

"STATURE"
DHAYARI, PUNE
MAHA RERA Registration No. P52100024106

AGREEMENT

THIS AGREEMENT is made and executed at on this day of
... .. Two Thousand and

BETWEEN

Rucha Promoters and Developers Private Limited, a company duly registered under the provisions of the Companies Act, 1956 having its registered office at: 103/104, Ramsukh House, Beside Sancheti Hospital, Shivajinagar, Pune 411005, PAN No. AAECR2605P, through the hands of any one of its Director / Authorized Signatory (i) Mr. Prashant Prakash Nilawar, Age: adult, Occupation: Business OR (ii) Mr. Kailash Biharilal Motwani Age: adult, Occupation Business, Both having address at: 103/104, Ramsukh House, Beside Sancheti Hospital, Shivajinagar, Pune 411005; Hereinafter referred to or called as a **"THE PROMOTERS"**, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and permitted assigns)

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

AND

(1) Mr./Mrs./M/s.
Age: years, Occupation: PAN No.
Residing at/ having its office at:
.....
.....

(2) Mr./Mrs./M/s.
Age: years, Occupation: PAN No.
Residing at/ having its office at:
.....
.....

Hereinafter referred to or called as **"THE PURCHASER/S"** (which expression unless repugnant to the context or meaning there of shall mean and include the Purchaser/s alone and shall include his/her/their heirs, executors, administrators and successors so far as the obligations on the part of the Promoters are concerned and Purchaser/s shall not be entitled to assign or transfer his/her/their rights, title and interest under this agreement)

. . . . OF THE SECOND PART.

AND

(1) M/s. Ganesh Bhintade Corporation, a duly registered partnership firm under the provisions of the Indian Partnership Act, 1932 having its principal place of business at: 31, Raut Baug, Dhanakwadi, Pune 411043, PAN No. AAKFG9509L, through the hands of one of its partner **Mr. Divakar Shivaji Mate** Age: adult, Occupation: Business and **(2) Mr. Divakar Shivaji Mate** Age: adult, Occupation: Business, PAN No. AGVPM6273C, Residing at: 322, Khadakwasla, R.S., Taluka Haveli, District Pune 411024, No. 1 and 2 through the hands of any one of their Constituted Attorney **Mr. Prashant Prakash Nilawar**, Age: adult, Occupation: Business OR **Mr. Kailash Biharilal Motwani** Age: adult, Occupation Business, both having address at: 103/104, Ramsukh House, Beside Sancheti Hospital, Shivajinagar, Pune 411005; Hereinafter referred to as **"THE CONSENTING PARTY"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, successors, executors, administrators and assigns)

. . . PARTY OF THE THIRD PART.

W H E R E A S

A) The Promoters and the Consenting Party herein to their respective holdings are well and sufficiently entitled to all those pieces or parcels of contiguous land collectively admeasuring 71.50 Ares i.e. 7150 square metres being (i) Survey No. 143 Hissa No. 1 to 10/1/3A admeasuring 10 Ares assessed at Rs. 00=50paise of village Dhayari, (ii) Survey No. 143 Hissa No. 1 to 10/1/3B admeasuring 15 Ares assessed at Rs. 00=75paise of village Dhayari, (iii) Survey No. 143 Hissa No. 1 to 10/1/3C admeasuring 15 Ares assessed at Rs. 00=75paise of village Dhayari, (iv) Survey No. 143 Hissa No. 1 to 10/1/5A admeasuring 9.5 Ares assessed at Rs. 00=48paise of village Dhayari, (v) Survey No. 143 Hissa No. 1 to 10/1/5B admeasuring 10.5 Ares assessed at Rs. 00=52paise of village Dhayari, (vi) Survey No. 143 Hissa No. 1 to 10/2/1A/3 admeasuring 5 Ares assessed at Rs. 00=30paise of village Dhayari, (vii) Survey No. 143 Hissa No. 1 to 10/2/1A/4 admeasuring 4.5 Ares assessed at Rs. 00=30paise of village Dhayari and (viii) portion admeasuring 2 Ares carved out of Survey No. 11 Hissa No. 1 total admeasuring 4 Ares assessed at Rs.00=04paise of village Wadgaon Khurd and all in Taluka Haveli, District Pune and within the limits of the Pune Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli Nos. 1 to 27, Pune (Hereinafter collectively referred to as **"the said Entire Land"**).

B) A portion admeasuring 2023.63 square metres (as per 7/12 extract area admeasuring 2024 square metres) out of the said Entire Land under Road and Amenity Space have been handed over to Pune Municipal Corporation and hence the Promoters and the Consenting Party herein to their respective holdings are well and sufficiently entitled to develop all those pieces or parcels of contiguous land collectively admeasuring 5126.00 square metres being (i) Survey No. 143 Hissa No. 1 to 10/1/3A admeasuring 10 Ares assessed at Rs. 00=50paise of village Dhayari, (ii) Survey No. 143 Hissa No. 1 to 10/1/3B admeasuring 15 Ares assessed at Rs. 00=75paise of village Dhayari, (iii) portion admeasuring 809 square metres out of Survey No. 143 Hissa No. 1 to 10/1/3C admeasuring 15 Ares assessed at Rs. 00=75paise of village Dhayari, (iv) portion admeasuring 193 square metres out of Survey No. 143 Hissa No. 1 to 10/1/5A admeasuring 9.5 Ares assessed at Rs. 00=48paise of village Dhayari, (v) Survey No. 143 Hissa No. 1 to 10/1/5B admeasuring 10.5 Ares assessed at Rs. 00=52paise of village Dhayari, (vi) portion admeasuring 338 square metres out of Survey No. 143 Hissa No. 1 to 10/2/1A/3 admeasuring 5 Ares assessed at Rs. 00=30paise of village Dhayari, (vii) portion admeasuring 236 square metres out of Survey No. 143 Hissa No. 1 to 10/2/1A/4 admeasuring 4.5 Ares assessed at Rs. 00=30paise of village Dhayari of village Wadgaon Khurd and all in Taluka Haveli, District Pune and within the limits of the Pune Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli Nos. 1 to 27, Pune (Hereinafter collectively referred to as **"the said Land"**) and more particularly described in the First Schedule hereunder written and delineated on the plan annexed hereto as Annexure **"1"**.

C) The Title of the Promoters and the Consenting Party and rights of the Promoters to develop the said Land is enumerated the Note on Title annexed hereto as Annexure **"2"**.

D) In the circumstances as stated herein, the Promoters and the Consenting Party herein to their respective holding are well and sufficiently entitled to the said Land and that the said Promoters have an exclusive right and authority to develop and are entitled to develop the said Land.

E) The Promoters have obtained the following permissions and sanctions in respect to the said Land viz.:

(a) As per the Zone Certificate dated 11/11/2019 issued by Pune Municipal Corporation, the said Survey No. 143 of village Dhayari is the industrial zone and is affected by 30 metre and 36 metre D.P. Road and Bus Bay reservation. A portion out of the said Land was affected by 30 metre wide D.P. Road and Pune Municipal Corporation by following due process of law as envisaged under the Maharashtra Regional and Town Planning Act, 1966 had realigned

the said D.P Road and Government of Maharashtra issued the necessary notification dated 5/10/2017 thereto and that the said Land is now not affected by 30 metre D.P. Road.

(b) As per the Zone Certificate dated 13/11/2019 issued by Pune Municipal Corporation, the said Survey No. 11 of village Vadgaon Khurd is the residential zone and is affected by 36 metre D.P. Road.

(c) The said Land being developed by Rucha Promoters and Developers Pvt. Ltd was located in the Industrial Zone and has now been converted into Residential Zone and all the conversion charges, premiums, nazarana, etc. thereto have been duly paid as evidenced by the Challan dated 7/2/2019 and amount paid on 11/2/2019.

(d) The State Level Environment Impact Assessment Authority in its SEIAA Meeting No. 171 on 17/7/2019 has granted the Environmental Clearance for the project to be developed on the said Land and the same has been recorded by Letter dated 23/7/2019.

(e) The Command ATC Officer, Gujarat vide its Letter dated 8/11/2019 has given the NOC for construction of the building/s on the said Land.

(f) The Pune Municipal Corporation has sanctioned the layout and building plans vide Commencement Certificate bearing no. CC/1934/19 dated 26/11/2019.

(g) The Project "Stature" being developed on the said Land has been registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the necessary MAHA Rera Registration Certificate bearing No. P52100024106 dated 21/1/2020.

F) The Promoters have now commenced the construction of 1 (one) multistoried building having commercial and residential tenements and having 2 (two) basements, ground floor, mezzanine floor and 16 (sixteen) upper floors comprising of 2 (two) office floors and 14 (fourteen) residential floors on the said Land.

G) The Promoters herein have appointed Jagadish Deshpande having office at: A-1, Success Chambers, 1232 Apte Road, Deccan Gymkhana, Pune 411004 as its Architect and G. A. Bhilare having office at: Gauri Nandan, Shanti Sheela Society, Law College Road, Erandwane, Pune 411004, as its Structural Engineer for the preparation of the drawings and structural design of the building which is under construction on the said Land. The Promoters herein have reserved right to change aforesaid Architects and Engineers before the completion of the building.

H) In light of the aforesaid transactions, the Promoters herein have absolute authority to obtain revised sanction to the building layout and

building plans and to develop the said Land by constructing multistoried building on the said Land and have absolute right to sell, lease, mortgage, etc. the tenements in the building which is under development, construction or to be developed and constructed on the said Land and further have absolute authority and right to allot exclusive right to use terraces, reserved / restricted areas, garden area, adjoining spaces, space for advertisements on the said land, terrace of the building, etc. in the buildings, which is under development, construction or to be developed or constructed on the said Land by the Promoters and to enter into agreements with the Purchasers, Mortgagees, lessees, etc. and to receive sell price and deposit and other charges in respect thereof.

I) The Promoters have disclosed that the said Building has been sanctioned for 2 (two) basement, Ground floor, Mezzanine floor plus 3 (three) upper floor as per the sanctioned Building Plans vide Commencement Certificate dated 26/11/2019. The Promoters have disclosed that they would be loading FSI/Premium FSI/TDR/slum TDR/etc., FSI pertaining to the area under road and reservation or any other buildable potential to the tune of approx 15,379.11 square metres so that entire buildable potential would be consumed on the said Building and would cause the revised building plans to be sanctioned from Pune Municipal Corporation including additional floors so that the said Building comprise of 2 (two) basement, Ground floor, Mezzanine floor plus 16 (sixteen) upper floors.

J) The Promoters have disclosed that an area admeasuring 1118.98 square metres out of the said Entire Land is affected by D.P. Road and that the Promoters have hand over the said area under D.P. Road to Pune Municipal Corporation and in lieu thereof are entitled to FSI (floor space index) which would be loaded on the said Building under construction on the said Land.

K) The Promoters have disclosed that an area admeasuring 904.65 square metres out of the said Land is Amenity Space and that the Promoters have handed over the said Amenity Space area to Pune Municipal Corporation and in lieu thereof are entitled to FSI (floor space index) which would be loaded on the said Building under construction of the said Land.

L) The Promoters have also disclosed to the Purchaser/s that they would be forming and registering a Cooperative Housing Society under the provisions of the Maharashtra Cooperative Societies Act, 1960 read with the rules by the name of Stature Cooperative Housing Society Ltd. or such other name as the Promoters would think fit and proper, being the ultimate organization of the

tenement purchasers in the project "Stature" being developed on the said Land.

M) The Promoters have further disclosed that the commercial tenement holders in the project "Stature" shall not be entitled to use any amenities and facilities which are provided to the residential tenement holders in the project such as Gymnasium, Party Hall, Club House, etc.

N) The Promoters have disclosed to the Purchaser/s save and except as stated in the Search and Title Report (which has been separately handed over to the Purchaser/s) as regard litigation regarding realignment of 30 metre wide D.P. Road there are no other litigations pending in respect of the said land and/or the said project.

O) While sanctioning the said plans the concerned authority and/or the Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said project on the said Land and the said Building and upon the due observance and performance of which only the completion or occupancy certificate in respect of the said Building shall be granted by the concerned local authority.

P) The Purchaser/s herein has/have demanded from the Promoters and the Promoters have given photocopies to the Purchaser/s of all the documents relating to the said land and the plans, designs and specifications prepared by the aforesaid Architect of the Promoters and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 read with the Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal, etc.) Rules, 2017 and regulations there under.

Q) The copy of the plan showing the said Land is annexed hereto as Annexure – "1". The Note on Title of the said Land is annexed hereto as Annexure "2". The copy of the Certificate of the Title of the said land issued by the Advocate of the Promoters herein is annexed hereto as Annexure – "3". The copies of the 7/12 extract /Property Extract Card of the said land showing the nature of the title of the Promoters is annexed hereto as Annexure – "4". The copies of the parking floor plan and floor plan, showing the allotted parking and the said Premises agreed to be purchased by the Purchaser/s herein are annexed hereto as Annexure – "5A" and "5B". The copy of the latest Commencement Certificate is annexed hereto as Annexure – "6A"

being sanction to the building plans. The copy of the NA Order is annexed hereto as Annexure – “6B”. The copy of the Environmental Clearance is annexed hereto as Annexure – “6C”. The details of the said Premises which is agreed to be purchased by the Purchaser/s herein are annexed hereto as Annexure – “7”. The details of the payment of installments of consideration are annexed hereto as Annexure – “8”. The specifications herein are agreed to be provided by the Promoters in the said Premises which is agreed to be purchased by the Purchaser/s herein are stated in Annexure – “9” annexed hereto. The details of the services and expenses to be provided out of the Maintenance Charges are annexed hereto as Annexure – “10”. The General Rules of Conduct in the Project are enumerated in Annexure – “11”. The Maha RERA Registration Certificate is annexed hereto as Annexure – “12”. The Power of Attorney of the person/s admitting the registration on behalf of the Promoters is annexed hereto as Annexure – “13”. The photo identity of the Promoters and the Purchaser/s is annexed hereto as Annexure – “14”.

R) The Promoters have disclosed that they have obtained the necessary permissions and sanctions to the plans, the specifications, elevations, sections for the commencement of the development of the said Building on the said Land and shall obtain the balance approvals and sanctions from various authorities from time to time, so as to obtain the Completion Certificate of the said Building and the tenements therein.

S) After the Purchaser/s' enquiry, the Promoters herein have requested to the Purchaser/s to carry out independent search by appointing his/her/their own Advocate and to ask any queries, he/she/they had regarding the marketable title of the Promoters and Consenting Party and rights and authorities of the Promoters herein and also as regards all permissions and sanctions for development and the terms/ conditions / stipulations as stated therein. The Purchaser/s declares that he/she/they has/have satisfied himself/herself/themselves regarding the same and shall not raise any dispute hereafter.

T) The Purchaser/s herein has/have applied to the Promoters for allotment of the said Premises more particularly described in Annexure – “7” annexed hereto and shown on the plan annexed hereto as Annexure - “5” , (herein referred to or called as **“THE SAID PREMISES”**) and that the Promoters have confirmed the allotment of the said Premises to the Purchaser/s.

U) For the purposes of this Agreement, “Carpet Area” shall mean the net usable floor area of the said Premises, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the

said Premises for the exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Premises for the exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Premises. Explanation – For the purpose of the definition of carpet area (i) “exclusive balcony or verandah area” means the area of the balcony or verandah, as the case may be which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s, (ii) “exclusive open terrace area” means the area of the open terrace which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s and (iii) “walls” would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or shear wall(s) or wall made from bricks or blocks or precast material or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall.

V) The Promoters herein have agreed to provide amenities in the said Premises, which are more particularly described in the Annexure – “9” annexed hereto.

W) The Purchaser/s herein is/are aware of the fact that the Promoters herein have entered or will enter into similar or separate agreements with several other person/s and party/ies in respect of the other Shops/ showrooms/ offices/ tenements/ residential flats/terraces, and top terrace etc.

X) The parties relying on the confirmation, representations and assurances of each other to faithfully abide by the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing and ready to enter into this Agreement on the terms and conditions appearing hereinafter.

Y) Prior to the execution of this Agreement, the Purchaser/s has/have paid to the Promoters a sum of Rs. _____ /- (Rupees _____ only), being Application amount and which is now converted into part payment of the sale consideration of the said Premises agreed to be sold by the Promoters to the Purchaser/s (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and that the Purchaser/s have agreed to pay to the Promoters, the balance consideration of the sale consideration in the manner as stated in Annexure – “8” annexed hereto.

Z) The Purchaser/s herein represents and assures that the Purchaser/s is /are not barred or debarred or disentitled to acquire the said Premises under

the provisions of the Maharashtra Cooperative Societies Act, 1960 or under any statute.

AA) Under section 13 of the Real Estate (Regulation and Development) Act, 2016, the Promoters are required to execute a written agreement for sale of the said Premises with the Purchaser/s, being in fact these presents and also the register the same under the provisions of the Registration Act, 1908.

BB) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoters have agreed to sell and the Purchaser/s have agreed to purchase the said Premises and hence the parties hereto are desirous 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. CONSTRUCTION

As stated hereto before the Pune Municipal Corporation /concerned authorities has sanctioned the building plans of the said Building which is under construction on the said Land. The Promoters herein shall continue and complete the construction of the said Building on the said land in accordance with the plans, designs and specifications approved or to be approved by the Concerned Authority or within building construction rules and regulation of the Local Authority or Concerned Development Controlling Authority. The approved plans have been seen separately and approved by the Purchaser/s and further that the Purchaser/s has/have also seen the plans to be submitted for revision by the Promoters in due course of time, so as to consume the total buildable potential as stated hereinabove.

Provided that, the Promoters shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the said Premises except (i) any alterations or additions required by the Government authorities/ local authority or development controlling authorities or due to change in any law, rules or regulations, or (ii) any minor changes or modifications as may be required by the Purchaser/s, or (iii) any minor changes or modifications or alterations as may be required due to architectural and/or structural reasons duly recommended and verified by the Project Architects or Engineers after proper declaration and intimation to the Purchaser/s.

2. CONSIDERATION OF THE SAID PREMISES

(A) Relying upon the Purchaser/s representation/s and assurance/s, the Promoters herein have agreed to sell and the Purchaser/s herein has/have agreed to purchase from the Promoters, Commercial/Residential Premises bearing **Shop/Showroom/Office/Flat No.** _____ admeasuring carpet area about _____ **square metres** situate on _____ (_____) Floor in Building and project to be known as **“Stature”** and along with an exclusive right to use (i) adjacent Open Terrace collectively admeasuring _____ **square metres**, (ii) adjacent Open Balcony collectively admeasuring _____ **square metres** and (iii) Parking Space (covered/open/mechanical) admeasuring _____ **square metres** in _____ floor along with appurtenances thereto and which along with appurtenances is/are more particularly described in the Annexure – “7” annexed hereto and is hereinafter referred to as **“THE SAID PREMISES”**, at or for total lumpsum consideration of **Rs.**

_____/ - (Rupees _____ **only**) including the price for the proportionate share in the said Land subject to the encumbrances of restricted areas and facilities and also includes the expenses for obtaining electric connection from MSEDCL or electricity company, expenses for formation of society, etc. including share money, expenses for providing genset backup for lifts and common lights and proportionate share in price of the common areas and facilities appurtenant to the said Premises, but excluding all expenses of stamp duty and registration fees, maintenance deposits/charges, corpus, VAT, Service Tax, GST or such levies which will have to be paid by the Purchaser/s to the Promoters or concerned authority separately. The nature, extent and description of the common areas and facilities and restricted areas and facilities, which are more particularly described in the Second Schedule written hereunder.

(B) The Promoters herein have agreed to provide the specification and amenities in the said Premises which are more particularly described in the Annexure – “9” annexed hereto.

(C) The total consideration as stated above excludes Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such taxes or levies and hence the Purchaser/s has/ have agreed to pay the Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such taxes or levies as applicable by separate payments to the Promoters on every installment of payment of the consideration and other charges as mentioned in clause 24 hereunder. If any time after the execution of this agreement, Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such levies are increased under the respective statutes by the Central or State Government as the case may be and further at any time before or after the execution of this agreement any additional taxes/ duty/ charges/ premium/

cess/ surcharge, etc. by whatever name called is levied or recovered or charges or becomes payable under any statute/rule/ regulations/orders either by the Central Government or State Government or local body or revenue authorities or any other authority in respect of the said Premises or this agreement or this transaction the same shall be borne and shall paid by the Purchaser/s within 7 (seven) days from the date of demand of the same by the Promoters.

(D) The above mentioned consideration towards the said Premises is escalation free, save and except any increases which the Purchaser/s agree/s to pay due to any increase on account of (i) development charges payable to the concerned authority and/or (ii) any charges which may be levied or imposed by the concerned authorities from time to time and/or (iii) inflation or price escalation of any building material/s by more than 20% (twenty) percent above the price of such building material/s as on the date of this agreement. The Promoters agree that at the time or raising such a demand for such escalation, the Promoters shall enclose the notification / rule/ regulation / order/ etc. to that effect.

(E) The Promoters may/shall charge separately to the Purchaser/s for any modifications/ gradation / changes specifically requested or approved by the Purchaser/s in the fittings, fixtures, specifications or amenities or any facility , which are other than the specifications and amenities as set out in Annexure – “9”.

(F) The present agreement is not a construction agreement or work contract or service contract and the said Land , the said Building and the said Premises shall vest only with the Promoters and would pass on to the ultimate organization of the tenement purchasers of the project and/or the Purchaser/s as the case may be on the execution of the final conveyance of the said land and building thereon including the said Premises and despite the said fact if any taxes, cess, etc. of any nature are levied on the present agreement the same shall be paid by the Purchaser/s alone.

(G) The Promoters undertake to intimate the Purchaser/s about the imposition of any other taxes that may be levied due to the construction of the present agreement or by any amendment in any of the laws/statutes.

(H) The Purchaser/s undertakes to pay the said taxes, cess, levies as stated hereinabove to the Promoters within 7 (seven) days from the date of such demand by the Promoters and in the event the Purchaser/s fail/s to pay the same within the stipulated time, then the same shall remain a lien or charge of arrears on the said Premises in favour of the Promoters and the Promoters shall be entitled to recover the same from the Purchaser/s along with interest thereon and till such time the said amount along with interest if any is paid by the Purchaser/s, the Promoters shall be entitled to withhold handing over of possession of the said Premises to the Purchaser/s.

3. PAYMENT OF INSTALLMENTS OF CONSIDERATION

(A) The Purchaser/s herein is well aware that, the said Building in which the said Premises is situated and which said Building is under construction on the part of said Land, the construction of which is in progress and considering the present status of the construction of the same, the Purchaser/s has/have agreed to pay the aforesaid agreed consideration to the Promoters herein in the manner detailed in Annexure – “8” annexed hereto.

(B) The Purchaser/s herein shall pay the aforesaid consideration to the Promoters herein on due date or within 7 (seven) days from the Purchaser/s receiving the written intimation from the Promoters calling upon the Purchaser/s to make the payment. Payment in time is the essence of the contract.

(C) The Promoters herein informed to the Purchaser herein that, aforesaid payment has to be made by the Purchaser/s by Cheques/Demand Draft issued/drawn in the name of **“Rucha Promoters and Developers Private Limited”**.

(D) The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s by discounting such early payments at the rate as may be mutually agreed by the parties hereto for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Promoters.

(E) Notwithstanding anything to the contrary, it is specifically agreed by and between the parties that no rebate or discount will be offered in such a case where the construction or items of work has/have been completed before the agreed timelines as mentioned and that the Purchaser/s shall have to pay the entire installment without any rebate or deduction.

(F) It is clarified that the Promoters shall be at liberty to vary the chronological order of the various stages of construction or items of work in the said Building in which the said Premises is situated and further that the Promoters shall also be at liberty to simultaneously undertake two or more stages of construction or items of work set out in the payment plan as stated in Annexure – “8” annexed hereto and to demand from the Purchaser/s the aggregate of the installments towards the agreed consideration mentioned in such installment/s.

(G) The Purchaser/s authorizes the Promoters to adjust/appropriate all payments made by him/her/them under any head/s of due against lawful outstanding, if any, in his/her/their name/s as the Promoters may in its sole discretion deem fit and the Purchaser/s undertake/s not to object/ demand/ direct the Promoters to adjust his/her/their payments in any manner.

(H) The parties hereto agree and covenant that in case of any delay in payment of installment shall lead to delay in completion of the said Premises and would result in delay in handing over possession thereof by the Promoters to the Purchaser/s and that the Promoters shall not be responsible for delay in handing over the possession in case of delay of payments by the Purchaser/s.

(I) The Purchaser/s have agreed to purchase the said Premises as Joint Tenants and not as tenants in common. In the event of death of any one of the Purchaser/s herein, and on receipt of the intimation of the same from the surviving purchaser, the name of the deceased purchaser shall be struck off from the records maintained by the Promoters and all the obligations under these presents shall exclusively vest on the surviving purchaser including to pay all the amounts hereunder to the Promoters. It is further agreed that in case any other person/s claims, any right, title or interest in and upon the said Premises or under this agreement, the surviving purchaser shall at his/her cost and responsibility settle such dispute/disagreement and the Promoters shall not be liable thereto in any manner whatsoever for costs, risks or consequences thereto.

4. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

(A) It is hereby agreed that the Promoters and the Purchaser/s herein shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by Pune Municipal Corporation or the local authority at the time of sanctioning of the plan/s or any time thereafter or at the time of granting Completion Certificate/s.

(B) The Purchaser/s herein shall not be entitled to claim possession of the said Premises until the Completion Certificate in respect of the said Premises is received by the Promoters from Pune Municipal Corporation or the Local Authority and the Purchaser/s herein have paid all dues payable under this agreement in respect of the said Premises to the Promoters and is/are not guilty of breach of any of the terms and conditions of this Agreement.

5. UTILIZATION OF THE FSI/TDR/BUILDING POTENTIAL

(A) In this agreement, the word FSI (floor space index) or FAR (floor area ratio) or TDR (transferable development rights), or Paid FSI or any other buildable potential shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws.

(B) It is hereby declared that, sanctioned plan/s has/have been shown to the Purchaser/s and the floor space index (FSI) available is shown in the aforesaid plan/s including utilized and unutilized FSI. Similarly, the floor space index, if any, utilized as floating floor space index or in any manner, i.e. to say, FSI of the said Land transfer on other property or FSI of the other property being

TDR transfer or Paid FSI to be consumed on the said Land is also shown on the tentative plan which would be sanctioned in due course of time.

(C) The Promoters have disclosed that the approved FSI available as on date in respect of the said land is 5539.00 square metres and that the Promoters shall be loading TDR/Paid FSI/Premium FSI/Slum TDR and any other buildable potential on the said land thus making the total buildable potential of the said land as approx. 15,379.11 square metres or more. The Promoters have at the time of this Agreement utilized a buildable potential as per the sanctioned plans and shall utilize the balance buildable potential by revising the building plans and constructing additional units/tenements/floors in the building in project in due course of time and for such utilization of the balance buildable potential by the Promoters, the Purchaser/s have given their specific irrevocable consent and no objection by executing this Agreement to carry out such amendments, alterations, modifications and/or variations in constructing the said Premises, said Building on the said Land and/or to the layout plan and/or to the building plans (whether or not envisaged and/or constructed at present) provided that the location, the area, the size and shape of the said Premises agreed to be purchased by the Purchaser/s is not adversely affected in any manner and no separate consent shall be required. The Purchaser/s further undertake/s to give any further consent or no objection as may be required by the Promoters for the said purpose without any demur and delay.

(D) The Promoters shall have right of pre-emptions or first right to utilize the residual or available FSI/FAR/TDR/Paid FSI or any other buildable potential which may be increased for whatsoever reason in respect of the said Land or any other FSI or TDR or Buildable Potential granted by the appropriate authority and allowed to use the same on the said Land by construction or raising any additional floor/s in the said Building which is under construction or to be constructed on the said Land. The Purchaser/s herein by executing these presents has/have given his/her/their irrevocable consent and no objection for the aforesaid purposes and further undertakes to give any further consent or no objection as may be required by the Promoters without any demur and delay. No separate consent shall be required hereafter.

(E) As stated in these presents, the Promoters have disclosed the total buildable potential as proposed to be utilized by them on the said Land and the Purchaser/s has/have agreed to purchase the said Premises based on the proposed construction and sale of tenements to be carried out by the Promoters by utilizing the proposed buildable potential and on the understanding that the declared proposed buildable potential shall always belong to the Promoters only.

(F) The Promoters shall be entitled to compensation from the Purchaser/s in case any obstruction or impediment of any nature is raised by or on behalf

of the Purchaser/s to the development of the said Land by utilization and consumption of the total buildable potential as stated above, without prejudice to the rights of the Promoters to terminate this Agreement on such obstruction or impediment being raised by the Purchaser/s.

6. DISCLOSURE AND INVESTIGATION OF TITLE AND BUILDABLE POTENTIAL

(A) The Promoters herein have made full and true disclosure to the Purchaser/s as to the title and further rights and authorities of the Promoters in respect of the said Land and the buildable potential as well as the encumbrances, if any, known to the Promoters.

(B) The Promoters herein have also requested to the Purchaser/s to carry out the search and to investigate the marketable title, rights and authorities of the Promoters in respect of the said Land and also as regards the buildable potential by appointing his/her/their own Advocates/Architects/etc. As required by the Purchaser/s, the Promoters herein have given all information to the Purchaser/s herein and he/she/they is/are acquainted himself/ herself/ themselves with all the facts as to the marketable title, rights and authorities of the Promoters herein in respect of the said Land and also the buildable potential and after satisfaction and acceptance of the same has/have entered into this Agreement.

(C) The Purchaser/s hereinafter shall not be entitled to challenge or question the title, rights/authority of the Promoters in respect of the said Land and the buildable potential and further the Promoter's rights and authority as to enter into this agreement.

(D) The Promoters have disclosed to the Purchaser/s that the litigations pending in respect of the said Land and/or the said project as on the date of this agreement and reflected in the Search and Title Report handed over separately to the Purchaser/s.

(E) The Promoters have disclosed that the said Building under development on said Land and the said Entire Land (less area under D.P Road and Amenity Space) being the said Land would be conveyed to ultimate organisation of tenement purchasers being a cooperative housing society after the completion of the project and as stated in this Agreement.

7. TIME IS ESSENCE OF THE AGREEMENT

(A) Time is of the essence of this Agreement for the Promoters as well as the Purchaser/s.

(B) The Promoters shall abide by the time schedule for completing the project and handing over the said Premises to the Purchaser/s and the common areas to the ultimate organization of the tenement purchasers in the project being a cooperative society after receiving the Completion Certificate

from the concerned authorities. The Promoters have disclosed that the said project and said Building shall be completed on or before 31st January, 2024.

(C) The Purchaser/s shall abide to make timely payments of the installments of consideration towards the said Premises and all other dues payable by him/ her/ them and meeting all other obligations under this Agreement, subject to simultaneous completion of construction by the Promoters as provided in Annexure "8" being the payment plan.

(D) If the Promoters fail to abide by the time schedule for completing the project and handing over of the said Premises to the Purchaser/s, the Promoters agree to pay to the Purchaser/s, who does not want to withdraw from the project, the Promoters shall pay interest as stated in Rule 18 of the 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 on all amounts paid by the Purchaser/s (excluding the amounts paid towards VAT/Service Tax, GST or like) for every month of delay, till the handing over of the possession of the said Premises.

(E) The Purchaser/s agrees to pay to the Promoters interest as stated in Rule 18 of the 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 on all the delayed payments which become due and payable by the Purchaser/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoters. Provided that the tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoters under this Agreement, nor shall it be construed as condonation of the delay by the Promoters against delay in payments by the Purchaser/s.

(F) Without prejudice to the right of the Promoters to charge interest in terms of clause 7 (E) hereinabove, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by the concerned authorities and other outgoings) and on the Purchaser/s any two defaults of payment of installments (either being the same or other and as demanded by the Promoters), the Promoters shall at its own option, may terminate this Agreement: Provided that, the Promoters shall give written notice of fifteen days send by Registered Post A.D. and by email at the address provided by the Purchaser/s of its intention to terminate this Agreement and of the specific breach/es of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fail/s to rectify the said breach/es mentioned by the Promoters within the period of the notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement.

Provided further that upon the termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser/s, subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoters within a period of 30 (thirty) days of the termination, the installments of sale consideration of the said Premises which may then have been paid by the Purchaser/s to the Promoters. It is understood that the Promoters will not have to refund any amounts which have been paid by the Purchaser/s towards Stamp Duty and Registration Charges , VAT/ Service Tax/ GST or like. It is agreed by the parties that for the purposes of termination as envisaged herein the Promoters shall entitled to liquidated damages quantified at 10% of the total consideration of the said Premises.

(G) At the time of accepting the said refund of the amounts as stated in clause 7 (F) the Purchaser/s shall execute and register the necessary Deed of Cancellation as required for by the Promoters and shall also hand over the original of these presents to the Promoters and in case the Purchaser/s has/have availed any loan or financial assistance from any bank or financial institution, the Purchaser/s shall procure the necessary No Objection from such bank or financial institution. In the event the Purchaser/s fail/s to come forward to execute and register the Deed of Cancellation within 7 (seven) days from such written intimation being given to the Purchaser/s, then by these presents itself the Purchaser/s herein irrevocably nominate, constitute and appoint Mr. Kailash Biharilal Motwani Age: adult, Occupation Service, Residing at A-301, Brahma Exurbance, NIBM Road, Kondhwa, Pune 411048 and/or Mr. Ganesh Hanumant Kudale Age: adult, Occupation: Service, Residing at: Flat No. 25, Siddharth B, Anand Nagar, Sinhgad Road, Pune 411051 being any one of the person admitting these presents on behalf of the Promoters (The photocopy of the photo identity of Mr. Kailash Biharilal Motwani and Mr. Ganesh Hanumant Kudale is annexed hereto as Annexure "12" hereto for purpose of identification), as his/her/their, constituted attorney to execute and admit the execution of Deed of Cancellation or any other document as may required to cancel this transaction in law and on termination of this Agreement as aforesaid and who is entitled to do the same on refund of amount to the Purchaser/s or to the bank or financial institution from whom the Purchaser/s has obtained loan or financial assistance by sending the same by cheque/demand draft as aforesaid by Registered Post A.D. By executing these presents the Purchaser/s for himself / herself / themselves and his heirs, executors and administrators ratify and confirm and agree to ratify and confirm aforesaid act of the Constituted Attorney by virtue of these present clause. In pursuance of appointment of the constituted attorney as aforesaid by the Purchaser/s, for the aforesaid purpose, the additional stamp of Rs. 500/- (Rupees Five Hundred only) is paid herewith by the Purchaser/s for this instrument under the Maharashtra Stamp Act, 1958.

8. SPECIFICATIONS AND AMENITIES

(A) The specifications of the said Premises and fixtures, fittings and amenities to be provided by the Promoters to the said Premises or to the said building being in which said Premises is situated are described in the Annexure – “9” annexed hereto.

(B) If any extra fittings, fixtures, and/or amenities are required by the Purchaser/s, then the Purchaser/s shall inform in writing to the Promoters and if it is possible for the Promoters, then the Promoters herein at his/its/their sole discretion may provide the same, provided the Purchaser/s accepting the cost/price of such extra amenities and undertake to pay or deposit the same prior to the commencement of such extra work and such additional bills raised by the Promoters shall be final.

9. DELIVERY OF POSSESSION

The Promoters herein shall complete the construction of the said Premises in all respect on or before 31st January, 2024. In the event, the Promoters fail or neglect to hand over possession of the said Premises to the Purchaser/s on account of reasons beyond their control and of its agents by the aforesaid date, then the Promoters shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the said Premises with interest at the same rate as mentioned in clause 7 (D) hereinabove from the date the Promoters have received the sum till the date the amounts and interest thereon is repaid to the Purchaser/s.

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

- (i) War, civil commotion, strikes or act of God.
- (ii) Any notice, order, rule, notification of the Government and/or public or competent authority or Court.
- (iii) The Purchaser/s has/have committed any default in payment of installment on its due dates as mentioned in Annexure “8” annexed hereto. (This is without prejudice to the right of the Promoters to terminate this agreement as stated in these presents).
- (iv) Non payment or delay in payment of any governmental taxes and levies as set out in clause 2 (C) and 2(D) hereinabove. (This is without prejudice to the right of the Promoters to terminate this agreement as stated in these presents).
- (v) Non-availability or shortage of steel, cement, or any other building materials, water or electric supply including workmen/s, labourer/s, etc.

- (vi) Any extra work required to be carried in the said Premises as per the requirement and at the cost of the Purchaser/s.
- (vii) Pendency of any litigation.
- (viii) Any unanticipated difficulty due to change in any Government rules or regulations or any objections from any Government authority or other Competent Authority.
- (ix) Any delay in getting any permissions, sanctions, consents, no objections or Completion Certificate from Pune Municipal Corporation or any concerned authority due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities well within the stipulated time frame.
- (x) Any delay in getting any services such as electricity, water, drainage, sewage connections or meters from concerned authority/department due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities/department well within the stipulated time frame.
- (xi) Any other reasons beyond the control of the Promoters including force majeure conditions.

It is further agreed by and between the parties that in the event any common facilities and amenities are already built and operational prior to the Purchaser/s taking possession of the said Premises, then in such an event, the Purchaser/s and/or the ultimate organization of the tenement purchasers being the said society shall accept the same and in the same condition and on as is where it is basis.

10. PROCEDURE FOR TAKING AND FAILURE TO TAKE POSSESSION OF THE SAID PREMISES

(A) After completion of construction in all respects in respect of the said Premises and upon obtaining the Completion Certificate, the Promoters herein shall within 7 (seven) days inform in writing to the Purchaser/s that the said Premises is ready for use and occupation and to take possession of the said Premises within a period of 15 (fifteen) days from the receipt of such letter.

(B) On receipt of such letter from the Promoters, the Purchaser/s herein shall inspect the said Premises in all respect and get satisfied according to the terms and conditions of this Agreement and after the Purchaser/s is/are satisfied himself/ herself/ themselves as aforesaid within the said period as mentioned in clause 10(A), at his/her/their request, the Promoters herein shall hand over the possession of the said Premises to the Purchaser/s on payment of all amounts due and payable by the Purchaser/s to the Promoters under this Agreement and the Purchaser/s herein has/have not committed any default in payment of consideration in installment on its due date to the Promoters in pursuance of these presents.

(C) It is further agreed between the parties hereto that, after receiving the possession of the said Premises as stated above, the Purchaser/s herein shall not be entitled to raise any objection or to demand any amount/s under whatsoever ground from the Promoters herein. It is further agreed between the parties thereto that on receipt of possession of the said Premises by the Purchaser in pursuance of these presents, it shall be presumed that Purchaser/s herein has/have accepted the said Premises on as is where is basis and extinguished his/her/their rights as to raise any objection or complaint under whatsoever head.

(D) At the time of taking possession of the said Premises, the Purchaser/s shall execute the necessary Supplementary Agreement for Possession in such form as may be required by the Promoters and also shall execute such necessary indemnities, undertaking and such other documentation as may be required under this Agreement or by the Promoters.

(E) The Promoters agree and undertake to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters.

(F) The Purchaser/s agree/s to pay the maintenance charges, deposits as determinate by the Promoters or ultimate organization of the tenement purchasers in the project, as the case may be at the time of taking possession of the said Premises.

(G) In the event, the Purchaser/s fail/s to take possession of the said Premises as stated hereinabove, the same shall be construed as a breach of the terms and conditions of this Agreement and that the Purchaser/s shall be liable to pay maintenance charges, taxes, penalties, etc as applicable.

(H) The parties hereto specifically agree and covenant that the common amenities and facilities agreed to be provided by the Promoters shall be provided at the end of the project and the Purchaser/s shall at no point of raise any dispute thereto or object in any manner to take possession of the said Premises.

(I) On receipt of possession of the said premises by the Purchaser/s, the Promoters shall not be liable or responsible for any loss of life/injury and/or loss/damage caused by or to the Purchaser/s or his employees/tenants/workers, etc. or the said premises or to the common property.

11. DEFECT LIABILITY

(A) If within a period of 5 (five) years (i) from taking possession of the said Premises or (ii) 15th day from the date of the Completion Certificate, whichever is earlier of (i) or (ii), the Purchaser/s brings to the notice of the Promoters any structural defect in the said Premises or the building in which the said Premises is situated or any defects on account of workmanship, quality or provision of

service, then wherever possible such defect/s shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be only entitled to receive from the Promoters reasonable compensation for such defect in the manner as provided under the Act.

Provided that, (i) the Purchaser/s shall maintain the said Premises in good conditions and repairs, (ii) shall not break open any walls/floorings or chisel or damage the same or carry on extensive interior works or enclosure works, (iii) shall not carry out any alterations/modifications/additions of the whatsoever nature in the said Premises or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations/modifications/ additions in any of the fittings, pipes, water supply connections, sewage lines or any erection or alteration or modifications in the kitchen, terraces, dry balconies/terraces, bathrooms and toilets, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoters, the defect liability automatically shall become void.

(B) The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoters and shall not mean defect/s caused by normal wear and tear, negligent use of said Premises by the Occupants, vagaries of nature, damage due to temperature variations, any act of God (fire, earthquake, floods etc), any damage caused due to mishandling, misuse or due to any modifications or furniture work carried out by the Purchaser/s either themselves or through their agents or nominees or occupants, etc. and or damage caused to the said premises/any common area/ any common property as a result of failure of any public utility line, voltage fluctuations or failure of sewage lines or any failure as a result of improper disposal of waste and/or due to damage cause to the said premises by the purchasers and/or any other person including owner/occupant of any premises in the said development.

Provided further that any warranty on elecromechanical devices, fittings and fixtures and appliances if provided for the said premises or common area, shall be as provided by the manufacturer of such devices and should be dealt directly with manufacturers of such devices/equipments. Futher, any unathorized changes in the said premises or common area resulting in damage to any other premises or common areas shall be allottees/purchasers responsibility and liability.

(C) Defect/s in fittings and fixtures are not included therein and the Purchaser/s shall have to directly approach the manufacturers for such warranty and guarantee of such fittings and fixtures as would have been given by the manufacturers.

12. USE OF THE SAID PREMISES

(A) The Purchaser/s shall use the said Premises or any part thereof or permit the same to be used only for Commercial or Residential purpose as shown in the sanctioned plan.

(B) The Purchaser/s or Occupier/s of any tenement in the building shall not use the said Premises for the purposes of Massage Centre, Gambling House, Classes, Service Apartment, Hostel, Group Accommodation, Rentals on Cot Basis, Lodging Boarding, or any illegal or immoral purpose.

(C) The Purchaser/s shall use the allotted or common parking space only for the purpose for keeping or parking the Purchaser/s own two or four wheeler light vehicle but not entitled to park inside the project or the said parking spaces any heavy vehicles such as trucks, bull dozers, buses, tractors, etc. and further that the Purchaser/s shall not be entitled to park his/her/their any two or four wheeler vehicles in the common marginal spaces other than allotted spaces.

(D) Further the Purchaser/s or none of the occupants is/are entitled to have entry of any public vehicles without prior written consent from the Promoters till handing over the administration to the ultimate organization of tenement purchasers and thereafter from the managing committee of such ultimate organization being a cooperative society.

(E) The Promoters shall not be responsible and/or liable for any nuisance and disturbance caused by any occupants, occupying any tenement in the project after the respective tenement has been handed over to such purchaser/s of the tenement by the Promoters.

13. FORMATION OF ORGANIZATION OF TENEMENTS HOLDERS IN THE BUILDING

(A) The Purchaser/s along with other purchaser/s of premises/tenements, etc. in the project shall join in forming and registering a Cooperative Housing Society to be known as **“Stature Cooperative Housing Society Ltd.”** or by such other name as the Promoters may decide and for this purpose also from time to time sign and execute all the application for registration and / or membership and the other papers and documents necessary for the formation and registration of the Cooperative Housing Society including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within 7 (seven) days of the same being forwarded by the Promoters to the Purchaser/s, so as to enable the Promoters to register the Society, failing and / or neglecting to sign the necessary papers or not giving co-operation or assistance required by the Promoters, the Promoters shall not be liable for any delay in the formation of the Society, as the case may be and if the defaulter neglects or any of the Purchaser/s continues for a period of 2 (two) months, then the Promoters shall be relieved of their obligation to form the Society,

which shall thereafter be formed only by all the tenement holders. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft byelaws of Society, unless it is required by the Registrar of Co-operative Society or any other Competent Authority, as the case may be.

(B) The Promoters shall form and register the Cooperative Housing Society after the sale of at least 51% (fifty one percent) of the tenements in the project.

14. CONVEYANCE IN FAVOUR OF THE ORGANIZATION OF TENEMENTS HOLDERS IN THE BUILDING

The Promoters have also disclosed to the Purchaser/s that they would convey the said Land and the said Building thereon unto and in favour of ultimate organisation of tenement purchasers being a cooperative society and the common amenities and facilities to the said society to be formed within 1 (one) year from the receipt of the Final Completion Certificate of the project and subject to (i) disposal of 2/3rd tenements in the Project Stature and receipt of the total consideration and all other dues from such tenement holders in the project and (ii) acceptance of the draft Conveyance by all parties concerned by mutual consent.

15. PAYMENT OF TAXES, CESSSES, MAINTENANCE, ETC.:

(A) Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said Premises, the Purchaser/s herein shall be liable to bear and pay all taxes, cesses in respect of the said Premises and non-agricultural assessment in respect of the said Land to the respective authorities and/or to the Promoters or/and to the ad-hoc committee appointed by the Promoters or authorized committee of the society which is to be formed by the Promoters herein as stated hereinbefore.

(B) Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said Premises, the Purchaser/s herein shall be liable to bear and pay the maintenance charges towards the said Premises quantified at Rs. 5,000/- per month for Commercial Shops OR Rs. 4,000/- for Commercial Offices OR Rs. 2,500/- per month for 1.5 BHK Residential tenements OR Rs. 3,500/- per month for 2 BHK Residential tenements OR Rs. 5,000/- per month for 3 BHK Residential tenements to the Promoters and/or maintenance company appointed by the Promoters or/and to the ad-hoc committee appointed by the Promoters or authorized committee of the Society which is to be formed by the Promoters herein as stated hereinbefore along with goods and service tax and all applicable other taxes.

(C) The maintenance charges shall be only towards the common areas and amenities and payment of bills for common water pumps/ lights,

housekeeping, etc. and general maintenance of gardens, open spaces, etc. AMC for lifts, and other equipments, STP, OWC, etc. and provision of security services in Building and which are more particularly described in Annexure – “10” annexed hereto.

(D) The Purchaser/s shall at the time of taking possession of the said Premises or within a period of 15 (fifteen) days from the intimation to take possession pay the maintenance charges as stated in clause 15 (B) above to the Promoters and/or the maintenance company and/or the society in advance for a period of 12 (twelve) months. The Promoters and/or the maintenance company shall cause the maintenance as stated above for the said period utilizing the said amount. No accounts thereof shall be furnished by the Promoters and/or the said maintenance company to the Purchaser/s or ultimate organization of the tenement purchasers being the cooperative society.

(E) It is further specifically agreed that the Purchaser/s shall every month/year contribute and pay to the Promoters and/or said maintenance company/cooperative society such further sums as may be determined by the said Promoters and/or maintenance company and/or cooperative society having regards to inflation.

(F) The Purchaser/s shall also be liable to pay any taxes such as service tax, VAT, GST, etc., if applicable as regards to the said maintenance service to be provided.

(G) The Purchaser/s herein has/have been made expressly aware by the Promoters that till such time as such water connection is made available by the concerned authorities and thereafter is procured and sufficient water becomes available for the said project through such water connection or in case of insufficiency of water, the requirement of water for the said project shall be met from other sources, including borewell and/or purchase of water from Water Tanker Agencies, etc by the society and that a prorate share of such purchase, treatment and distribution of such water shall be borne and paid by the Purchaser/s and if such contributions are not forthcoming, the Promoters and/or the maintenance company and/or the society shall not be responsible for continuing to supply such water. The Promoters and/or the maintenance company shall not be responsible to bear cost and expenditure for such water purchase and treatment arrangements.

(H) But it is specifically agreed between the parties hereto that, the Promoters is not responsible/liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold premises in the project so long as they are unoccupied and vacant.

16. SPECIAL COVENANTS

(A) The Promoters herein have specifically informed to the Purchaser/s and Purchaser/s herein is/are also well aware that, the Promoters herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the buildings, outer colour scheme, terraces, windows and grills etc. and hence the Purchaser/s or any owner or occupier of the tenement/s in the building or project shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Purchaser/s herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoters herein have agreed to allot and sell the said Premises to the Purchaser/s herein on ownership basis, subject to the terms and condition of this Agreement.

(B) The Promoters herein are providing advance technology amenities / material / plant and equipment in common area/facilities which may include lifts/elevators, electric rooms, DG Set, etc. for the tenement holders in the project. The said plants and equipments are to be operated and/or used by authorized persons with due care and diligence taking into consideration all safety guidelines and measures. It is specifically agreed between the parties hereto that, the Promoters shall not be responsible after handing over of premises to the ultimate organisation of tenement purchasers, the ultimate organisation of tenement purchasers shall set its own norms for use of common advanced amenities in accordance with law and rules as applicable. It is further agreed that the Promoters shall in no manner be responsible or liable for any misuse, injuries, casualties/ calamities or any damages of whatsoever nature caused to any person or property.

(C) The Purchaser/s shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi governmental agencies and pollution control board, PWD, Municipal Corporation, Town Planning etc and which may include the operation of rain water harvesting, water treatment plants, Sewerage/Effluent Treatment Plant, fossil fuel generators, Dependable mechanical/hydraulic parking, solar water heater, photo-voltaic lights/panels, ventilation devices, firefighting system / pumps / equipment/ alarms/sprinklers, organic waste converters, solid waste segregation, garbage chute, dewatering pumps, water pumps and other equipment and processes etc.

(D) The Purchaser/s hereby gives his/her/their consent and no objection to the Promoters and/or the ultimate organization of tenement purchasers or the maintenance company to operate, upgrade, maintain and run the above mentioned equipments, systems, facilities and processes as per the rules and regulations imposed/required by the concerned authorities and the Purchaser/s agree/s to contribute to the cost involved in these processes on

prorate basis or as decided by the ultimate organization. The Purchaser/s will not hold the Promoters accountable or liable for any penalty or action taken by any authority for failure on the the part of the Purchaser/s or the ultimate organization, to comply with the required laws and procedures for obtaining consents, certifications, permissions, etc for operations, upgradation, modification, periodic monitoring and maintenance of such equipments/devices and processes. The Purchaser/s hereby, always indemnifies the Promoters from all costs and consequences arising out of above mentioned failure on their part or on the part of ultimate organization.

(E) The Purchaser/s herein agrees and covenants that for safety reasons, he/she/they shall be allowed to visit and inspect the said Premises during the course of construction with prior written permission of the Promoters and on a pre appointed time and date only and such permission may be withheld unilaterally by the Promoters considering the site condition.

(F) The Purchaser/s shall not be entitled to carry out any modification or charges in the said Premises during or after the construction of the said Premises without the prior written permission and consent of the Promoters. All modifications and changes shall only be carried out at the discretion of the Promoters.

(G) There is a possibility that there may be some drainage lines, water lines or other utility lines under the parking spaces which is/are allotted to the Purchaser/s in the manner as stated in this Agreement and the Purchaser/s after taking possession thereof shall permit the Promoters and/or their nominees or the maintenance company to access the same for repairs and maintenance and for the same the Purchaser/s shall temporary remove his/her/their vehicles from the parking area for carrying on maintenance works and repairs.

(H) The grant of completion/occupation certificate by the concerned authority, in respect of the said Premises shall be conclusive proof as to completion of construction of the said Premises.

(I) The Purchaser/s herein admits and agrees to always admit that the Promoters are always ready and willing on all payment payable by the Purchaser/s under this Agreement to the Promoters to hand over the possession of the said Premises on its completion.

(J) If at any time, after execution of this agreement, any additional tax/duty/charges/premium/cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said land or the said Premises or this agreement or the transaction herein, shall exclusively be paid/borne by the Purchaser/s. The Purchaser/s hereby, always indemnifies the Promoters from all such levies cost and consequences.

(K) The Purchaser/s is/are hereby prohibited from raising any objection in the matter of sale of premises, tenements and allotment of exclusive right to use parking spaces, garage, terrace/s, garden space/s, space/s for advertisement, installation or wireless communication towers 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 local authority in the concerned locality. For the aforesaid purpose the Purchaser/s 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.

(L) 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 said Building, or any part thereof except the said Premises. The Purchaser/s shall have no claim save and except in respect of the said Premises 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 Promoters until the said Land and said Building is transferred to the ultimate organisation of tenement purchasers as hereinabove mentioned.

(M) The side margins and open space abutting the said commercial tenements and the front open space abutting the main road shall exclusively be used by the tenement purchasers holding the commercial tenements and that the other tenement holders shall not object to the same or raise any dispute at any point of time.

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

(O) In the event of the ultimate organisation of the tenement purchasers being formed and registered before the sale and disposal of all the tenements/units/ premises in the said Building, all the power, authorities and rights of the Purchaser/s herein shall be always subject to the Promoter's over all right to dispose of unsold tenements and allotment of exclusive rights to use un-allotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement, installation of wireless communication towers etc. and all other rights thereto. The Purchaser/s or any other tenement holder in the building or ad-hoc committee of the Society or the maintenance company as the case may be shall have no right to demand any amount from the Promoters herein in respect of the unsold tenements/premises towards the

maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

(P) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoters shall have all the rights under this agreement and other agreements in respect of the other premises shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the premises in the building is received by the Promoters.

(Q) The Promoters herein have not undertaken any responsibility nor have they agreed anything with the Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoters, other than the terms and conditions expressly provided under this agreement.

(R) If any marginal open space adjacent to the buildings, at ground floor or adjacent terrace or terrace above any tenement, has/have allotted by the Promoters to the purchaser of any tenement in the building, such respective buyer and Occupier of the such tenement shall use the same being open space or terrace etc. 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 tenement holders in the building commit breach of this condition, the Promoters herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective tenement buyers or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the Purchaser/s herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as a exclusive right to use the terrace, open space, parking space etc. along with the said Premises, if any.

(S) In case after the possession of the said Premises is handed over to the Purchaser/s and the Purchasers let out or rent or lease or give on leave and license basis the said Premises, then in such an event, the Purchaser/s shall inform in writing to the Promoters or the ultimate organization of tenemnt purchasers the details of such tenant or licensee or care takers.

(T) On notification being issued by the Government to that regards, the Promoters shall obtain forthwith the insurances in respect of the (i) title of the said Land and Building and (ii) construction of the project and shall pay the necessary premiums and charges thereto.

(U) The Promoters herein have disclosed arrangement of water supply, Electricity Supply and provision of drainage and sewage to the Purchaser/s herein and the Purchaser/s with due diligence accept the aforesaid arrangement by executing these present. Further with due diligence the Purchaser/s herein accept that, the Promoters herein are only responsible to provide the aforesaid facilities from concern authorities and shall not be

responsible for any shortfall of water, electricity and provision of drainage and sewage, for the reason same is beyond the control of the Promoters.

(V) For the purposes of this transaction, the Promoters have relied on the representations of the Purchaser/s that the amount of total consideration and other amounts to be paid hereunder in respect of the said Premises is and /or will not be originated from any proceeds of crime as envisaged under the provisions of the Prevention of Money Laundering Act, 2002 or the Benami Transactions (Prohibition) Amended Act, 2016 amended to date and rules there under.

(W) It is agreed that in case the Purchaser/s is resident outside India or Foreign National or any person/s who requires any permissions or sanctions to purchase any immovable property in India, then in such a case, the Purchaser/s shall at his/her/their own risks, costs and responsibility shall complete all formalities and obtain any such permissions, sanctions as may be required under the Foreign Exchange Management Act, 1999 or under any other statute, rules, notifications, etc. for the time being in force.

(X) The Purchaser/s shall abide and observe by the General Rules of Conduct in the Project as stated in Annexure "11" annexed hereto.

17. PROMOTER'S EXCLUSIVE RIGHT TO DEAL WITH THE RESTRICTED AREAS AND FACILITIES:

It is hereby agreed that the Promoters herein have the exclusive right of allotment of exclusive right to use and occupy different parking spaces, adjoining terraces, top terraces or open spaces or right to develop garden in adjoining open space/s, space for advertisement on terrace or in the building, to one or more person/s of their choice. It is hereby agreed that the areas mentioned in the Second Schedule written hereunder under head Common Facilities only shall be the common facilities and the Promoters shall be entitled to declare all other areas as restricted or reserved areas and facilities alienate and dispose off other areas and facilities in such manner as the Promoters thinks fit.

18. REPRESENTATIONS AND WARRANTIES BY THE PROMOTERS

(A) The Promoters have clear and marketable title with respect to the said Land, as declared in the title certificate annexed to this Agreement and have the requisite rights to carry out development upon the said Land and also have actual, physical and legal possession of the said Land for the implementation of the said Land.

(B) The Promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the said project and shall obtain requisite approvals from time to time to complete the development of the said project.

(C) There are no encumbrances upon the said Land or the said project save and except those disclosed in the Search and Title Report and/or in this Agreement.

(D) Save and except as disclosed in the Search and Title Report separately handed over to the Purchaser/s, there are no other litigations pending in respect of the said Land and/or the said project as on the date of this agreement before any Court, Tribunal or Forum.

(E) All approvals, licenses and permits issued by the competent authorities with respect to the said project, or the said land and said building 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, the said Land and the said Building shall be obtained following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said project, said Land and the said Building and common areas.

(F) The Promoters have a right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.

(G) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement with any person/s or party with respect to the said Land, including the said project and the said Premises which will in any manner affect the rights of the Purchaser/s under this Agreement.

(H) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Purchaser/s in the manner contemplated in this Agreement.

(I) At the time of execution of the Conveyance of the said Land and structure to the ultimate organization of tenement purchasers being the cooperative society, the Promoters shall hand over lawful, vacant, peaceful and physical possession of the common areas of the structure to the said cooperative society.

(J) The Promoters have 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 concerned authorities.

(K) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including notice for acquisition or requisition of the said land) has been received or served upon the Promoters in respect of the said land and/or the

said project save and except those disclosed in the title report and/or in this agreement.

19. COVENANTS AS TO THE USE AND MAINTENANCE OF THE SAID PREMISES ETC.

The Purchaser/s himself/herself/themselves with intention to bring all persons into whosoever hands the said Premises may come, doth hereby covenant with the Promoters as follows for the said Premises and also for the building in which the said Premises is situated.

(A) To maintain the said Premises at the Purchaser/s own cost in good tenantable repair and condition from the date of possession of the said Premises is taken and shall not do or cause to be done anything or suffer to be done anything in or to the said Premises or the building in which the said Premises is situated, staircase or any passage which may be against the rules, regulations or bye laws of the concerned local or any other authority or change/alter or make addition in or to the said Premises and/or to the building in which the said Premises is situated and in or to the said Premises itself or any part thereof without the consent of the local authorities, if required.

(B) Not to store in/outside the said Premises 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 local 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 in which the said Premises is situated and in case of any damage is caused to the building in which the said which the said Premises is situated or the said Premises on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for all the consequences of the breach.

(C) To carry at his/her/their own cost/s all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s. Provided that for the defect liability period such repairs shall be carried out by the Purchaser/s with the written consent and under the supervision of the Promoters. And further the Purchaser/s shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority. 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 authority and/or other public authority.

(D) 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 Premises or any part thereof and not to make any addition or alteration in the elevation and outside colour scheme of the building in which the said Premises is situated and shall keep the portion, 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 parts or other structural members in the said Premises without the prior written permission of the Promoters and/or the ultimate organization of the tenement purchasers being the cooperative society.

(E) Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said land and the building, wing/s or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

(F) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Land and the building in which the said Premises is situated.

(G) Not to install any satellite TVC Dish or TV Antenna, broad band antenna or any similar device on the balconies or terrace attached to the said Premises or the top terrace or Air Conditioners on the façade of the said Building. Prior written permission for installation of such devices shall have to be obtained from the Promoters or ultimate organization of tenement purchasers as the case may be and shall only be installed at predetermined places and all wirings cabling shall be done only through designated ducts.

(H) Pay to the Promoters within 15 (fifteen) days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned authority or Government for giving water, electricity or any other service connection to the building in which the said Premises is situated.

(I) To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion certificate in respect of the said Premises and also any additional increased taxes, insurances etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of change of user of the said Premises by the Purchaser/s for any purposes other than for the purposes as shown in the sanctioned plan.

(J) The Purchaser/s shall not let, sub-let, transfer assign or part with Purchaser/s interest or benefit factor of/under this agreement or part with the possession of the said Premises until all the dues payable by the Purchaser/s to the Promoters under the agreement are fully paid up and only if the Purchaser/s has/have 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/have intimated in writing to the Promoters and obtained written consent thereof.

(K) The Purchaser/s shall observe and perform all the rules and regulations of the said society 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 are and the tenement therein and for observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the government and of the Government or other public bodies. The Purchaser/s shall observe and perform all the stipulations and conditions laid down by ultimate organization of tenement purchasers being cooperative society regarding the occupation and use of the Premises 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.

(L) Till the conveyance of the said Land and Building in which the said Premises is situated is executed in favour of the ultimate organization of tenement purchasers being cooperative society, the Purchaser/s shall permit the Promoters and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Premises and the said Land and Building or any part thereof to view and examine the state and conditions thereof.

20. NAME OF THE PROJECT AND BUILDING

(A) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoters herein have decided to have the name of the Project / Scheme **“Statute”** for the entire project and further erect or affix Promoters name board at suitable places as decided by the Promoters herein on any building and at the entrances of the scheme or on the terrace /roof or on water tank of any building.

(B) The Purchaser/s or other tenement holders in the buildings or proposed ultimate organization of tenement purchasers or its successors are not entitled to change the aforesaid project / scheme name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

21. MEASUREMENT OF THE AREA OF THE SAID PREMISES

(A) It is specifically agreed between the parties hereto that, in this agreement carpet area of the said Premises and adjacent/top terrace are stated.

(B) “Carpet Area” shall mean the net usable floor area of the said Premises, excluding the area covered by the external walls, area under service

shafts, exclusive balcony appurtenant to the said Premises for the exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Premises for the exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Premises. Explanation – For the purpose of the definition of carpet area (i) “exclusive balcony or verandah area” means the area of the balcony or verandah, as the case may be which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s, (ii) “exclusive open terrace area” means the area of the open terrace which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s and (iii) “walls” would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or shear wall(s) or wall made from bricks or blocks or precast material or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall.

(C) At the time of taking the possession the Purchaser/s at his/her/their own discretion get measured the area of the said Premises in light of aforesaid principal and if any difference more than 5% (five percent) in the area is found then the consideration of the said Premises shall be adjusted accordingly and either Promoters or Purchaser/s as the case may be refund or pay the differential amount.

(D) After taking the possession of the said Premises by the Purchaser/s it shall be presumed the Purchaser/s has/have no grievance under whatsoever head including as regards to carpet area, height, length and width etc. of the said Premises.

22. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoters execute this Agreement, they shall not mortgage or create a charge on the said Premises 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 Purchaser/s who has/have taken or agreed to take the said Premises.

23. PARKING SPACES

(A) It is hereby agreed that though the parking spaces and parking area covered or open or dependable/ mechanical parking shall be owned by all the tenement owners or their ultimate organization being the cooperative society, it is the necessity and requirement of the tenement purchasers that various parking spaces be distributed/allotted amongst them to have orderly and disciplined use and to avoid confusions, dispute and differences amongst them. With this view, the Promoters on the request of the Purchaser/s herein will

keep and maintain a register/record of such designations/selections of parkings to be done by the Purchaser/s amongst themselves which selections are to be confirmed by the all the tenement purchasers in the project or their ultimate organization that may be formed.

(B) The Purchaser/s has/have not given any consideration for such selection and allotment of parking spaces. It is specifically agreed by the Purchaser/s herein that the above work is being done by the Promoters ex-gratia on the request of the Purchaser/s and that if for any reason it be held that such selection/designation of parking/s by the purchasers of the tenements themselves is not proper then the purchasers of the tenements in the project (including the Purchaser/s herein) shall be entitled to use the entire parking area in common with the other tenement purchasers.

(C) All the tenement purchasers in the project (who have till this date booked tenements in the said scheme) have amongst themselves, for sake of orderly use and avoidance of any disputes in future by their own volition, selected parking spaces amongst themselves on first come first serve basis and have agreed amongst themselves to get the said allotments confirmed from the ultimate organization of the tenement purchasers which may be formed and the same shall form a part of the ultimate conveyance in favour of the said ultimate organization.

(D) The tenement purchasers amongst themselves agree that the selection shall be final, irrevocable and binding amongst all of them and the said right shall be perpetual and run along with their respective tenements and shall be heritable and transferable along with their respective tenements and shall not be separated.

(E) The Purchaser/s agree that in case of disputes amongst the tenement purchasers regarding the selection of the parking spaces, the same shall be referred to the Sole Arbitration of Mr. Prashant Prakash Nilawar, a director of the Promoters being nominated by the parties hereto, whose decision shall be final and binding on all the tenement purchasers in the project.

24. OTHER CHARGES

The Purchaser/s shall on or before delivery of possession of the said Premises pay the Promoters the following amounts in addition to consideration of the said Premises as stated in clause 2 herein above.

(a) Rs. 5,00,000/- Towards MSED Co, ORC/SLC charges and individual/meter deposit. (In case of any increase or difference in the individual meter deposits or SLC charges the Purchaser/s shall pay additional increased amount as called for by the Promoters) and towards share money, application and entrance fees, legal fees, etc. for the formation of the society for

final conveyance, infracharges, etc.

- (b) Rs. 1,00,000/- Towards one time corpus and sinking fund of the building and which shall be collected by the Promoters and kept in a separate banking account and shall be handed over to the ultimate organization of tenement purchasers on the same being formed and taking over the maintenance of the building.

The Purchaser/s shall bear and pay the above mentioned charges to the Promoters in addition to the price of the said Premises and within 7 (seven) days from demand made thereof by the Promoters. In the event of default the Promoters shall be entitled to terminate this agreement and shall be construed as a breach of this agreement.

25. BROCHURE/ADVERTISING MATERIAL

It is specifically understood that the brochure/s published as an advertisement material, sales plans and brochures or the sample tenement contain various features such as furniture/appliance layout in a tenement, vegetation and plantation shown around the building, scheme, color scheme, vehicles etc. to increase the aesthetic value only and are not facts and are not agreed to be provided. These features/amenities are not agreed to be developed or provided by the Promoters. The concept tenement made by the Promoters may contain many civil and furniture upgrades to increase the aesthetic value only and are not facts and are not agreed to be provided by the Promoters and the same are not standard amenities which are agreed to be provided.

26. TAX DEDUCTED AT SOURCE

(A) If any deduction of an amount is made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under the Income Tax Act, 1961 or any other prevailing law while making any payment to the Promoters under this Agreement shall be acknowledged / credited by the Promoters, only upon Purchaser/s submitting Original Tax Deducted at Source Certificate and the amount mentioned in the Certificate is matching with Income Tax Department site to that effect.

(B) Provided further, that at the time of handing over the possession of the said Premises, if such Certificate of TDS is not produced to the Promoters, the Purchaser/s shall deposit equivalent amount as interest free deposit with the Promoters and which deposit shall be refunded by the Promoters on the Purchaser/s producing/furnishing such Certificate within 4 (four) months of the possession of the said Premises being handed over. Provided further that in case the Purchaser/s fail/s to produce such TDS Certificate within the stipulated period of 4 (four) months, the Promoters shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

27. PAYMENT OF STAMP DUTY REGISTRATION FEE ETC.

The Purchaser/s 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, deed of apartment or any final conveyance deed which is to be executed by the Promoters in favour of the Purchaser/s. The parties herein shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoters in favour of the Purchaser/s or in the name of the ultimate organization of tenement purchasers.

28. BINDING EFFECT

Forwarding this Agreement in any form either being hard copy or electronic form or otherwise to the Purchaser/s by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser/s, until, firstly, the Purchaser/s 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 Purchaser/s and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the Promoters. If the Purchaser/s fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appears before the Sub Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall returned to the Purchaser/s without any interest or compensation whatsoever and subject to deductions as mentioned in the booking form.

29. ENTIRE AGREEMENT

This Agreement along with its schedules and annexures, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regards to the said Premises.

30. RIGHT TO AMEND

This Agreement shall only be amended or modified through written consent of the parties and by executing necessary supplementary deeds and documents thereto.

31. PROVISIONS HERETO APPLICABLE TO SUBSEQUENT ALLOTTEES

It is clearly understood and also agreed by the parties hereto that all the provisions contained in this Agreement and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Allottees of the said Premises in case of a transfer, as the said obligation go along with the said Premises for all intents and purposes.

32. SEVERABILITY

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

33. CALCULATION OF PROPORTIONATE SHARE

Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other purchasers in the project, the same shall be in proportion to the total area of the said Premises to the total area of all the tenements in the project.

34. FURTHER ASSURANCES

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

35. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoters at the Promoters office at Pune. After the Agreement is duly executed by the parties, the said Agreement shall be registered with the office of the Sub Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

36. REGISTRATION

The Purchaser/s shall present this Agreement as well as any other deeds, documents etc. which are to be executed by the parties hereto in pursuance

of this presents, at the proper registration office for registration within the time limit prescribed under the Registration Act and Promoters after receiving written intimation will attend such office and admit execution thereof.

37. SERVICE OF NOTICE

(A) All notices to be served on the Promoters or the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Promoters or the Purchaser/s as the case may be by under Registered Post A.D and notified by E-mail at his/her/their address/es specified in the title clause of this Agreement or at the address intimated in writing by the Purchaser/s after execution of this Agreement.

(B) In change of any address, telephone number, email address the any party, such party shall inform the same to the other party forthwith and if the same has not been communicated, the communications and letters posted at the original address shall be deemed to have been received by the Promoters or the Purchaser/s as the case may be.

(C) In case of joint purchasers all communications shall be sent by the Promoters to the purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the purchasers.

38. DISPUTE RESOLUTION

Any dispute between the parties shall be settled amicably. In case of failure to settle the disputes amicably, the same shall be referred to authorities as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under.

39. EFFECT OF LAWS

(A) 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.

(B) This Agreement shall always be subject to the 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 Apartment Ownership Flats Act, 1970, and the rules made there under.

(C) The Courts in Pune shall have jurisdiction to try and entertain any matter arising out of this Agreement.

FIRST SCHEDULE
(Description of the said Land)

All those pieces or parcels of contiguous land collectively admeasuring 5126.00 square metres being (i) Survey No. 143 Hissa No. 1 to 10/1/3A admeasuring 10 Ares i.e. 1000 square metres assessed at Rs. 00=50paise of village Dhayari, (ii) Survey No. 143 Hissa No. 1 to 10/1/3B admeasuring 15 Ares i.e. 1500 square metres assessed at Rs. 00=75paise of village Dhayari, (iii) portion admeasuring 809 square metres out of Survey No. 143 Hissa No. 1 to 10/1/3C admeasuring 15 Ares assessed at Rs. 00=75paise of village Dhayari, (iv) portion admeasuring 193 square metres out of Survey No. 143 Hissa No. 1 to 10/1/5A admeasuring 9.5 Ares assessed at Rs. 00=48paise of village Dhayari, (v) Survey No. 143 Hissa No. 1 to 10/1/5B admeasuring 10.5 Ares i.e. 1050 square metres assessed at Rs. 00=52paise of village Dhayari, (vi) portion admeasuring 338 square metres out of Survey No. 143 Hissa No. 1 to 10/2/1A/3 admeasuring 5 Ares assessed at Rs. 00=30paise of village Dhayari, (vii) portion admeasuring 236 square metres out of Survey No. 143 Hissa No. 1 to 10/2/1A/4 admeasuring 4.5 Ares assessed at Rs. 00=30paise of village Dhayari of village Wadgaon Khurd and all in Taluka Haveli, District Pune and within the limits of the Pune Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli Nos. 1 to 27, Pune and bounded as follows:-

- | | | |
|-------------------------|---|----------------------------|
| On or towards the East | : | By part of Survey No. 143. |
| On or towards the West | : | By part of Survey No. 143. |
| On or towards the North | : | By D.P. Road. |
| On or towards the South | : | By Survey No. 176. |

SECOND SCHEDULE
(Details of the Common Facilities and Restricted Areas and Facilities)

(A) COMMON FACILITIES :-

1. RCC Frame work structure of the building.
2. Drainage and water line work.
3. Electric meters and water meter/s connected to common lights, water connections, pump set etc.
4. Light point outside the building and the staircase/s as well as those in the common parking space.
5. Overhead water tank for building with water pump connected to underground water tank.
6. Lifts/Elevators with lift rooms, lift wells and elevator equipments.
7. Common Toilets.
8. Garden AND open space if specifically marked.

(B) RESTRICTED AREAS AND FACILITIES :-

1. Terraces adjacent if any to the tenements shall be restricted and shall be for exclusive use of such respective tenement holders.
2. The open space adjacent to the ground floor premises upto the fencing or boundary mark for the respective building, are restricted areas and the Promoters herein shall have exclusive right to allot the same to the tenement holder in the building.
3. The parking spaces area as shown in plans shall be restricted and the same shall be allotted in the manner as stated in this Agreement.
4. Top terrace of the building shall be restricted and the Promoters herein shall have exclusive right to allot the same to the Premises holder in the building.
5. All areas 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-parkings within the said land and in the building which is/are under construction on the said land is reserved and Promoters shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of flat, terrace/s, parking space etc. Or to Convert the Restricted Area into Common Area or vice-versa.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and the year first herein above written.

SIGNED, SEALED AND DELIVERED by the]
within named Promoters **Rucha**]
Promoters and Developers Private]
Limited through the hands of any one]
of its Director/ Authorized Signatory (i)]
Mr. Prashant Prakash Nilawar OR (ii)]
Mr. Kailash Biharilal Motwani]

SIGNED, SEALED AND DELIVERED]
by the within named Purchaser/s]
... ..]
... ..]
... ..]
... ..]
... ..]

SIGNED, SEALED AND DELIVERED by the]
within named Consenting Party **(1)**]
M/s. Ganesh Bhintade Corporation]
and **(2) Mr. Divakar Shivaji Mate**]
through the hands of any one of their]
Constituted Attorney Mr. Prashant]
Prakash Nilawar OR Mr. Kailash Biharilal]
Motwani

In the presence of

WITNESSES

(1) Sign:
Name:
Address:

(2) Sign:
Name:
Address:

Annexure “1”

Copy of Plan of the said Land

Annexure "2"
Copy of the Note on Title

(1) Flow of Title and History of the said Entire Land

(A) It is clarified for the purposes of clarity each Survey Number along with its Hissa Numbers have separately been dealt herein.

(B) Survey No. 143 Hissa No. 1 to 10/1/3A admeasuring 10 Ares assessed at Rs. 00=50paise, Survey No. 143 Hissa No. 1 to 10/1/3B admeasuring 15 Ares assessed at Rs. 00=75paise, Survey No. 143 Hissa No. 1 to 10/1/3C admeasuring 15 Ares assessed at Rs. 00=75paise, Survey No. 143 Hissa No. 1 to 10/1/5A admeasuring 9.5 Ares assessed at Rs. 00=48paise and Survey No. 143 Hissa No. 1 to 10/1/5B admeasuring 10.5 Ares assessed at Rs. 00=52paise of village Dhayari

(a) The Survey No. 143/1 to 10 was originally owned and possessed by one Mr. Vitthoba Piraji Bendkar (1/2th share) and Mr. Bayaji Hari Bendkar (1/2th share) prior to the year 1939.

(b) By a Mortgage Deed dated 14/4/1939 the said Mr. Vitthoba Piraji Bendkar and Mr. Sambu Piraji Bendkar have mortgaged ½ portion out of Survey No. 143/1 to 10 in favour of Mr. Kesu Jayram Marwadi and took loan to the tune of Rs. 700/-. Pursuant thereto the name of the said Mr. Kesu Jayram Marwadi was mutated in the other rights column in the revenue records vide mutation entry no. 1894. The said Mr. Kesu Jayram Marwadi gave written statement that the said loan was repaid and that he does not have charge over the said Survey No. 143/1 to 10 and his name be deleted. Pursuant thereto the name of the said Mr. Kesu Jayram Marwadi was deleted from the revenue records vide mutation entry no. 2073.

(c) By a Mortgage Deed dated 16/4/1942 the said Mr. Vitthoba Piraji Bendkar and Mr. Bayaji Hari Bendkar have mortgaged Survey No. 143/1 to 10 in favour of Mr. Papabha Laxman Istore and took loan to the tune of Rs. 4000/-. Pursuant thereto the name of the said Mr. Papabha Laxman Istore was mutated in the revenue records vide mutation entry no. 2009. The said loan was duly repaid and pursuant thereto the charge of Mr. Papabha Laxman Istore was deleted from the revenue records vide mutation entry nos. 2159 and 2228.

(d) By a Sale Deed dated 7/3/1946 the said Smt. Savitrabai Bayaji Bendkar, Ms. Parvati Bayaji Bendkar and Mrs. Laxmibai Thaku Holekar (being legal heirs of Mr. Bayaji Hari Bendkar have sold their 1/2th share in Survey No. 143/1 to 10 unto and in favour of Mr. Sakharam Narayan Sanas for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 2160.

(e) By an unregistered Agreement for Easement Right dated 6/3/1946, the said Mr. Vitthoba Piraji Bendkar has given an easementary right for ingress and egress over a strip having width of 2 feet running south to north and leading to Survey Nos. 143/11, 12, 13 and 16 unto and in favour Mr. Yesu Gangaram Laygude. Pursuant thereto the effect of the said grant of easementary right was mutated in the revenue records vide mutation entry no. 2172.

(f) By a Sale Deed dated 5/3/1945 registered with the office of the Sub Registrar Haveli No. 1 at serial no. 477/1945, the said Mr. Vitthoba Piraji Bendkar has sold his 1/2th share in Survey No. 143/1 to 10 unto and in favour of Mr. Shankar Tukaram Chakankar for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 2229.

(g) As per the jungle vahiwat and possession held by Mr. Sakharam Narayan Sanas and Mr. Shankar Tukaram Chakankar, the said Survey No. 143/1 to 10 was subdivided and pursuant thereto the said Survey No. 143/1 to 10/1 admeasuring 5 Acres 15.615 Gunthas was allotted to Mr. Sakharam Narayan Sanas and Survey No. 143/1 to 10/2 admeasuring 5 Acres 14.474 Gunthas was allotted to Mr. Shankar Narayan Chakankar and their names were accordingly mutated in the revenue records vide mutation entry nos. 2456 and 2457.

(h) The said Mr. Shankar Narayan Chakankar has obtained loans from Dhayari Vivid Karyakari Seva Sahakari Society to the tune of Rs. 350/- and Rs. 1400/- respectively. Pursuant thereto the charge of the said society was mutated in the revenue records in respect of Survey No. 143/1 to 10/2 vide mutation entry nos. 2573 and 2831.

(i) The said Mr. Sakharam Narayan Sanas and his family members partitioned the lands held by them and pursuant to the application preferred by Mr. Sakharam Narayan Sanas, the said Survey No. 143/1 to 10/1 was subdivided and annewari was mutated as follows (i) Mr. Suresh alias Surendra Ramchandra Sanas, Mr. Ravindra Ramchandra Sanas and Mr. Mahendra Ramchandra Sanas through their legal guardian Mr. Ramchandra Sakharam Sanas – 8 anna and (ii) Mr. Shyam Laxman Sanas, Mr. Dilip Laxman Sanas, Mr. Vitthal Laxman Sanas and Mr. Pradip Laxman Sanas through their legal guardian Mr. Laxman Sakharam Sanas - 8 anna vide mutation entry no. 2904.

(j) The said Mr. Suresh alias Surendra Ramchandra Sanas, Mr. Ravindra Ramchandra Sanas, Mr. Mahendra Ramchandra Sanas through their legal guardian Mr. Ramchandra Sakharam Sanas, Mr. Shyam Laxman Sanas, Mr. Dilip Laxman Sanas, Mr. Vitthal Laxman Sanas and Mr. Pradip Laxman Sanas through their legal guardian Smt. Radhadevi Laxman Sanas preferred an application inter alia stating that they had partitioned their land and that Survey No. 143/1 to 10/1 came to the share of Mr. Shyam Laxman Sanas, Mr. Dilip Laxman Sanas, Mr. Vitthal Laxman Sanas and Mr. Pradip Laxman Sanas through their legal guardian Smt. Radhadevi Laxman Sanas. Pursuant thereto the names of the said Mr. Suresh alias Surendra Ramchandra Sanas, Mr. Ravindra Ramchandra Sanas, Mr. Mahendra Ramchandra Sanas through their legal guardian Mr. Ramchandra Sakharam Sanas was deleted from the revenue records vide mutation entry no. 3154.

(k) The mutation entry No. 3345 pertains to the Indian Coinage Act, 1955 and the Maharashtra State Weights and Measures Enforcement Act, 1958 and is applicable to the entire village Dhayari.

(l) By the said Mr. Shyam Laxman Sanas, Mr. Dilip Laxman Sanas, Mr. Vitthal Laxman Sanas and Mr. Pradip Laxman Sanas and Smt. Radhadevi Laxman Sanas partitioned the land held by them under section 85 of The Maharashtra Land Revenue Code, 1966 and pursuant to Vatap Case No. 4/1978, the said Survey No. 143/1 to 10/1 came to the exclusive share of Mr. Pradip Laxman Sanas. Pursuant thereto the name of the said Mr. Pradip Laxman Sanas was mutated in the revenue records vide mutation entry no. 4043.

(m) The said Mr. Pradip Laxman Sanas preferred an application in the year 1979 inter alia stating that the name of Smt. Radhadevi Laxman Sanas be mutated in place and stead of Mr. Pradip Laxman Sanas. Pursuant thereto vide Order bearing no. VASHI/3331/1979 dated 28/12/1979 passed by the Tahasildar, Haveli, the name of the said Mr. Pradip Laxman Sanas was deleted and the name of Smt. Radhadevi Laxman Sanas was mutated in the revenue records of Survey No. 143/1 to 10/1 vide mutation entry no. 4110.

(n) By a Sale Deed dated 5/7/1980 the said Smt. Radhadevi Laxman Sanas has absolutely sold a portion admeasuring 1 Acre i.e. 40 Ares out of Survey No. 143/1 to 10/1 unto and in favour of Mr. Shirang Eknath Chavan, Mr. Bajirao Shripati Jawalkar and Mr. Balasaheb Gajanan Magar for consideration and on certain terms and conditions. Pursuant thereto the said Survey No. 143/1 to 10/1 was subdivided and Survey No. 143/1 to 10/1 was retained by the said Radhadevi Laxman Sanas and Survey No. 143/1 to 10/3 was allotted to Mr. Shirang Eknath Chavan, Mr. Bajirao Shripati Jawalkar and Mr. Balasaheb Gajanan Magar and their names were mutated accordingly vide mutation entry no. 4137.

(o) By a Sale Deed dated 18/8/1980 the said Smt. Radhadevi Laxman Sanas has absolutely sold a portion admeasuring 10 Ares out of Survey No. 143/1 to 10/1 unto and in favour of Mr. Martand Sahebrao Bhise for consideration and on certain terms and conditions. Pursuant thereto the said Survey No. 143/1 to 10/1 was subdivided and Survey No. 143/1 to 10/1 was retained by the said Smt. Radhadevi Laxman Sanas and Survey No. 143/1 to 10/4 was allotted to Mr. Martand Sahebrao Bhise and his name was mutated

accordingly vide mutation entry no. 4147. It is further clarified that Survey No. 143/1 to 10/4 is not a part of the said Land.

(p) By a Sale Deed dated 18/8/1980 registered with the office of the Sub Registrar Haveli No. 1 at serial no. 3190/1980 said Smt. Radhadevi Laxman Sanas with the consent of Mr. Pradip Laxman Sanas has absolutely sold a portion admeasuring 20 Ares out of Survey No. 143/1 to 10/1 unto and in favour of Mr. Shrirang Eknath Chavan for consideration and on certain terms and conditions. Pursuant thereto the said Survey No. 143/1 to 10/1 was subdivided and Survey No. 143/1 to 10/1 was retained by the said Smt. Radhadevi Laxman Sanas and Survey No. 143/1 to 10/5 was allotted to Mr. Shrirang Eknath Chavan and his name was mutated vide mutation entry no. 4148.

(q) By a Sale Deed dated 17/8/1980 registered with the office of the Sub Registrar Haveli No. 1 at serial no. 3200/1980, the said Mr. Shrirang Eknath Chavan, Mr. Bajirao Shripati Jawalkar and Mr. Balasaheb Gajanan Magar sold a portion admeasuring 15 Ares out of Survey No. 143/1 to 10/1/3 unto and in favour of Mr. Prabhakar Ganesh Chitale for consideration and on certain terms and conditions. Pursuant thereto the said Survey No. 143/1 to 10/1/3 was subdivided and Survey No. 143/1 to 10/1/3A was retained by the said Smt. Radhadevi Laxman Sanas and Survey No. 143/1 to 10/3B was allotted to Mr. Prabhakar Ganesh Chitale and their names were mutated vide mutation entry no. 4215.

(r) By a Sale Deed dated 18/8/1980 registered with the office of the Sub Registrar Haveli No. 1 at serial no. 3209/1980, the said Mr. Shrirang Eknath Chavan, Mr. Bajirao Shripati Jawalkar and Mr. Balasaheb Gajanan Magar sold a portion admeasuring 15 Ares out of Survey No. 143/1 to 10/1/3A unto and in favour of Mr. Prabhakar Ganesh Chitale for consideration and on certain terms and conditions. Pursuant thereto the said Survey No. 143/1 to 10/1/3 was subdivided and Survey No. 143/1 to 10/1/3A was retained by the said Smt. Radhadevi Laxman Sanas and Survey No. 143/1 to 10/3C was allotted to Mr. Prabhakar Ganesh Chitale and their names were mutated vide mutation entry no. 4216.

(s) By a Sale Deed dated 19/8/1980 registered with the office of the Sub Registrar Haveli No. 1 at serial no. 3224/1980, the said Mr. Shrirang Eknath Chavan, Mr. Bajirao Shripati Jawalkar and Mr. Balasaheb Gajanan Magar sold Survey No. 143/1 to 10/1/3A admeasuring 10 Ares unto and in favour of Mr. Prabhakar Ganesh Chitale for consideration and on certain terms and conditions. Pursuant thereto the name of the said Mr. Prabhakar Ganesh Chitale was mutated in the revenue records vide mutation entry no. 4217.

(t) By a Sale Deed dated 13/2/1981 registered with the office of the Sub Registrar Haveli, the said Mr. Shrirang Eknath Chavan has sold a portion admeasuring 10.5 Ares out of Survey No. 143/1 to 10/1/5 total admeasuring 20 Ares unto and in favour of Mr. Prabhakar Ganesh Chitale for consideration and on certain terms and conditions. Pursuant thereto the said Survey No. 143/1 to 10/1/5 was subdivided and Survey No. 143/1 to 10/1/5A was retained by the said Mr. Shrirang Eknath Chavan and Survey No. 143/1 to 10/5B was allotted to Mr. Prabhakar Ganesh Chitale and their names were mutated vide mutation entry no. 4218.

(u) By a Sale Deed dated 12/2/1981 registered with the office of the Sub Registrar Haveli, the said Mr. Shrirang Eknath Chavan has sold Survey No. 143/1 to 10/1/5A total admeasuring 9.5 Ares unto and in favour of Mr. Prabhakar Ganesh Chitale for consideration and on certain terms and conditions. Pursuant thereto the name of Mr. Prabhakar Ganesh Chitale was mutated in the revenue records vide mutation entry no. 4895.

(v) By a Sale Deed dated 14/10/1994 registered with the office of the Sub Registrar Haveli No. 5 at serial no. 7447/1994, the said Mr. Prabhakar Ganesh Chitale has sold (i) Survey No. 143/1 to 10/1/3A admeasuring 10 Ares, (ii) Survey No. 143/1 to 10/1/3B admeasuring 15 Ares, Survey No. 143/1 to 10/1/3C admeasuring 15 Ares, (iv) Survey No. 143/1 to 10/1/5A admeasuring 9.5 Ares and Survey No. 143/1 to 10/1/5B admeasuring 10.5 Ares unto and in favour of Kalyani Thermal Systems Ltd. for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser were mutated in the revenue records vide mutation entry no. 7517.

(w) By a Sale Deed dated 25/5/2012 registered with the office of the Sub Registrar Haveli No. 15 at serial no. 4439/2012, the said Kalyani Thermal Systems Ltd. have sold (i) Survey No. 143/1 to 10/1/3A admeasuring 10 Ares, (ii) Survey No. 143/1 to 10/1/3B admeasuring 15 Ares, Survey No. 143/1 to 10/1/3C admeasuring 15 Ares, (iv) Survey No. 143/1 to 10/1/5A admeasuring 9.5 Ares and Survey No. 143/1 to 10/1/5B admeasuring 10.5 Ares unto and in favour of Rucha Consultancy Services Pvt. Ltd. for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 14555.

(x) The name of Rucha Consultancy Services Pvt. Ltd. was changed to Rucha Promoters and Developers Pvt. Ltd. and pursuant to the application and Certificate of Incorporation issued by the Registrar of Companies, the name of Rucha Consultancy Services Pvt. Ltd. was changed to Rucha Promoters and Developers Pvt. Ltd. and was accordingly mutated in the revenue records vide mutation entry no. 15734.

(c) Survey No. 143 Hissa No. 1 to 10/2/1A/3 admeasuring 5 Ares assessed at Rs. 00=30paise and Survey No. 143 Hissa No. 1 to 10/2/1A/4 admeasuring 4.5 Ares assessed at Rs. 00=30paise of village Dhayari

(a) The Survey No. 143/1 to 10 was originally owned and possessed by one Mr. Vitthoba Piraji Bendkar (1/2th share) and Mr. Bayaji Hari Bendkar (1/2th share) prior to the year 1939.

(b) By a Mortgage Deed dated 14/4/1939 the said Mr. Vitthoba Piraji Bendkar and Mr. Sambu Piraji Bendkar have mortgaged ½ portion out of Survey No. 143/1 to 10 in favour of Mr. Kesu Jayram Marwadi and took loan to the tune of Rs. 700/-. Pursuant thereto the name of the said Mr. Kesu Jayram Marwadi was mutated in the other rights column in the revenue records. The same is reflected vide mutation entry no. 1894. It appears that the said Mr. Kesu Jayram Marwadi gave written statement that the said loan was repaid and that he does not have charge over the said Survey No. 143/1 to 10 and his name be deleted. Pursuant thereto the name of the said Mr. Kesu Jayram Marwadi was deleted from the revenue records vide mutation entry no. 2073.

(c) By a Mortgage Deed dated 16/4/1942 the said Mr. Vitthoba Piraji Bendkar and Mr. Bayaji Hari Bendkar have mortgaged Survey No. 143/1 to 10 in favour of Mr. Papabha Laxman Istore and took loan to the tune of Rs. 4000/-. Pursuant thereto the name of the said Mr. Papabha Laxman Istore was mutated in the revenue records vide mutation entry no. 2009. The said loan was duly repaid and pursuant thereto the charge of Mr. Papabha Laxman Istore was deleted from the revenue records vide mutation entry nos. 2159 and 2228.

(d) By a Sale Deed dated 7/3/1946 the said Smt. Savitrabai Bayaji Bendkar, Ms. Parvati Bayaji Bendkar and Mrs. Laxmibai Thaku Holekar (being legal heirs of Mr. Bayaji Hari Bendkar have sold their 1/2th share in Survey No. 143/1 to 10 unto and in favour of Mr. Sakharam Narayan Sanas for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 2160.

(e) By an unregistered Agreement for Easement Right dated 6/3/1946, the said Mr. Vitthoba Piraji Bendkar has given an easementary right for ingress and egress over a strip having width of 2 feet running south to north and leading to Survey Nos. 143/11, 12, 13 and 16 unto and in favour Mr. Yesu Gangaram Laygude. Pursuant thereto the effect of the said grant of easementary right was mutated in the revenue records vide mutation entry no. 2172.

(f) By a Sale Deed dated 5/3/1945 registered with the office of the Sub Registrar Haveli No. 1 at serial no. 477/1945, the said Mr. Vitthoba Piraji Bendkar has sold his 1/2th share in Survey No. 143/1 to 10 unto and in favour of Mr. Shankar Tukaram Chakankar for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 2229.

(g) As per the jungle vahiwat and possession held by Mr. Sakharam Narayan Sanas and Mr. Shankar Tukaram Chakankar, the said Survey No. 143/1 to 10 was subdivided and pursuant thereto the said Survey No. 143/1 to 10/1 admeasuring 5 Acres 15.615 Gunthas was allotted to Mr. Sakharam Narayan Sanas and Survey No. 143/1 to 10/2 admeasuring 5 Acres 14.474

Gunthas was allotted to Mr. Shankar Narayan Chakankar and their names were accordingly mutated in the revenue records vide mutation entry nos. 2456 and 2457.

(h) The said Mr. Shankar Narayan Chakankar has obtained loans from Dhayari Vivid Karyakari Seva Sahakari Society to the tune of Rs. 350/- and Rs. 1400/- respectively. Pursuant thereto the charge of the said society was mutated in the revenue records in respect of Survey No. 143/1 to 10/2 vide mutation entry nos. 2573 and 2831. The said Mr. Shankar Narayan Chankankar had repaid the said loans and pursuant to the Letter dated 7/11/1965 issued by the said society, the charge of the said society was deleted from the revenue records vide mutation entry no. 3097.

(i) The said Mr. Shankar Narayan Chakankar has obtained a loan from Dhayari Vivid Karyakari Seva Sahakari Society to the tune of Rs. 3900/-. Pursuant thereto the charge of the said society was mutated in the revenue records in respect of Survey No. 143/1 to 10/2 vide mutation entry no. 3132. The said Mr. Shankar Narayan Chankankar had repaid the said loan and pursuant to the Letter dated 20/6/1975 issued by the said society, the charge of the said society was deleted from the revenue records vide mutation entry no. 3864.

(j) The mutation entry No. 3345 pertains to the Indian Coinage Act, 1955 and the Maharashtra State Weights and Measures Enforcement Act, 1958 and is applicable to the entire village Dhayari.

(k) By various Sale Deed in favour of different persons, the said Mr. Shanker Tukaram Chakankar has sold portions out of Survey No. 143/1 to 10/2 and pursuant thereto Survey No. 143/1 to 10/2 was subdivided in various Sub Hissas and Survey No. 143/1 to 10/2/1 was retained by the said Mr. Shankar Tukaram Chakankar vide mutation entry nos. 4202 to 4210.

(l) The said Mr. Shankar Tukaram Chakankar and his family members had partitioned their lands and pursuant thereto the said Survey No. 143/1 to 10/2/1 was subdivided and was allotted as under (i) Survey No. 143/1 to 10/2/1A admeasuring 20 Ares allotted to Mr. Dnyanoba Shankar Chakankar, (ii) Survey No. 143/1 to 10/2/1B admeasuring 34 Ares allotted to Mr. Balasaheb Shankar Chakankar, (iii) Survey No. 143/1 to 10/2/1C admeasuring 18 Ares allotted to Mr. Balasaheb Shankar Chakankar, (iv) Survey No. 143/1 to 10/2/1E admeasuring 23 Ares allotted to Mr. Balasaheb Shankar Chakankar and their names were mutated vide mutation entry no. 4305.

(m) By a Sale Deed dated 21/8/1981 the said Mr. Shankar Tukaram Chakankar with the consent of Mr. Dnyanoba Shankar Chakankar and others sold a portion admeasuring 3.5 Ares out of Survey No 143/1 to 10/2/1A unto and in favour of Mr. Arvind Ganpatrao Surange for consideration and on certain terms and conditions. Pursuant thereto the said Survey No. 143/1 to 10/2/1A was subdivided and the said Survey No. 143/1 to 10/2/1A/1 was retained by the said original owners and Survey No. 143/1 to 10/2/1A/2 was allotted to Mr. Arvind Ganpatrao Surange and their names were accordingly mutated in the revenue records vide mutation entry no. 4433. It is clarified that the said portion admeasuring 3.5 Ares is not comprised in the said Land.

(n) One Mr. Ashok Chandulal Sanghavi and others had obtained necessary permission under section 63 of The Bombay Tenancy and Agricultural Lands Act, 1948 bearing No. SHJ/TNC/63/SR/6380, Pune 1 dated 24/12/1980 to purchase agricultural land out of Survey No. 143/1 to 10/2 and pursuant thereto by a Sale Deed dated 8/1/1981 registered with the office of the Sub Registrar Haveli No. 1 at serial no. 106/1981, the said Mr. Shankar Tukaram Chakankar with the consent of Mr. Dnyanoba Shankar Chakankar, Mr. Balasaheb Shankar Chankankar and Mr. Ramesh Shankar Chankankar sold a portion admeasuring 5 Ares out of Survey No 143/1 to 10/2/1A unto and in favour of Mr. Chandrakant Shivram Mehta, Mr. Suresh Ramchandra Shah, Mr. Rasiklal Rupchand Shah, Mr. Ashok Chandulal Sanghavi for consideration and on certain terms and conditions. Pursuant thereto the said Survey No. 143/1 to 10/2/1A was subdivided and the said Survey No. 143/1 to 10/2/1A/1 was retained by the said original owners and Survey No. 143/1 to 10/2/1A/3 was allotted to Mr. Ashok Chandulal Sanghavi and others and their names were accordingly mutated in the revenue records vide mutation entry no. 4621.

(o) By a Sale Deed dated 8/5/1980 registered with the office of the Sub Registrar Haveli No. 1 at serial no. 1803/1980, the said Mr. Shankar Tukaram Chakankar with the consent of Mr. Dnyanoba Shankar Chakankar, Mr. Balasaheb Shankar Chankankar and Mr. Rajendra Shankar Chankankar sold a portion admeasuring 4.5 Ares out of Survey No 143/1 to 10/2/1A unto and in favour of Mr. Ashok Chandulal Sanghavi for consideration and on certain terms and conditions. Pursuant thereto the said Survey No. 143/1 to 10/2/1A was subdivided and the said Survey No. 143/1 to 10/2/1A/1 was retained by the said original owners and Survey No. 143/1 to 10/2/1A/4 was allotted to Mr. Ashok Chandulal Sanghavi and their names were accordingly mutated in the revenue records vide mutation entry no. 4622.

(p) By a Sale Deed dated 24/5/1989 registered with the office of the Sub Registrar Haveli No. 1 at serial no. 8722/1989, the said Mr. Chandrakant Shivram Mehta, Mr. Suresh Ramchandra Shah, Mr. Rasiklal Rupchand Shah sold their $\frac{3}{4}$ share in Survey No 143/1 to 10/2/1A/3 unto and in favour of Mr. Ashok Chandulal Sanghavi for consideration and on certain terms and conditions. Pursuant thereto the names of the said Mr. Chandrakant Shivram Mehta, Mr. Suresh Ramchandra Shah, Mr. Rasiklal Rupchand Shah were deleted from the revenue records vide mutation entry no. 5860.

(q) By a Sale Deed dated 10/8/2015 registered with the office of the Sub Registrar Haveli No. 16 at serial no. 6773/2015, the said Mr. Ashok Chandulal Sanghavi has sold Survey No 143/1 to 10/2/1A/3 admeasuring 5 Ares and Survey No 143/1 to 10/2/1A/4 admeasuring 4.5 Ares unto and in favour of M/s. Ganesh Bhintade Corporation a partnership firm for consideration and on certain terms and conditions. Pursuant thereto the names of the said M/s. Ganesh Bhintade Corporation was mutated in the revenue records vide mutation entry no. 15744.

(r) By a Development Agreement dated 24/10/2019 registered with the office of the Sub Registrar Haveli No. 23 at serial no. 21818/2019, the said M/s. Ganesh Bhintade Corporation have granted the exclusive development rights and authority to develop the said Survey No 143/1 to 10/2/1A/3 unto and in favour of Rucha Promoters and Developers Pvt. Ltd. for consideration and on other terms and conditions. In pursuance to the said Development Agreement, the said M/s. Ganesh Bhintade Corporation have executed a Power of Attorney dated 24/10/2019 registered with the office of the Sub Registrar Haveli No. 23 at serial no. 21819/2019 in favour of the nominees of Rucha Promoters and Developers Pvt. Ltd. interalia vesting in them with several powers and authorities to develop the said Survey No 143/1 to 10/2/1A/3.

(s) By a Development Agreement dated 24/10/2019 registered with the office of the Sub Registrar Haveli No. 23 at serial no. 21820/2019, the said M/s. Ganesh Bhintade Corporation have granted the exclusive development rights and authority to develop the said Survey No 143/1 to 10/2/1A/3 unto and in favour of Rucha Promoters and Developers Pvt. Ltd. for consideration and on other terms and conditions. In pursuance to the said Development Agreement, the said M/s. Ganesh Bhintade Corporation have executed a Power of Attorney dated 24/10/2019 registered with the office of the Sub Registrar Haveli No. 23 at serial no. 21821/2019 in favour of the nominees of Rucha Promoters and Developers Pvt. Ltd. interalia vesting in them with several powers and authorities to develop the said Survey No 143/1 to 10/2/1A/4.

(D) Portion admeasuring 2 Ares carved out of Survey No. 11 Hissa No. 1 total admeasuring 4 Ares assessed at Rs.00=04paise of village Wadgaon Khurd

(a) The said Survey No. 11 Hissa No. 1 was originally owned and possessed by one Mr. Nathu Tukaram Kumbharkar prior to the year 1930.

(b) The said Mr. Nathu Tukaram Kumbharkar had taken a loan from Vivid Karyakari Seva Society and thereafter had repaid the same to the said society and pursuant thereto the charge of the said society was deleted from the revenue records vide mutation entry no. 134.

(c) The said Mr. Nathu Tukaram Kumbharkar had obtained further loan from Wadgaon Khurd Society and on default of payment of the said loan, the said Survey No. 11/1 was taken in possession by the said society as owner thereof in the year 1934 and pursuant thereto the name of the said society was mutated in the revenue records vide mutation entry no. 181.

(d) By a Sale Deed dated 30/10/1946, the said Wadgaon Khurd Society has sold and conveyed the said Survey No. 11/1 unto and in favour of Smt. Narmada Nathu Kumbharkar for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 312.

(e) The said Survey No. 11/1 was declared as a "fragment" under the provisions of The Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947 and the effect thereto was mutated in the revenue records vide mutation entry no. 369.

(f) By a Sale Deed dated 19/6/1965 the said Smt. Narmadabai Nathu Kumbharkar has sold and conveyed Survey No. 11/1 unto and in favour of Mr. Sadashiv Abbasaheb Hande for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 557.

(g) Mutation entry No. 576 of village Wadgaon Khurd pertains to the Indian Coinage Act, 1955 and the Maharashtra State Weights and Measures Enforcement Act, 1958 and is applicable to the entire village.

(h) The said Mr. Sadashiv Abbasaheb Hande expired intestate on 1/10/2008 leaving behind his legal heirs namely (i) Mr. Sunil Sadashiv Hande – son, (ii) Mr. Nitin Sadashiv Hande – son, (iii) Smt. Dwarka Anil Hande – daughter in law, (iv) Master Sachin Anil Hande – grandson, (v) Ms. Sheetal Anil Hande – granddaughter and (vi) Mrs. Rachana Ramdas Deshmukh – daughter. Pursuant thereto the names of the said legal heirs were mutated in the revenue records vide mutation entry no. 1603.

(i) By a Sale Deed dated 31/5/2017 registered with the office of the Sub Registrar Haveli No. 16 at serial no. 5885/2017 read with the Deed of Confirmation dated 1/6/2017 registered with the office of the Sub Registrar Haveli No. 16 at serial no. 5964/2017, the said Mr. Sunil Sadashiv Hande and Mrs. Rachana Ramdas Deshmukh with consent of Mr. Pravin Sunil Hande and Mrs. Charusheela Pratik Nivangune have absolutely sold and conveyed a portion admeasuring 2 Ares unto and in favour of Mr. Divakar Shivaji Mate for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 1887.

(j) By a Development Agreement dated 24/10/2019 registered with the office of the Sub Registrar Haveli No. 23 at serial no. 21822/2019, the said Mr. Divakar Shivaji Mate has granted the exclusive development rights and authority to develop a portion admeasuring 2 Ares out of Survey No 11/1 unto and in favour of Rucha Promoters and Developers Pvt. Ltd. for consideration and on other terms and conditions. In pursuance to the said Development Agreement, the said Mr. Divakar Shivaji Mate have executed a Power of Attorney dated 24/10/2019 registered with the office of the Sub Registrar Haveli No. 23 at serial no. 21823/2019 in favour of the nominees of Rucha Promoters and Developers Pvt. Ltd. interalia vesting in them with several powers and authorities to develop a portion admeasuring 2 Ares out of Survey No 11/1.

(2) Handing over of the Amenity Space and area under Road Reservation.

By a Transfer Deed dated 2/6/2020 registered with the office of the Sub Registrar Haveli No. 10 at serial no. 6964/2020, the said Rucha Promoters and Developers Pvt. Ltd. and others have conveyed and transferred unto and in favour of Pune Municipal Corporation an area admeasuring 2023.63 square metres (comprising of 1118.98 square metres under Road Reservation and 904.65 square metres being Amenity Space and as detailed below for clarity) out of the Entire Land in lieu of FSI (floor space index) to be loaded on the building to be constructed on the said Land. Pursuant thereto the name of Pune Municipal Corporation has been mutated in the revenue records vide mutation entry nos. 1990 (Vadgaon Kd) and 17584 (Dhayari).

Details of area affected and transferred to Pune Municipal Corporation

Survey No.	Reservation	Area in square metres	Area as per 7/12 extract
------------	-------------	-----------------------	--------------------------

Survey No. 11/1 of village Vadgaon Bd.	Road	200.00	200.00
Survey No. 143/1to10/1/5A of village Dhayari	Road	757.47	757.00
Survey No. 143/1to10/2/1A/3 of village Dhayari	Road	161.51	162.00
Survey No. 143/1to10/1/3C of village Dhayari	Amenity Space	690.60	691.00
Survey No. 143/1to10/2/1A/4 of village Dhayari	Amenity Space	214.05	214.00
	TOTAL	2023.63	2024

(3) Name of the Owners and Developers

(A) Name of the Owners:

(a) Rucha Promoters and Developers Private Limited : (i) Survey No. 143 Hissa No. 1 to 10/1/3A admeasuring 10 Ares assessed at Rs. 00=50paise, (ii) Survey No. 143 Hissa No. 1 to 10/1/3B admeasuring 15 Ares assessed at Rs. 00=75paise, (iii) Survey No. 143 Hissa No. 1 to 10/1/3C admeasuring 15 Ares assessed at Rs. 00=75paise, (iv) Survey No. 143 Hissa No. 1 to 10/1/5A admeasuring 9.5 Ares assessed at Rs. 00=48paise, (v) Survey No. 143 Hissa No. 1 to 10/1/5B admeasuring 10.5 Ares assessed at Rs. 00=52paise of village Dhayari, Taluka Haveli, District Pune and within the limits of the Pune Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli Nos. 1 to 27, Pune

(b) M/s. Ganesh Bhintade Corporation : (i) Survey No. 143 Hissa No. 1 to 10/2/1A/3 admeasuring 5 Ares assessed at Rs. 00=30paise, (ii) Survey No. 143 Hissa No. 1 to 10/2/1A/4 admeasuring 4.5 Ares assessed at Rs. 00=30paise of village Dhayari, Taluka Haveli, District Pune and within the limits of the Pune Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli Nos. 1 to 27, Pune

(c) Mr. Divakar Shivaji Mate : Portion admeasuring 2 Ares carved out of Survey No. 11 Hissa No. 1 total admeasuring 4 Ares assessed at Rs.00=04paise of village Wadgaon Khurd, Taluka Haveli, District Pune and within the limits of the Pune Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli Nos. 1 to 27, Pune.

(B) Name of the Developers: Rucha Promoters and Developers Private Limited (formerly known as Rucha Consultancy Services Private Limited), a company duly registered under the provisions of the Companies Act, 1956 having its registered office at: 103/104, Ramsukh House, Beside Sancheti Hospital, Shivajinagar, Pune 411005, through the hands of its Director Mr. Prashant Prakash Nilawar.

Annexure “3”
Copy of the Certificate of the Title

Annexure “4”

Copy of the 7/12 extract /Property Extract Card of the said Land

Annexure “5A” and “5B”
Copy of the parking floor plan and floor plan

Annexure “6A”
Copy of the Commencement Certificate

Annexure “6B”
Copy of the NA Order

Annexure “6C”
Copy of the Environmental Clearance

Annexure “7”
Details of the said Premises

(A)	Shop/Showroom/Office/Flat No.	_____
(B)	Usage	Commercial/Residential
(C)	Carpet area of the said Premises	_____ square meters
(D)	Floor No.	_____
(E)	Building /Project Name	Stature
(F)	Exclusive rights to use :	
	(i)	Adjacent Open Terrace (collective) _____ square meters
	(ii)	Adjacent Balcony /Dry Balcony (collective) _____ square meters
	(iii)	Parking Spaces (Covered/Open/Mechanical) _____ square meters bearing No/s. _____ in _____ floor

And the said Premises is bounded as follows:-

On or towards the East	:	By
On or towards the West	:	By
On or towards the North	:	By
On or towards the South	:	By

In the project known as “**Stature**” being developed or developed on the said land described in the First Schedule herein above written.

DECLARATION

The Purchaser/s declare/s that he/she/they has/have read the agreement/got translated the same and fully understood the contents of the Agreement and there after same have been executed by all the parties and Purchaser/s has/have received the stamped copy of this Agreement.

(PROMOTERS)

PURCHASER(S)

1. _____

2. _____

Annexure “8”

**Details of the installment of the payment of the consideration
by the Purchaser/s to the Promoters**

		Amount	Particulars
a)	10%	Rs. _____/-	Paid by the Purchaser/s to the Promoters prior to the execution of this Agreement.
b)	19%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters within 2 (two) days from the date of execution of this Agreement.
c)	01%	Rs. _____/-	Deducted as TDS by the Purchaser/s under the Income Tax Act and agreed to be deposited by the Purchaser/s with the concerned authority.
d)	15%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of plinth of the said building in which the said Premises is situated.
e)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 1 st slab above the plinth of the said building in which the said Premises is situated.
f)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 3 rd slab above the plinth of the said building in which the said Premises is situated.
g)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 5 th slab above the plinth of the said building in which the said Premises is situated.
h)	2.5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 7 th slab above the plinth of the said building in which the said Premises is situated.
i)	2.5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 9 th slab above the plinth of the said building in which the said Premises is situated.
j)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of all slabs including podium (if any) and stilts of the building in which the said Premises is

			situated.
k)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of walls, internal plaster, floorings of the said Premises.
l)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.
m)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of external plumbing and external plaster, elevation, terraces with water proofing of the building in which the said Premises is situated.
n)	10%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby, plinth protection, paving of areas if specified and all other requirements as may be prescribed in this Agreement of the building in which the said Premises is situated.
o)	05%	Rs. _____/-	And other balances/dues against and at the time of handing over of possession of the said Premises to the Purchaser/s on or after receipt of Completion Certificate, whichever is earlier.
		Rs. _____ /-	TOTAL

Annexure “9”
Amenities and Specifications

Specifications shown below are for preliminary information only. Exact details of brands and price range for various items, fixtures, fittings with regards to the flooring and sanitary fittings and details of various amenities have been seen by the Purchaser/s in the Promoters sales office prior to the execution of this agreement.

AMENITIES

External

- Elegantly Designed Iconic Entrance Gate with Automated Boom Barrier and Security Cabin.
- Sensitively designed landscaping with native species.
- Open Spaces and Landscaped Garden with Sitting Areas.
- Kids Play Area.
- Club/Party/Multipurpose/Community Hall/Indoor Games.
- Gymnasium.
- Amenity of Shopping Space at Lower Levels.

Internal

- Aesthetically designed Entrance Lobbies for Residential and Commercial areas.
- Separate Residential and Commercial Lift Lobby.
- High Speed Branded Elevators.
- 3 (three) separate Elevators in Residential lobby for residents.
- 2 (two) separate Atrium Elevators in Commercial Lobby for Commercial Space users.
- 2 level basement parking plus separate parking (directly connected to Residential core)
- Society Office.
- Terrace
 - Party Space (Preparation and Functional Area).
 - Yoga Space.
 - Senior Citizen Sitout.
 - Kids Area
- Earthquake Resistant RCC Structure.
- External Walls plastered with paint.
- SS Railings with Glass for all Commercial Areas/Passages.
- Aluminium louvers for main Commercial Facade (office floors).
- Power Backup for Common Areas.
- Fire Fighting System as per norms with Refuge Area.
- 24 X 7 Security with CCTV (common area).
- Rain Water Harvesting.
- Solar Water Heaters for limited spaces.
- Energy Efficient Lighting.
- DG Back up for all common areas.

Commercial /Retail

- Ample Parking Space - Quick Park and Shop.
- Building having shops on three sides situate on a wide main road.
- Good floor to ceiling heights for all 4 (four) commercial floors.
- Wide Corridors for comfortable movement.
- 100% Power Back Up for commercial area.
- Common Toilet Facility for Commercial Area (Common Ladies and gents Toilets).
- Dedicated Signage Spaces.
- 2 (two) dedicated Atrium Lifts.

Interior - Apartments/Flats (Residential)

- Good Quality Vitrified Tiles.
- Anti Skid flooring in terrace and Toilets.

- Granite Kitchen Platform.
- Granite Sill for Windows.
- Aluminium/SS Railing with Glass for residential area as per design.
- Aluminium Powder Coated Sliding Windows with mosquito mesh.
- Provision for Air Conditioner in all rooms.
- Provision for Exhaust Fans in all toilets.
- Jaguar or equivalent range Sanitary Fittings.
- Jaguar or equivalent range CP fittings.
- Concealed Plumbing System.
- Concealed Electrification.
- Fire Retardant wiring with Circuit Breakers of Branded make.
- Premium Range Modular Switches and Sockets.
- Provision for Cable TV and Wifi.
- Providing Lights and Fans in Apartment/Flat.
- Water Supply Connection in Utility Balcony, if any.
- Providing adequate Switches and Sockets in Apartment/Flat.
- Telephone Points in Living and Master Bedroom.
- Video Door Phone for each Apartment/Flat.

SPECIFICATIONS

- **Kitchen**
 - Granite kitchen platform with stainless steel sink.
 - Kitchen dado ceramic tiles above kitchen platform upto lintel level.
 - Power, plumbing and drainage provision for washing machine.
 - Provision for water purifier.
- **Bathrooms/Toilets**
 - Antiskid tiles flooring.
 - Ceramic floor tiles in bathrooms upto lintel level.
 - Hot-cold mixer for shower area
 - Exhaust fan provision in bathroom.
 - Geyser provision in bathroom.
 - Solar Water connection in master bedroom bathroom/toilet
- **Flooring and wall finish**
 - Vitrified flooring for entire flat (excluding bathrooms/toilets & terrace/s).
 - Antiskid floor tiles in Bathrooms/toilets, Terraces and Balconies.
 - Good quality paint.
 - Gypsum finish for internal walls
- **Doors**
 - 35 mm factory made door with 150mm door frame or as per site condition for Living Room.
 - 30 mm factory made door with 150mm door frame or as per site condition for other rooms.
 - Powder Coated Aluminium Sliding Door for Balconies and Terraces.
- **Windows**
 - Aluminium windows with mosquito net except for toilets.

Note: -

1. Certain amenities and features are to be jointly used by the tenement holders.
2. All the fittings, fixtures, appliances shall be of reputed standard brands.
3. The Promoters reserve the right to refuse any additional work, extra work or modification/s.
4. Any additional specification or work, if agreed to be executed by Promoter/s, will be charged extra. No rebate will be given for cancellation or omission of any item.

Annexure “10”

Details of the services and expenses to be provided out of the Maintenance Charges

A. Routine Activity:

This includes cost of personnel for following activities and cover following activities only.

1. House Keeping :

This shall cover dusting, sweeping, mopping of club house/community hall, gym, common lobbies, staircase, elevators once a day. It includes cost of require equipments and chemicals.

2. Waste Management

This shall cover collection of segregated household garbage from designated areas once a day at scheduled time only and giving it to Municipal Authority best pickup vehicles or approved waste management company. It will be the responsibility of the flat owner or resident or occupant(s) of the tenement to segregate garbage into wet and dry bag or as required by law. If garbage not segregated it will not be collected by housekeeping agency for disposal.

3. Gardening and Landscaping

This shall cover routine garden work like watering the plants and trimming the plants. It also included replacement of dead plants or periodic replacement of shrubs at the discretion of promoter or its maintenance agency. This activity also includes cost for chemicals like fertilizers and pesticides required for garden.

4. Water treatment plant and equipments

This shall cover operating the sewage treatment plant (STP) and that of water treatment plant (WTP). This includes cost of required chemicals.

B. Manager, Supervisor and Security:

1. This shall cover providing security agency and unarmed security personnel. This includes following personnel on 24 x 7 basis.
 - a. Two security persons at the entrance gate.
 - b. One security person in the lobby of the building.
 - c. One security persons on the external ground level premises of the building.
2. Providing one manager for the society's office activities and one supervisor for supervising the work of various agencies. The manager and supervisor shall work during the office hour from 9.00 a.m. to 6.00 p.m.
3. Once a month cleaning of solar water heater panels.
4. Twice a year cleaning and disinfection of all overhead and underground water tanks.

C. Maintenance Activity

This will specifically cover the following item only.

1. Annual Maintenance Contract (AMC) for all elevators.
2. Annual Maintenance Contract (AMC) for STP and OWC.
3. Annual Maintenance Contract (AMC) for all Diesel, Genset.
4. Maintenance of a common plumbing and common drainage line as and when required.
5. Maintenance of electrical light fixtures as and when required. This shall be limited to replacement of faulty electrical light fixtures and replacement of light bulbs.
6. Maintenance of Fire fighting pumps.
7. Maintenance of water pumps.
8. Maintenance of automated/manual entry and/or exit barriers and security surveillance equipments for common areas.
9. Maintenance of common intercom devise.

D. Energy cost and water cost.

The maintenance cost shall include energy and water bill cost of following items only.

1. Cost of electricity consumption of all common lights, STP, WTP, elevators and water pumps each included.
2. Diesel consumption for diesel generator is included provided the use of DG set does not exceed 75 hours / month. Beyond 75 hours / month the society shall bear the cost on pro rata basis for additional operation hours based on listed efficiency of DG set. If the diesel cost goes above Rs. 75/- per litter the incremental difference will be borne by the society.
3. Cost of water bill for water provided through Municipal Corporation water lines for common water bills separately generated by Municipal Corporation/Competent Authorities. Individual water bills if becomes applicable in future will not be covered.

E. Exclusions

Following are some of the specific exclusions from the cost of maintenance.

1. Maintenance does not include internal maintenance of any flat or its attached terrace(s).
2. Maintenance does not include replacement or replacement cost of society's common item/property or individual's common items/property lost or damage as a result of theft, vandalism, accident, fire, flood, any natural disaster.
3. Maintenance does not include the cost of water provided by water tankers or private water lines.
4. Maintenance does not include painting work.
5. Maintenance of mechanical parking does include cost of electricity required for operating the mechanical parking.

Annexure “11”
General Rules of Conduct in the Project "Stature"

Vehicle and Servant Access

- No taxis, rickshaws or similar vehicles will be allowed in the premises. School bus and similar vehicles not allowed inside the project exception to this is medical and fire emergency vehicles which must be allowed without delays.
- No pick up and drop off vehicles like call center vehicles allowed in project.
- ID tags for maids, vendors and regular staff are compulsory which they must wear while on project. They must make an entry and exit at security desk.
- Residents must cooperate with security agency's requests for identifying themselves.
- All cars and two wheeler should display the project stickers.

External walls, attached terraces/balconies etc:

- No pots on the terrace/balcony/window walls for safety and aesthetic reasons.
- No pots, shoe-racks, decorative articles etc. in the common lobbies and common walls. All common areas must be kept free of personal belongings.
- No hanging of clothes on terrace/balcony/window railings and walls.
- Windows or wall mounted air condition units will not be allowed. Provisions for split A/C units are provided and such units must be mounted on designated spaces only after approval in writing.
- Modification of exterior including terraces, balconies, walls and windows in any form is not allowed.
- Colour Scheme of any walls outside the said accommodation shall not be changed including for grills on windows, ventilators or external terraces/ducts and facades. No change or modification of any grills on windows or main door.
- Major electrical modifications like installing inverter for power backup will be allowed only after consultation and approval from the electrical consultant of the Promoters.
- Water heaters using gas will not be permitted due to safety reasons.
- No fixtures on external walls like wall hung pots, ceiling hung swings/pots etc
- Staircase, lobbies etc are common property. Hence fixtures, shoe-racks, pots etc will not be allowed in these areas. The lobbies cannot be used as storage space for any articles including bicycles and sporting goods.
- Satellite dish must be mounted on designated areas on top terrace.
- Awnings and shades on the terraces and balconies are not allowed.

Clubhouse, etc:

- Guest charges for using clubhouse facilities may be applicable.
- Nominal charges for using clubhouse for personal parties and events will be applicable.
- No late night parties (up to 11:00 pm max). No loud music.

Renting / leasing / subletting

- Renting or subletting will require prior screening & approval from the committee of the ultimate organization of tenement purchasers.

General Hygiene and Safety

- Attached terraces and balconies are designed with specific load calculations. Do not use them for storage purpose.
- No dirt, dust, mud or any contamination at the time of washing of terraces and balconies as the drain thereof is connected to rain water recharge pits.

- Pets cannot be taken out into project for defecation/urination purpose.
- No smoking in common areas like clubhouse, staircase lobbies, foyer etc.
- Driving speed on internal roads not to exceed 20 km/hr.
- Follow all the driving signs in the project.

Waste Management

- All garbage must be put into plastic bag before throwing or disposal.
- Segregate Wet and Dry garbage as the same is mandatory by PMC rules.

Annexure “12”
Copy of the Maha RERA Registration Certificate

Annexure “13”

Copy of the Power of Attorney of the person/s admitting the registration
on behalf of the Promoters

Annexure “14”

Copy of the Photo Identity of the Promoters and the Purchaser/s