is, however, agreed that the liability and responsibility to pay such Service Tax /VAT. Penalties and interest thereon etc., shall solely be on the Purchaser. The Promoter shall not be liable and / or responsible for payment thereof. In the event, however if the Promoter is constrained to pay any such amount, the Purchaser shall be liable to reimburse the same to the Promoter together with penalty (if any) and interest from the date of payment by the Promoter. It is agreed that the Promoter shall have the right to claim such amount along with other claims of compensation / losses / burden undergone / undertaken by him. It is further agreed that there shall always be a charge / lien on the said Flat in favour of the Promoter against the amount payable by the purchaser to the Promoter towards the Service Tax / VAT and / or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction.

8. TERMINATION OF AGREEMENT

On the purchaser committing default in payment on the due dates, of any of the installments or any other amounts (including his/her/their proportionate share of taxes etc. levied by the concerned authority and any other outgoing) and/ Or Purchaser committing breach of any terms and conditions of this agreement, the Promoter shall in its sole discretion be entitled to terminate this Agreement.

Provided always that the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter shall has given to the Purchaser fifteen days prior notice in writing of the Promoter's / Owner's its intention to terminate this agreement and of the breach or breaches of the terms and conditions in respect whereof it is intended to terminate this agreement and default shall have been made by the Purchaser in remedying such breach or beaches within two weeks after such notice. After a period of fifteen days from the date of this notice, if even part of the dues remains unpaid, the agreement shall be terminated. The Purchaser has irrevocably agreed to the same, provided further that upon termination of this Agreement, the Promoter shall refund the balance, if any, to the purchaser, the installments of the consideration which the Purchaser might have till then paid to the Promoter, but without any interest and only after deducting 10% of the total agreed consideration towards

administration and other expenses etc. The balance amount, if any, shall be paid by the Promoter to the purchaser after resale of the said Flat in the manner of receipt of consideration from new purchaser and on such condition the Promoter shall be entitled to resale the said Flat and / or dispose of or otherwise alienate the same in any other manner as the Promoter in its sole discretion thinks fit. The purchaser agrees to the same. The Purchaser shall have no claim except for repayment of the amount payable as mentioned above. The Purchaser hereby agrees that in that event of all his / her / their rights in the said Flat stand extinguished. No separate cancellation deed, its execution and registration will be required.

The Purchaser is also made aware that depending upon various promises and assurances given by the purchaser the Promoter has incurred and shall incur the expenditure and will make commitments to the third parties in event of cancellation of the agreements by the purchaser for any reason whatsoever, the Promoter in addition and without prejudice to other remedies and rights and towards reimbursements and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this agreement being cancelled by the purchaser for any reason whatsoever, the Promoter shall be entitled to retain, withhold and forfeit a minimum amount of 10% of the total agreed consideration, from and out of the amount until then paid by the purchaser to the Promoter and then the Promoter shall be liable to repay only the balance amount (if any) from the amount received by the Promoter on resale of the said Flat. In this case reduction in price of the Flat will be considered as damages/loss of the Promoter in addition to the loss and expenses.

9. COVENANT TO SALE

The said unit is agreed to be sold, subject to:-

Any scheme or reservation affecting the said land or any part or parts thereof made or to be made by any Authority concerned including the terms, stipulations and conditions contained in the Agreement/s relating to the said land.

Its present use as residential and /or other permissible uses.

Any relevant and necessary covenants as may be stipulated by the Promoter for the more beneficial and optimum use and enjoyment of the said land (i.e. the said land together with the building thereon) in general and for the benefit of any or any part thereof including the absolute use and utilization as herein stated as to construct and sale for the benefit of any enhanced FSI / FAR or to absorb, consume the TDR rights acquired on any portion/s of the said land.

All rights of water, drainage, water course, light and other easements and/or quasi easements and rights of adjoining land

Owner/Promoter (if any) affecting the same and to any liability to repair or contribute to the repair of roads, pathways, passages, sewers, drains, gutters, fences and other like matters. The right of the promoter to grant rights of way and/or the easementary rights of way and/or in or from the said land.

All the terms and conditions ensuring the benefit of the said person/s as contained in the Agreement/s made between them and / or the Promoter, that is the said Order/s passed under the Ceiling Act, Order of layout and / or sub-division relating to the said land, Order of conversion, any other orders relating to the said land and all terms and conditions stipulated by the Promoter in respect of the common areas and facilities and amenities to be provided for the benefits of the said land.

For the aforesaid purpose and for all purposes of and incidental thereto, and /or for the more beneficial and optimum use and enjoyment of the various portions of the said land and/or any part/s thereof; the Promoter shall in such manner as may be desired by the Promoter, shall be entitled to grant upon or in respects of any portion/of the said land, all rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, water electricity, telephone connections and/or and other services in the said land and/or any part/s thereof right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the said land and/or any part/s thereof for the more beneficial and optimum use and enjoyment of the same in such manner as may be desired by the Promoter. However the maintenance and upkeep costs of such shall be apportioned to the interested parties and the parties enjoying the benefits of such privileges and easements.

It being made expressly clear that the Association of Apartment Owner/Promoter transfer deed/s in respect of the said land and/or any part/s thereof with building/s thereon shall contain such provisions which shall be accordingly framed and the burden thereof shall run with the land and shall be binding upon all the persons who are the holders of their respective Flats comprised in the said land as the Promoter may reasonably require for giving effect to and/or enforcing the said restrictions, covenants and stipulations.

It is hereby recorded that the consideration factor arrived at between the parties hereto under these presents is suitably priced keeping into consideration the rights and obligations reserved and vested unto each and therefore the Purchaser shall have no right or remedy to defer or deny any obligation or by reduction in the consideration hereunder for any reasons whatsoever.

The purchaser shall not do or permit to be done any act or thing that may render void or voidable any insurance of the said land/building/s or any part thereof, whereby any increased premium shall become payable or levied in respect of the

insurance and if done it shall be the Purchaser/s sole responsibility to correct such act or thing and shall solely be liable to pay such losses, damages etc.

Any natural calamity or manmade occurrences which could not have been envisaged while designing the building for which the building is not designed, any act that is detrimental to the building as a whole

The Promoter shall have a first charge and/lien on the said Flat in respect of any amount payable by the Purchaser under the terms and conditions of this Agreement.

Provided that the Promoter does not in any way affect or prejudice the right/s hereby granted in favour of the Purchaser in respect of the said Flat, the Promoter shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said entire land or under this agreement or in the said building/s.

It is hereby made clear that the furniture layout, colour scheme, specifications, amenities and facilities, elevation treatment, trees, garden, lawns, etc. shown in the pamphlets, brochures, literature, films, hoardings, websites, and other promotional media are shown only for the sake of advertisement and the same are not binding on the Promoter to provide unless specifically mentioned and agreed in this agreement and subject to his right/s and discretion to make changes in the same. The balconies as shown in the sanctioned plan may be enclosed at the Promoter's discretion.

The Promoter shall be entitled to allot by way of lease or license any portion of the said land to any Government / Semi Government / Local authority / MSECDL. Or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V. etc. The Purchaser shall not be entitled to raise any objection or grievance about the same.

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

10. RESTRICTIONS ON PURCHASER

The Promoter has informed the Purchaser and the Purchaser is aware that the Purchase of the said premises shall be subject to all the following conditions:-

- a. The access to the individual Flat shall be as per the sanctioned plan and/or revised plan from time to time.

- b. The Construction of chimneys, hanging telephone and telex wires, electric connection, fax, teleprinter, computer devices which requires external wiring cables, lines, dish antennas will not be permitted except in the form prescribed by the Promoter and his/her Architect in writing
- c. The installation of any grills or any doors shall only be as per the form prescribed by the Promoter's and Promoter's Architect.
- d. The Purchaser cannot do core cutting or cause any damage to the column for any reason. If the purchaser wants to do core cutting in the beam for any reason he / she / they has / have to take a prior written permission from the promoter and get it marked from the promoter. The purchaser has to cut the same according to the promoters marking and measurements. If the purchaser does core cutting without the prior permission of the promoter and if any damage is caused to the reinforcement of the beam stability of the structure then the purchaser will be solely responsible for such damaged and will have to pay the entire expenditure for the repair and reconstitution of the same.
- e. The residential flats shall be solely utilized for the purpose or residence only and no commercial activity of any kind would be permitted therein.
- f. The double high terrace shall not be covered / enclosed under any circumstances.
- g. The Purchaser shall not join two adjacent Flats and shall not demolish or cause to be demolished and is denied at any time to make any addition or alteration of whatsoever nature in or to the structure or construction of the said Flat.
- h. All phase wise construction has been made and executed for the convenience of the Promoter. No separate fencing and/or gate will be allowed for separating any particular phase or building for whatsoever reason. All purchasers in all phase/s and building/s shall have free access to all other phases and building/s i.e. entire project.

11.USE OF FSI/TDR/FAR

- a. It is hereby declared that all sanctioned plan/s has / have been shown to the Purchaser and the floor space index (FSI) available is shown in the said plan/s. The Promoter shall be entitled to use the present unutilized and/or additional built up area FSI/TDR/land potential in respect of the said land in any other land by floating FSI and/or in the same land as and when the same is permitted either by way of construction of new buildings or extension of the buildings which are presently permitted. Likewise the Promoter shall also be entitled to use TDR pertaining to other land/s in this land as

and when permitted by authority. In this Agreement, the word FSI or Floor Area Ratio as stated here in shall have the same meaning as understood by the Planning Authority under its relevant Building Regulations or Bye-laws. The residual F.A.R. (FSI), if any, not sanctioned at the time of commencement certificate issued in relation to the said land shall be available to the Promoter before or after conveyance to an Association of Apartment Owner/Promoter of the said land and also by virtue of amendment/s of D.C. rules and / or F.S.I. made available by way of floating F.S.I. or by way of transferable development rights (TDR) of any other land may be utilized by the Promoter in the said land as they may decide. The Purchaser has hereby given his/her/their irrevocable consent to the Promoter who shall be entitled to revise the plans, get them sanctioned from Pune Municipal Corporation, and construct the additional units, buildings permitted by Corporation and to allot/sell them to various persons. The Purchasers shall have no objection for the said new allottees to be admitted as members of the Association. The purchasers are aware that the proposed deed of declaration etc. shall be required to be amended in such a case, as the purchasers share shall have reduced in the amenities and common areas.

- b. The Association shall get the new transferees admitted as its members. Notwithstanding any thing contained in this Agreement the Promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR/land potential as stated herein above on any open area and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the said land. The Promoter shall also be entitled to transfer or assign the said right/s to any other person. The deed of apartment shall be executed subject to such right, always being with the promoter or his assigns.
- c. It is also understood and agreed by and between the parties hereto that the Promoter or his assignees shall have right to construct flats on the top terrace against FSI of road widening area, FSI of internal roads, TDR or any other FSI.
- d. In case the land or any portion of the said land is acquired by any authority before execution of the conveyance, then the Promoter alone shall be entitled to take compensation for the same or get F.S.I. /T.D.R. in lieu of compensation.

12. RIGHT OF CONSTRUCTION LOAN

It is hereby expressly agreed between the parties hereto that the Promoter shall be entitled to avail construction loan, at his own cost and risk, from any person or party including any banking/financial institutions and for that purpose to mortgage the said land/building/s and /or the entire construction work put up or to be put up thereon or any part thereof and such charge

shall be cleared by the Promoter before conveyance to the purchaser.

13.SPECIFICATION

The specifications of the Flat and the fixtures, fittings and the amenities to be provided by the Promoter to the said flat or to the said building are described in the Schedule III and IV described hereto, and the Purchaser shall not be entitled to any extras. The Purchaser also agrees not to make any demand to change the plans annexed herewith. The Promoter shall not refund any amount for deleting any items of specifications and/or amenities on request of the Purchasers.

14. DELIVERY OF POSSESSION

The possession of the said Flat shall be delivered by the Promoter to the Purchaser on **31.05.2021**, subject to the terms of this agreement and receipt of completion certificate from the PMC, and all payments, dues, fees etc. are paid by the Purchaser and necessary bond, undertaking, affidavit, receipts etc. in respect to any such present and future payments, dues, fees etc. are signed and delivered to the Promoter.

If the Promoter fails or neglects to handover the possession as per the terms of this agreement then the Promoter shall be liable, on demand, to refund to the Purchaser the amount already received by the Promoter in respect of the said Flat with simple interest @ nine percent per annum, from the date the Promoter received the said sum till the date the amount and interest are repaid. Till the entire amount and interest thereon is refunded by the Promoter to the Purchaser there shall, subject to prior encumbrance, if any, be a charge on the said Flat.

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 the building/s is delayed on account of:

- a. Non-availability of steel, cement, other building material, water or electric supply.
- b. War, Civil Commotion or act of God.
- c. Any notice, order, rule, notification of the Government and / or other public or Competent Authority or any Decree / Order of any Court/tribunal/authority.
- d. Any stay or injunction order from any Court.
- e. Pendency of any litigation
- f. Delay or default in payment of any installment or dues by the Flat Purchaser. (This is without prejudice to the right of the Promoter under Clause 9 above).
- g. Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.

- h. Any other circumstances beyond the control of the Promoter or force majeure.
- i. Changes in any rules, regulations, bye laws of various statutory bodies and authorities from time to time affecting the development of the project.
- j. Delay in grant of any NOC/ permission/ license/ connection installment of any services such as elevators, electricity and water connections and meters to the scheme/ Flat/ road etc. or completion certificate from any appropriate authority.

The Purchaser shall pay all necessary amounts, advances, deposits, service tax (if applicable) and other dues under this agreement and take possession of the said Flat within 15 days from intimation by the Promoter. In the event of failure on the part of the Purchaser to pay all amounts due and take possession of the said Flat, without any reasonable cause, the Promoter shall be entitled, without prejudice to any other remedy available under this agreement or any enactment, and after giving a prior notice of 60 days, to terminate the said agreement and sell the said Flat to any other person entirely at the purchasers risk and cost.

15.OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

It is hereby agreed that subject to the terms of this agreement, the Purchaser shall observe, perform and comply with all terms, conditions, stipulations, restrictions, if any, which have been or which may be imposed by the local authority, State and/or Central government including Environment Dept. etc. at the time of sanctioning of the plans or at the time of granting completion certificate. The Purchaser shall not be entitled to claim possession of the said flat until the completion certificate in respect of the said flat is received from the Pune Municipal Corporation and the Purchaser pays all dues, advances, deposits, etc. payable under this agreement in respect of the said flat to the Promoter and has signed the possession documents, bonds, receipts, etc. After receipt of the completion certificate from Pune Municipal Corporation the Promoter shall be absolved from or any liability in case any addition and/or alteration to the Flat/building by the purchaser, any damage to the building by accident, any tampering with the geometrical sections of the building, lack of maintenance by the purchasers/ association, any event of force majeure and any act of God.

16.CONVEYANCE

After completion of the construction work and sale of all Apartments / building/s in the project on the said land, a separate association of apartment Owners including the by-laws of the proposed association of apartment's Owner of the project shall be formed and if required by the Promoter, the Purchaser shall sign all necessary documents.

No objection shall be taken by the Purchaser if any changes or modifications are made in the draft by-laws or the Memorandum and or Article of Association if the same are required to be made by the Promoter as per their commitments to various persons, purchasers and or any other competent authority as the case may be. This condition is the essence of the agreement.

Unless prevented by the circumstances beyond the control of the Promoter, it is agreed that

a). The said land along with the building/s constructed or to be constructed thereon, shall be subjected to the provisions of Maharashtra Apartment Ownership Act, 1970, and the Flat will be conveyed by the consenting parties and the Promoter herein within one year from and after Obtaining the full and final completion certificate in respect of the entire project in the layout of the entire scheme and utilization of entire FSI and TDR/land potential permissible to be utilized on the entire said land as per development control rules of Pune (irrespective of previous sanction or not of FSI)

b) Sale of all Flats in all building/s in the layout of the scheme.

c) Acceptance of the draft of Deed of Declaration and Deed of Apartment by the apartment Owner and Promoter by their mutual consent and

d) After receiving the entire amount & all dues from all the purchasers including maintenance charges, outgoings, stamp duty, registration fees, service tax (if payable) etc. by all Purchasers whichever is later but within 10 years from the date of execution of this agreement. This agreement itself is a Declaration by the Purchaser as provided under Maharashtra Apartment Ownership Act, 1970 read with Maharashtra Apartment Ownership Rules 1972 thereby submitting their flats to the provisions of the said Act.

Such conveyance and/or Declaration u/s 2 of the Maharashtra Apartment Ownership Act, 1970 shall be subject to exclusive, limited common rights of the flat purchaser and commitments of the Promoter. The Promoter shall be entitled to amend/frame the bye laws, rules, etc. of the association as per terms of this agreement and also with a view to maintain decorum, beautification of the buildings, open grounds and common amenities, etc. The Promoter in its absolute discretion and at its option may execute and register such conveyance even before the aforesaid stipulated period.

The Promoter shall/has retained his rights in regards to utilization, construction and sale of all or any residual FSI, floating FSI, TDR and land potential allowed and available to be utilized on the said land or any other land. The Promoter shall at its own

discretion choose to be a part of the Association for the said purpose. The Promoter shall also be at liberty to transfer this right to any person/ organization/ body etc. and the purchaser in his individual capacity and as a member of the association to be formed shall not object to the same and thereby gives his/her/their consent to the same.

17.DEFECT LIABILITY

If within a period as per law from the date of obtaining/handing over the Flat to the Purchaser, the Purchaser brings to the notice of the Promoter any defect in the said Flat and/or building in which the said Flat is situated or the material used therein in the construction of the said building, then, wherever possible such defects will be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter reasonable charges for repairs of the same. The word defect here means only the manufacturing defects caused on account of willful neglect on part of the Promoter and shall not mean defects caused by normal wear and tear, negligent use of Flat by the purchasers, vagaries of nature etc.

Provided that it is agreed that the described liability period under the Act shall be deemed to have commenced from the date of Completion Certificate of the Flat or from the date on which the Promoter has given the necessary intimation for possession, whichever is earlier. Provided further, it is agreed that the Purchaser shall not carry out any alterations of whatsoever nature in the said flat or in the fittings therein, in particular it is hereby agreed that the Purchaser shall not make any alterations in any of the RCC structure, fittings, pipes, water supply connections or any other erection in the bathroom, kitchen, toilet, WC, terrace, etc. If any of such works are carried out or any heavy load are stored in the said flat, balcony, terrace etc., any liability including the defect liability automatically shall become void & the Purchaser alone shall be responsible for it. Further the Purchaser will be liable for paying damages, if any, to the Purchaser/Owner User of Flat below or any affected flat. If due to the Purchasers or any other Purchasers act or negligence, the Purchasers Flat is damaged, the repairs shall be carried out by the party responsible for such an act and the Promoter shall not be liable for the same.

18.AREA OF FLAT

Before delivery of possession of the said flat the flat Purchaser shall satisfy her/himself about the correctness of the area of the said flat and about the quality of construction work and specifications and amenities provided. After delivery of the possession of the said flat, the flat Purchaser shall not be entitled to make any complaint thereof and all the rights regarding the same shall be deemed to have been waived.

19.USE OF SAID FLAT

The Purchaser shall use the said flat and every part thereof and/or permit the same to be used only for the purpose of Residence. He / She / They shall use the parking space only for the purpose of parking the Flat Purchaser's own vehicle/s.

20.RESTRICTED AREAS AND FACILITIES

It is hereby agreed that the Promoter has the exclusive right of allotment of the different parking spaces (Open or Covered) to one or more person/s of their choice. The Purchaser further agrees that he/they shall not raise any objection to the Promoters/Owners exclusive right of allotment of parking space and thereby expressly consents to such exclusive right of the Promoter till the conveyance to the purchaser and consents to any such allotments made or would be made by the Promoter.

It is hereby agreed that the areas mentioned in Schedule -III shall be the common areas and facilities and the Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and/or alienate and dispose off other areas and facilities in such manner as the Promoter thinks fit.

The Purchaser shall not raise any objection in the matter of allotment or sale or remaining Flats/Shops etc. in the said land on the ground of nuisance, annoyance or inconvenience from any profession, trade or business, etc. that has been or will be permitted by law or by local authority.

The Purchasers shall have no claim save and except in respect of the said Flat hereby agreed to be sold in to him/her/them and all common amenities, areas and facilities as described in Schedule III herein below will remain the property of the Promoter until the said land and building/s is/are transferred to an Association of Apartment Owners. Significant risks and rewards of Ownership and effective control of flat shall be deemed to have been transferred on delivery of possession though Ownership and effective control of scheme shall remain with Promoter.

The Purchaser hereby gives his/her/their consent and has no objection for the use of the remaining units wholly or in parts any other purpose as may be permitted by the Promoter. The Promoter may allow display of advertisement and/or hoarding sites/neon signs, or may allow erection of antennae or towers for cable/satellite television, wireless, mobile, cellular services, on the building and shall solely derive any benefits (including financial) accruing thereon.

21.SPECIAL COVENANTS

Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or the said land and building/s or any part thereof. The Purchaser shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her/them and all common amenities, areas and facilities as described in schedule III herein below will remain the property of the Promoter until the said building/s is/are transferred to the Association of Apartment Owners as herein before mentioned. Significant risks and rewards of Ownership and effective control of the Flat shall be deemed to have been transferred on delivery of possession though Ownership and effective control of scheme shall remain with the Promoter.

It is hereby made clear that the Promoter shall be entitled to use the marginal open spaces as an access for any another building, land and allow such access to any other person/s and the Purchaser herein or the organization in which he will become a member and shall be absolved from objecting to the said use by the Promoter or its nominee/s or assignee/s and the flat shall be conveyed subject to the said right of the Promoter and this condition is also the essence of this agreement.

After the possession of the flat/ premises/ building is handed over or after getting the completion certificate of the building by concerned local authority if any work thereafter is required to be carried out by the Govt. or Municipal Corporation or any statutory authority, the same shall be carried out by the Purchaser in cooperation with the Purchasers of the other Flats in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.

The Purchaser undertake/s that if any Certificate, Order, No Objection, etc. is required to be produced by the Purchaser herein under any law and rules in force in any time, the same shall be produced by the Purchaser herein within the stipulated time. Provided that the Promoter does not in any way affect or prejudice the right hereby granted in favour of the Purchaser in respect of the said Flat, the Promoter shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said building / entire scheme or under this agreement.

22.REPRESENTATION

The Purchaser has hereby irrevocably authorized and empowered the Promoter to prepare the revised layout and building plans of the said land and to submit the same to the requisite authorities and obtain their sanction and/or to revise the plans and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Purchaser liable for any costs or affecting his/her/their interest. It is made clear that no other specific permission/authority is required from the Purchaser / Association for this purpose.

The Purchaser hereby irrevocably authorizes and empowers the Promoter to represent him before the concern authorities in all matters regarding the property tax, assessment and re-assessment and the decisions taken by the Promoter in this regard shall be binding on the Purchaser. The Promoter shall represent the Purchaser to do all the necessary things in all the departments of the Pune Municipal Corporation, Collector, Government, Semi-Govt., MSECDL etc and the same shall stand ratified and confirmed by the Purchaser herein. If for any reason the Promoter requires purchaser's personal representation in the form of signature then the Purchaser shall sign the same and shall not withhold the same for any reason whatsoever.

23.MAINTAINENCE

The Flat Purchaser shall be liable to bear and pay from the date of the completion certificate of said Flat, or from the date of possession, whichever is earlier, (lump sum monthly amount) of outgoings in respect of the said Flat and building/s namely maintenance charges or such other levies by the concerned local authority and or Govt. NA taxes, water charges, repairs and salaries of clerks, bill collectors, security, cleaners and all expenses necessary and incidental to the management and maintenance and upkeep of the said flat building/s and its common areas.

The Purchaser shall herein pay to the Promoter, or to the person nominated by the Promoter an amount of **Rs/- per Sq.Ft** per month in advance for 24 months, towards "advance lump sum maintenance charges", exclusive of service tax, if any, prior to possession of the said unit by the Promoter to the Purchaser. The said advance shall be utilized only for the common maintenance of the buildings i.e. common security, common electricity, maintenance of common lift and pumps common, cleaning.

The Promoter is not liable to give any account of such charges. It is hereby agreed that the Promoter appointed agency shall maintain the building/s by advances received from the Flat Purchaser. The Promoter shall have the sole right to discontinue the maintenance at any time, after giving prior notice of thirty days. The Purchaser herein has/ have specifically agreed to pay his/ her/ their contribution for running and maintaining the lifts irrespective of the floor on which the said unit is located and also irrespective of the use of the lifts by the Purchaser.

It is specifically agreed between the parties hereto that even if before completion of the entire scheme or sale of all units, the Association be registered/formed, even then for the unsold premises/apartments/units the Promoter herein shall not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head. The allottees of such units shall be liable to pay maintenance from the date of allotment and delivery of possession.

24. CONDITIONS FOR MAINTAINENCE

- a. The Purchaser for himself/herself/themselves with intention to bring all persons into whosoever hands both hereby covenant with the Promoter for the said Flat and also for the building in which the said Flat is situated as follows;
- b. To maintain the Flat at Purchaser's own cost in good tenantable repair and condition from the date of possession and shall not do or suffer to be done anything in or to the building/s, staircase or any passage which may be against the rules regulations or bye-laws of concerned local or any other authority or change / alter or make addition in or to the building/s in which the Flat is situated and the Flat itself or any part thereof.
- c. Not to store in the Flat/ building/s / surrounding area any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building/s or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of building/s, including entrances of building/s and in case any damage is caused to the building/s or the Flat on account of negligence or default of the Purchaser shall solely be liable for the consequences of such breach.
- d. To carry at his own cost all internal repairs to the said flat and maintain the flat in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the building or the Flat violating any rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- e. Not to demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition to or alteration of whatsoever nature in or to the elevation and outside colour scheme of the building and shall keep the sewers, drains, pipes in the Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building shall not chisel or any other manner damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the flat or construct additional walls or structures in the Flat without the prior written

permission of the Promote or an Association of Apartment Owners as the case may be.

- f. Not to make any changes in elevation such as enclosures in terraces, dry balconies, addition of grills etc. and installations of dish antenna's without the permission of the Promoter.
- g. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land, building/s and/or Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of insurance.
- h. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the building in which the Flat is situated.
- i. Pay to the Promoter within seven days from demand by the Promoter, his share of security deposit and expenses demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the accommodation is situated.
- j. To bear local taxes, NA taxes, water charges, insurance and such other levies, if any, from the date of Possession certificate in respect of the said Flat and also any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of permitted change of user of the said Flat by the Purchaser.
- k. The Purchaser shall not let, sub-let, transfer, assign or part with his/her/their interest or benefit occurring from this Agreement or part with the possession of the Flat until all the dues payable by the Purchaser to the Promoter under the terms and conditions stated herein are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Promoter and obtained prior written permission from the Promoter and paid necessary administration charges to the Promoter, etc.
- l. The Purchaser shall observe and perform all the rules and regulations and bye-laws which the Association of Apartment Owners 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 Flats 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 Purchaser shall

also observe and perform all the stipulations and conditions laid down by the Association of Apartment Owners regarding the occupation and use of the Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- m. The Purchaser shall permit the Promoter and their surveyors and agents, workmen and others, at all reasonable times, to enter into and upon the said land and building/s or any part thereof to view and examine the state and condition thereof. The Promoter shall have such right to enter into and upon the said land/building/Flat even after the Purchaser is put into possession of the said Flat during the statutory defect liability period.
- n. The Purchaser is hereby prohibited from altering, obstructing the external and internal structure of the building constructed as per the sanctioned plan.
- o. It is specifically understood that the matters related to service providers such as security services, managerial services & other service appointed by the Promoter for the Association of apartment Owners is entirely the responsibility & liability of the Association. The Apartment Association has to handle all the financial and other matters with such service providers and the Promoter shall not be financially liable towards the Association and/ or the service providers
- p. The areas described in the Schedule III hereto state common areas and facilities and which shall be for the more beneficial use and enjoyment in common with other Purchaser's. The Purchaser shall have no exclusive claim whatsoever in the same including all lobbies, staircases, lifts, which will always remain the property of the association and the same shall be for the common use for of all the Flat purchasers.
- q. Nothing contained in THESE PRESENTS shall be construed to confer upon the Purchaser any right, title or interest of any kind whatsoever into or upon the said land or the said building/s to be constructed thereon or in any part thereof. Such confirmation shall take place only upon the execution of the conveyance mentioned herein in favour of the Purchaser/s.
- r. As the Promoter will be applying to the concerned authorities for giving separate water connections for buildings and electricity meters and connections for the said Flat of the Purchaser, if there is delay in obtaining the water and electricity connections from the concerned department then in that case the Promoter may provide electrical connections / water supply /power supply/ generator supply

through any other temporary arrangements because of which if there is any improper / in sufficient/ irregular supply of water / electricity the Promoter shall not be held responsible for the same and the Purchaser hereby consents for any temporary arrangement that may be made in the said interim period. The Purchaser shall pay for the proportionate charges as demanded, determined and decided by the Promoter and service tax (if applicable) thereon. Until receipt of this amount from the Purchaser, the Promoter shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Purchaser for the above from the outgoings/maintenance charges for which the Purchaser hereby gives his consent. The Promoter is entitled to demand charges for such temporary arrangement in advance, for 12 months, before giving possession of the said Flat.

- s. Till a separate electric meter or a water meter is installed/allotted by the MSECDL / P.M.C. and any other authority, the purchaser herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her Flat.

25. SOCIETY FORMATION AND M.S.E.D.C.L.CHARGES:

Whenever called upon by the Promoter the Purchaser shall pay to the Promoter an amount of Rs...../- (Rupees Only) towards the MSEDCL meter deposit, SLC charges, common meter installation charges.

Whenever called upon by the Promoter the Purchaser shall also pay to the Promoter an amount of Rs...../- (Rupees Only), towards legal charges, for Society formation and registration of association of apartment owners.

The Purchaser shall bear and pay the above mentioned charges to the Promoter in addition to the price of the Unit or accommodation and within seven days from demand made therefore by the Promoter. In the event of default the Promoter shall be entitled to terminate this agreement. Also account of the said charges will be given by the Promoter before accepting the said payment and payment of the said charges by the Purchaser shall by itself mean or deemed to mean acceptance or satisfaction of the Purchaser about the said account. The Promoter at its sole discretion shall be entitled to give the above works on sub-contract to any other person/s on such terms as may be agreed by the Promoter in its discretion.

In case any additional amount is required for obtaining the MSEB electricity connection or for any other purposes, the same shall be proportionately borne and paid by the Purchaser.

26.WAIVER

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

27. REGISTRATION

The Purchaser shall present this Agreement duly stamped at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

The original of this agreement is given to the Purchaser. The Purchaser shall present this agreement as well as any other deeds, documents etc. which are to be executed by the party hereto in pursuance of this present, at the proper registration office for registration within four months from the date of execution of this agreement and on intimation thereof by Purchaser the Promoter will attend such office and admit execution thereof the Promoter shall not be responsible if the purchaser fails to register the agreement as mentioned above.

28. SERVICE OF NOTICES

All notices served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser Under Certificate of posting/courier at his / her / their address specified in the title of this Agreement or at the address intimated in writing by the Purchaser after execution of this Agreement.

29. ESCALATION IN COST OF FLAT

That the consideration of the Flat is agreed on the basis of the cost of the building material and labour charges, taxes, octroi, Vat, etc. prevailing on the date of this agreement. In case of increase in the prices thereof the Promoter shall be entitled to proportionately increase the price of the said Flat and the Purchaser has agreed to the same.

30.M.A.O. ACT AND RERA: -

This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 (Mah. Act No. XV of 1971) , provisions of Maharashtra Ownership Flats (Regulation of

the Promotion Of Construction, Sale, Management and Transfer) Act, 1963 and The Provisions of Real Estate (Regulations and Development) Act, 2016 and the rules made there under / and amendments made thereto up to date.

31.STAMP DUTY AND REGISTRATION FEES

The consideration of the said agreement between the Promoter and the Purchaser herein is as per the prevailing market rate in the subject locality. This agreement is executed by the parties hereto under the Maharashtra Ownership Flats Act, 1963 and the stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule-1, Article 25 (d). the Purchaser herein has paid stamp duty of **Rs./- (Rupees Only)** and shall pay appropriate registration fees of **Rs./- (Rupees Only)** and expenses. The parties hereto shall be entitled to get the aforesaid stamp duty, adjusted, leviable on the conveyance, which is to be executed by the Promoter in favour of the Purchaser herein. If any additional stamp duty or other charges are required to be paid at the time of conveyance the same shall be paid by the Purchaser.

The purchaser herein has agreed to purchase the said Flat as an investor as laid down in Article 5(2) of the Bombay Stamp Act 1958 & hence it is entitled to adjust the stamp duty to the agreement against the duty payable to the agreement by the Purchaser herein to the subsequent Purchaser as per provision of the said clause Article 5(2).

The Purchaser/s declares hereby that he/ she/ they has/ have read and fully understood and agreed to the contents of this agreement and thereafter the same has been executed by the Purchaser/s.

DESCRIPTION OF THE PROPERTY:

- A. All that piece and parcel of land admeasuring 00 H 4.3 Ares i.e. 430 Sq. Mtrs., out of land totally admeasuring 00 H 8.6 Aar, bearing S.No.34/3, situated at Baner, Taluka Haveli, Dist. Pune, which is within the Registration District Pune, Registration Taluka Haveli and the same is bounded as under;

On or towards East : Plot owned by Mrs. Salunke.
On or towards South : 6 meter Road.
On or towards West : Land owned by Mr. Murkute.
On or towards North : Land owned by Mr. Jadhav & Plol.

- B. All that piece and parcel of land admeasuring 4004 Sq.Ft i.e. 372 Sq.Mtrs., out of land totally admeasuring 00 H 21.83 Aar, bearing S.No.34/3, situated at Baner, Taluka Haveli, Dist. Pune, which is within the Registration District Pune, Registration Taluka Haveli and the same is bounded as under;

On or towards East : Land owned by Mr. Jadhav, Plol & Mrs. Chavan.
On or towards West : Remaining Land of S.No.34/3.
On or towards South : 20 Feet Road.(6 meter Road)
On or towards North : 20 Feet Road. (6 meter Road)

- C. All that piece and parcel of land admeasuring 00 H 4.3 Ares i.e. 430 Sq. Mtrs., out of land totally admeasuring 00 H 8.6 Aar, bearing S.No.34/3, situated at Baner, Taluka Haveli, Dist. Pune, which is within the Registration District Pune, Registration Taluka Haveli and the same is bounded as under;

On or towards East : Remaining land of S.No.34/3.
On or towards South : 6 meter Road.
On or towards West : Land owned by Mrs. Chavan.
On or towards North : Land owned by Mr. Jadhav & Plol.

- D. All that piece and parcel of land admeasuring 00 H 4.52 Ares i.e. 452 Sq. Mtrs., out of land totally admeasuring 01 H 79 Aar, bearing S.No.34/3, situated at Baner, Taluka Haveli, Dist. Pune, which is within the Registration District Pune, Registration Taluka Haveli and the same is bounded as under;

On or towards East : Property owned by Mr. Jadhav & Mrs. Jadhav.
On or towards South : Land owned by Mrs. Chavan & Salunke.
On or towards West : Land owned by Mr. Murkute.
On or towards North : 6 Meter Road.

- E. All that piece and parcel of land admeasuring 00 H 2 Aars i.e. 200 Sq. Mtrs., out of land totally admeasuring 01 H 79 Aar, bearing S.No.34/3, situated at Baner, Taluka Haveli, Dist. Pune, which is within the Registration District Pune, Registration Taluka Haveli;

- F. All that piece and parcel of land admeasuring 00 H 2.52 Aars i.e. 252 Sq.Mtrs., out of land totally admeasuring 01 H 79 Aar, bearing S.No.34/3, situated at Baner, Taluka Haveli, Dist. Pune, which is within the Registration District Pune, Registration Taluka Haveli;

Property mentioned in para e & f jointly bounded as under :

On or towards East : Remaining land from S.No.34/3.
On or towards West : Property owned by Mr. Pol.
On or towards South : Property owned by Mrs. Chavan & Mrs. Salunke.
On or towards North : 6 Meters Road.

All the above mentioned a to f land totally admeasuring 2136 Sq.Mtrs, situated at Baner, Taluka Haveli, Dist. Pune, which is within the Registration District Pune, Registration Taluka Haveli;

SECOND SCHEDULE
(Description of the FLAT / Unit)

Flat/Unit No., admeasuring about **Sq. Fts., i.e.**
..... **Sq. Mtrs.,(Carpet)**, and attached terrace admeasuring
about **Sq.Fts., i.e.** **Sq. Mtrs. (Carpet)**,
on the and Parking admeasuring about **Sq.**
Ft. i.e. **Sq.Mtrs.**, in the scheme / project **“Bright Sky”**, to
be constructed on the said property. The said Flat/Unit is more
particularly shown in the plan hereto in Annexure E.

THIRD SCHEDULE

A] COMMON AREAS:

1. The land and the open space described in the First Schedule
2. The footings, RCC structures and main walls of the building.
3. Staircase column and passenger lifts in the building/s.
4. Entrance lobby and common toilet in parking area;
5. Common drainage, water and electrical lines.
6. Common overhead and underground water tank and plumbing machinery, pumps etc.
7. Common solar water heating system
8. Compound walls, fencing and gates.

B] LIMITED COMMON AREAS:

1. Partition walls between the two units shall be limited common property of the said two units.
2. Terraces adjacent to the terrace flats shall exclusively belong to such respective flats if so specifically allotted by the Promoter.
3. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.

C] AMENITIES:

1. Decorative Enterance Gate
2. Security Cabine
3. Designer Entrance lobby with name boards.
4. Children's play area
5. Tremix concreat Driveways

6. Wall compound with decorative flower bed
7. CCTV in entrance lobby
8. Elevators - Two Passanger Lift of 6 persons with auto floor rescue device (ARD) of Otis / Kone Make
9. Rest area & Toilet for Drivers, Servant & Society Staff..
10. Covered & Open Parking
11. Visitor's Parking
12. Generator backup for Common passage, elevators, water pumps & fire fighting system
13. Intercom Facility connected with Main gate security cabin
14. Firefighting system with Saperate U.G. Water tank & Over head Water tank.
15. Separate U.G. water tank for Drinking water & Utility water
16. Piped Gas Connection from Gas Bank.
17. Vermiculture Pits for wet garbage.
18. Solar System with heater back up
19. Rainwater Harwesting.

FOURTH SCHEDULE

- I). **R.C.C. STRUCTURE**
Earthqueck resistance RCC Structure.
- II). **WALL FINISHING**
POP / Gypsum plaster from internal side.
Double coat plaster from External side.
- III). **ELECTRICAL SPECIFICATIONS**
Concealed copper wiring with MCB
All Bedrooms & Living room pre-wired with TV, Voice & data cables.
Premium modular switches with adequet number of points.
Video door phone.
Exhaust Fan in all bathroom & kitchen
Provision for Invertor in each flat.
Provision for Split AC in bedrooms, Living & Daining
Generator Backup for Lifts, Common passages, Water pumps & Parking
- IV). **FLOORING**
600mm X 600mm leser cut Vetrified double polished tiles in all Bed rooms, Living room, Kitchen,
Anti - skid ceramic tiles in Bathrooms, terrace & Dry balcony.
- V). **Toilets**

Concealed plumbing with Premium quality CP fittings & Sanitary fixtures in all bathroom
Designer glazed tiles dado in all bathroom up to Cealling
Shower enclosure / Partition in all baths.
Granite Door frames & windows frames in all bathroom
Washbasin with counter.
Provision for Boiler in all bathrooms.

VI). KITCHEN

Granite kitchen platform with S.S. sink.
Saperate Gas Line from Gas Bank
Dry balcony with point for washing machine, dish washer & Sink.
Glazed tile / Ceramic tile dado up to Cealling above Kitchen platform & White glazed tile below Kitchen platform.
Granite / Marble Frame for Kitchen window.

VII). WINDOWS & DOORS

Entry Door - 1 mtr Wide Decorative waterproof wooden door with Premium Handles and Hardware.
Internal Doors including Toilet & Dry balcony, - waterproof wooden flush doors with both side laminate.
Jindal make Powder coated Alluminium sliding window with Mosquito net & MS Safty grill.
Marble window seals.

VIII). PAINT

Oil Boand destemper paints for internal walls
Acralic paint for external walls.

IX). BALCONY

Relling of toughened glass with SS fittings & Fixtures.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT AT PUNE ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN

SIGNED AND DELIVERED
by the within-named
M/S. SHREE DEVELOPERS
THROUGH ITS PARTNER
MRS. MRUNALINI PRASHANT CHAVAN
(THE DEVELOPER/ PROMOTER)

SIGNED AND DELIVERED
by the within-named
1. MR. DATTATRAYA VITHU MURKUTE
2. MR. KALURAM DATTATRAYA MURKUTE,
3. MRS. YAMUNA AMRUT SALUNKHE,
4. MR. AVINASH ANNASAHEB POL,
5. MRS. KALPANA SURESH JADHAV
6. MR. SHARAD DATTAJIRAO JADHAV.
7. MRS. MRUNALINI PRASHANT CHAVAN,
Through their Power of Attorney Holder
M/S. SHREE DEVELOPERS
THROUGH ITS PARTNER
MRS. MRUNALINI PRASHANT CHAVAN
(THE OWNER / CONSENTING PARTY)

SIGNED AND DELIVERED
by the within-named
MR.
(PURCHASER)

In the presence of :

Witnesses;

1.

2.

Name:

Name:

Address;

Address:

ANNEXURE - A
(Copy of extracts of village Form No. VII/XII)

ANNEXURE - B
(Title Certificate)

ANNEXURE - C
(Order for Non Agricultural)

ANNEXURE - D
(Building permission)

ANNEXURE - E
(Floor / Sanction Plan)