

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made and executed at Pune this ____ day of _____ 2022.

BETWEEN

M/S V. R. BUILDCON , A registered Partnership firm registered under the provisions of Indian Partnership Act. (PAN: AAVFV0145N) having its office at S. No. 15/3, Sai Chowk, Mamurdi, Pimpri-Chinchwad, Pune -412101,

Through its partners

1. MR. VIKRANT VIJAY SAINDANE

Age: 33 Years, Occupation: Business,

Residing At: 51, Dnyanyash Apartment, Talegaon Station, Near Ashirwad Nursing Home, Nana Bhalerao Colony, Talegaon Dabhade (R), Pune - 410507

PAN: DEUPS7379K,

AADHAR NO: 3859-7447-3655.

2. MR. RAHUL GOPINATH BODKE,

Age: 36 Years, Occupation: Business,

Residing At: Gahunje, Post, Salumbre, Tal. Maval, Gahunje, Pune - 412101

PAN: CEAPB7193H,

AADHAR NO: 7878-6324-2500.

3. MRS. SONIYA VISHAL KHALADE

Age: 36 years, Occupation: Business,

Residing at: 1021, Budhwar Peth, Talegaon Dabhade, Maval, Pune - 410506

PAN: BIGPS8148N

AADHAR NO: 9527-2269-7893

AND

1. Mr./Mrs./M/s. _____,

Age ____ years, Occ:

PAN : _____,

2. Mr./Mrs. M/s. _____,

Age ____ years, Occ:

PAN : _____,

residing at _____ Indian National & Inhabitant and herein after referred to as the "**ALLOTTEE/S**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators)

..... OF THE OTHER PART

AND

1. MISS. NORJAHAN MAHAMAD SHAIKH

Age: 40 Adult, Occ: Business.

Residing at- Tukaram Nagar, Talegaon Dabhade, Tal. Haveli, Dist Pune-410506

2. MRS.AARTI DATTATRAY BANSUDE

Age: 43 Adult, Occ: Business.

Residing at – Tukaram Nagar, Talegaon Dabhade, Tal. Haveli, Dist Pune-410506

Both through their power of attorney holder

M/S V. R BUILDCON a registered Partnership firm Through its partner,

1. VIKRANT VIJAY SAINDANE

Age 33 years, Occupation - Business,

2. MR. RAHUL GOPINATH BODKE,

Age: 36 Years, Occupation: Business

HEREINAFTER referred to as the **“CONSENTING PARTY/OWNERS”** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her/their heirs, successor in title, executors, administrators, assigns etc.)

.... PARTY OF THE THIRD PART

DISCRIPTION OF THE LAND AND TITLE OF THE LAND: -

WHEREAS the Promoters/ Owner/ Owners are seized of and well and sufficiently entitled to and in possession of all that piece and parcels of contiguous land bearing **Survey No.15/3A/8 (P)**, admeasuring **400 Sq. Mtrs.** out of total area admeasuring **7,900 Sq. Mtrs.** situated at Village Mamurdi, Taluka Haveli, Dist. Pune 412101 situated within the limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar, Haveli hereinafter collectively referred to as the “said Entire Project Land” and is more particularly described in the Schedule-I written hereunder.

AND WHEREAS the Promoters/ Owner have acquired the respective portions of the said Entire Project Land as under:

AND WHEREAS the said land was originally owned by Mr. Hari Krushna Chatre. The name of Mr. Hari Krushna Chatre has been entered in the 7/12 extract vide mutation entry no. 340.

AND WHEREAS Mr. Hari Krushna Chatre sold the piece and parcel of land S. No. 15/3, totally area admeasuring 01 H. 15 Aar, to Mrs. Bhanumati Kashinath Nagarkar & 3 others by a Registered Sale Deed dated 26/06/1979 duly registered in the office of Sub Registrar Haveli on Dt. 26/06/1979 vide serial No. 1637/1979. The name of Mrs. Bhanumati Kashinath Nagarkar & 3 others has been recorded on the 7/12 extract vide mutation entry no. 678.

AND WHEREAS Mrs. Bhanumati Kashinath Nagarkar sold her 1/4th share from the S. No. 15/3, to Captain Ninan Thomas by a Registered Sale Deed dated 07/06/1984. The name of Captain Ninan Thomas has been entered in the 7/12 extract vide mutation entry no. 782. And also, entry

in other side column under the Act of Kul Kayda Kalam 84K choukashi Patra recorded in the 7/12 extract.

AND WHEREAS as per the order of Appar Tahsildar, Haveli, Kul Kayda, vide application No. 84K/37/86 on dated, 30/11/1986 the remark of Ku. Ka kalam 84 Chaokashi patrs has been cancelled which was recorded in the 7/12 extract on other side column. The said entry has been recorded in the 7/12 extract vide mutation entry No. 1013.

AND WHEREAS as per the Partition order of Tahsildar Haveli, Pune, the said property i.e., S. No. 15 of Village Mamurdi, Tal Haveli, Dist. Pune was divided between Captain Ninan Thomas and 3 others. As per the said partition the share of areas admeasuring 00 H. 84 Aar of S. No. 15/3+4+5+6/5 was came in the name of Captain Ninan Thomas the said entry was recorded in the 7/12 extract vide mutation entry no. 1138

AND WHEREAS Captain Ninan Thomas sold land area admeasuring 00 H. 02 Aar out of the land totally area admeasuring 00 H. 84 Aar, to Mr. Prakash Devba Kambale by a Registered Sale Deed dated 28/11/1988 duly registered in the office of Sub Registrar Haveli no. 2 on Dt. 28/11/1988 vide document serial No. 18140/1988. The name of Mr. Prakash Devba Kambale has been recorded on the 7/12 extract vide mutation entry no. 1217.

AND WHEREAS Captain Ninan Thomas sold land area admeasuring 00 H. 02 Aar out of the land totally area admeasuring 00 H. 84 Aar, to Mr. Laxman Mahadu Kattimani by a Registered Sale Deed dated 28/11/1988 duly registered in the office of Sub Registrar Haveli no. 2 on Dt. 28/11/1988 vide document serial No. 18140/1988. The name of Mr. Laxman Mahadu Kattimani has been recorded on the 7/12 extract vide mutation entry no. 1217.

AND WHEREAS as per the Tahasildar Order No. HANO/KAVI/668/2005 on dated 24/01/2005 and Mahasul and Vanvibhag Mantralay, Mumbai through KRA/CLR/P.K.-4/ Part -1/L.1/C on dated 13/11/2002 the said Survey No. S.No.15/3+4+5+6/5 has been wrongly mentioned which was

Corrected by new Survey Number i.e., 15/3A/8 and the said entry was recorded on 7/12 extract vide Mutation entry no. 3313

[A] AND WHEREAS as mention above Mr. Prakash Devba Kambale sold the land area admeasuring 00 H. 02 Aar to Mr. Madhukar Dharmaji Shewale by a Registered Sale Deed dated 18/12/1991 duly registered in the office of Sub Registrar Haveli no.5 on Dt. 18/12/1991 vide document serial No. 10874/1993. The name of Mr. Madhukar Dharmaji Shewale has been recorded on the 7/12 extract vide mutation entry no. 1408.

AND WHEREAS Mr. Madhukar Dharmaji Shewale sold the land area admeasuring 00 H. 02 Aar to Norjahan Mahamad Shaikh by a Registered Sale Deed on dated 05/07/2021 duly registered in the office of Sub Registrar Haveli no. 24 on Dt. 05/07/2021 vide document serial No. 10318/2021. The name of Norjahan Mahamad Shaikh has been recorded on the 7/12 extract vide mutation entry no. 6857.

B] AND WHEREAS Mr. Laxman Mahadu Kattimani sole his land area admeasuring 00 H. 02 Aar to Fatima Mahamad Shaikh by a Registered Sale Deed dated 03/01/1991 duly registered in the office of Sub Registrar Haveli no.2 on Dt. 03/01/1991 vide document serial No. 105/1991. The name of Fatima Mahamad Shaikh has been recorded on the 7/12 extract vide mutation entry no.1257.

AND WHEREAS Fatima Mahammad Shaikh sold the piece and parcel of land area admeasuring 00 H. 01 Aar out of 00 H. 02 Aar to Mr. Vitthal Siddhappa Pujari by a Registered Sale Deed dated 30/03/2010 duly registered in the office of Sub Registrar Haveli no. 14 on 30/03/2010 vide document serial No. 2865/2010. The name of Mr. Vitthal Siddhappa Pujari has been recorded on the 7/12 extract vide mutation entry no.4198

AND WHEREAS Mr. Vitthal Siddhappa Pujari Mortgage the said property and raised Loan from The Seva Vikas Co. Op. Bank Ltd. vide registered mortgaged deed and repaid the said Loan and got NOC from The Seva Vikas Co. Op. Bank Ltd. Dehu Road Branch, Pune. The said entry was recorded on 7/12 extract vide Mutation entry no. 5149.

AND WHEREAS Mr. Vitthal Siddhappa Pujari sold his land area admeasuring 00 H. 01 Aar to Norjahan Mahamad Shaikh by a Registered Sale Deed on dated 13/07/2011 duly registered in the office of Sub Registrar Haveli no. 14 on Dt. 13/07/2011 vide document serial No. 7074/2011. The name of Norjahan Makamad Shaikh has been recorded on the 7/12 extract vide mutation entry no.4772.

AND WHEREAS Norjahan Mahamad Shaikh assigned her development rights in respect of land area totally admeasuring 00 H. 03 Aar in favour of V.R. BUILDCON through its partners (1) Mr. Vikrant Vijay Saidane, (2) Mr. Rahul Gopinath Bodake and (3) Mrs. Sonia Vishal Khalade by way of Development Agreement and power of Attorney. The said Development Agreement & Power of Attorney has been registered in the office of sub-Registrar Haveli No. 5, on Dt. 31/01/2022 vide document serial No. 1847/2022 & 1848/2022 respectively.

C] AND WHEREAS Fatima Mahamad Shaikh sold her remaning land area admeasuring 00 H. 01 Aar to Mr. Aappasaheb Shankar Gadade, Mr. Avdhut Shankar Gadade and Mr. Digambar Shankar Gadade by a Registered Sale Deed on dated 30/03/2010 duly registered in the office of Sub Registrar Haveli no.14 on Dt. 30/03/2010 vide document serial No. 2866/2010. The name of Mr. Aappasaheb Shankar Gadade, Mr. Avdhut Shankar Gadade and Mr. Digambar Shankar Gadade has been recorded on the 7/12 extract vide mutation entry no.4202.

AND WHEREAS Mr. Aappasahsb Shankar Gadade, Mr. Asdhat Shankar Gadade and Mr. Digambar Shankar Gadade sole the said land area admeasuring 00 H. 01 Aar to Mrs. Aarti Dattatray Bansude by a Registered Sale Deed on dated 13/07/2011 duly registered in the office of Sub Registrar Haveli no.14 on Dt. 13/07/2011 vide document serial No. 7073/2011. The name of Mrs. Aarti Dattatray Bansude has been recorded on the 7/12 extract vide mutation entry no. 4771.

AND WHEREAS Mrs. Aarti Dattatray Bansude assigned her development rights in respect of land bearing 00 H. 01 Aar in favour of V.R. BUILDCON through its partner (1) Mr. Vikrant Vijay Saidane, (2) Mr. Rahul Gopinath Bodake and (3) Mrs. Sonia Vishal Khalade by way of Development

Agreement and power of Attorney. The said Development Agreement & Power of Attorney has been registered in the office of sub-Registrar Haveli No. 5, on Dt. 31/01/2022 vide document serial No. 1847/2022 & 1848/2022 respectively.

AND WHEREAS in the aforesaid manner M/S V. R. BUILDCON through its partners (1) Mr. Vikrant Vijay Saidane, (2) Mr. Rahul Gopinath Bodake and (3) Mrs. Sonia Vishal Khalade acquired development rights of the said land described in point no A, B & C.

A. EXCLUSIVE RIGHT TO SELL AND DEVELOP: -

AND WHEREAS in circumstances, the Promoters/ Owner have the exclusive right of construction and development of the said land and other permitted structures thereon, as per the approved layout and sanction plan and to enter into Agreements of such construction with prospective allottees of the Apartments to receive the sale consideration in respect thereof.

AND WHEREAS the Pune Municipal Corporation, Pune has sanctioned the building layout, Plans and specifications vide Commencement Certificate **No. B.P./Mamurdi/36/2022 dated 14/10/2022.**

AND WHEREAS _____, vide order dated _____ bearing No. - _____, permitted non-agricultural use of the said Entire Project Land for residential/commercial purposes under section 44 of the Maharashtra Lands Revenue Code, 1966.

AND WHEREAS the Promoters/ Owner are entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoters/ Owner have in terms of the aforesaid commencement and sanction proposed to develop upon the said Project Land a commercial building project under the name **“SHREE HEIGHTS”** comprising of one Building having sanctioned 4 Floors.

B. PURCHASER AGREES TO ACQUIRE:

AND WHEREAS the purchaser, after satisfying their selves as regards the title of the Promoters/ Owner to the said project, and after inspection of the entire documents of title as specifies in the above referred Title opinion and the approved plan/ layout and after inspecting the site and satisfying themselves and has now agreed to purchase the Apartment/Unit No. _____ as specified in Schedule II written hereinafter (hereinafter for the sake of brevity referred to as the “said Apartment”). The Purchaser agreed to acquire the Unit No. _____, admeasuring about _____ Sq. Mtr., on _____ Floor in ____ Building, for the Total Consideration of Rs. _____/- (Rupees _____ Only).

C. INSPECTION OF TITLE DOCUMENTS/ PLANS/ LAYOUTS: The Allottee/s have demanded from the Promoters/ Owner and the Promoters/ Owner have given inspection to the Allottee/s of all the documents of title relating to the said Apartment, as hereby agreed to be sold.

D. INDEPENDENT VERIFICATION OF TITLE BY PURCHASERS: The Allottee/s have before execution hereof, had the title of the Promoters/ Owner thereto independently verified through the Legal Counsel/ Advocate of the Allottee/s and the Allottee/s have satisfied himself/ herself/ themselves that the same is free from all encumbrances, and is clear and marketable.

AND WHEREAS the authenticated copies of Property card or extract of Village Forms VII and XII or any other relevant revenue record showing the nature of the title of the Promoters/ Owner to the said project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure '_____ '.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the building as proposed by the Promoters/ Owner and according to which the

construction of the building is proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2.

AND WHEREAS the authenticated copies of the sanctioned plan of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed hereto and marked Annexure D.

AND WHEREAS the Promoters/ Owner have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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

AND WHEREAS the Promoters/ Owner shall commence /have accordingly commenced construction of the said building in accordance with the said sanctioned plans.

AND WHEREAS the carpet area of the Apartment in the Project shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Parties hereto relying on the respective confirmations, representations and assurances of each other to faithfully abide by all the

terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS prior to the execution of these presents the Allottee/s has/have paid to the Promoters/ Owner a sum of Rs. _____/- (Rupees _____ only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoters/ Owner to the Allottee as advance payment (the payment and receipt whereof the Promoters/ Owner both hereby admit and acknowledge) and the Allottee/s has/ have agreed to pay to the Promoters/ Owner the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, in terms of the provisions of Section 13 of the said Act the Promoters/ Owner are required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters/ Owner hereby agree to sell and the Allottee/s hereby agrees to purchase the Apartment.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. The Promoters/ Owner shall construct and develop the said Residential project known as **“SHREE HEIGHTS”** comprising of one Building having 3 Floors the Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

- 1(a)
- (i) The Allottee/s hereby agree/s to purchase/acquire from the Promoters/ Owner and the Promoters/ Owner hereby agree to sell to the Allottee/s Apartment No. _____ of the type _____ of carpet area admeasuring _____ sq. mtrs., on the _____ floor in Building _____ of the Project known as **“SHREE HEIGHTS”** (hereinafter referred to as "the Apartment/Unit") and described in Schedule “II” attached hereto for the total consideration of Rs. _____/- and the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Schedule II** annexed herewith.
- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos ____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____/-.
- 1(b) The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs. _____/-
- 1(c) The Allottee/s hereby agree/s to pay to the Promoters/ Owner the amount of purchase consideration of Rs. _____/- (Rupees _____ only) in the following manner: -

Payment Schedule		
Stages	% Payment	Amount
On Booking	10%	-
On /afterexecution of Agreement	20%	-
On completion of Plinth of the building /wing in which the said Apartment is located	15%	-
On completion of slab including podiums and stilts of the building	25%	

or wing in which the said Apartment is located		
On completion of the walls, internal plaster, floorings doors and windows of the said Apartment	5%	
On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment	5%	
On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located	5%	
on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located	10%	
against and at the time of handing over of the possession of the Apartment to the Allottee/s on or after receipt of occupation certificate or completion certificate	5%	-
Total	100%	-

Note: Each installments mentioned above shall be further subdivided or combined as per the requirement/ request and as per the construction stage.

- 1(c) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges and any statutory charges, infrastructure development charges, premium, payment surcharges, cess, taxes, levies and duties etc. payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters/ Owner undertakes and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters/Owner shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- 1(d) All such aforesaid taxes and outgoings shall be payable by the Allottee/s on demand made by the Promoters/ Owner within 15 working days and the Allottee/s shall indemnify and keep indemnified the Promoters/ Owner from and against the same.
- 1(e) The Promoters/ Owner shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters/ Owner. If there is any reduction in the carpet area within the defined limit then Promoters/ Owner shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoters/ Owner shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

2.

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

2.2 Time is of essence for the Promoters/ Owner as well as the Allottee/s. The Promoters/ Owner shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters/ Owner as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoters/ Owner hereby declares that the Floor Space Index available as on date in respect of the said project land is _____ sq. mtrs. only and Promoters/ Owner have planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI / ancillary FSI as permissible in the Unified Development Control and Promotion Regulation for Maharashtra State 2020 or any increased FSI which may be available in future on modification to Unified Development Control and Promotion Regulation for Maharashtra State 2020 which are applicable to the said Project. The Owners/Promoters/Owner have accordingly disclosed the Floor Space

Index of _____ as proposed to be utilized by him on the said Project Land _____ Sq. Mtrs. in the said Project and Allottee/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters/ Owner by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters/ Owner only.

4.

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

4.2 Without prejudice to right of Promoters/ Owner to charge the interest in terms of sub clause (4.1) above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters/ Owner under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoters/ Owner shall at his own option, to terminate this Agreement:

Provided that, Promoters/ Owner shall give notice of fifteen days in writing to the Allottee/s by Registered Post AD at the address provided by the Allottee/s and email at the email address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoters/

Owner within the period of notice then at the end of such notice period, Promoters/ Owner shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters/ Owner shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters/ Owner) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoters/ Owner.

5. The fixtures and fittings with regard to the standard flooring and sanitary fittings and amenities to be provided by the Promoters/ Owner in the said building and the Apartment are those that are set out in Annexure 'E' annexed hereto.
6. The Promoters/ Owner shall give possession of the Apartment to the Allottee/s on or before 31st day of December 2025. If the Promoters/ Owner fail or neglect to give possession of the Apartment to the Allottee/s except on account of reasons beyond their control and that of their agents, i.e. force majeure circumstances, by the aforesaid date then the Promoters/ Owner shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the Apartment with interest at the same rate as may mentioned in the clause 5 herein above from the date the Promoters/ Owner received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters/ Owner shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.

- 7.1 Procedure for taking possession - The Promoters/ Owner, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment to the Allottee/s in terms of this Agreement to be duly taken by the Allottee within 3 months from the date of issue of such notice and the Promoters/ Owner shall give possession of the Apartment to the Allottee/s. The Promoters/ Owner agrees and undertake to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters/ Owner. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoters/ Owner or association of Allottee/s, as the case may be. The promoters/ Owner on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the project.
- 7.2 The Allottee/s shall take possession of the Apartment within 15 days of the Promoters/ Owner giving written notice to the Allottee/s intimating that the said Apartments are ready for use and occupation.
- 7.3 Failure of Allottee/s to take Possession of Apartment: Upon receiving a written intimation from the Promoters/ Owner as per clause 7.1, the Allottee/s shall take possession of the Apartment from the Promoters/ Owner by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters/ Owner shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 7.1 such Allottee/s shall continue to be liable to pay maintenance charges /electricity bill, property tax and other charges as applicable.
- 7.4 If within a period of five years from the date of issuance of completion certificate or handing over the Apartment to the Allottee/s whichever is earlier, the Allottee/s brings to the notice

of the Promoters/ Owner any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service then, wherever possible such defects shall be rectified by the Promoters/ Owner at their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoters/ Owner compensation for such defect as provided under the Act The Real Estate (Regulation and Development) Act 2016.

8. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of commercial only as is approved by the Pune Municipal Corporation, Pune. He shall use the parking space only for purpose of keeping or parking the Allottee's own vehicle.
9. The Allottee/s along with other allottees of Apartment shall join in forming and registering the Condominium, Society or a Limited Company to be known by such name as the Promoters/ Owner may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Condominium, Society or Limited Company and for becoming a member, including the bye-laws of the proposed Condominium or Society and duly fill in, sign and return to the Promoters/ Owner within seven days of the same being forwarded by the Promoters/ Owner to the Allottee/s, so as to enable the Promoters/ Owner to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s if any changes or modifications are made in the Deed of declaration, draft bye-laws, or the Memorandum and/or Articles of Association either for contractual, administrative, logistic or factual correction or as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoters/ Owner in the said structure of the Building or wing in which the said Apartment is situated (subject to his right to dispose of the remaining unsold Apartments, if any and to receive entire consideration in respect thereof).

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

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be. After conveyance of the said project the Promoter will not pay any maintenance charges for unsold inventory if the said unsold inventory is not in use.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts: -

(i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.

(iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout.

11. The Allottee shall pay to the Promoters/ Owner a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters/ Owner in connection with formation of the said Condominium, Society, or Limited Company, or Apex Body and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the buildings or wing of the building, the Allottee/s shall pay to the Promoters/ Owner, the Allottees' share of stamp duty and registration charges payable, by the said Condominium, Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in

respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS/ OWNER

The Promoters/ Owner hereby represents and warrant to the Allottee as follows:

- i. The Promoters/ Owner has clear and marketable title and/ or stake/ development rights with respect to the said Project Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Project Land and also has actual, physical and legal possession of the said Project Land for the implementation of the Project;
- ii. The Promoters/ Owner has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the said Project Land or the Project except those disclosed herein and/or in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said Project Land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said building/wing shall be obtained by following due process of law and the Promoters/ Owner have been and shall, at all times, remain to be in compliance with all applicable laws in

relation to the Project, Project Land, Building/wing and common areas;

- vi. The Promoters/ Owner has the 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 Allottee/s created herein, may prejudicially be affected;
- vii. The Promoters/ Owner have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii. The Promoters/ Owner confirm that the Promoters/ Owner are not restricted in any manner whatsoever from selling the said Unit to the Allottee/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure of each Part to the association of allottees the Promoters/ Owner shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees of such Part;
- x. The Promoters/ Owner 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 competent Authorities.
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Project Land) has been received or

served upon the Promoters/ Owner in respect of the said Project Land and/or the Project except those disclosed in the title report.

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

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or staircase or any passages which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoters/ Owner to the Allottee/s provided that for the

defect liability period such repairs shall be carried out by the Apartment Allottee/s with the written consent and the supervision of the Promoters/ Owner and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoters/ Owner and/or the Society or the Limited Company or Condominium of Unit Holders.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project Land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Project Land and the building in which the Apartment is situated.

- vii. Without prior approval from all sanctioning authorities as well as the Promoters/ Owner not to join two adjacent units and not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature contrary to the sanctioned plans in or to the structure or construction of the said Apartment.
- viii. Not to make any demand to change the existing plans and/or any changes in the plan of the premises annexed herewith. The Promoters/ Owner shall not refund any amount for deleting items of specifications and amenities on request of the Allottee/s.
- ix. Not to change /alter the name of building and/or the project as it is presently named by the Promoters/ Owner.
- x. Pay to the Promoters/ Owner within fifteen days of demand by the Promoters/ Owner, his share of security deposit demanded by the concerned local authority or Government or for giving water, electricity or any other service connection to the building in which the Apartment is situated. Such deposits will lie with the Promoters/ Owner interest free for the utilization of above purposes.
- xi. To bear and pay applicable and any increase in local taxes. water charges, electricity, meter deposit, transformer charges, insurance and such other levies or betterment charges, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, either due to any change or amendment in the law or on account of change of user of the Apartment by the Allottee/s to any purposes other than for purpose for which it is sold. Such amount until utilization shall lie as interest free deposits with the Promoters/ Owner.

- xii. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoters/ Owner under this Agreement are fully paid up.
 - xiii. The Allottee/s shall observe and perform all the rules and regulations which the Condominium, Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Condominium/Society / Limited Company / Apex Body regarding the occupation and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
 - xiv. Till a conveyance of the land and structure of the building in which Apartment is situated or the Deeds of Apartment (as the case may be) is executed in favour of Condominium/Society/Limited Society, the Allottee/s shall permit the Promoters/ Owner and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
15. The Promoters/ Owner shall maintain a separate account in respect of sums received by the Promoters/ Owner from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out

goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters/ Owner until the said structure of the building is transferred to the Society/Limited Company or other body and until the said Project Land is transferred to the Apex Body as hereinbefore mentioned.

17. PROMOTERS/ OWNER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoters/ Owner execute this Agreement, he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Apartment.

18. COST OF PROVISION OF WATER TO THE SAID BUILDING:

As mentioned above, the said project Land is situated within the limits of the Municipal Corporation and, in the circumstances, the Municipal and Planning Authority is the said corporation. The Promoters/ Owner shall at the appropriate time, make application to the Municipal Corporation for Municipal water connections of the requisite capacity for the said Project and the Promoters/ Owner shall make payment of the necessary charges in respect of such water connections to the said corporation. However, until such time as such Municipal water connections is provided by the Municipal Corporation, all costs, charges and expenses for provision of such water to the said Project are to be borne and paid by the Allottees of Apartments in the said Project on a pro-rata basis.

19. BINDING EFFECT:

Forwarding this Agreement to the Allottee/s by the Promoters/ Owner do not create a binding obligation on the part of the Promoters/ Owner or the Allottee/s until, firstly, the Allottee/s sign/s and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters/ Owner. If the Allottee(s) fails to execute and deliver to the Promoters/ Owners this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters/ Owner, then the Promoters/ Owner shall serve a notice to the Allottee for rectifying the default, which if not rectified within 7(Seven) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

20. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexure, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all undertakings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard of the same flat/ shop/office as the case may be.

21. RIGHT TO AMEND:

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

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

23. SEVERABILITY:

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

24. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

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

25. FURTHER ASSURANCES:

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

26. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoters/ Owner through their authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters/ Owner and the Allottee/s, in Pune after the Agreement is duly executed by the Allottee/s and the Promoters/ Owner or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar Haveli, Pune. Hence this Agreement shall be deemed to have been executed at Pune.

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

28. That all notices to be served on the Allottee/s and the Promoters/ Owner as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoters/ Owner by Registered Post A. D. or notified Email ID/Under Certificate of Posting at their respective addresses mentioned above.

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

29. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoters/ Owner to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

30. GOVERNING LAW:

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

31. The Parties hereto confirm that the Allottee/s has/have agreed to purchase the said Apartments /as an Investor and hence as per article 5(g-a) (ii) of schedule 1 of the Maharashtra Stamp Act 1958 the Allottee/s reserve his/her/their right to claim stamp duty set of/adjustment of the

amount already paid on these presents in the event the Allottee/s resells the said unit to a subsequent Allottee/s.

32. STAMP DUTY:

All Stamp Duty and registration charges applicable hereto are to be borne and paid by the Allottees herein.

SCHEDULE I
[DESCRIPTION OF THE SAID PROJECT LAND]

ALL THAT PIECE AND PARCEL OF LAND Survey No. 15/3A/8 (P), admeasuring 400.00 Sq Mtrs out of total area admeasuring 7,900 Sq. Mtrs. situated at Village Mamurdi, Taluka Haveli, Dist. Pune 412101 situated within the limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub registrar, Haveli and bounded as under: -

ON OR TOWARDS THE:

On North : By Property of Mr. Anthony

On South : By 40 ft. DP Road

On East : By 15 ft. Road

On West : By Remaining Property from S.No.14

SCHEDULE 'II'
(DESCRIPTION OF THE SAID APARTMENT)

Apartment / Unit No. _____ of carpet area admeasuring _____ sq. mtrs., on the _____ floor in the project known as **"SHREE HEIGHTS"** along with the usable floor area of the enclosed balcony admeasuring _____ sq. mtrs. Usable floor area of the attached exclusive balcony admeasuring _____ sq. mtrs. and attached exclusive terrace admeasuring _____ sq. mtrs. and along with allocated right of use of car parking space/s No. _____ situate on the land described in Schedule here in above.

SCHEDULE 'III'
(COMMON/LIMITED COMMON AREAS AND FACILITIES)

- 1. RCC Framework structure of the building.
- 2. Compound wall & street lights.
- 3. Drainage and water line work.
- 4. Electric room, main cables, electric meters connected to common lights, water connections, pump set etc.
- 5. Water tanks for the project along with water pumps.
- 6. Lifts with lift room/s, lift wells and lift equipment for wing/building.

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

1) M/S V. R. BUILDCON Through its partner MR. VIKRANT VIJAY SAIDANE [THE PROMOTER]	
<u>Signature</u>	
<u>Thumb</u>	

2) M/S V. R. BUILDCON Through its partner MR. RAHUL GOPINATH BODKE [THE PROMOTER]	
<u>Signature</u>	
<u>Thumb</u>	

3) M/S V. R. BUILDCON Through its partner MRS. SONIYA VISHAL KHALADE [THE PROMOTER]	
<u>Signature</u>	
<u>Thumb</u>	

--

_____	[THE ALLOTTEE/S]
<u>Signature</u>	
<u>Thumb</u>	

_____	[THE ALLOTTEE/S]
<u>Signature</u>	
<u>Thumb</u>	

Consenting Party No. 1 and 2 through their Power of Attorney Holder M/S V. R. BUILDCON Through its partner _____ [CONSENTING PARTY]	
<u>Signature</u>	
<u>Thumb</u>	

WITNESSES:

1.

2.

ANNEXURE –A

Name of the Attorney at Law/Advocate,

Address :

Date :

No. :

RE. :

Title Report

Details of the Title Report

The Schedule Above Referred to

(Description of property)

Place :

Dated ____ day of _____ 20____

(Signed)

Signature of Attorney-at-
Law/Advocate

ANNEXURE B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Owner/Promoters/ Owner to the said Project Land).

ANNEXURE C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE C-2

(Authenticated copies of the plans of the Building as proposed by the Promoters/ Owner and according to which the construction of the building and open spaces are proposed to be provided for on the said project)

ANNEXURE D

(Authenticated copies of the layout plan of the Apartment agreed to be purchased by the Allottee, as proposed by the concerned local authority)

ANNEXURE E

(Specification and amenities for the Apartment),

ANNEXURE F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

V.R. BUILDCON

RECEIPT

Received of and from the Allottee above named the sum of Rs. _____/-
(Rupees _____ only) on execution of this agreement
towards Earnest Money Deposit or application fee.

We/I say received.

Vikrant V. Bairdane
29/11/2022

The Promoter/s.

V. R. Buildcon

Partner

Vikrant V. Bairdane
29/11/2022
V. R. Buildcon

Partner

Address : S.No. 15/3, Sai Chowk, Mamurdi, Pimpri-Chinchwad, Pune- 412101, Maharashtra, India.

Contact : 87965 81242 / 70308 03500 **Email :** sales.vrbuidcon@gmail.com