

AGREEMENT

THIS AGREEMENT is made and executed at Pune on this _____ day of _____ 2020.

BETWEEN

M/S. RISING ASSOCIATES, a registered Partnership Firm, registered with the Registrar of firms, Pune under India Partnership Act, 1932 and Rules made there under having firm **Identity No.** MPA81467 dated 28/07/2011 and as per Section 139A of Income Tax Act, 1961 read with rule 114B of Income Tax Rules, 1962, having Permanent Account No. AALFR8078G& E-mail ID:sales.jeeva@kohinoorpune.com and having head office at A-102, I. C. C. Trade Tower, Senapati Bapat Road, Pune 411016, and Site Office: “**KOHINOOR JEEVA**”, S. No. 635/5A, Mahesh Society Road, Bibvewadi, Pune-411 037, through its duly authorized designated partner, **MR. VINEET K. GOYAL**, Age about 38 years, Occupation Business & Agriculturist hereinafter referred to or called as “**THE PROMOTER**” (which expression unless repugnant to the context or meaning thereof shall mean and include the said Partnership firm, partners or partner for time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her assigns

.... PARTY OF THE ONE PART,

AND

1) Name: Mrs.VEENA DILIP MOKASHI

PAN No.: AEHPM5702J

Age: 57

OCCUPATION : HOUSE WIFE

2) Name: Mrs. TANVI ASHWIN RAO

AGE : 33 Years.

OCCUPATION : SERVICE

PAN : BELPM2631H

3) Name:

4) Name:

Address:FLAT NO.603, UMA APARTMENT , SHREE MAHALAXMI
NAGAR , BIBVEWADI, PUNE, Pune- 411037, Maharashtra, India

email id: veenamokashi35@gmail.com

Hereinafter referred to or called as **“THE ALLOTTEE/
PURCHASER”** (which expression unless repugnant to the
context or meaning thereof shall mean and include he/ she/
theyd/ himself/herself / themselves, and his/her/their heirs,
executors, administrators and assigns only).

... PARTY OF THE OTHER PART

WHEREAS

- (1) All that property, which is more particularly described in the Schedule-I written hereunder, hereinafter is referred as the **"Said Entire Property"** and Said Property excluding the buildable potential thereon referred as the **"Said Entire Land"** The Promoter herein, by Conveyance Deed dated 16/09/2019 which is registered in the office of Sub-Registrar Haveli No.11 in Book No.1, at Serial No.16620 on 16/09/2019 purchased the Said Entire Property with actual & physical possession against the payment of full consideration to Shri. Sunil Champalal Somani. The Promoter herein is absolute owner and possessor of Said Entire Property and Said Entire Property is free from all encumbrance, charges or claims.
- (2) As per sanctioned Development Plan which came into force 05/01/2017 applicable to the old area of Pune Municipal Corporation Pune, the Said Entire Land is shown under Yellow Zone and as per Sec.31(1) of Maharashtra Regional and Town Planning Act 1956 sanctioned Development Control Rules applicable to the Pune Municipal Corporation Pune, vide Government Notification No.TPS-1815/209/CR/69/15/D.P. Pune/Sanctioned/UD-13/Dated 05/01/2017 the Promoter is entitled to develop the Said Entire Property in light of the aforesaid Development Control Rules.
- (3) The Said Entire Land is free from any restriction on alienation being Class-I occupancy. Copy of the letter Outward No. Land/SR/34/18 Pune dated 22/02/2019 issued by Tahasildar Pune City to Kamgar Talathi Pune City shows that, same is issued by Tahsildar Pune City to Kamgar Talathi Pune City to record yearly Non-Agriculture Cess determined in light of Maharashtra Land Revenue Code Sec.42B inserted as per Maharashtra Land Revenue Code Amendment Act 30 of 2017, which came into effect on 05/01/2017 and after deducting area admeasuring 23.66 sq.mtrs. under road widening for the remaining area 4535.68 sq.mtrs. Non-Agriculture cess for residential purpose yearly assessment of Rs. 25173/- is

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determined and accordingly the aforesaid area is under Non-Agriculture use for residential purpose.

- (4) Being owner and possessor of the Said Entire Land, in light of Development Control Rules applicable to the Said Entire Land, require amenities area admeasuring 680.63 sq.mtrs. and area admeasuring 23.66 sq.mtrs. under road widening total area admeasuring 704.23 sq.mtrs. deducting the same area admeasuring 3855.05 sq.mtrs. is referred as the "**Said Land**" and the Said Land along with permissible buildable potential for Said Entire Land is referred as the "**Said Property**". The Promoter herein being owner and possessor of the Said Property intend to float ownership scheme on the Said Land by using permissible buildable potential for the Said Land under name and style "**KOHINOOR JEEVA**". On the Said Land the Promoter has propose to construct residential two buildings, out of that one building consisting of Wing "A" & Wing "B" and another "C" building. Wing "A" & Wing "B" consisting of Lower Parking, Upper Parking and above 13 Floors and another Building "C" being Building for Lower Income Group and Middle Income Group consisting of Stilt Parking and above 5 Floors. Hereinafter aforesaid project is referred as the "**SAID PROJECT**" and buildings/wings are referred as the "**SAID BUILDINGS/WINGS**".
- (5) The Promoter herein has entered into standard agreement with Architect, Prakash Chandak, Address: 10, Satsang Society, Near Vaikunth (Niwara), Navi Peth, L B Shastri Road, Pune-411030 and registered with the Council of Architect of India having Enrollment No. CA/97/21904, for preparation of the layout and drawing of the buildings/wings which are to be constructed on the Said Land. The Promoter also entered into standard agreement, with structural engineer G. A. Bhilare Consultants Pvt, Ltd; structural designer company registered under the Companies Act, 1956 and also registered with the Council of Structural Engineers of India having enrollment

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No.M-313 and having office at “Gaurinandan”, Plot No. 13, Shantisheela Society, Near Ftii, Law College Road, Erandwane, Pune 411004,for preparation of structural design of the buildings/wings which are to be constructed on the Said Land. The Promoter has appointed Project Manager,Mr. Nilesh Ishwar Laddad,having license No. REG/PMC/TEMP/1452/14and having registered officeat 504, Galaxy Square, Opp. Modern Hospital, Sant Kabir Chowk, New Nana Peth, Pune 411002forday-to-day Administration, Supervision, Estimation and Engineering Work at site and liasioning with other consultant involved in project. The Promoter also appointed Chartered Accountant, PravinBhandari and Company, proprietor Mr. Pravin B. Bhandari, who registered with the Council of Chartered Accountant of India having enrollment No.108155W and having office at 243, Didhyadhar Heights, Narayan Peth, Laxmi Road, Pune 411030,for accounting, audit and compliances. The Promoter accepted the professional services of Architect, Structural Engineer, Project Manager, Chartered Accountant, consultations, supervision, etc. of the aforesaid Consultants and Professionals till the completion of the SaidProject, subject to the Promoter has reserved right to change aforesaid consultants, professionals etc. who are registered with the their respective authorities as the case may be before the completion of the Said Project and appoint new consultants, professionals, Architect or structural engineer for completion of the Said Project as the circumstances may require.

- (6) The Promoter herein being land owner and developer of the Said Land alone has sole and exclusive right to sell the Apartments/Flats in the Said Building/wings to be constructed by the Promoter on the Said Land and entered into agreement/s with the Allottee / Purchaser of the Apartment/Flats and to receive the sale price in respect thereof. As per Development control rules applicable to the

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Said Project, the Promoter herein has to pay / paid premium etc. for obtaining additional sanction/s being adjacent terraces, top terraces of the passages, staircases and considering this aspects, the Promoter herein has also sole and exclusive right to sell or grant exclusive right to use such constructed area. The Promoter herein has also sole and exclusive right to lease, mortgage, etc. the flats. Since the Promoter is absolute owner and possessor, he has sole and exclusive right to enter into agreement/s with the Allottee / Purchaser, lessee, mortgagee, of the flats etc. and to receive the sale price etc. in respect thereof.

- (7) The Allottee/Purchaser herein has shown willingness to purchase Apartment/Flat in the Said Project and the representative of Promoter has disclosed all the required disclosures as per The Real Estate (Regulation & Development) Act, 2016, hereinafter referred to as "**RE(R&D)A**" and the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "**MOFA**") and rules made under RE(R&D)A and MOFA.
- (8) The Allottee / Purchaser herein has/have demanded from the Promoter and the Promoter has given inspection to the Allottee / Purchaser of all the documents of the title relating to the Said Land, the plans, designs and specifications prepared by the Promoter's Architect. After the Allottee / Purchaser's aforesaid enquiry and demand of inspection of documents, the Promoter herein has requested to the Allottee / Purchaser to carry out independent search by appointing his/her/there may have own Advocate and to ask any further queries, he/she/they may have regarding the marketable title and rights and authorities of the Promoter herein. The Allottee/Purchaser has/have satisfied himself/herself/themselves in respect of the marketable title, rights and authorities of the Promoter herein and further got satisfied as to the implementation of the Said Project and thereafter with due diligence and after being well conversant with the disclosures, documents, etc. and Said

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Project as well as apartments in the project, the Allottee/Purchaser has decided to have one Apartment/Flat in the Said Project and has made application dated Sep 28, 2020 with required application amount for allotment of Apartment/Flat as per application form prepared by the Promoter. The Promoter has accepted the application of the Allottee/Purchaser and allotted Apartment/Flat No.A-603 to the Allottee/Purchaser as per allotment letter dated Sep 28, 2020. Aforesaid Apartment/Flat alongwith the appurtenances thereto is more particularly stated in Schedule-II written hereunder and hereinafter referred as **“THE SAID APARTMENT”**.

- (9) The Promoter herein has obtained sanctions, permissions etc. as disclosed in Sub-Clause No. 1.4, 1.5 & 1.6 hereunder written and further clearance from aforesaid authorities for the additional sanction, which will be obtained in due course of time, if require. While sanctioning the said plan, concerned Development Controlling 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 the Said Building and upon due observance and performance of which only the completion and occupation certificate in respect of the Said Building shall be granted by the concerned Development Controlling Authority, as provided in concerned Development Control Rules applicable to the Said Project and after obtaining completion and occupation certificate, each tenement holder in the project and Co-Operative Housing Society which will be formed as stated hereinafter has to observe such terms and conditions as well as condition imposed under Development Control Rules applicable to Pune Municipal Corporation Pune and the Maharashtra Municipal Corporation Act.
- (10) The Said Land, with Said Layout Plan of the Said Project is shown on the plan annexed hereto as Annexure-1. The Parking Floor Plan for the parking and floor plan of the building in

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which the Said Apartment situated, agreed to sale to the Purchaser herein, showing with Zebra Strips on respective floor plans are respectively annexed hereto as Annexure-2 and Annexure-3. The specifications for the building and specifications for the apartment therein is stated in Annexure-4 annexed hereto, Common facilities and restricted facilities for the Said Apartment are stated in Annexure-5 annexed hereto, Copy of the sanction letter / Commencement Certificate No. CC/2232/2018 dated 23/10/2018 issued by Pune Municipal Corporation is annexed hereto as Annexure-6, Copy of the Non – Agricultural Assessment is annexed hereto as Annexure-7, Copy of Property Card shown the name of the Promoter herein for the Said Land are annexed hereto as Annexure-8, Copy of Certificate of Registration of the Said Project issued by Real Estate Regulatory Authority State Of Maharashtra is annexed hereto as Annexure -9 and Copy of the Certificate of the title, issued by the Advocate of the Promoter is annexed hereto as Annexure-10.

- (11) The Allottee / Purchaser herein is/are aware of the fact that the Promoter herein has entered or will enter into similar or separate agreements with several other person/s and party/is in respect of the other apartment/s in the projects.
- (12) Subject to otherwise agreed, reserved and provided herein, the Promoter has agreed to sell and the Allottee/Purchaser has agreed to purchase the Said Apartment and the parties hereto therefore, have executed these Agreement to Sell, to witness the terms and conditions thereof, in compliance of Sec.13 of RERA and Section No. 4 of the MOFA and rules made thereunder, the parties hereto are desire, to reduce in writing all the terms and conditions of this transaction and hence these presents

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

- 1. DISCLOSURES MADE BY THE PROMOTER TO THE PURCHASER HEREIN:-**

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Prior to enter into this transaction the Promoter herein disclosed to the Purchaser as under:-

- 1.1** The Promoter herein has disclosed details of the Promoter enterprise by providing for inspection and going through the copy of the Partnership registration certificate and which shows that, the Promoter is registered Partnership Firm, Registered with the Registrar of Firms, Pune under Indian Partnership Act 1932 having Firm Identity No. MPA81467 dated 28/07/2011, and as per Section 139A of Income Tax Act, 1961 read with rule 114B of Income Tax Rules, 1962, having Permanent Income Tax NumberAALFR8078G having registered office at A-102, I. C. C. Trade Tower, Senapati Bapat Road, Pune 411016.
- 1.2** The Promoter herein disclose to the Allottee/Purchaser herein that, the Promoter herein made application u/s 4 of The Real Estate (Regulation and Development) Act 2016 and rules made there under by the State Of Maharashtra for registration to the Real Estate Regulatory Authority, State of Maharashtra for the Said Project and received registration certificate having Registration No. P52100018548 (For "A" wing) and copy of which is annexed hereto as Annexure-9.
- 1.3** The Promoter herein states that, Said Land is owned and possessed by the Promoter free from all encumbrances, charges or claims and name of the Promoter is shown in City Survey record as the owner and possessor, being class-I occupancy, free from any restriction on alienation. The Promoter has investigated the rights, authority and title of the Promoter towards the Said Land from Advocate and copy of the certificate title is annexed hereto as Annexure-9.
- 1.4** The Promoter herein has disclosed to the Allottee/Purchaser that, SaidLand will be developed by constructing residential building Wing A for Lower + Upper floors Parking and upper 13 Floors &Wing B for Lower + Upper floors Parking and common amenities such as Club House, Swimming Pool, etc. in open space out of the Said Land and separate building for MHADA having separate access on public road, as per layout as

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annexed hereto as Annexure-1 i.e. **“KOHINOOR JEEVA”**. Further disclosed as per present sanction received from the Pune Municipal Corporation, vide Commencement Certificate CC/2232/2018 dated 23/10/2018 is for part buildable potential of the Said Land being Building/Wing A is sanctioned Lower Parking, Upper Parking, 1st Floor 5 tenements, 2nd to 11th Floors at each Floor 6 tenements, 12th& 13th Floor at each Floor 1 tenement and sanction to the 1st Floor 1 tenement, 12th& 13th Floor at each floor 5 tenement is yet to be received. Further sanction to the building plan for Building/Wing "B", Lower Parking, Upper Parking, 1st to 13th Floors and for Building "C" Stilt Parking and above 1st& above 6 Floors is yet to be received from Pune Municipal Corporation Pune and the Promoter will obtain such sanction in due course to consume all available buildable potential for the Said Property as per Development Control Rules applicable to the Pune Municipal Corporation area till receipt of full and final Completion/ Occupation Certificate for the Said Project.

1.5 The Promoter herein informed and Allottee/Purchaser herein is well aware that, in light of sanction Development Plan applicable to the old limit of and present Development Control Rules Pune Municipal Corporation Pune permissible Buildable Potential for the Said Property is adjacent to the 9 mtr. wide and 12 mtr. wide D.P. Road and considering this aspect as per Rule No.17.3 maximum permissible FSI is 2.25, which includes basic FSI 1.10, Additional FSI on payment of premium 00.50 and maximum permissible TDR loading 00.65.

1.6 The Promoter herein states that, the Promoter has not utilized any part of the buildable potential/floor space indexpermissible for Said Land elsewhere for any purpose whatsoever. The Promoter shall have right of pre-emption or first right to utilise the residual or available buildable potential, FSI, TDR, paid FSI, FSI being compensation granted against transfer of any portion of the Said Land being area under reservation to the Pune Municipal Corporation, Pune or which may be increased

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for whatsoever reason, by constructing or raising any additional floor/s of the building/s which is/are under construction or to be constructed on the Said Land . The Allottee / Purchaser herein by executing these presents has/have given his/her/their irrevocable consent for the aforesaid purposes and separate consent will not be required.

- 1.7** Though the Said Project on the Said Land having total built-up area is not more than 20,000 sq.mtrs. and therefore it does not require Environmental Clearance from State Level Environmental Impact Assessment Authority (SEIAA), Maharashtra.
- 1.8** Subject to conditions stated in Clause No. 8 hereunder written which shall be applicable Mutatis Mutandis, the Said Project will be completed on or before 30/09/2023.
- 1.9** The Promoter herein has informed and disclosed to the Purchaser that, for storm water, sewerage and wastewater the Promoter will provide adequate capacity storm water, drain discharge in recharge pits and for sewerage, waste water and solid waste will have installed adequate capacity Sewerage Treatment Plant (STP).
- 1.10** The Promoter herein has informed and disclosed to the Purchaser that, the Promoter has provided sufficient space out of the Said Land for installation of Electricity Transformer and as per norms of Maharashtra Electricity Distribution Company Limited the Promoter will apply for necessary electricity supply for the Said Project by paying necessary charges for the same. On installation of such Transformer necessary cables upto each Wing will be laiddown and for each Wing for the energy meter sufficient space will be provided and for each apartment separate energy meter will be provided as per norms of the aforesaid Company. For common lights and energy required for common water supply pumps separate energy meter will be provided alongwith Diesel Generator Backup facility. It is specifically disclosed by the Promoter that, though the

Promoter provided aforesaid provisions for the Said Project, if there is any deficiency in supply of electricity then for such deficiency the Promoter will not be liable. The Allottee/ Purchaser with due diligence accepted the aforesaid disclosure.

- 1.11** The Promoter herein has inform and disclosed to the Allottee/ Purchaser herein that, Said Land is within the periphery of Pune Municipal Corporation, Pune and in light of provisions of Maharashtra Municipal Corporation Act and Development Control Rules applicable to the aforesaid Corporation, the Promoter herein will apply for water connections for the Said Project/Said Project from time to time and connect the such water connections for water storage tanks as per sanctioned Building plan and from such water storage tank proper water connection in each tenement in the project will be connected. The Promoter further specifically disclose that, though the Promoter, providing water as aforesaid by adopting aforesaid method, if the water supply available out of that method is found insufficient for the occupants in the project, than additional required water supply has to be procured by the Occupants/Purchasers at their cost.
- 1.12** The Promoter herein state that, in the Said Project the specifications for the building in the Said Project and specifications for each apartment in the building are more particularly stated in Annexure - 4 annexed hereto.
- 1.13** The Promoter herein state that, for the Said Project, being Building/Wing A& B are common amenities, facilities and restricted common facilities are more particularly stated in Annexure - 5 annexed hereto will be provided on or before receipt of Last Completion Certificate for the tenements in aforesaid Buildings/Wings.
- 1.14** The Promoter herein has made full and true disclosure as to the name and address of the Architect and Structural Engineer as stated in preamble paragraph No.4 hereinabove written.

- 1.15** The Promoter herein to disclosed and provided to the apartment Allottee/purchaser for inspection copies of demarcation plan, layout and building plan as well as sanction layout plan and building plan and further disclose that, balance sanctionas stated in Sub-Clause No.1.4 & 1.5 is yet to be receive and Promoter will obtain the same in due course by utilizing all type of buildable potential of the Said Land as per development control rules and regulations applicable for the Said Land from time to time till the completion of Said Project in all respect by receiving full and final completion certificate.
- 1.16** The Promoter herein has disclosed as to the date of delivery of possession of the Said Apartment to the Allottee/Purchaser as stated in Clause No.8 hereunder written.
- 1.17** The Promoter herein has also informed and disclosed to the Allottee/Purchaser as to the nature of organization of the Allottee/Purchaser of the apartments in the Said Project to be constituted and to which title is to be passed as stated hereunder written.
- 1.18** The Promoter herein has made full and true disclosures as aforesaid to the Purchaser and further also requested to the Allottee / Purchaser to carry out the search and to investigate the Marketable Title and rights and authorities of the Promoter, in respect of the Said Land by appointing his/her/their own advocate. As required by the Allottee / Purchaser the Promoter herein has given all information to the Allottee / Purchaser herein and he/she/they is/are acquainted himself /herself/ themselves with all the facts as to the Marketable Title and rights and authorities of Promoter and after satisfaction and acceptance of title has/have entered into this agreement. The Allottee/Purchaser hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter in respect of the Said Land and further Promoter's rights and authority as to enter into this agreement.

1.19 The Promoter herein informed the Purchaser that during actual construction, the room sizes or the carpet area of the said Tenement may or likely vary upto 3% than as stated in Annexure- 3 annexed hereto and in such case neither Promoter nor Purchaser is entitled to demand or pay any amount to each other.

2. ALTERATION, MODIFICATION IN SANCTIONED LAYOUT, BUILDINGS PLANS AND CONSTRUCTION ACCORDINGLY:-

As stated in Sub-Clause No.4&5of Clause No.1 hereinabove written, the Promoter has to obtained partial sanction for the available buildable potential and sanction to the buildable potential is yet to be received accordance with sanctionedbuilding layout plan sanctioned by Pune Municipal Corporation Pune. The Allottee/ Purchaser herein has seen sanctioned layout and building plan for the Said Land and with due diligence approved layout subject to further variation as may be considered necessary or as may be required by concerned development controlling authority / Government.

The Allottee/Purchaser herein is well aware that, as per sanction building plan the balconies are shown in Said Apartment but for convenient usefulness of the Said Apartment the balconies has to be enclosed and get amalgamated into adjacent study room or pooja as the case may be and which is permitted under development control Rules of the Development Controlling Authority applicable to the Said Project and for that required premium has paid by the Promoter and such modified amalgamated apartment floor plan is annex hereto as Annexure-3A and the aforesaid changes are made as per the request of the Allottee / Purchaserherein and hence hereinafter Allottee / Purchaserherein shall and will not raise any objection, complaint and query as the case may be for such changes and have given irrevocable consent with due diligence. If any variations or modifications which adversely affect the Said Apartment as shown in Annexure-3A are annexed hereto

for which the Promoter shall have prior consent of the Allottee/Purchaser herein.”

The Allottee/Purchaser herein is well understood the facts that, to use balance FSI of Said Land, paid FSI and permissible TDR Said Land and FSI which will be received to the Promoter from the Development Controlling Authority receivable against handing over the area affected by road out of the Said Land, considering the aforesaid facts the Promoter herein has reserved right to consume the same by obtaining sanction for the building plan with vertical changes of the building/wings, construction of which is yet to be commenced as per Said Layout Plan for the Said Land. For the aforesaid purpose the Allottee/Purchaser herein by executing these present with due diligence has/have given consent and further assured to the Promoter separate consent will not be required.

Provided that, the Promoter shall have to obtain prior consent in writing from the Allottee/Purchaser herein in respect of such variations or modifications which adversely affect the Said Apartment/flat which the Allottee/Purchaser herein has agreed to purchase on ownership basis in pursuance of this instrument.

3. CONSIDERATION OF THE SAID APARTMENT:-

- A. Considering the present status of the construction of the building/s at site in which the said tenement is situated and further in light of the Purchaser agreed to pay the consideration as stated sub-para 'B' hereunder written, the Promoter has agreed to sell at concessional rate and Purchaser herein has agreed to purchase, all that, residential / commercial tenement being Flat No.603, having carpet area admeasuring 52.98 sq.mtrs. i.e. 570.27 sq.fts. (which including amalgamated the then Balcony as per sanction plan in light of Development Control Rules) situated at 6 floor in Building/Wing A which is under construction on part of the Said Land, which tenement is more particularly described in

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the Schedule-II hereunder written and shown floor plan annexed hereto as Annexure-3 i.e. Said Apartment, at or for lump-sum consideration of Rs.**76,41,270.00/- (Rupees: Seventy Six Lakh Forty One Thousand Two Hundred SeventyOnly)**including price for proportionate of the common areas and facilities appurtenant to the Said Apartment, the subject to the encumbrance of the limited areas & facilities and including Goods & Service Tax (GST = CGST + SGST) but excluding all expenses of Stamp Duty and Registration Fees, Local Body Surcharge (U/S. 149 A & 149 B of The Maharashtra Corporation Act, or any other tax, cess, etc., which may be levied by Local Authority, State or Central Government same have to be paid by the Allottee/Purchaser/s to the Promoter or concerned authority separately and if such amount is paid by the Allottee/Purchaser/s to the Promoter then the Promoter will issue the receipt to that effect to the Purchaser. The Promoter herein has agreed to provide the specification in the Said Apartment, which are more particularly described in the Annexure-4 annexed hereto. The nature extent and description of the common / limited common areas and further description of common / limited common facilities are more particularly described in the Annexure-5 annexed hereto.

It is specifically agreed and understood between the parties hereto that, the Allottee / Purchaser herein has agreed to purchase and Promoter herein has agreed to sell the Said Apartment on ownership basis at the rate on carpet area of the Said Apartment on lumpsum basis, at or for consideration as stated heretobefore.

- B. The Allottee / Purchaser herein is well aware that, the building / wing in which the Said Apartment is situated is under construction on the Said Land, construction of which is in progress and considering the present status of the construction of the same, the Allottee / Purchaser has/have agreed to pay

the aforesaid agreed consideration to the Promoter herein in the following manner:-

- i) 10% On or before signing of this agreement.
- ii) 20% To be paid after execution of this Agreement and prior to Registration and Admission of execution before Sub-Registrar Haveli. (not exceeding 30% of the total consideration)
- iii) 15% Within 8 days of completion of plinth work of the building/wing in which the Said Apartment is located. (not exceeding 45% of the total consideration)
- iv) 25% Considering the building/wing in which the Said Apartment is located is having Basement Parking Podium Parking, Stilt Parking and Upper 13thFloors and hence this installments shall be paidby the Purchaser to the Promoter in 5 Sub-Installment within 8 days, First on completion of Basement Parking Floor and Podium Parking Floor Slabs, Second on completion of 2ndFloor Slab, Third on completion of 6th Floor Slabs, Fourth on completion of 9th Floor Slabs and Fifth on completion of 13th Floor Slabs.(not exceeding 70% of the total consideration)
- v) 05% Within 8 days from completion of walls, internal plaster, floorings, doors and windows of the Said Apartment. (not exceeding 75% of the total consideration)
- vi) 05% Within 8 days from completion of Sanitary Fittings, Staircases, Lift wells, Lobbies upto the Floor level of the Said Apartment. (not exceeding 80% of the total consideration)
- vii) 05% Within 8 days from the completion of external plumbing, external plaster, elevation, terraces with waterproofing of the building/wing in which the Said Apartment is located. (not exceeding 85% of the total consideration)

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- viii) 10% Within 8 days from the completion of lifts, Water Pumps, Electrical Fittings, Electro, Mechanical and Environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as prescribed in this Agreement for the building/wing in which Said Apartment is located. (not exceeding 95% of the total consideration)
- xi) 05% And other dues payable by the Allottee/Purchaser to the Promoter within 15 days from the receipt of intimation letter alongwith the copy of the Occupation/Completion Certificate as to the take the possession of the Apartment or at the time of receiving the possession of the Said Apartment whichever is earlier, failing which Allottee/Purchaser shall be liable to pay the interest as stated in Clause No.4 hereunder written till the full payment with interest and monthly maintenance charges, from the date of expiry of aforesaid stipulated period.

The Promoter herein has informed to the Purchaser that, the Construction of the building/wing as well as apartments therein will be completed as per situation at site and due to that, more than one work may be carried out simultaneously and the Purchaser shall be liable to pay the installment as per the work progress as stated hereto before.

The Allottee/Purchaser herein shall pay the aforesaid consideration alongwith the all applicable taxes, etc. to the Promoters herein on due date or within 7 days from the Allottee / Purchaser receiving the intimation in writing on paper or by digital E-mail or SMS from the Promoters calling upon the Allottee/Purchaser to make the payment. **Payment in time is the essence of the contract.**

The Promoter herein informed to the Purchaser herein that, the payment towards the consideration, Goods & Service Tax (GST = CGST + SGST) and interest thereon, if any, has to be made by

the Purchaser by Cheques / Demand Draft/ RTGS issued / drawn in the name of "**M/s. Rising Associates Bibvewadi Collections A/C, Account No. 0600102000009966**" and payment towards Stamp Duty and Registration Fees, Local Body Surcharge (U/S. 149 A & 149 B of The Maharashtra Corporation Act, or any other tax, cess, etc., which may be levied by Local Authority, State or Central Government, taxes, etc. has to be made by the Purchaser by cheque/Demand Drafts/RTGS issued /drawn in the name of "**M/s Rising Associates E-tax A/C, Account No. 0087102000035051**" should be made payable at Pune OR by direct transfer to the aforesaid account at IFSC Code No. **IBKL0000087**.

- C. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee / Purchaser 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 / Purchaser which shall only be applicable on subsequent payments.
- D. The Allottee/Purchaser 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 / Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

4. INTEREST ON UNPAID DUE AMOUNT:-

Without prejudice to the right of the Promoter, to take action for breach arising out of the delay in the payment of the

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installments on the due dates, the Allottee / Purchaser shall be bound and liable to pay interest, @ minimum lending rate of State Bank of India highest marginal cost of Lending Rate or bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public whichever is higher, plus two per cent per annum, on all the amounts which become due and payable by the Allottee / Purchaser to the Promoter till the date of actual payment, provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this agreement, nor shall it be construed as condonation of the delay, by the Promoter against delay in payments by the Allottee / Purchaser.

5. TERMINATION OF AGREEMENT:-

- 5.1** Without prejudice to the right of the Promoter to charge interest in terms of Clause No.4 hereinabove written on Allottee / Purchaser committing any default in payment on due date of any amount due and payable by Allottee to the Promoter under this Agreement (including his/her proportionate share in taxes levied by concern local authority, State or Central Government and other outgoings) and on the Allottee/Purchaser committee three default of payment of installments/Sub installments or Allottee / Purchaser herein violates any terms and conditions of this agreement for whatsoever reason then, the Promoter herein shall have absolute right and authority to terminate this agreement by giving prior 15 days notice in writing to the Allottee by register post A.D. 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, by stating specific default, breach or breaches of the terms and conditions being grounds behind intention of termination of the agreement and the Allottee / Purchaser herein within reasonable time may get the default rectified and which period will not be more than 15 days from the receipt of such notice. After giving notice in writing, if the Allottee / Purchaser herein fail to rectify the default / breach of terms and conditions within aforesaid

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stipulated period, then this transaction shall stands cancelled and right, title, interest of the Allottee/Purchaser under this agreement towards the Said Apartment also stands cancelled and the Allottee/Purchaser shall have only right to have the refund of the amount without any interest subject to condition stated in Sub-ParaNo.5.4 hereunder written on execution and registration of Cancellation Deed.

- 5.2** For whatsoever reason if the Allottee / Purchaser herein desire to terminate this agreement / transaction in respect of the Said Apartment then, the Allottee / Purchaser herein shall issue 15 days prior notice to the Promoter as to the intention of the Allottee / Purchaser and on such receipt of notice the Promoter herein shall be entitled to deal with the Said Apartment with prospective buyers.
- 5.3** It is specifically agreed between the parties hereto that, if the transaction in respect of the Said Apartment between the Promoter and Allottee / Purchaser herein terminated as stated in sub-para 5.1 and 5.2 hereinabove written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee / Purchaser herein shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.
- 5.4** On termination of transaction in respect of the Said Apartment as aforesaid the Allottee / Purchaser herein shall be entitled to receive the amount being refund of consideration paid by the Allottee / Purchaser to the Promoter after re-disposing of Said Apartment by the Promoter as under :-
- 5.4.1** If the Promoter able to dispose off the Said Apartment for the same consideration or higher consideration as to the consideration agreed between Promoter and Allottee / Purchaser herein then, the Allottee / Purchaser herein is entitled to receive and Promoter herein is bound to pay the entire part consideration paid by the Allottee / Purchaser to the Promoter in pursuance of this present without any interest or any additional amount under whatsoever head.

- 5.4.2** If the Promoter able to dispose of the Said Apartment for the lesser consideration as to the consideration agreed between Promoter and Allottee / Purchaser herein then, the Promoter herein shall be entitled to deduct the such less amount of consideration from the amount paid by the Allottee / Purchaser herein to the Promoter towards the part consideration of the said property and shall refund balance amount without any interest or any additional amount under whatsoever head and accordingly the Allottee / Purchaser herein shall be entitled to receive the same.
- 5.4.3** The Allottee/Purchaser herein is not entitle to receive refund of amount paid by the Purchaser to the Promoter for payment of GST or any other taxes, cesses, Stamp Duty, Registration Fee, etc. as stated in Clause No.17&29 hereunder written.
- 5.4.4** If the Allottee/Purchaser herein availed housing loan against the Said Apartment from any financial institute, etc. then the Allottee/Purchaser herein is not entitle to received the aforesaid refund till producing No Dues Certificate and Release Deed executed by such financial institute to releasing the encumbrance of loan and interest thereon on Said Apartment.
- 5.4.5** Without prejudice to the aforesaid conditions, it is further agreed between the parties hereto that on termination of this agreement and transaction between the parties hereto as aforesaid, the Allottee/Purchaser herein shall only have right to have the refund of the amount on execution of Cancellation Deed, since his/her/their all other rights under this agreement automatically extinguished, on termination as stated in Sub-Clause-5.1 and 5.2 hereinabove written.
- 5.5** Notwithstanding any of the above clauses in the event of the Promoter unable to give possession of the Said Apartment on the due date, for reasons of there being any adverse order being passed in any proceeding by any Court, the Allottee / Purchaser will be entitled to terminate this agreement by issuing proper letter in writing and on such termination the Promoter shall within 60 days of such termination refund the

entire amount received under this agreement with interest @ minimum lending rate of State Bank of India highest marginal cost of Lending Rate or bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public whichever is higher, plus two per cent per annum, at the time of the Allottee/Purchaser herein executing proper registered Cancellation Deed by producing dues payable to the financial institute against the mortgage of the Said Apartment after deducting the amount payable by such financial institute by the Allottee/Purchaser herein and such due amount will be paid by cheque/demand draft by the Promoter to such financial institute on behalf of Allottee/Purchaser herein, on execution of proper Release Deed by such financial institute releasing the encumbrance on the Said Apartment. For aforesaid Release Deed, the Allottee/Purchaser herein at the time of execution and registration of Cancellation Deed, shall execute Special Power of Attorney, appointing Promoter herein as the constituted attorney to represent Allottee/Purchaser before aforesaid financial institute to repay loan alongwith interest and get executed Release Deed to release the mortgaged encumbrance of such financial institute.

- 5.6** Notwithstanding anything contents herein above written in this clause, it is specifically agreed and understood that, after issuing the notice and accepting by other party with specifying date for refund of amount and if the Allottee / Purchaser failed to present himself /herself/ themselves for execution and registration of Cancellation Deed on or before such specified date as called by the Promoter, then for the period from such date till Allottee/ Purchaser executing such Cancellation Deed, the Allottee /Purchaser is not entitled and the Promoter herein is not bound to pay the interest on the amount so-far paid by the Allottee / Purchaser to the Promoter.

6. OBSERVATION OF CONDITIONS IMPOSED BY DEVELOPMENT CONTROLLING AUTHORITY:-

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned development controlling authority at the time sanctioning the said plans or thereafter and shall, before handing over possession of the Said Apartment to the Allottee / Purchaser herein, obtain from the concerned development controlling authority occupation and/or completion certificate in respect of the Said Apartment. The Allottee / Purchaser herein also shall observe and perform all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned development controlling authority at the time sanctioning the said plans or thereafter at the time of issuing completion/occupation certificate and further observe all development controlling rules applicable to the building in which the Said Apartment is situated.

7. SPECIFICATIONS AND AMENITIES:-

The Fixtures and fittings with regards to the flooring and sanitary fitting and amenities like one or more lifts with particular brand or price range (if unbranded) to be provided by the Promoter in the Said Apartment and Building in which the Said Apartment is located as are set out in Annexure-4 annexed hereto. Common & restricted common amenities and facilities for the project on the Said Land are stated in the Annexure-5 annexed hereto. In the scheme multi storied high-rise buildings/wings are under construction and considering to maintain the stability of the buildings/wings and internal structures, the Promoter herein specifically informed by its consultant not to allow any internal changes, as to shifting of walls, toilets, chizeling walls and R.C.C. members and hence the Promoter herein prior to enter into this instrument

specifically instructed to the Allottee / Purchaser herein that, his/her/their request to provide any shifting of walls, toilets etc. and no deduction in consideration will be given for material or labour on account of any change or modification or alteration will not be accepted.

8. DELIVERY OF POSSESSION:-

- 8.1** The Promoter shall give possession of the Said Apartment to the Allottee/Purchaser on or before 30/09/2023. If the Promoter fails or neglects to give possession of the Said Apartment to the Allottee/Purchaser herein on account of reasons beyond his control and of his agencies employed for construction, as per the provisions of section 8 of MOFA& Section 18 of RERA, by the aforesaid date or the date or dates prescribed in section 8 of the MOFA& Section 18 of RERA, then the Promoter shall be liable on demand to refund to the Allottee/Purchaser the amounts already received by him in respect of the Said Apartment with simple interest pay interest, @ minimum lending rate of State Bank of India highest marginal cost of Lending Rate or bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public whichever is higher, plus two per cent per annum, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Promoter to the Allottee/Purchaser such amount shall subject to prior encumbrances if any, be a charge on the Said Apartment.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Said Apartment on the

aforesaid dated, if the completion of building in which the Said Apartment is to be situated is delayed on account of:-

- i. War, civil commotion or act of God.
- ii. Any notice, stay order from any court or any other order, rule, notification of the Government, any direction from the Development Controlling Authority or Competent Authority as to mandatory change in construction.
- iii. The Allottee / Purchaser has / have committed any default in payment of installment as mentioned in Clause No.3 hereinabove written, and all other amounts payable by the Purchaser to the Promoter in respect of the Said Apartment, in terms of these present.
- iv. Non-availability of steel, cement, other building material, water or electric supply as well as labour strike or scarcity of availability of expert labour.

8.2 After completion of construction of the Said Apartment and within 7 days from the receipt of completion/occupation certificate from concern competent authority and the payment made by the Allottees as per the Agreement the Promoter herein shall offer in writing the possession of the Said Apartment to the Allottee/Purchaser and after inspecting the Said Apartment in all respect and get satisfied according to the terms and conditions of this agreement within 15 days from the receipt of aforesaid offer in writing Allottee/Purchaser shall take the possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documents as prescribed in this Agreement and accordingly the Promoter shall give the possession of the Said Apartment to the Allottee/Purchaser by complying all compliances as agreed in this present.

8.3 The Promoter specifically informed the Allottee/Purchaser that, the Said Project is a project consisting of 2 Wings, common amenities like club house, landscaped garden, etc. and the construction of such common amenities will be completed in due course within 6 months, only after completion of

construction of all the buildings/wings in the Said Project as per Said Layout Plan of the Said Land and considering this aspect, in light of written intimation as stated here to before issued by the Promoter to the Allottee/Purchaser herein, the Allottee/Purchaser herein shall have to take the possession as stated above and not entitled to refuse to take the possession on ground of non construction of aforesaid common amenities to the Said Project.

8.4 In case, the Allottee/Purchaser fails to take the possession within stipulated period as stated hereto before, since the occupation/completion certificate is received, the Allottee/Purchaser continue to be liable to pay maintenance charges and all other statutory payments to the concern authorities and interest being penal interest@ 1.25% per month or part thereof to the Promoter from the date of receipt of occupation/completion certificate.

8.5 If the Promoter herein, fails to complete the construction of the Said Apartment, within aforesaid stipulated period then, subject to the terms and conditions of this present, as agreed between the Allottee/Purchaser and the Promoter herein, if the Allottee/Purchaser has paid the consideration and other amount to the Promoter on due date and has not committed any breach of payment then only the Allottee/Purchaser herein shall be entitled to receive from the Promoter, compensation calculated at the rate of Rs.5/- per sq.foot of carpet area of the Said Apartment for per month, from the aforesaid due date subject to extension for the grounds hereto before stated, till the construction of the apartment is completed and ready for handing over the possession to the buyer of the apartment. The aforesaid amount will be paid or adjusted at the time of delivery of possession of the Said Apartment. It is further agreed between the parties to that, payment of interest on delayed period on delayed amount paid by the Allottee/Purchaser, will not amount that, the delay is condoned on the contrary in such circumstances, on the ground of Allottee/Purchaser failed to pay the due installment on due date, amount to breach of

aforesaid condition and Allottee/Purchaser will not entitled to receive the aforesaid compensation.

It is further agreed between the parties hereto that, after receiving the possession of the said residential unit by the Allottee/Purchaser in pursuance of this clause, the Allottee/Purchaser herein shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the Promoter herein.

9. DEFECT LIABILITY:-

The Allottee/Purchaser herein shall take the possession of the Said Apartment within stipulated period as stated in Clause No.8.2 hereinabove written.

If within a period of five years from the date of handing over the possession of the Said Apartment by the Promoter to the Allottee/Purchaser, the Allottee/Purchaser brings to the notice of the Promoter in writing any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of 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/Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided that, defect liability of the Promoter for the standard fittings, machinery including generator set for backup, STP, electric pumps, waste management plants, lift, Gas line if any, security equipments if any, Solar System if any, will be as per the warrantee provided by the respective manufacturer /supplier.

Further provided that, it is agreed that the defect liability period shall be deemed to have commenced from the date of expiry period in written intimation issued by the Promoter to the Allottee/Purchaser to take the possession of the Said Apartment or the Allottee/Purchaser took the possession of the Said Apartment whichever is earlier.

Provided however, that the Allottee / Purchaser shall not carry out any alterations of the whatsoever nature in the Said Apartment or in the fittings therein, in particular it is hereby agreed that the Allottee / Purchaser shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein.

10. USE OF THE SAID APARTMENT:-

10.1 The Allottee / Purchaser herein shall use the Said Apartment or any part thereof or permit the same to be use only for purpose of residence or office as the case may be as per sanction building plan. The Allottee / Purchaser shall use the Said Apartment or any part thereof or permit the same to be use only for residential purpose or office purpose as shown in the sanctioned plan and owners/occupiers shall not use the same for Classes, Massage Centre, Gambling House, or any illegal or immoral purpose.

10.2 After receiving the possession of the Said Apartment, the Allottee / Purchaser herein for whatsoever reason desire to grant the use of the Said Apartment to any third party on leave and license basis or otherwise, than he should have prior written consent of the Promoter till the formation of Co-operative Society and thereafter consent of the society in writing and further copy of such instrument shall be handed over to the Promoter or society as the case may be and further the Allottee / Purchaser herein shall inform to the concerned

police station in writing as to the grant of use alongwith the details of the persons who intend to reside / use the Said Apartment.

- 10.3** The Allottee / Purchaser or occupant of the Said Apartment, shall use parking space only for parking his / her / their own vehicle only. The apartments holders/occupiers in the project shall not be entitled to park inside the project at any place any heavy vehicles such as truck, bulldozer, buses, tractors etc. and further any apartment holder / occupier in the project shall and will not be entitled to park his/her/their any two / four wheeler vehicle in drive way.

11. FORMATION OF ORGANISATION OF APARTMENTS HOLDERS IN THE BUILDING/S AND PROJECT ON THE SAID LAND:-

- 11.1** As per sanction layout there are two buildings one having Building/Wing "A" & Building/Wing "B" consisting of Lower Parking, Upper Parking and above Floors having residential tenements and common amenities being club house, Kids Play area, gymnasium will be provided in Open Space for tenement holders in Wing "A" & Wing "B" to be constructed on major part of Said Land and considering this aspect in light of Sec.-17 of RE(R&D)A, R.9 of RE(R&D)R, Sec.11 of MOFA R.9 of MOFR, for common maintenance of respective Building/Wing "A" & "B" the Promoter has decided to form tenant co-owner, Co-Operative Housing Society being **KOHINOOR JEEVA "A + B" Co-Operative Housing Society Ltd.** under the provisions of Maharashtra Co-Operative Societies Act 1960 and Rules made there under for tenement holders Building/Wing "A" & "B" for common maintenance for common provisions for aforesaid Building/Wings and common facilities such as Club House, Swimming Pool, Kids Play area etc. After receiving last Completion Certificate for tenements in Building/Wing "A" & "B" and receipt of all dues from all buyers of the tenements in such

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Building/Wing will be executed Conveyance Deed for Building/Wings "A" & "B" common amenities and proportionate land area with area under open space in light of used buildable potential for construction of Building/Wing "A" & "B" in favour of such Co-Operative Housing Society **KOHINOOR JEEVA - A+B Co-Operative Housing Society Ltd.** The Promoter herein constructing another separate building being Building "C" for agreed to sell the tenements on ownership basis to the Allottee of MHADA under the category Lower Income Group & Middle Income Group (LIG & MIG) and building consisting of Stilt Common Parking and above residential tenements, the tenements holders and occupier therein will not have common amenities such as Swimming Pool, Club House etc., to maintained the Building "C" and common facilities for the Building "C" the Promoter herein decided to firm separate Tenant Co-Owner Co-Operative Housing Society for tenements holders therein being **KOHINOOR JEEVA "C" Co-Operative Housing Society Ltd.** under the provisions of Maharashtra Co-Operative Societies Act 1960 and Rules made there under and further after receiving last Completion Certificate for tenements in Building/Wing "C" and receipt of all dues from all buyers of the tenements in such Building/Wing within 6 months Promoter will be executed Conveyance Deed in favour of **KOHINOOR JEEVA "C" Co-Operative Housing Society Ltd.** for Building "C" and proportionate share in the net plot of land in light of used buildable potential for construction of Building "C".

- 11.2** In light of the aforesaid understanding, the Purchaser herein is well aware that, the Promoter herein is not going to form Association of Apartment or Company of the apartments holders in the building which is under construction or to be constructed on the Said Land and hence with due diligence the Purchaser herein by accepting to become the member of such co-operative society, has entered into this transaction.

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11.3 To enable the Promoter to form the society as aforesaid, the Allottee / Purchaser herein shall join in forming and registering the Society, from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 15 days of the same being forwarded by the Promoter to the Allottee / Purchaser herein, so as to enable Promoter to register the society of the Allottee / Purchaser of the apartment/s in the project under Sec.-19 of RE(R&D)A, R.9 of RE(R&D)R, Sec.10 of MOFA R.8 of MOFR. No objection shall be taken by the Allottee / Purchaser if any changes or modifications are made in the draft bye-laws, or the Memorandum and / or Article of association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

12. CONVEYANCE DEED:-

The Promoter herein has made full and true disclosure as to how the Said Project on the Said Land is completed and Co-Operative Housing Societies of tenements holders in the Said Project will be formed as stated in foregoing clauses as aforesaid and considering the provision Sec.-17 of RE(R&D)A, R.9 of RE(R&D)R, Sec.11 of MOFA R.9 of MOFR, the Promoter will execute Conveyance Deeds in favour of **KOHINOOR JEEVA "A+B"** Co-Operative Housing Society Ltd. & **KOHINOOR JEEVA "C"** Co-Operative Housing Society Ltd. within stipulated period subject to the compliances as stated in Clause No.11 hereinabove written. The aforesaid stipulated period is stated subject to the co-operation from buyers of the Apartment and office bearers of the aforesaid Society.

13. REGISTRATION OF THIS AGREEMENT:-

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The Allottee / Purchaser herein 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, on receiving the written intimation with copy of registration receipt from the Allottee / Purchaser herein.

14. PAYMENT OF STAMP DUTY REGISTRATION FEE ETC:-

The Allottee / Purchaser herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of Housing Society in which the Allottee / Purchaser will be member.

15. PAYMENT OF TAXES, CESSSES ETC:-

- 15.1** The Allottee / Purchaser herein is well aware that, the Central Government of India has imposed Goods and Services Tax (GST = CGST + SGST), with effect from 01/07/2017 and same has to collected by the Promoter from the buyer of the Apartment/Flat and paid to the State and Central Government under the provisions of Goods & Service Tax Act, 2017 and rules & clarifications made there under from time to time. Considering the aforesaid provisions, whatever GST rate is fixed by the State & Central Government from time to time same has to be paid by the Allottee/ Purchaser herein for the transaction in respect of the Said Apartment/Flat between the Promoter and Allottee /Purchaser. As per the provisions under the aforesaid Acts & Rules, the Promoter herein has to collect the aforesaid GST from the Purchaser/Buyer of the Apartment/Flat and pay the same to the authorities under the aforesaid Act and also file returns within stipulated period. The Allottee/Purchaser herein has to pay aforesaid GST at the time of payment of installments and the Promoter herein has to deposit/pay the same to the respective authorities under aforesaid Act.

15.2 If at any time, Central, State Government, Development Control Authority or any other statutory authority under any law 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 for the transaction in respect of the Said Apartment between the parties hereto and construction of the Said Apartment which is to be carried out by the Promoter, shall exclusively be paid/borne by the Allottee / Purchaser. The Allottee / Purchaser hereby, always indemnifies the Promoter from all such levies, cost and consequences.

15.3 From the date of Completion/Occupation Certificate or Allottee /Purchaser taking possession of the Said Apartment, whichever is earlier the Allottee / Purchaser herein shall be liable to bear and pay all taxes, cesses in respect of the Said Apartment and proportionate maintenance charges in respect of the Said Building and expenses for common facilities such as Common light meter, water pump/s expenses for lift if any etc. and non-agricultural assessment in respect of the Said Land to the respective authorities or/and to the Association of Apartment which is to be formed for all Apartment Holders in the Said Building.

15.4 The Allottee / Purchaser herein is well aware that, the Central Government of India has inserted Sec.194-IA in Income Tax Act 1961 imposed responsibility on Allottee / Purchaser if consideration payable by the Allottee / Purchaser to the Promoter is more than Fifty Lakh, then at the time of credit of such sum to the account of Promoter or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount equal to 1% of such sum as income tax thereon and accordingly if the Allottee / Purchaser herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is

made produced original Challan-cum-statement in Form No.26QB u/s 194-IA of Income Tax Act 1961 read with Income Tax Rule 30(a)(2A) & 31A in the name of Promoter herein with PAN NO.AABCA4640E then only the Promoter will acknowledge receipt of part consideration of Said Apartment for the amount equal to deducted and paid under such Challan-cum-statement.

Provided that, at the time of handing over the possession of the Said Apartment if any such Challan-cum-statement in Form No.26QB is not produced by the Allottee / Purchaser, then Allottee / Purchaser herein shall deposit amount as interest free deposit with the Promoter equivalent to the amount which is to be paid by the Allottee / Purchaser under aforesaid provision and which deposit amount will be refunded by the Promoter to the Allottee / Purchaser on submitting Challan-cum-statement in Form No.26QB within 15 days from the end of the month in which possession of the apartment is delivered by the Promoter to the Allottee / Purchaser.

- 15.5** Notwithstanding anything contained hereinabove, the liability to pay the aforesaid taxes, etc. shall always be on the Allottee / Purchaser of the Said Apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter, in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee / Purchaser alongwith interest, at the rate imposed by such recovery authority for nonpayment within limitation by the person who is liable to pay such amount and the Allottee / Purchaser herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee / Purchaser in writing. It is further specifically agreed that, aforesaid encumbrance shall be on Said Apartment being first encumbrance of the Promoter. The Allottee / Purchaser herein with due-diligence has accepted the aforesaid condition.

16. COMMON MAINTENANCE:-

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16.1 Commencing a week after notice in writing is given by the Promoter to the Purchaser that, Said Apartment is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the Said Land and building/s namely- maintenance of garden, open space, energy meter bills payable to M. S. E. D. Co.Ltd. for the street lights, common lights in open space, garden, stairway, passages, outer periphery of the building, lift, machine room, genset, water pumps, expenses for fuel of genset, annual maintenance of lift, genset, motors, payment to sweepers, motorman, security person/s, person cleaning overhead and underground water tank, maintenance management team, person working in club house etc. and all other expenses necessary and incidental to the management and maintenance of the Said Land and building/s, but not covered the payment of taxes, being property tax payable to the concerned development controlling authority/Local Body in respect of the apartment, insurance or sinking funds, non agricultural assessment or other taxes payable to the State or Central Government, energy meter bills for individual apartment as well as water meter bills for individual apartment and internal maintenance of the apartment.

16.2 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 for the building in which Said Apartment is situated is

formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter provisional monthly contribution of Rs. 65/- per sq.mtrs. carpet towards the outgoings for the period of 24 months. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building or wing is executed in favour of such society as aforesaid. On such conveyance being executed for the structure of the building or wing, the aforesaid deposits (less deduction / expenses incurred as mentioned in this Agreement) shall be paid over by the Promoter without any interest to the Society, as the case may be.

16.3 It is specifically stated that, maintenance for Buildings/Wings "A+B" with common amenity in open space separately applicable and payable by tenement holders in Buildings/Wings "A+B" and similarly maintenance for Building "C" separately applicable and payable by tenement holders in Building/Wing "C".

17. SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME:-

17.1 The Promoter herein has specifically informed to the Allottee / Purchaser and Allottee / Purchaser herein is/are also well aware that, the Promoter herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building/s, outer colour scheme, terraces, windows and grills etc. and hence the Allottee / Purchaser or any owner or occupier of the apartment/s in the building shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water / water of adjacent terraces / sit-out / roofs shall always have

proper flow and should not obstruct the same in any manner. The Allottee / Purchaser herein specifically undertakes to abide aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sale the Said Apartment to the Allottee / Purchaser herein on ownership basis, subject to the terms and condition of this Agreement.

17.2 In the Said Project the Promoter herein are providing advance technology amenities / material / plant and equipment in common facilities like elevators, electric rooms etc. and which has to be operated / used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over the aforesaid facilities to the society, society shall set it's own norms for use of common amenities in order to avoid misuse, injuries and causalities / calamities occurred and any damages of whatsoever nature caused to any person or property for that, the Promoter shall and will not responsible.

17.3 The Promoter herein specifically informed to the Purchaser that, the Promoter will not entertain any request of the Purchaser as to the any extra work, alteration, modification, additions in the Said Apartment and the Purchaser herein has agreed and accepted the condition.

18. PROMOTER'S EXCLUSIVE RIGHT OF ALLOTMENT OF RESTRICTED COVERED PARKING SPACES:-

18.1 As per the Development Control Rules for parking provision applicable to the Building/Wings "A+B" under construction on measure part of the Said Land, the Promoter herein has to provide certain car parking spaces, scooter parking spaces and cycle parking spaces for use of the apartments holders in Building/Wings "A+B" out of the Said Project, but considering which parking spaces will be insufficient and will cause disputes between the buyers of the apartments in the project regarding parking of their vehicles and due to that, to avoid

such disputes Promoter herein by spending huge amount constructing Lower Parking& Upper Parking for the tenement holders in building/wing "A & B" with intention to provide minimum 1 Car Parking space to each tenement holders in aforesaid Buildings/Wings instead of providing separate common scooter parking and cycle parking etc.

The Purchaser herein after going through the D.C. Rule as to required parking area and the Promoter proposed to arrange parking area as shown in parking plan, the Purchaser herein by executing this present with due diligence has accepted the aforesaid arrangement and gave the consent for such parking plan.

18.2 As per the Development Control Rules for parking provision applicable to the Building/Wings "C" under construction on measure part of the Said Land, the Promoter herein has to provide certain car parking spaces, scooter parking spaces and cycle parking spaces for use of the apartments holders in Building/Wings "C" out of the Said Project, and accordingly Promoter has provided the same under Stilt and Side Margin of the Building "C" and same is for common use of all tenements holders in the Building "C" and further same has to use by the tenement holders therein as decided in General Body Meeting of all members of **KOHINOOR JEEVA** "C" Co-Operative Housing Society Ltd.

19. ADJACENT TERRACES:-

It is also understood and agreed by and between the parties hereto that, the terrace space in front of or adjacent to the terrace flats / apartments in the Said Building, if any, shall belong exclusively to the respective buyer of such apartment and such terrace spaces are intended for the exclusive use of the respective such apartment buyer. The said terrace shall not be enclosed by such apartment buyer till the permission in writing is obtained from the concerned development controlling

authority and the Promoter or society, or Association of Apartments as the case may be.

20. CONSENT FOR MORTGAGE ETC. :-

20.1 The Promoter herein may require to have project loan, from any financial institute including Nationalized or Co-operative Banks as the case may be for the said Project by mortgaging the Said Land along with building structures constructed or to be constructed on the Said Land. The Promoter herein shall obtain necessary no objection letter from the said bank in respect of the Said Apartment and handover the same to Purchaser/Allottee herein at the time of availing home loan.

20.2 If the Purchaser/Allottee desire to have the housing loan against the security of the said Tenement then, the Purchaser/Allottee herein shall inform in writing to the Promoter as to the details of such loan amount, name of the financial institute/bank and submit the sanction letter to the Promoter and thereafter the Promoter herein will issue required no objection certificate etc. along with copies of necessary documents to the Purchaser/Allottee, provided that the encumbrance of such loan amount and interest etc. thereon shall be limited to the said Tenement and Purchaser/Allottee alone shall be liable to repay the same.

20.3 After the Promoter executes this Agreement he shall not mortgage or create a charge on the Said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/ Purchaser herein who has agreed to purchase the Said Apartment in pursuance of this agreement.

21. SPECIFIC COVENANTS:-

21.1 The relation between Promoter and Allottee / Purchaser herein for the transaction in respect of the Said Apartment is seller and buyer respectively and the Promoter has agreed to sell the

Said Apartment being constructed apartment on the terms and conditions set forth in this present. The Promoter herein is constructing the Said Apartment at its own cost and risk and has to deliver the possession in pursuance of this present to the Allottee / Purchaser being duly constructed apartment.

- 21.2** After the Promoter obtaining the completion / occupation certificate in respect of the Said Apartment the Allottee / Purchaser shall also execute such other documents such as Supplementary Agreement with Possession, Possession Receipt, Indemnity, Declaration, Undertaking, supplementary agreement etc., as might be required by the Promoter.
- 21.3** The Allottee / Purchaser is/are hereby prohibited from raising any objection in the matter of sale of accommodations, flats, apartments being commercial or otherwise in the buildings which are to be constructed on the Said Land and allotment of exclusive right to use garage, terrace/s, car parking/s, garden space/s, space/s for advertisement or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by development controlling authority in the concerned locality. For the aforesaid purpose the Allottee / Purchaser is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.
- 21.4** Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the Said Land and building/s / wing/s or any part thereof except the Said Apartment. The Allottee / Purchaser shall have no claim save and except in respect of the Said Apartment hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, Garden space etc. will remain the property of

the Promoter until the Said Land and building is/are transferred to the society as hereinbefore mentioned.

21.5 Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Allottee / 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 of this agreement by the Allottee / Purchaser nor shall the same in any manner prejudice the rights of the Promoter.

21.6 In the event of the Society for the apartment holder in the buildings which are under construction on the Said Land which Promoter herein developing being formed and registered before the sale and disposal of all the apartments / units in the building/s which is/are to be constructed on the Said Land which Promoter herein developing, all the power, authorities and rights of the buyers of the apartments /units in such buildings, shall always be subject to the Promoter's over all right to dispose off unsold apartments and allotment of exclusive right to use unallotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement etc. and all other rights thereto. The Allottee / Purchaser or any other apartment holder in the building or ad-hoc committee or Societies as the case may be shall have no right to demand any amount from the Promoter herein as well as from the Promoter, in respect of the flats /accommodations /apartments in the buildings, which are to be constructed on the Said Land and adjacent lands which Promoter herein developing, towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

21.7 Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter shall have all the rights under this agreement

and other agreements in respect of the other apartment shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the apartments in the building/s is received by the Promoter.

21.8 The Promoter herein has not undertaken any responsibility nor has he/they agreed anything with the Allottee / 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.

21.9 Adjacent terrace has / have allotted by the Promoter to the Allottee/Purchaser of such apartment to which the terrace is adjacent to that, the same terrace have to be used by the Allottee/Purchaser herein or any other occupier on his behalf shall use the same being terrace and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of apartment holders in the building commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of the Allottee/Purchaser or occupier on his behalf and recover the cost of removal from Allottee/ Purchaser or occupiers, till the building is convey in favour of the society as aforesaid and after conveyance the society is entitled to take the action as aforesaid in place of Promoter. In light of this condition, the Purchaser herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any apartment being allotted as a exclusive right to use the terrace, sitout, passages, open space, parking space etc. alongwith the Said Apartment, if any.

21.10 The Promoter herein by spending huge amount providing high quality specifications in the Said Apartment and for the buildings which are under construction on the Said Land which Promoter herein is constructing, hence Allottee /

Purchaser / unauthorised persons / any agency shall not disturb the same under any circumstances concealed plumbing, concealed wiring etc. and considering this aspect and have the safety measures Purchasers are advised not to open this instrument or to try any changes with all these amenities otherwise guarantee / warranty may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load, neither Purchaser nor occupier of the Said Apartment or any person on behalf of them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or any structural changes or in any manner increase the electrical load in the Said Apartment because wires will not take additional load and such act will be amount to be breach of condition of this transaction. Similarly, after completion of the project and conveyance in the name of society, the such society will have absolute authority to expel the member for the Said Apartment and dispose of such apartment in market and refund the amount paid by the Purchaser to the Promoter herein being consideration of the Said Apartment. This condition is the essence of contract and Purchaser herein undertakes to abide the same.

- 21.11** The Promoter herein by spending huge amount has made high quality external elevation for the buildings which are under construction on the Said Land and adjacent land which Promoter herein is developing and to have the such external look forever, the Promoter herein specifically informed to the Allottee / Purchaser herein that, any buyer of the any apartment in the building shall and will not entitled to chiezel any external walls and have any additional openings in any manner for any purpose and further shall install cooling equipments if required at the places provided for the same inside the duct and any unit shall not been seen on external elevation. The Allottee / Purchaser herein undertake to abide this condition and if any owner or occupier of any apartment in

the building committed breach of this condition then, the Promoter as well as propose society which is to be formed by the Promoter for the apartments holders in the building which are under construction under Said Land and adjacent lands which Promoter herein is developing and its office bearers shall have absolute right and authority to close the such openings if any and recover the cost incurred for the same with interest from the such owner and occupier of the apartment.

21.12 The Promoter herein specifically informed to the Allottee / Purchaser that, water proofing and anti termite treatment in the project the guarantee stands automatically extinguished for the apartment, if any owner or occupier of such apartment in the building/wing chisel the aforesaid works in any manner. Considering this aspect, the Allottee / Purchaser herein undertake not to chisel the aforesaid work in any manner, which will cause the reason to cancel the aforesaid guarantee.

21.13 The parties hereto are well aware that, the Flat Number is three or four digit, first one or two digits denote floor of the building / wing and last digit denote the flat number.

21.14 The parties hereto are well aware that, in sanction building plan floor height is shown bottom of the floor slab and top of the top slab of concern floor/apartment and considering masonry and flooring work, always height shall be less than the shown in the sanction plan and considering this aspect floor to top of the apartment, the height will be near about 8'9" to 9' and the Purchaser herein accepted the aforesaid calculation and height by executing this present.

21.15 The Promoter herein has disclosed arrangement of water supply, Electricity Supply and provision of drainage and sewerage as stated in clause no. 1 herein above written and the Allottee/Purchaser herein with due diligence accept the aforesaid arrangement by executing these present. Further with due diligence the Allottee/Purchaser herein accept that,

the Promoter herein only responsible to provide the aforesaid facilities from concern authorities and not responsible for any shortfall of water, electricity and provision of drainage and sewerage, for the reason same is beyond the control of the Promoter.

22. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

- 22.1** The Promoter has clear and marketable title with respect to the Said Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the Said Land and also has actual, physical and legal possession of the Said Land for the implementation of the said Project;
- 22.2** 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;
- 22.3** There are no encumbrances upon the Said Land or the Said Project except those disclosed in this Agreement.
- 22.4** There are no litigations pending before any Court of law with respect to the Said Project.
- 22.5** All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, Said Land and Said Buildings/Wings are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Said Project, Said Land and Said Buildings/Wings shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Project, Said Land, Buildings/Wings and common areas;

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22.6 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;

22.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, including the Said Project and the Said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

22.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

22.9 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;

22.10 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;

22.11 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 land) has been received or served upon the Promoter in respect of the project land and/or the Project.

23. COVENANTS AS TO THE USE & MAINTENANCE OF THE SAID APARTMENT ETC:-

The Allottee / Purchaser himself/ herself/ themselves with intention to bring all persons into whosoever hands the Said

Apartment may come, doth hereby covenant with the Promoter as follows for the Said Apartment and also for the building in which the Said Apartment is situated;

- 23.1** To maintain the Said Apartment at the Allottee / Purchaser's own cost in good tenantable repair and condition from the date of possession of the Said Apartment is taken and shall not do or cause to be done anything in or to the Said Apartment or the building in which the Said Apartment is situated, staircase, entrance lobbies or any passage which may be against the rules, regulations or bye laws of the concerned development controlling authority or change/alter or make addition in or to the Said Apartment and/or to the building in which the apartment is situated and in or to the Said Apartment itself or any part thereof.
- 23.2** Not to store in/outside the Said Apartment or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building or storing of such goods is objected to by the concerned development controlling authority any other authority or under any law and shall not carry out or caused to carried out heavy packages upto upper floors, which may damage or likely to damage staircase, common passages, lift / elevator or any other structure of the building including entrances of the building and in case of any damage is caused to the building in which the Said Apartment is situated on account of negligence or default of the Allottee / Purchaser in this behalf, the Allottee / Purchaser shall be liable for all the consequences of the breach.
- 23.3** To carry at his/her/their own cost all internal repairs to the Said Apartment and maintain the Said Apartment in the same conditions, state and order in which it was delivered by the Promoter. Provided that for the defect liability period such repairs shall be carried out by the Allottee / Purchaser with the written consent and under the supervision of the Promoter and

shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned development controlling authority or other public authority. But in the event of the Allottee / Purchaser committing any act in contravention of the above provisions, the Allottee / Purchaser shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

- 23.4** Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the Said Apartment or any part thereof and not to make any addition or alteration in the elevation including doors, windows, railing or to cover the adjacent terraces and sit out to create any roof or canopy or enclosures of any sort in any manner or to open any additional door or windows to any outer wall of the apartment and outside colour scheme of the building and shall keep the sewers, drains, pipes, and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC parrdis or other structural members in the Said Apartment.
- 23.5** Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- 23.6** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Apartment in the compound or any portion of the Said Land and the building.
- 23.7** Pay to the Promoter within 15 days of demand by the Promoter, his share of security deposit demanded by concerned development controlling authority or Government or giving water, electricity or any other service connection to the building in which the Said Apartment is situated.

23.8 To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion/occupation certificate in respect of the Said Apartment and also any additional increased taxes, insurances etc. which are imposed by the concerned development controlling authority and/or the Government and/or other public authority on account of change of user of the Said Apartment by the Allottee / Purchaser viz. user for any purposes other than for residential purposes as shown in the sanctioned plan.

23.9 The Allottee / Purchaser shall not let, sub-let, transfer assign or part with Allottee / Purchaser interest or benefit factor of/under this agreement or part with the possession of the Said Apartment until all amounts payable by the Allottee / Purchaser to the Promoter under this agreement are fully paid up and only if the Allottee / Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Allottee / Purchaser has intimated in writing to the Promoter and obtained written consent thereof.

23.10 The Allottee / Purchaser shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the Said Land and building which is to be constructed thereon and apartments therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned development controlling authority and the Government and other public bodies. The Allottee / Purchaser shall observe and perform all the stipulations and conditions laid down by Bye-laws of the Co-operative Housing Society, the Owners of the apartments regarding the occupation and use of the Apartment in the building and shall pay and contribute regularly and punctually

towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.

23.11 Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society as aforesaid and thereafter also till the expiry of defect liability period, 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 and carry out any require repairs and maintenance as require in light of terms and conditions stated in this present or point out any default on part of society and its members.

23.12 Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of the society and thereafter also till the expiry of defect liability period, the Allottee and society and its members 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 and carry out any require repairs and maintenance as require in light of terms and conditions stated in this present or point out any default on part of society and its members.

23.13 The Promoter herein is promoting the project on the Said Land having high value and having harmony in construction as well as colour combination and to maintain the same if any apartments holders in the project desire to have the any internal changes in his accommodation he shall obtain prior permission from the society and till the formation of society the Promoter herein, in writing by depositing the deposit amount of Rs.50,000/- or amount which will be decided from time to time by concern Co-Operative Society of the building in which such apartment is situated and such amount shall and will have no interest. The Purchaser herein shall store rubbish, require

material etc. on his/her allotted parking area and after completion of internal work, the such apartment holder shall remove all rubbish etc. from the apartment as well as within the premises of the project elsewhere at his own cost and risk and clean the site at satisfaction of the Promoter or society has the case may be and thereafter on application, the society or Promoter as the case may be will refund the deposit amount without interest thereon to such apartment holder. On the contrary if the such apartment holder fails to clear the site as aforesaid then association will clear the such rubbish etc. by deputing proper employees at the cost and risk of the such apartment buyer and deduct the amount of expenditure alongwith lump sum fine of Rs.25,000/- out of the deposit amount and refund the balance if any to the such apartment holder or recover the additional amount if recoverable.

24. NAME OF THE SCHEME AND BUILDING/S / WING/S:-

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project **“KOHINOOR JEEVA”** and building/ will be denoted by letters and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottee / Purchaser or other apartment holders in the building/s or proposed Society are not entitled to change the aforesaid Project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

25. MEASUREMENT OF THE AREA OF THE SAID APARTMENT:-

Notwithstanding anything contents in these presents, it is agreed by and between the parties hereto that, the Promoter herein has agreed to sell and Allottee / Purchaser herein has agreed to purchase the Said Apartment alongwith appurtenances thereto on ownership basis for the lump-sum consideration as stated in Clause No.3 hereinabove written and

which is agreed between the parties hereto, on the basis of the carpet area of the Said Apartment and further the carpet area is calculated as defined in The RealEstate (Regulation and Development) Act 2016.

The Promoter shall confirm the final carpet area that has been allotted to the Allottee/Purchaser 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 per cent. 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 beyond 3% as defined limit then Promoter shall refund the excess money paid by Allottee/Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount, being amount out of last installments paid by the Allottee/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Promoter shall demand additional amount from the Allottee/Purchaser 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 this Agreement.

26. SERVICE OF NOTICES:-

All notices to be served on the Allottee / Purchaser and the Promoter as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee/ Purchaser or the Promoter by Registered Post A.D. and notified email ID (if any) at the address and email ID specified in the title of this agreement or at E-mail ID/at the address intimated in writing by the Allottee / Purchaser after execution of this Agreement. It shall be the duty of the Allottee/ Purchaser and the Promoter to inform each other of any change in address and email ID subsequent to the execution of this Agreement in the above address by Registered Post, failing which all communications

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and letters posted at the address stated in title of this Agreement shall be deemed to have been received by the promoter or the Allottee/ Purchaser, as the case may be.

27. EFFECT OF LAWS:-

27.1 This Agreement shall always be subject to relevant and applicable provisions of The Real Estate (Regulation and Development) Act 2016, The Maharashtra Ownership Flats (Regulation of the Promotion, of The Construction, Sale, Management and Transfer) Act, 1963 and The Maharashtra Co-Operative Societies Act and the rules made under respective Acts.

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

27.3 This Agreement, along with its schedules and annexure, 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.

27.4 Any amendment required be carried out by authority or law or for whatsoever other reason the same shall be carried out by the parties hereto by proper registered Correction /Supplementary Deed to this Agreement.

27.5 It is clearly understood and so agreed between the parties hereto that, hereinafter subsequently after full payment of agreed consideration and other dues paid by the Allottee/ Purchaser to the Promoter and have the possession of the Said Apartment if Allottee/ Purchaser transfer /assign the right, title, interest under this agreement to any transferee /assignee with the prior consent of the Promoter till conveyance of the building in which Said Apartment is situated executed and registered in favor of society which will be formed for apartment holders in such buildings and thereafter of such society, then all provisions and obligations arising under this agreement in respect of the Said Project shall equally applicable to and enforceable against such transferee/ assignee of Said Apartment since the said obligation go alongwith the Said Apartment for all intents and purpose.

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

28. DISPUTE RESOLUTION AND GOVERNING LAW :-

(c)

28.1 If any dispute arises between the parties hereto in pursuance of terms and conditions set-forth in this present and performance of the either party shall be settled amicably and in failure to settle the dispute amicably, which shall be referred by the concerned party who has grievance against other party to the Authority appointed under The Real Estate (Regulation and Development) Act, 2016, Rules and Regulations thereunder.

28.2 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 Dispute Resolution Authority/Court will have the jurisdiction for this Agreement, for the disputes, which not covered under Sub Clause 28.1 hereinabove written.

29 STAMP DUTY AND REGISTRATION FEE:-

The consideration of the Said Apartment as agreed between the Promoter and the Purchaser/s herein and also as per the prevailing market rate in the subject locality, which is the true and fair market value of the Said Apartment is as stated in clause no.3 hereinabove written. This agreement is executed by the parties hereto under The Real Estate (Regulation and Development) Act 2016, The Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, and rules made thereunder. The Said Land is situated within the Pune Municipal Corporation as per the annual statement of rates published under the Maharashtra Stamp (determination of true market value of property) Rules, 1995 and hence as per The Maharashtra Stamp Act, 1958, Schedule-I, Article-25 read with amendment dated 31-08-2020 the Purchaser/s herein has paid proper stamp-duty alongwith appropriate registration fees herewith.

SCHEDULE - I

(DESCRIPTION OF THE SAID ENTIRE LAND)

All that piece and parcel well carved out plot of land admeasuring 4559.34 sq.mtrs. i.e. 49076.74 sq.ft. out of Survey No.635/5A admeasuring 01 Hectare 21 Ares i.e. 12100 sq.mtrs. corresponding part of City Survey No.491 admeasuring 03 Hectare 93 Ares situated at Revenue Village,Pune City (Bibvewadi), City Survey Munjeri, within the Registration District Pune, Sub-Registration Haveli, Taluka Pune City and within the limits of Pune Municipal Corporation Pune and which area admeasuring 00 Hectare 45.5934 Ares i.e. 4559.34 sq.mtrs. is bounded as follows :-

On or towards East: Partly by Survey No. 635/5A/1 & Partly by Road,

On or towards South : By remaining part of Survey No. 635/5A,

On or towards West : By 12 mtr wide road,

On or towards North : Partly by Survey No. 635/1 & Partly by existing road.

Together with the easements, appurtenances, ingress, egress, pathways, accesses, common facilities, other incidental and ancillary rights in the said Property, including right to receive the compensation in terms of Money, in form of Development Right Certificate or FSI against the area acquired by the Pune Municipal Corporation for DP road out of the Said Property.

(As per ready reckoner available with Sub-Registrar Haveli aforesaid property is situated within Division 15/261, Village Bibvewadi (Munjeri).

SCHEDULE-II

DETAILS OF THE SAID APARTMENT

1. Name of the Project : **“KOHINOOR JEEVA”**
2. Apartment/Flat No.: 603
3. Floor : 6
4. Building / Wing No.: A,

- 5.** Apartment Carpet Area admeasuring 52.98 Sq.mtrs. i.e. 570.27Sq.ft. along with having enclosed balcony amalgamated as per sanctioned plan plus Dry Balcony plus adjacent Terrace area plus Garden area 12.79 Sq.Mtr. i.e. 137.67 Sq.Ft.
- 6.** One Car Parking space. (open/covered)

IN WITNESS WHEREOF the parties hereto have set and sub-
scribed their respective hands and sealed on the day month and
year first hereinabove written.

A_603

1. M/S. RISING ASSOCIATES through its duly authorized partner, MR. VINEET K. GOYAL (PROMOTER)		
	L. H. Thumb	Sign

A_603

2. Mrs.VEENA DILIP MOKASHI (PURCHASER)		
Photo	L. H. Thumb	Sign
Photo	L. H. Thumb	Sign

(c)

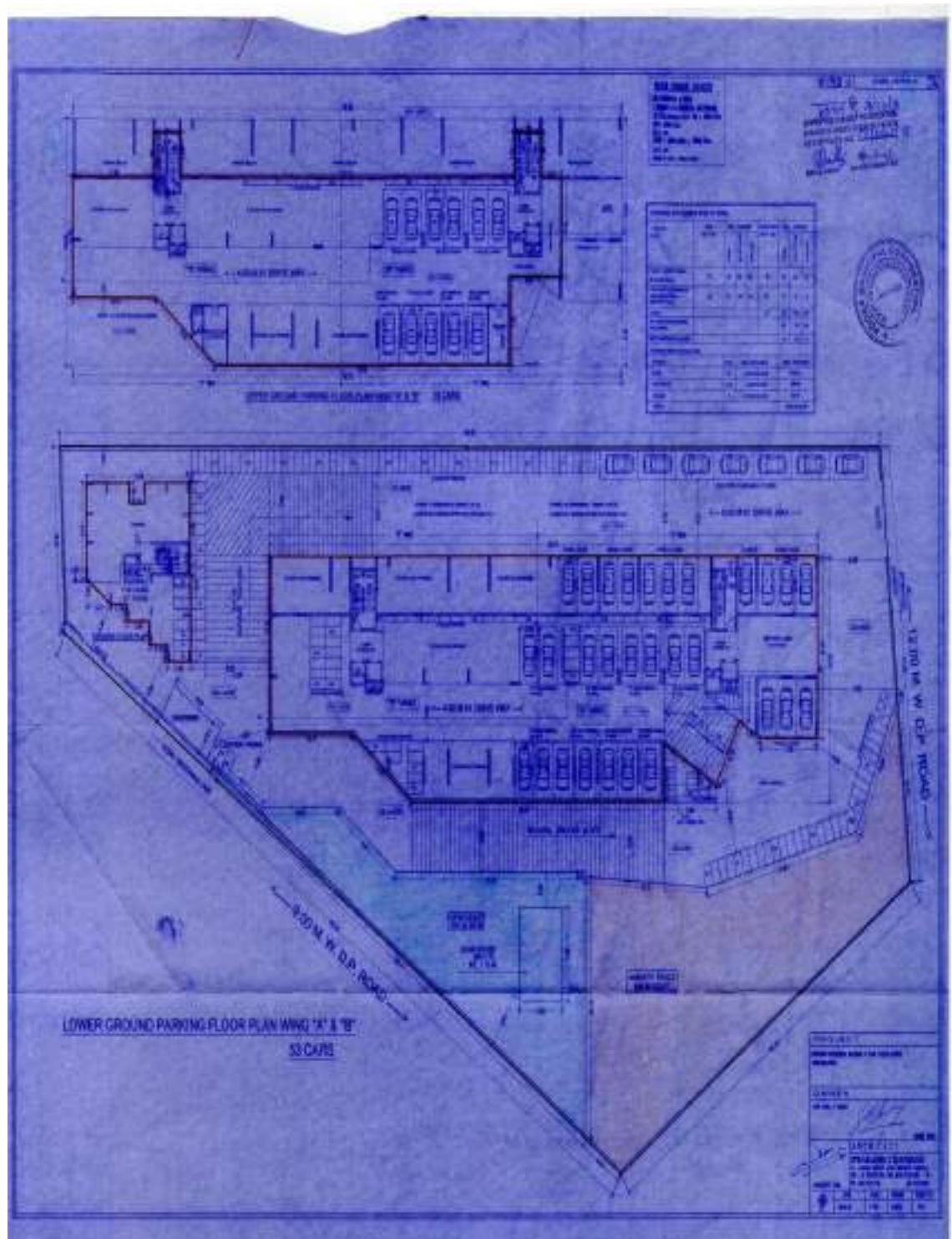
Witness No. 1:-		
Witness No. 2:-		

ANNEXURE-1
(Said Layout Plan of the Said Entire Land)

(c)

ANNEXURE-2

(Parking Floor Plan of Lower Parking/Upper Parking)



(c)

ANNEXURE-3
(Floor Plan showing the Said Apartment/Flat)

(c)

ANNEXURE-4

(SPECIFICATIONS OF THE BUILDINGS AND APARTMENTS)

WINDOWS & DOORS:

- Three-track powder coated aluminum windows with mosquito nets.
- MS Grill for living room, bedroom and kitchen windows.
- Main door laminated flush doors.
- Bedroom laminated flush door with cylindrical lock.
- Toilet laminated flush doors with cylindrical lock.
- Provision for exhaust fan in toilets and kitchen.

FLOORING :

- Vitrified tiles for the entire apartment.
- Ceramic flooring for terraces and toilets.
- Satin finish ceramic wall tiles in toilets.

RAILING :

- Terrace Railing toughened glass with SS pipes/ grab bars.

KITCHEN :

- Black granite platform with SS sink.
- Provision for water purifier.
- Satin Finish tiles for dado.

ELECTRIFICATION & CABLING :

- Concealed copper wiring.
- Telephone point in living room.
- Generator backup for lifts and common areas.
- Provision for inverter in each flat.
- AC point in master bedroom.

BATHROOM :

- Concealed plumbing with chrome plated fittings.
- Wall hung EWC units.
- Concealed flush.
- Hot and cold mixing units in toilets.
- Treated water supply for flush use.

LIFTS :

- 1 stretcher lift.
- 1 passenger lift.

PAINT :

- Internal wall and ceiling with Premium Acrylic Emulsion paint.
- External wall with textured paint.
- Grills on satin finish oil paint.

ANNEXURE-5

(Common& Restricted Facilities andAmenities For Building/Wing "A+B" out of the Said Project)

(A) Common Facilities and Amenities :-

Fitness:-

- Outdoor fitness station.
- Swimming pool.

Fun & Entertainment:-

- Children's play area.
- Club House.

Landscape & leisure:-

- Party lawn.
- Landscaped garden.

Sustainability :-

- Sewage Treatment Plant.
- Water Treatment Plant.
- Rainwater Harvesting.

Accessibility :-

- Ramps for citizens and physically challenged.

(B) Restricted Common Facilities & Amenities :-

1. The terrace/veranda/Sit-out in front of or adjacent to the apartment/flat in the Said Building/s if any, shall belong for exclusive use to the respective Allottee / Purchaser of the such apartment/flat.
2. The utility adjacent area adjacent to the kitchen of the apartment/flat in the Said Building/s if any, shall belong for exclusive use to the respective Allottee / Purchaser of the such apartment/flat.
3. As stated in clause No.18, the parking area which is kept for allotting to apartment holders in the project being exclusive right to use car parking space shall be treated as restricted common parking space for such apartment holders. Similarly as stated in clause No.18 parking area which is kept for common parking for the apartment holders who have not got allotted exclusive right to use car parking space shall also be treated as restricted common parking space for such apartment holders.

[illegible]

1. 研究背景

- काही महत्वाच्या विशेष सूचना :-**

- [illegible]



१७. पश्चिम घाट नगरपालिका क्षेत्रीय विकास समिति (रा.स.स.)को कार्यसूची अनुसार वार्षिक कार्यसूची तयार पार्नु।
१८. प्रत्येक वर्षीय कार्यसूचीमा विकास क्षेत्रीय विकास समिति (रा.स.स.)को कार्यसूची तयार पार्नु।
१९. प्रत्येक वर्षीय कार्यसूचीमा विकास क्षेत्रीय विकास समिति (रा.स.स.)को कार्यसूची तयार पार्नु।

— अङ्की:—

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- [illegible]

ANNEXURE-7

(Copy of N.A. Assessment)



सुनिल चंपालाल सोमणो,

अर्जदार यांनी या कार्यवाहीकडील वज्र क्रमांक नमूना/ एमआर/३४/९८, दिनांक २०/०२/२०१९ चे पत्रान्वये घडविलेल्या विनयोलिका, स्थगित कराची व दंडाची हक्काने शासन याच कार्यावाही कळविण्यात आलेले होते.

विनयोलिका आकारवाहीसह एकूण वसूलपात्र रक्कम :-

अ.क्र.	प्रयोग	निव्वारी चौ.मी.
१	विनयोलिका आकारवाही क्षेत्र चौ. मी. मध्ये	४५३५.६८ चौ.मी.
२	विनयोलिका आकारवाही वर (प्रति चौ.मी.)	५.५५/-
३	विनयोलिका करावयाच्या क्षेत्रावरील स्थगित आकारवाही	२५१०३/-
४	स्थगित कराची आकारवाही	१२५८९५/-
५	वसूल करावयाची एकूण रक्कम रुपये.	१५१०३८/-

(अक्षरी रु. एक लाख एकाश्व हजार अक्षरीस रुपये पसल)

अर्जदार यांनी घडविलेल्या विनयोलिका-याची व स्थगित कराची अशी एकूण मिळून रु. १५१०३८/- (एक लाख एकाश्व हजार अक्षरीस रुपये पसल) मूल्य क्रमांक बीआरएम एमआर २२२०५५४२२०२२९ ई. दिनांक २१/०२/२०१८ रोजी सार्वजनिक बोधगारात जात करून घेतल्याची बात या कार्यवाहीस सादर केलेली आहे. त्याचप्रमाणे विषयवित्त मिळविल्यावरील बोधकाम नकाशास पूर्ण महानगरपालिका, पुणे यांनी स्वाक्षरेकडील रु. सोमो/२२३२/९८, दिनांक २३/१०/२०१८ आन्वये दिलेल्या छत्रम प्रमाणवाची व अधिका नकाशाची प्रत सादर केलेली आहे.

सध्या, आम्हास याबाबत कळविण्या येते की विषयवित्त अधिनीत्या याच नमुना नंबर २ मधील अतिरिक्त आल्याची नोंद घेतल्याने घेतल्याची व बोधकाम नकाशाची प्रत सोबत जोडली आहे.

अक्षरी XX
सहस्रवित्त पुणेकर

प्रति :- श्री. सुनिल चंपालाल सोमणो,
सध्या येथे राहणारे नं.डीएम ४/५,
आम्हासदेव विषय राहणारे, निम्नेवडी, पुणे - ४०

प्रति :- मा. उप-अभिधायक, बोधकाम विभाग, पुणे महानगरपालिका, पुणे- ५ नॉस
महिलीसोदी.



सहस्रवित्त पुणेकर

निष्कर्ष — सुख

संविधानाधिकार अन्तर्गतले राज्य बाहिरबाट
सम्पत्ति आर्जन गर्नका लागि अथवा अन्य
उद्देश्यका लागि राज्यको सम्पत्ति अथवा
संसाधनको उपयोग गर्न पाउने अधिकार

क्र.सं.	पदाधिकारी	पद	पदोन्नति	पदोन्नति
१५/१५/२०१९	महानगरपालिका प्रमुख	महानगरपालिका प्रमुख	महानगरपालिका प्रमुख	महानगरपालिका प्रमुख
१६/१६/२०१९	महानगरपालिका प्रमुख	महानगरपालिका प्रमुख	महानगरपालिका प्रमुख	महानगरपालिका प्रमुख

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गुण

नवम्बर दिनी दिनांक

न. भू. शिररतेदार

ସମ୍ପାଦକ ଶ୍ରୀଯୁକ୍ତ (କ.୨) ପୁରୀ

ANNEXURE-9

(Copy of Certificate of Registration of Project Real Estate Regulatory Authority State Of Maharashtra)



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :
P52100018548

Project: **KOHINOOR JEEVA**, Plot Bearing / CTS / Survey / Final Plot No.: **635/5A at Pune City, Pune, 411037**;

1. **Rising Associates** having its registered office / principal place of business at Tehsil: **Pune City**, District: **Pune**, Pin: **411016**.

2. This registration is granted subject to the following conditions, namely:-

- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (f) of sub-section (2) of section 4 read with Rule 5,
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
- The Registration shall be valid for a period commencing from **13/11/2018** and ending with **30/09/2023** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasantrao Premchand Prabhu
(Secretary, MahaRERA)
Date: 22-04-2020 15:28:40

Dated: **13/11/2018**
Place: **Mumbai**

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

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ANNEXURE-10

(Certificate of the title)

SUDHAKAR KALE & ASSOCIATES	
SINCE - 1979	
ADVOCATES & SOLICITORS	
SUDHAKAR S. KALE B.A. (Hons.), LL.B., LL.M., Advocate	ADV. PRIYANKA KALE B.S.L., LL.B., Tax LL.M (London), Solicitor (England & Wales), Advocate Bombay High Court,
"Ahinsa Apartments" 768/18, P.Y.C. Ground, Near BalbhimMandir, Deccan, Gymkhana, Pune - 411 004. ☎ : (020) 25660220/21	

Date:- 24/10/2019

CERTIFICATE OF TITLE

This is to certify that, I have investigated the Title of the schedule property since 1990 to 2019. Advocate Mr. Anup K. Hadgaonkar has paid search fee of Rs.750/- has been credited to the Inspector General of Registration Department vide GRN No. MH006493693201920E corresponding digital Receipt No. 1111619187 for the period of 1990 to 2019 in respect of the Said Property and he has carried out search for the period of 1990 to 2002 in all the office of Sub-Registrar, Haveli, Pune personally from Index-II registers, which were made available to him by concerned Sub-Registrar and for the period of 2002 to 2019 online search for the Said Land from website of Department of Registration & Stamps, Government of Maharashtra. The Advocate above named submitted his report dated 26/09/2019. Mr. Rajesh Krishnakumar Goyal Partner of M/s. Rising Associates having office at A-102, I. C. C. Trade Tower, Senapati Bapat Road, Pune 411016 handed over copies of revenue record of Survey No. 535/5A corresponding City Survey No.491 City Survey Munjeri Village Pune City, Taluka Pune City along with the mutation entries and documents as referred in my search and title investigation report dated 23/10/2019. I have issued the search and title investigation report dated 23/10/2019 to my client M/s. Rising Associates and objects, assumptions, disclaimers, statements stated in aforesaid report shall be read for part and parcel of this certificate and subject to statement as stated aforesaid report, in my opinion, the schedule land absolutely owned and possessed by M/s. Rising Associates as its purchased property and it has absolute authority to commence the construction on the said land as per sanctioned building layout and



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building plan, which will be revised from time to time to utilise all buildable potential of the schedule land, which includes the FSI of the schedule land, paid FSI, Fungible FSI and TDR etc. if permitted. Further, it has authority to deal with the tenements in the project along with appurtenances thereto and convey the land with building in favour of the co-operative housing societies of the tenement holders in the project of the schedule land.

SCHEDULE

All that peace and parcel well carved out plot of land admeasuring 4559.34 sq. mtrs., out of Survey No.635/5A admeasuring 01 Hectare 21 Ares i.e. 12100 sq. mtrs. corresponding part of City Survey No.491 admeasuring 03 Hectare 93 Ares situated at Revenue Village, Pune City, City Survey Munjeri, within the Registration District Pune, Sub-Registration Haveli, Taluka Pune City and within the limits of Pune Municipal Corporation Pune and which area admeasuring 00 Hectare 45.5934 Ares i.e. 4559.34 sq. mtrs. is bounded as follows :-

- On or towards East : Partly by Survey No. 635/5A/1 &
Partly by Road,
On or towards South : By remaining part of Survey No.
635/5A,
On or towards West : By 12 mtrs. wide road,
On or towards North : Partly by Survey No. 635/1 & Partly
by existing road.

Alongwith right to use permissible all type of buildable potential as may be permitted by concerned Development Controlling Authority from time to time and further along with right to use adjacent roads being permanent easement right of way and without reserving any right, title and interest under whatsoever head in or towards aforesaid Plot of land.

Place: Pune
Date: 24/10/2019

ADV. SUDHAKAR KALE
For SUDHAKAR KALE & ASSOCIATE



7117475
Tatyasha Chaudhary 27/07/2019
622 PM

Page: 2/26

आपकी इस शिकायत पर (संगत)
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हवेल - २५
2019/10/19
2019

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भारत सरकार
Unique Identification Authority of India
गोपनीयता अधिनियम, 2008

आपकी शिकायत पर 27/07/2019 को
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(c)

KNOW YE ALL MEN BY THESE PRESENTS, That I, the said Sir Thomas Digges,

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TELEPHONATE BEYONDREUSE LLP, a chaptered Limited Liability Partnership Firm, registered with the Registrar for Limited Liability Partnership, office of corporate affairs Government of India under The Limited liability Partnership Act, 2008, having **VAT No. 18/001/01** and **se-pan-1802**, 15th of January The Act, 1981 and also 1000 (1000) of Chennai The Rules, 1962, having **Permanent Account No. AA0007860** and having registered office at A-103, 1, E. C. Trade Tower, Shreepad Shan Road, Kottai 605006, represented by its designated partner, **Mrs. VIKRANT SURESHKANTH NUTTAL**, age about 35 years, (Occupation, Business & Agriculture).

THESE

8. We, the undersigned, have been in our business activities, past or present, in sale and purchase of land/groceries/commercial or residential plots and/or real estate and/or development thereof/acquiring/leasing/tenure of residential and/or commercial property and/or temporary projects or sale of plots and lands etc. in and around Pune City of Maharashtra.

It is hereby presented separately and in full the following documents in relation to the document signed, executed by and used to carry out the duties assigned by the Sub-Register and to approve before the notaries for the present of Identification and the photograph, to give official recognition as required under the registration (FERN 200) to complete the registered person in relation to the document referred to being shown for and not instead of...

- 3 To assume all the parties to litigation to be the documents which are subject to representation at trial is not, as stated, original documents, agreements, sale deeds, bills, contracts, lease deeds, lease and format agreements, and all such other writings and documents and to apply the same rules to them is by depriving the required law and complete the process of representation of the deeds, documents which are subject to law.

9. Have the Power of Attorney holders been given the right to request, request the documents for going to register office, is difficult as being as they are of them, the request, request the documents which is required to be in respect of properties owned, developed and possessed by the partnership firm, namely, M/S. KUNDE ASSOCIATES & COLLABORATIVE DEVELOPERS

ART CONSERVATION is the all the work, study, design and business practice necessary to be successful, most artists are professional in relation to the organization process in businesses to have products and all with work, design, design and creative should be looking around and be useful to us.

IN VIETNAM WHEREBY, 1. THE HELICOPTER'S ENGINE HAVE STOPPED
IMMEDIATELY TODAY AT 1000.

1139. MURU, RAJENDRA ANANDH. Age 29 years, (Occupation) : Service (Designation) : M.B. Engineering Road, No.13, M. Jatin Nagar, Madurai, Tamil Nadu 625 002, and/or **12. DR. P. K. RAJENDRA ANANDH,** Age : 30 years, (Occupation) : Service, (Residence) : Plot No. 3, Sanku Apartments, Rajmudi Nagar Road, Puzh 413219 and/or **DR. S. S. SURESH KURBAN RAJAN,** Age : 48 years, (Occupation) : Service, (Residence) : 52/54, Shanthi Road, Near Rajmudi Hospital, Rajmudi, Puzh 411 013 as per first and last specified in all the registration therefore is retained in the document which is agreed and executed by the including applicants, sole dees, supplementary agreement, correction sheet, cancellation sheet, last 1992/93, have said income agreement, mortgage deed, the agreements, a mortgage deed, part of property, subletting, agreement to be executed (affirmation) deed, Waiver deed, Debt conversion/assignment, Debt assignment and such other related documents, documents to register (deeds/assignments/property) and other being executed and or will (testament) to be in relation to the Properties/Property held in and to said heirs, heirs, Collateral and blood relation, including the following:

8. To prevent the natural enemy escape, protection traps, aggressive neighbouring organisms, invasion of birds, insect flies, bees and beetles, soil nematode infestations, and of aquatic insects, aquatic bacteria and most other related diseases, 0.01-0.02 signal, retained by the rhizome in the larva/propagule; proteins being produced in wound to be consumed or transferred or sold not. Translocated or consumed and to be consumed signal not consumed by the natural enemy of larvae propagule. **Dr. N. K. KISHOR AGARWAL & YELLAPATI GOWDERUPU LLP** have the commercial registration numbers including in **South Region, Telangana (South) and in Kerala and Odisha, and in Madhya Pradesh and Andhra Pradesh** (in the commercial registration numbers, **South Region, Kerala, Odisha and Andhra Pradesh**).

8. To obtain the revision of all the above documents before the next quarterly revision date, to sign the forms, applications and to fill in the internet bank data at the office of the Directorate, to send

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