

17) SPECIFICATIONS :-

The specifications of the Flat and the fixtures, fittings and the amenities to be provided by The Owners / The Promoters/Developers and Builders to the said Flat or to the said building are described in the Annexure "IV" annexed hereto, and the Purchaser/s shall not be entitled to any extras. The Purchaser/s also agrees not to make any demand to change the plans annexed herewith. However, the same may be changed suitably by The Owners / The Promoters/Developers and Builders depending on the availability of building materials and/or changes in Government policies or laws or rules for which changes the Unit Purchaser/s shall deemed to have given his consent. If the Purchaser/s wants any change in the amenities of the Flat, the said change can be effected by The Owners / The Promoters/Developers and Builders if it is in accordance with the rules and regulations of the sanctioning authority and the same is suitable and convenient to be carried out by The Owners / The Promoters/Developers and Builders. The Owners / The Promoters/Developers and Builders shall not refund any amount for deleting any items of specifications and/or amenities on request of the Purchaser/s.

18) DEFINITION OF POSSESSION :-

Possession to the Purchaser/s means that the unit is complete in all respects as certified by the Architect of The Owners / The Promoters/Developers and Builders. The certificate of the Architect authenticating the readiness of the unit for Possession will be treated as final. The construction activities of "Amenities and Facilities", "Recreational Activity Center", "Garden", "Lawns", "Play area" "Common Amenities", "Club House", "Gymnasium" (if any provided by The Owners / The Promoters/Developers and Builders for the said project) and other Wings/Buildings will be in progress at the time of Possession. The Completion Certificate, water connection from Pimpri Chinchwad Municipal Corporation, M.S.E.C.D.L. meter may not be available. However The Owners / The Promoters/Developers and Builders shall make necessary arrangements for Water and Electricity. The Owners / The Promoters/Developers and Builders have agreed to hand over the possession of the said Flat as defined hereinabove on or before 25/04/2022.

That the Possession of the "Amenities and Facilities", "Recreational Activity Center", "Garden", "Lawns", "Play area" "Common Amenities", "Club House", "Gymnasium" (if any provided by The Owners / The Promoters/Developers and Builders for the said project) shall be handed over by The Owners / The Promoters/Developers and Builders after the completion of the entire project including all Wings/Buildings. That The Owners / The Promoters/Developers and Builders shall handover the possession of the above mentioned Amenities after completion of the entire project including all Wings/Buildings and/or on or before 25/12/2023 whichever is earlier.

19) DELAY IN POSSESSION :-

Provided that The Owners / The Promoters/Developers and Builders shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of the building/s is delayed on account of:-

- i) Non-availability of steel, cement, other building material, water or electric supply.
- ii) War, Civil Commotion or act of God.

- iii)** Any notice, order, rule, notification of the Government and / or other public or Competent Authority or any Decree / Order of any Court/tribunal/authority.
- iv)** Any stay or injunction order from any Court.
- v)** Pendency of any litigation.
- vi)** Delay or default in payment of any installment or dues by the Flat Purchaser/s. (This is without prejudice to the right of The Owners / The Promoters/Developers and Builders under **“PAYMENT INSTALLMENTS”** Clause, which is mentioned above).
- vii)** Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
- viii)** Any other circumstances beyond the control of The Owners / The Promoters/Developers and Builders or force majeure.
- ix)** Changes in any rules, regulations, bye laws of various statutory bodies and authorities from time to time affecting the development and the project.
- x)** Delay in grant of any NOC/ permission/ license/ connection installment of any services such as elevators, electricity and water connections and meters to the scheme/ flat/ road etc. or completion certificate from any appropriate authority.

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

20) COMPENSATION IN CASE OF DELAY IN POSSESSION :-

In case The Owners / The Promoters/Developers and Builders fails or neglects to handover the Possession within the time specified in above clause then The Owners / The Promoters/Developers and Builders agrees to pay compensation to the Purchaser/s of Rs. 5,000/- (Rupees Five Thousand Only) per month for 1 BHK Flat/Unit and Rs. 7,000/- (Rupees Seven Thousand Only) per month for 2 BHK Flat/Unit for the delayed period subject to the Purchaser/s fulfilling all the obligations of this Agreement by making all the payments on time whenever was demanded by The Owners / The Promoters/Developers and Builders. Such compensation shall be payable by The Owners / The Promoters/Developers and Builders subject to all the payments made by the Purchaser/s within 10 days from the date of the demand letter sent to the Purchaser/s as per the payment schedule mentioned hereinabove. Also the Purchaser/s shall sign and deliver all the necessary Bonds, Undertakings, Affidavits, Receipts etc., in respect to any such present and future payments, dues, fees, etc within 10 days from the demand made by The Owners / The Promoters/Developers and Builders. Such compensation, if applicable, will be paid by The Owners / The Promoters/Developers and Builders for the period starting after the 25/04/2022

till intimation to the Purchaser/s is given by The Owners / The Promoters/Developers and Builders about the readiness of the Flat/Unit.

21) EXECUTION OF DOCUMENTS BY THE PURCHASER/S :-

At the time of delivery of possession of the said Flat, the Purchaser/s shall execute such other documents such as Possession Receipt, Indemnity Bond, Declaration, Undertaking etc., as might be required by The Owners / The Promoters/Developers and Builders. On completion of the construction of the said Flat all the risk relating to or touching the or in respect of the said Flat, shall exclusively be of the Purchaser/s.

22) FAILURE TO TAKE POSSESSION :-

The unit Purchaser/s shall take the possession of unit within 7 days of The Owners / The Promoters/Developers and Builders giving written intimation to the Unit Purchaser/s that the said unit is ready for use and occupation provided however that the Purchaser/s has observed and complied with the all the terms and conditions of this agreement and paid the amount of consideration and other dues as mentioned herein. In failure of the Purchaser/s, to take possession accordingly without any reasonable cause, The Owners / The Promoters/Developers and Builders shall be entitled, without prejudice to any other remedy available under this agreement or enactment, to put the said flat to the sale/disposal entirely at the risk as to cost and consequences of the Purchaser/s and shall be entitled to recover the amount due under this agreement from such proceeds. The Owners / The Promoters/Developers and Builders shall be entitled to recover from the Purchaser/s such balance amount due together with the interest, remaining even after deducting the said amount of proceeds, under this agreement, the decision of The Owners / The Promoters/Developers and Builders as to reasonability of such cause, contemplated herein, as might be put forth by the Purchaser/s, shall be final and shall be binding on the Purchaser/s.

23) OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY :-

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

24) CONVEYANCE :-

After completion of the construction work and sale of all the building/s in the project on the said land, a separate Association of Apartment Owners / Co-operative Society or Limited Company including the bye laws of the proposed Association of Apartment's Owners / Co-operative Society or Limited Company of

the project shall be formed and if required by The Owners / The Promoters/Developers and Builders the Purchaser/s shall sign all necessary documents. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and or Article of Association if the same are required to be made by The Owners / The Promoters/Developers and Builders as per their commitments to various persons, Registrar of Co-operative Societies or the Registrar of the Companies, as the case may be, or any other Competent Authority. This condition is the essence of the agreement.

Unless prevented by the circumstances beyond the control of the Consenting Party and The Owners / The Promoters/Developers and Builders, it is agreed that the said land along with the building/s constructed or to be constructed thereon, shall be subjected to the provisions of Maharashtra Apartment ownership Act, 1970 or any other law for the time being in force and the flat will be conveyed by the consenting party and The Owners / The Promoters/Developers and Builders herein after

- a. Obtaining the full and final completion certificate in respect of the entire project in the layout of the entire scheme and utilization of entire FSI and TDR/land potential permissible to be utilized on the entire said land as per development control rules of Pimpri Chinchwad Municipal Corporation (irrespective of previous sanction or not of FSI)
- b. Sale of all flats in all building/s in the layout of the scheme
- c. Acceptance of the draft of Deed of Declaration and Deed of Apartment by the Owner and The Owners / The Promoters/Developers and Builders by their mutual consent and
- d. After receiving the entire amount & all dues from all the Purchaser/s including maintenance charges, outgoings, stamp duty, registration fees, service tax (if payable) etc. by all Purchaser/s whichever is later and this agreement itself is a Declaration by the Purchaser/s as provided under Maharashtra Apartment Ownership Act, 1970 read with Maharashtra Apartment Ownership Rules 1972 thereby submitting their flats to the provisions of the said act.

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

The Owners / The Promoters/Developers and Builders shall/has retained his rights in regards to utilization, construction and sale of all or any residual FSI, floating FSI, TDR and land potential allowed and available to be utilized on the said land or any other land. The Owners / The Promoters/Developers and Builders shall at his own discretion choose to be a part of the Association/Co-operative Society/ Limited Company for the said purpose. The Owners / The Promoters/Developers and Builders shall also be at liberty to transfer this right to any person/ organization/ body etc. and the Purchaser/s in his individual capacity and as a

member of the Association/Co-operative Society/ Limited Company to be formed shall not object to the same and thereby gives his/her/their consent to the same.

The Owners / The Promoters/Developers and Builders have absolute authority to form either Association of Apartment or Co-operative Housing Society or a Limited Company. That it shall be the absolute discretion of The Owners / The Promoters/Developers and Builders for the same. And the Purchaser/s in his individual capacity or member of the said Association or Society or Limited Company shall not object for the same and thereby gives his/her/their/its consent for the said formation.

25) DEFECT LIABILITY :-

If within Five years from the date of obtaining/handing over the flat to the Purchaser/s, the Purchaser/s brings to the notice of The Owners / The Promoters/Developers and Builders any defect in the said flat and/or building in which the said flat is situated or the material used therein in the construction of the said building, then, wherever possible such defects will be rectified by The Owners / The Promoters/Developers and Builders at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from The Owners / The Promoters/Developers and Builders reasonable charges for repairs of the same by the third party for such defect. The word defect here means only the manufacturing defects caused on account of willful neglect on part of The Owners / The Promoters/Developers and Builders and shall not mean defects caused by normal wear and tear, negligent use of flat by the Purchaser/s, vagaries of nature etc. However if the Purchaser/s brings to the notice of The Owners / The Promoters/Developers and Builders that any crack has been emerged on the Wall or Plaster (*Internal Or External Wall/Plaster*) of the said Flat then in that event such defect shall not be considered as the manufacturing defect and the same would have to be rectified by the Purchaser/s on his own cost and the Purchaser/s shall not create any dispute with The Owners / The Promoters/Developers and Builders in that regard.

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

That it shall be the responsibility of the Purchaser/s to maintain his/their unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his/their flat are regularly filled with white cement/epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the The Owners / The Promoters/Developers and Builders to the Purchaser/s ends before the defects

liability period and such warranties are covered under the maintenance of the said Flat/Unit/Building/Phase/Wing, and if the annual maintenance contracts are not done/renewed by the Purchaser/s, The Owners / The Promoters/Developers and Builders shall not be responsible for any defects occurring due to the same

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

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

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the Flat/Unit/Building/Phase/Wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

26) ALLOTMENT OF PARKING SPACE :-

That the Allotment of the any Parking Space shall be done as per first come first allot basis only of the choice of the respective Purchaser/s. That the Purchaser/s shall not have any right to challenge the allotment of any Parking space to any other Purchaser/s by The Owners / The Promoters/Developers and Builders. That furthermore the Purchaser/s shall not create any nuisance or dispute with other Purchaser/s or The Owners / The Promoters/Developers and Builders regarding the Allotment of the any Parking Space.

Further, The Purchaser/s herein indemnifies The Promoters/ Developers and Builders from any dispute regarding the parking of vehicle in the future. That in the future or after the formation of Association of Apartment's Owners / Co-operative Society / Limited Company / Federation / Apex body etc., if any dispute regarding the Parking Space of any Purchaser/s arises then in that event the Purchaser/s shall clear the dispute by way of mutual understanding between the other member of the said Association of Apartment's Owners / Co-operative Society / Limited Company / Federation / Apex body etc., and The Owners / The Promoters/Developers and Builders will not be involved to resolve the said dispute. And the Purchaser/s also gives his/ her/ their/ its assurance to The Promoters/ Developers and Builders that he/ she/ they/ it will not challenge allotment of any Open Parking space to any other Purchaser/s.

27) USE OF SAID FLAT :-

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

28) ESCALATION IN COST OF FLAT :-

That 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 Owners / The Promoters/Developers and Builders undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., The Owners / The Promoters/Developers and Builders 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 Purchaser/s, which shall only be applicable on subsequent payments.

That The Owners / The Promoters/Developers and Builders may charge the Purchaser/s separately for any upgradation/ changes specifically requested or approved by the Purchaser/s in fittings, fixtures and specifications and any other facility which have been done on the Purchaser/s request or approval but which have not been agreed upon herein or as shown in the website of the Registered Authority.

29) RESTRICTED AREAS AND FACILITIES :-

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

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

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

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

The Purchaser/s hereby gives his consent and has no objection for the use of the remaining units wholly or in parts any other purpose as may be permitted by The Owners / The Promoters/Developers and Builders. The Owners / The Promoters/Developers and Builders may allow display of advertisement and/or hoarding sites/neon signs, or may allow erection of antennae or towers for

cable/satellite television, wireless, mobile, cellular services, on the building and shall solely derive any benefits (including financial) accruing thereon.

30) SPECIAL COVENANTS :-

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

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

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

The Purchaser/s undertake/s that if any Certificate, Order, No Objection, etc. is required to be produced by the Purchaser/s herein under any law and rules in force in any time, the same shall be produced by the Purchaser/s herein within the stipulated time.

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

31) REPRESENTATION :-

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

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

32) MAINTENANCE :-

The monthly/yearly maintenance will start from the date of intimation letter given to the Purchaser/s that Possession for Interior is ready OR Purchaser/s takes the possession for interiors, OR from the date of Completion certificate by the local authority, whichever is earlier. The Flat Purchaser/s shall be liable to bear and pay the monthly/yearly maintenance as per the proportionate share (i.e. in proportion to the floor area of the flat/s or in lump-sum monthly/yearly amount) of outgoings in respect of the said land and building/buildings 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 said land and building/s. Until the Association of Apartment Owners is formed and registered and the said land and building/s or the administration of the building/s is handed over or transferred to it, the Flat Purchaser/s further agrees that till the flat Purchaser/s share is so determined the flat Purchaser/s herein shall pay to The Owners / The Promoters/Developers and Builders or to such person as may be nominated by The Owners / The Promoters/Developers and Builders provisional monthly contribution of Rs. 4.00/- (Rupees Four Only) per square foot per month of carpet area including the Balcony/Enclosed Balcony/Terrace/Dry Terrace Area towards the outgoings from the Flat Purchaser/s prior to delivery of possession of the said Flat. The amounts so paid by the flat purchaser/s shall not carry any interest and remain with The Promoters/Developers & Builders or the concerned person as the case may be until a conveyance is executed in favour of the unit Purchaser/s as aforesaid. During the continuance of the scheme the maintenance charges paid by the Purchaser/s after occupying the flat agreed to be sold to him or interest accrued from the deposit paid by him is never sufficient to cover the expenses of maintenance of the common areas and facilities since there are some unsold apartments from whom charges cannot be collected. If any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the Flat Purchaser/s to The Promoters/Developers & Builders or concerned person prior to the final conveyance deed as aforesaid. The flat purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

That The Owners / The Promoters/Developers and Builders at its discretion shall be entitled to recover in advance First Twelve Months contribution of Rs. 4.00/- (Rupees Four Only) per square foot per month of carpet area including the Balcony/Enclosed Balcony/Terrace/Dry Terrace Area towards the outgoings from the Flat Purchaser/s prior to delivery of possession of the said Flat. That the Flat Purchaser/s herein has specifically agreed to pay his/her/it additional contribution for running and maintaining the lifts/elevators (if provided in the said building)

irrespective of the floor on which the flat is located and also irrespective of the use of the lifts/elevators by the Flat Purchaser/s.

That The Owners / The Promoters/Developers and Builders herein are not accountable to disclose the usage of the said maintenance amount and not liable to give any account of the expenses incurred for the aforesaid purposes which is to be received by the Purchaser/s. However if The Owners / The Promoters/Developers and Builders falls short of the said maintenance amount for the period of First Twelve Months then in that case The Owners / The Promoters/Developers and Builders shall have absolute right to demand extra maintenance amount from the Purchaser/s as per their requirement.

That The Owners / The Promoters/Developers and Builders is liable to incur the expenses of maintenance of the said Building/Project only for the period of First Twelve Months and thereafter it shall be the outmost liability and responsibility of the Purchaser/s and or Association of Apartment's Owners / Co-operative Society / Limited Company / Federation / Apex body etc., to incur such expenses of maintenance by way of collection of the amount of maintenance from its members and The Owners / The Promoters/Developers and Builders shall thereafter be always kept indemnified. However in case of any unavoidable circumstances if The Owners / The Promoters/Developers and Builders happens to incur the expenses of the maintenance beyond the period of First Twelve Months then in that case the Purchaser/s and or Association of Apartment's Owners / Co-operative Society / Limited Company / Federation / Apex body etc., shall be liable to reimburse such expenses along with interest @ 18 % per annum to The Owners / The Promoters/Developers and Builders.

That The Promoters/Developers & Builders at its discretion and option shall be entitled to enter into agreement with any person / company / agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof. Even after formation of Association the Purchaser/s and Association shall be bound by the said contract.

33) CONDITIONS FOR, USE, MAINTENANCE :-

The Purchaser/s for himself/herself/themselves with intention to bring all persons into whosoever hands doth hereby covenant with The Owners / The Promoters/Developers and Builders for the said flat and also for the building in which the said flat is situated as follows:-

- a) To maintain the flat at Purchaser/s own cost in good tenantable repair and condition from the date of possession and shall not do or suffer to be done anything in or to the building/s, staircase or any passage which may be against the rules regulations or bye-laws of concerned local or any other authority or change / alter or make addition in or to the building/s in which the flat is situated and the flat itself or any part thereof.
- b) Not to store in the flat / building/s / surrounding area any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building/s or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of building/s, including entrances of building/s and in case any damage is caused to the building/s or the flat on account of negligence or default of the Purchaser/s shall solely be liable for the consequences of such breach.

- c)** To carry at his own cost all internal repairs to the said flat and maintain the flat in the same condition, state and order in which it was delivered by The Owners / The Promoters/Developers and Builders to the Purchaser/s and shall not do or suffer to be done anything in or to the building or the flat violating any rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d)** Not to demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition to or alteration of whatsoever nature in or to the elevation and outside colour scheme of the building and shall keep the sewers, drains, pipes in the flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building shall not chisel or any other manner damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the flat or construct additional walls or structures in the flat without the prior written permission of the Promote or an Association of Apartment Owners as the case may be.
- e)** Not to make any changes in elevation such as enclosures in terraces, dry balconies, addition of grills etc. and installations of dish antenna's without the permission of The Owners / The Promoters/Developers and Builders.
- f)** Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land, building/s and/or flat is situated or any part thereof or whereby any increased premium shall become payable in respect of insurance.
- g)** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said land and the building in which the flat is situated
- h)** Not to dry or hang clothes in the terrace/balconies.
- i)** Pay to The Owners / The Promoters/Developers and Builders within seven days from demand by The Owners / The Promoters/Developers and Builders, his share of security deposit and expenses demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the accommodation is situated.
- j)** To bear local taxes, NA taxes, water charges, insurance and such other levies, if any, from the date of completion certificate in respect of the said flat and also any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of permitted change of user of the said flat by the Purchaser/s.
- k)** The Purchaser/s shall not let, sub-let, transfer, assign or part with his/her/their interest or benefit occurring from this Agreement or part with the possession of the flat until all the dues payable by the Purchaser/s to The Owners / The Promoters/Developers and Builders

under the terms and conditions stated herein are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has intimated in writing to The Owners / The Promoters/Developers and Builders and obtained prior written permission from The Owners / The Promoters/Developers and Builders and paid necessary administration charges to The Owners / The Promoters/Developers and Builders, etc.

- 1) The Purchaser/s shall observe and perform all the rules and regulations and byelaws which the Association of Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment Owners regarding the occupation and use of the flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- m) The Purchaser/s shall permit The Owners / The Promoters/Developers and Builders and their surveyors and agents, workmen and others, at all reasonable times, to enter into and upon the said land and building/s or any part thereof to view and examine the state and condition thereof. The Owners / The Promoters/Developers and Builders shall have such right to enter into and upon the said land/building/flat even after the Purchaser/s is put into possession of the said flat during the statutory defect liability period.
- n) The Purchaser/s is hereby prohibited from altering, obstructing the external and internal structure of the building constructed as per the sanctioned plan.
- o) It is specifically understood that the matters related to service providers such as security services, managerial services & other service appointed by The Owners / The Promoters/Developers and Builders for the Association of Owners is entirely the responsibility & liability of the Association. The Apartment Association has to handle all the financial and other matters with such service providers and The Owners / The Promoters/Developers and Builders shall not be financially liable towards the Association and/ or the service providers.
- p) The areas described in the Schedule III hereto state common areas and facilities and which shall be for the more beneficial use and enjoyment in common with other Purchaser/s. The Purchaser/s shall have no exclusive claim whatsoever in the same including all lobbies, staircases, lifts, which will always remain the property of the association and the same shall be for the common use for of all the flat Purchaser/s.
- q) Nothing contained in THESE PRESENTS shall be construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or upon the said land or the said building/s to be constructed thereon or in any part thereof. Such confirmation shall take place only upon the execution of the conveyance mentioned herein in favour of the Purchaser/s.

- r)** As The Owners / The Promoters/Developers and Builders will be applying to the concerned authorities for giving separate water connections for buildings and electricity meters and connections for the said flat of the Purchaser/s, if there is delay in obtaining the water and electricity connections from the concerned department then in that case The Owners / The Promoters/Developers and Builders may provide electrical connections / water supply /power supply/ generator supply through any other temporary arrangements because of which if there is any improper / in sufficient/ irregular supply of water / electricity The Owners / The Promoters/Developers and Builders shall not be held responsible for the same and the Purchaser/s hereby consents for any temporary arrangement that may be made in the said interim period. The Purchaser/s shall pay for the proportionate charges as demanded, determined and decided by The Owners / The Promoters/Developers and Builders and service tax (if applicable) thereon. Until receipt of this amount from the Purchaser/s, The Owners / The Promoters/Developers and Builders shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Purchaser/s for the above from the outgoings /maintenance charges for which the Purchaser/s hereby gives his consent. The Owners / The Promoters/Developers and Builders are entitled to demand charges for such temporary arrangement in advance, for First Twelve Months, before giving possession of the said flat.
- s)** Till a separate electric meter or a water meter is installed/allotted by the MSECDL / Pimpri Chinchwad Municipal Corporation and any other authority, the Purchaser/s, herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her flat.
- t)** Notwithstanding the contents of *THESE PRESENTS* the Purchaser/s shall pay the amount of Taxes of Pimpri Chinchwad Municipal Corporation, MSECDL Charges, Water Charges and any other Charges of the Said Flat prior to the possession of the same. That the Purchaser/s has no right to withhold such amounts of the concerned Authorities and The Owners / The Promoters/Developers and Builders shall have absolute right to withhold the Possession of the concerned Flat until the clearance of the such amount by the Purchaser/s.

34) NO GRANT TILL CONVEYANCE :-

Nothing contained in this Agreement is intended to be or shall be constructed as a grant, demise or assignment in law of the said Units or the said Plot and Building or any part thereof. The Unit Purchaser/s shall have no claim save and except in respect of the Unit hereby expressly in writing agreed to be sold to him and all open spaces, parking spaces, lobbies, roads, staircases, terraces, recreation spaces etc. Unless specifically allocated to any person/s in writing will remain the property of The Owners / The Promoters/Developers and Builders until the said land and building is transferred to the Society / Apartment / Condominium or Limited company as herein before mentioned.

35) WAIVER :-

Any delay tolerated or indulgence shown or omission on the part of The Owners / The Promoters/Developers and Builders in enforcing the terms of this Agreement, or any forbearance or giving of time to the Purchaser/s by The Owners

/ The Promoters/Developers and Builders shall not be construed as the waiver on the part of The Owners / The Promoters/Developers and Builders of any breach or non-compliance of any of the terms and conditions, by the Purchaser/s nor shall the same in any manner prejudice the rights of The Owners / The Promoters/Developers and Builders.

36) REGISTRATION :-

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

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

That the Purchaser/s has satisfied himself / herself / themselves / itself about the clear and marketable title of The Owners / The Promoters/Developers and Builders. That The Owners / The Promoters/Developers and Builders has also given inspection of all documents to the Purchaser/s and Purchaser/s has verified all the documents and satisfied about the same. The Purchaser/s has carried out the search and investigated the title by appointing his / her/ their /its own independent Advocate in regards to Promoters & Developers / Builder's title, interest, building plans, and Governmental and Semi Governmental Orders, etc. The Purchaser/s having acquainted and satisfied himself / herself / themselves / itself with all the facts and nature of right of the Promoters & Developers / Builders and has / have / itself entered into this Agreement. That the Promoters & Developers / Builders has already handed over all the relevant Documents, Plan, Specifications, All Orders, All Certificates etc., regarding their title to the Purchaser/s. That as per the instructions of the Purchaser/s the Promoters & Developers / Builders have annexed relevant documents herewith. That however if any documents as per any law has been missed to be annexed herewith then in that case the Purchaser/s shall not raise any objection in that regard as the Purchaser/s already has all the relevant documents with himself / herself / themselves / itself.

37) SERVICE OF NOTICES :-

That all the notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D./ Under Certificate of Posting/ Emails/ Electronics Communication/ Courier of Posting at his / her / their Address specified in the title of this Agreement or at the Address intimated in writing by the Purchaser/s after execution of this Agreement.

That it shall be the duty of the Purchaser/s to inform The Owners / The Promoters/Developers and Builders any change in the Address subsequent to the execution of this Article of Agreement in the Address specified in the title by way of Registered Post failing which all communication and letters posted at the address mentioned in the title shall be deemed to have been received by the Purchaser/s.

That any communications with The Owners / The Promoters/Developers and Builders shall be made at the address of the construction site of the said project and after the completion of the said construction the correspondence shall be made at the Partnership Firm/ Company/ Ltd., Company/ Proprietorship Firm Office Address of The Owners / The Promoters/Developers and Builders.

38) USE OF TERRACES & OPEN SPACES :-

It is also understood by and between the parties here to that the terrace space or open space in front of or adjacent to the Flat/ Unit/s in the said building, if any, shall not be enclosed by the Flat/ Unit/s Purchaser/s till the permission in writing is obtained from the concerned local Authority and The Owners / The Promoters/Developers and Builders or the society, or the Limited Company as the case may be. Unless otherwise provided in this agreement, and not withstanding any oral dialogue such terrace or open space or road rights shall not vest in the Purchaser/s till the specific & exclusive rights of that particular terrace or open space have been allocated to him / her / them / it under this agreement in written. The terraces and spaces specifically allotted to the particular Flat/ Unit/s holder shall exclusively used by the concerned Flat/ Unit/s holder and the same shall be a restricted area for any other Flat/ Unit/s Holder.

All unallotted terraces/spaces etc. shall remain exclusively owned by The Owners / The Promoters/Developers and Builders unless specifically allotted in writing to any Flat/ Unit/s Purchaser/s and the Flat/ Unit/s Purchaser/s shall not object and consent to The Owners / The Promoters/Developers and Builders for using the same in any manner as they may deem fit.

39) RIGHTS TO DISPOSE OF PREMISES CONSTRUCTED ON TERRACE :-

The terrace on the building and/ or attached to any Flat/ Unit/s or premises which are not exclusively allotted to any particular Purchaser/s shall always belong to The Owners / The Promoters/Developers and Builders and they shall be entitled to dealth, and dispose off the same in such manner as he may deem fit. In the event of The Owners / The Promoters/Developers and Builders obtaining permission from the Municipal Corporation or any other competent Authority for construction of any type of premises on the terrace, then The Owners / The Promoters/Developers and Builders shall be entitled to deal with and dispose off in any manner whatsoever such premises constructed by them to such person or persons or parties at such rate and on such terms and condition as The Owners / The Promoters/Developers and Builders may deem fit. The Owners / The Promoters/Developers and Builders shall be entitled in that event to allot the entire terrace to the buyers of the premises that may be constructed on the terrace as its member/s. In the event of any water storage tank being constructed on the terrace of the said building or lifts being installed for the benefit and use of the various holders of Unit or other premises then the Society shall be entitled to depute its representatives the tanks and lifts at all reasonable time as may be mutually agreed to between The Owners / The Promoters/Developers and Builders and the buyers of terrace premises.

40) PROMOTERS TO HAVE CHARGE TILL ALL AMOUNTS PAID :-

That The Owners / The Promoters/Developers and Builders shall have necessary First lien and first charge on the Unit for all the amounts that the Purchaser/s is liable to pay to them under this agreement and The Owners / The Promoters/Developers and Builders shall be entitled to recover and receive the same from the Purchaser/s and shall be entitled to withhold giving possession subject to the payment thereof and of the other liabilities relating to taxation or otherwise.

41) SEVERABILITY :-

If any provision of the Article of 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 Article of 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.

42) GOVERNING LAW :-

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the law of India for the time being in force.

43) DISPUTE RESOLUTION :-

The parties hereby agree that in the event of there being any dispute by and between the parties hereto in respect of interpretation of any of the terms and conditions herein contained as also in respect of any matter arising out of and/or touching upon these presents, and/or in regard to the carrying out of this Agreement, then the said dispute shall be settled amicably. In case of failure to settle the dispute amicably, the said matter shall be referred to the Hon'ble Competent Authority under the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

This Article of Agreement shall be governed by the laws of India for the time being in force and the Hon'ble Courts of Pune shall have exclusive jurisdiction to try and entertain the dispute/s arising out of these presents.

44) STAMP DUTY AND REGISTRATION FEES :-

The consideration of the said agreement between The Owners / The Promoters/Developers and Builders and the Purchaser/s herein is as per the prevailing market rate in the subject locality. This agreement is executed by the parties hereto under the Maharashtra Ownership Flats Act, 1963 and the stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule-1, Article 25 or 25 (d). the Purchaser/s herein has paid requisite stamp duty and shall pay appropriate registration fees and expenses. The parties hereto shall be entitled to get the aforesaid stamp duty, adjusted, leviable on the conveyance, which is to be executed by The Owners / The Promoters/Developers and Builders and the Owners/ Consenting Party herein in favour of the Purchaser/s herein. If any additional stamp duty or other charges are required to be paid at the time of conveyance the same shall be paid by the Purchaser/s. The Purchaser/s herein has agreed to purchase the said flat as on investor as laid down in Article 5(2) or 5(g-a)(ii) of the Bombay Stamp Act 1958 & hence it is entitled to adjust the stamp duty to the agreement against the duty payable to the agreement by the Purchaser/s herein to the subsequent Purchaser/s as per provision of the said clause Article 5(2) or 5(g-a)(ii).

45) REGISTRATION UNDER THE REAL ESTATE (REGULATION & DEVELOPMENT) ACT, 2016 :-

That "The Real Estate (Regulation & Development) Act, 2016" has come into force since 01/05/2017. That "PUSHPAK" is an ongoing project and The Owners / The Promoters/Developers and Builders has registered the said project with the

concerned Government Authority under Registration No. _____ in accordance with rules of the Housing Department, Government of Maharashtra.

DECLARATION BY PURCHASER/S

The Purchaser/s declares that he/she/they/it has read the Agreement/got translated the same and fully understood the contents of the Agreement. That the Purchaser/s further agrees and assures that he/she/they/it will comply and abide by all the mutual terms and conditions stated in this agreement and thereafter same have been executed by all the parties and Purchaser/s has/have received the stamped copy of this agreement.

PURCHASER/S

PURCHASER/S

SCHEDULE – ‘I’ OF THE PROPERTY

SCHEDULE “I-A”

All that piece and parcel of the Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares out of area admeasuring 00 H. 20 Ares i.e. 2000 Sq. Mtrs., which is assessed at Rs. 6.75 Paise situated at Village Dudulgaon, Taluka Haveli, District Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the Jurisdiction of Sub-Registrar Haveli, Dist. Pune which is bounded as under :-

- | | |
|---------------------|---|
| On or towards East | :- By Property of Shri. Sunishkumar Krishnalal Chaddha out of Gat No. 105 |
| On or towards West | :- By Property out of Gat No. 106 |
| On or towards South | :- By residual area out of Gat No. 105 and thereafter Dehu Alandi Road. |
| On or towards North | :- By Property out of Gat No. 108 |

Along with all right of apparent things thereto

SCHEDULE “I-B”

All that piece and parcel of the Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares out of area admeasuring 00 H. 9.125 Ares i.e. 912.50 Sq. Mtrs., which is assessed at Rs. 6.75 Paise situated at Village Dudulgaon, Taluka Haveli, District Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the Jurisdiction of Sub-Registrar Haveli, Dist. Pune which is bounded as under :-

- | | |
|---------------------|--|
| On or towards East | :- By Property of Shri. Tanaji Talekar |
| On or towards West | :- By Property of E.W.S. |
| On or towards South | :- By residual area out of Gat No. 105 |
| On or towards North | :- By Property of Shri. Tanaji Talekar |

Along with all right of apparent things thereto.

SCHEDULE “I-C”

All that piece and parcel of the Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares out of area admeasuring 00 H. 2 Ares i.e. 200 Sq. Mtrs., which is assessed at Rs. 6.75 Paise situated at Village Dudulgaon, Taluka Haveli, District Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the Jurisdiction of Sub-Registrar Haveli, Dist. Pune which is bounded as under :-

- | | |
|--------------------|---|
| On or towards East | :- By Property of Smt. Babubai Kurhade |
| On or towards West | :- By Property of Shri. Krishna Kurhade |

 PUSHPAK

On or towards South :- 30 Mrts. wide. D.P. Road.

On or towards North :- By Property of Shri. Chetan Ghule and others.

Along with all right of apparent things thereto.

SCHEDULE "I-D"

All that piece and parcel of the Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares out of area admeasuring 00 H. 1 Ares i.e. 100 Sq. Mtrs., which is assessed at Rs. 6.75 Paise situated at Village Dudulgaon, Taluka Haveli, District Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the Jurisdiction of Sub-Registrar Haveli, Dist. Pune which is bounded as under :-

On or towards East :- By remaining Property in Gat No. 105.

On or towards West :- By Property of M/s. Khushi Enterprises.

On or towards South :- By remaining Property in Gat No. 105 and thereafter 30 Mrts. wide. D.P. Road.

On or towards North :- By Property of Gat No. 108.

Along with all right of apparent things thereto.

SCHEDULE "I-E"

All that piece and parcel of the Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares out of area admeasuring 00 H. 6 Ares i.e. 600 Sq. Mtrs., which is assessed at Rs. 6.75 Paise situated at Village Dudulgaon, Taluka Haveli, District Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the Jurisdiction of Sub-Registrar Haveli, Dist. Pune which is bounded as under :-

On or towards East :- By Property of M/s. Khushi Enterprises.

On or towards West :- By Property of Kavita Vijay Kurhade.

On or towards South :- By 30 Mrts. Wide D.P. Road.

On or towards North :- By Property of M/s. Khushi Enterprises.

Along with all right of apparent things thereto.

SCHEDULE "I-F"

All that piece and parcel of the Property bearing Gat No. 105 having admeasuring area of 00 H. 99 Ares plus Potkharaba having area of 00 H. 03 Ares and having total admeasuring area of 01 H. 02 Ares out of area admeasuring 00 H. 3 Ares i.e. 300 Sq. Mtrs., which is assessed at Rs. 6.75 Paise situated at Village Dudulgaon, Taluka Haveli, District Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the Jurisdiction of Sub-Registrar Haveli, Dist. Pune which is bounded as under :-

 PUSHPAK 	
On or towards East	:- By Property of Gat No. 106.
On or towards West	:- By Property of M/s. Khushi Enterprises.
On or towards South	:- By 30 Mrts. Wide D.P. Road.
On or towards North	:- By Property of M/s. Khushi Enterprises.
Along with all right of apparent things thereto.	
(Note :- That the Boundaries of the above mentioned properties are subject to the actual Position of the properties and the misinterpretation of the same will have no adverse effect on this Agreement. And the boundaries of actual position of the said properties are considered to be final and both the parties admit the same.)	

SCHEDULE – ‘II’ OF THE FLAT/UNIT	
➤ PROJECT NAME.	:- “PUSHPAK”
➤ FLAT/UNIT NO.	:- _____
➤ FLOOR.	:- _____ FLOOR.
➤ BUILDING/WING.	:- “_____”
➤ AREA OF THE FLAT.	:- _____ SQ. MTRS. (CARPET AREA)
➤ AREA OF ENCLOSED BALCONY / BALCONY.	:- _____ SQ. MTRS.
➤ AREA OF DRY TERRACE / TERRACE.	:- _____ SQ. MTRS.
The above Flat/Unit constructed in the property described in the schedule ‘I’ hereinabove written.	
----- PURCHASER/S	----- PURCHASER/S

“ARTICLE OF AGREEMENT”	
PAGE No :- 43	

**SCHEDULE – ‘III’
COMMON AREAS AND FACILITIES**

(A) COMMON AREAS :-

- a) The Land surrounding the Wing/s, Building/s.
- b) The Footing, RCC framework structures of the Building/s.
- c) Staircase columns and Lift as with Lift room in the Building/s.
- d) Drainage/Septic Tank and water line network.
- e) Common Electric Meters, Common Water Meter, Connected to Common Lights & Water connections, Pump sets etc.,
- f) Light points outside the Building and in the Staircase/s as well as in Car Park area and/or Basement.
- g) Overhead water tank and underground water tank shall be common along with the pump sets.
- h) Common back-up for Lift & Common Lights.
- i) Solar Water Heating System.
- j) Rain Water Harvesting.
- k) Fire Fighting System.

(B) LIMITED COMMON AREAS AND FACILITIES :-

- a) Allotted Parking Space shall be restricted area and The Owners / The Promoters/Developers and Builders herein shall have exclusive right to allot the same being exclusive right to use to any Flat/Tenement holder in the Wing/Building.
- b) Adjacent terraces and / or Parking if any to the Premises shall be restricted and shall be for exclusive use of such respective Premises holders.
- c) All area etc. which are not covered under aforesaid head “common area and facilities” are restricted areas and facilities which include, the marginal open spaces, terraces, car parking within the said property/properties and in the building/s which is /are under construction on the said property/properties is reserved and Developer shall have exclusive right to sale or transfer, convey the same in part or in full to any buyer of Premises, terrace/s, parking space etc. or to convert the restricted area in to common area or vise-versa.

**SCHEDULE – ‘IV’
STANDARD SPECIFICATIONS**

A) STRUCTURE :-

- RCC frame structures.

B) BRICK WORK :-

- 6” or 5” or 4” Brick Masonry.

C) PLASTER :-

- Internal Gypsum Finish & External Sand Faced.

D) FLOORING :-

- 2 X 2 Vitrified Tiles in all Rooms with skirting.
- Anti-Skid ceramic tiles in all Bath and Terrace.

E) LOBBY :-

- Decorative and Spacious Entrance Lobby

F) DOORS :-

- Decorative main entrance door with Magic Eye, Safety Lock with Wooden Frame
- Internal flush door with Wooden/Marble/RCC Door frames.

G) ELECTRICAL :-

- Concealed Copper Wiring with sufficient Electric Point with Quality Modular Switches.
- A/C Point in Master Bedroom Only.
- Provision for DTH Connection in Living Room.

H) PLUMBING :-

- Concealed with Good Quality C.P. Fittings & Good quality Fixtures.

I) WINDOWS :-

- Three Track Powder Coated Sliding Windows with mosquito mesh in Hall & Bedroom.
- Safety Grills for Bedroom Window.

J) TOILETS :-

- Designer glazed dado tiles up to 7 Fts.
- All Sanitary Fittings of High Quality.
- High Quality CP Fittings of ISI Make.
- W.C : Gladg Tiles up to 4 Fts.

K) PAINTING :-

- Acrylic Bond Distemper Paint in all Room.
- Water Resistant Paint on External Walls.

L) KITCHEN :-

- Granite Kitchen Platform with Stainless sink.
- Designer Glazed tiles dado up to Beam Level.
- Electrical & Plumbing Point for Water Purifier in Kitchen.

NOTE :-

1. The aforesaid specifications are general and will be provided in the residential accommodation as suitable in accommodation as per the discretion of the Developer.

2. Any addition or alteration in specification or work will be charged extra. No rebate will be given for cancellation or omission of any item.

IN WITNESS WHEREOF the parties hereto have here unto set and subscribed their respective hands and seals on the day, month and the years herein above written.

(-----)
(**THE OWNERS / THE PROMOTERS /
DEVELOPERS AND BUILDERS**)
PARTY OF THE FIRST PART

(-----)
(**THE OWNERS & CONSENTING
PARTY**)
**PARTY OF THE THIRD PART TO
FIFTH PART**

(-----)

(-----)
PURCHASERS
PARTY OF THE SECOND PART

IN THE PRESENCE OF:-

1.
Signature :- _____
Name :- _____
Address :- _____

2.
Signature :- _____
Name :- _____
Address :- _____