

AGREEMENT TO SALE

This Agreement to Sale is made at Pune this _____ Day of _____ in the year 2022.

BETWEEN

M/S. MILLENNIUM PROPERTIES (PAN: ABSFM9836F)

A Partnership Firm registered under The Indian Partnership Act, 1932 having its office at: 1st floor, Metro 9 building, Aundh- Ravet BRT Road, Opp. Wisdom World School, Pune - 411017.

Through the hands of one of its Partners

Mr. Sachin Srichand Kukreja

Age: 43 Years, Occupation: Business,

(PAN: AIVPK1758L)

Aadhar No.- 335347165009

Hereinafter the said Firm shall be referred to as **“OWNER”/” PROMOTER”/” DEVELOPER”** (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean & include its present & future partners, their heirs, executors, administrators, etc.)

----- PARTY OF FIRST PART

AND

1. «Title_1» «Name_1»

Age: «Age_1» Years, Occupation: «Occupation_1»

PAN: «Pan_No_1» Aadhar: «Aadhaar_No_1»

2. «Title_2» «Name_2»

Age: «Age_2» Years, Occupation: «Occupation_2»

PAN: «Pan_No_2» Aadhar: «Aadhaar_No_2»

Both R/at: «Address_1»

Hereinafter referred to as **“PURCHASER/S”** (Which expression shall unless repugnant to the context mean and include his/her/their legal heirs, his/her/their successors, executors, administrators, etc.)

----- PARTY OF SECOND PART

WHEREAS

a. Property Details: -

A) An area admeasuring **00 Hectare 29.01 Are** carved out of area admeasuring 00 Hectare 56.58 Ares carved out of land totally admeasuring 00 Hectare 62 Are plus Potkharab 00 Hectare 01 Are having an assessment of Rs. 02.37 paise, bearing **Survey No. 181 Hissa No. 2,**

B) An area admeasuring **00 Hectare 20.99 Are** carved out of area admeasuring 00 Hectare 57 Ares carved out of land totally admeasuring 00 Hectare 59 Are plus Potkharab 00 Hectare 01 Are having an assessment of Rs. 02.19 paise, bearing **Survey No. 181 Hissa No. 3,**

Both lying being and situated at Village Wakad, Taluka Mulshi, Dist. Pune, (hereinafter referred to as the “said land”)

We have investigated the title of the said land on the request of Millennium Developers, a partnership firm, through its partner Mr. Sachin Srichand Kukreja and the following documents i.e. :

1) Description of Property:

All that piece and parcel of an area admeasuring 00 Hectare 50 Ares consisting of

- A) An area admeasuring **00 Hectare 29.01 Are** carved out of area admeasuring 00 Hectare 56.58 Ares carved out of land totally admeasuring 00 Hectare 62 Are plus Potkharab 00 Hectare 01 Are having an assessment of Rs. 02.37 paise, bearing **Survey No. 181 Hissa No. 2,**
- B) An area admeasuring **00 Hectare 20.99 Are** carved out of area admeasuring 00 Hectare 57 Ares carved out of land totally admeasuring 00 Hectare 59 Are plus Potkharab 00 Hectare 01 Are having an assessment of Rs. 02.19 paise, bearing **Survey No. 181 Hissa No. 3,**

Both lying being and situated at Village Wakad, Taluka Mulshi, Dist. Pune, collectively bounded as follows :-

On or towards –

East : By remaining land in Survey No. 181/2 and Survey No. 181/3;
 South: By Property of Mount Vert Society;
 West : By Datt Mandir, Dange Chowk Road;
 North: By Survey No. 181/1.

C) The Documents of allotment of land:

Sale Deed dated 31 January 2022 registered on 2nd February 2022 with the office of Sub Registrar Haveli No. 5, Dist. Pune at Sr. No. 1861/2022 executed by (i) Janardan Genu alias Genba Chilekar (Teli) for himself and as karta of his Hindu Undevided Family, (ii) Subhadra Janardan Chilekar, (iii) Jaywant Janardan Chilekar, for himself and as karta of Hindu Undivided Family (iv) Vaishali Jaywant Chilekar, (v) Mayur Jaywant Chilekar through his constituted attorney Jaywant Janardan Chilekar, (vi) Nikhil Jaywant Chilekar, through his constituted attorney Jaywant Janardan Chilekar, (vii) Monika Jaywant Chilekar alias Monika Jayesh Barmukh, through her constituted attorney Jaywant Janardan Chilekar, (viii) Sandip Janardan Chilekar for himself and as karta of his Hindu Undivided Family (ix) Mukta Sandip Chilekar, (x) Chaitrali Sandip Chilekar, (xi) Neha Sandip Chilekar since minor, through her natural guardian Sandip Janardan Chilekar, (xii) Tanmay Sandip Chilekar since minor, through his natural guardian Sandip Janardan Chilekar, (xiii) Aruna Sanjay Wavhal (maiden name Aruna Janardan Chilekar) through her constituted attorney Janardan Genu alias Genba Chilekar (Teli) as the Vendors therein, in favour of Millennium Properties as partnership firm through its partners, (i) Sachin Srichand Kukreja and (ii) Haresh G Abichandani, as the purchasers therein, in respect of Hectare 29.01 Are i.e. 2901 Sq.mtrrs carved out of 00 Hectare 56.58 Are, carved out of area totally

admeasuring 00 Hectare 63 Are bearing Survey No. 181 Hissa No. 2 and (ii) admeasuring 00 Hectare 20.99 are i.e. 2099 sq.mtrs. carved out of 00 Hectare 57 Are carved out of area totally admeasuring 00 Hectare 60 Are bearing Survey No. 181 Hissa No. 3, Village Wakad, Taluka Mulshi, Dist. Pune.

- D) 7/12 extract issued by Talathi, Village Wakad, Tal Mulshi, Dist Pune, in respect of the lands bearing Survey No. 181 Hissa No. 2 and Survey No. 181 Hissa No. 3 for the years 2018 – 2019 to 2020 – 2021 (digitally signed computer print dated 7 April, 2022)

Mutation Entry No. 17275;

- E) Search Report dated 16th December 2021 vide Receipt bearing No. MH010200769202122E for a period of 30 years i.e. from 1992 to 2021 and (ii) Search Report 28th May 2022 vide Receipt bearing No. MH002538655202223E for a period of 2 years i.e. from 2021 and 2022;
- 2/- On perusal of the above mentioned documents and all other relevant documents relating to title of the said property, We are of the opinion that the title of Millennium Developers through its partner Sachin Srichand Kukreja i.e. owner is clear, marketable and without any encumbrances.

Owner of the land:-

Millennium Properties through its partner Sachin Srichand Kukreja is the owner and in possession of an area admeasuring 00 Hectare 29.01 Are carved out of land bearing Survey No. 181 Hissa No. 2, and an area admeasuring 00 Hectare 20.99 Are carved out of land bearing Survey No. 181 Hissa No. 3, both lying being and situated at Village Wakad, Taluka Mulshi, Dist. Pune.

Sr. No. Area admeasuring 00 Hectare 50 Ares consisting of –

- A) An area admeasuring 00 Hectare 29.01 Are carved out of area admeasuring 00 Hectare 56.58 Ares carved out of land totally admeasuring 00 Hectare 62 Are plus Potkharab 00 Hectare 01 Are having an assessment of Rs 02.37 paise, bearing Survey no. 181 Hissa No.02,
- B) An area admeasuring 00 Hectare 20.99 Are carved out of area admeasuring 00 Hectare 57 Ares carved out of land totally admeasuring 00 Hectare 59 Are plus Potkharab 00 Hectare 01 Are having an assessment of Rs 02.19 paise, bearing Survey no. 181 Hissa No.03,

Both lying being and situated at Village Wakad, Taluka Mulshi, Dist. Pune,(hereinafter referred to as the “said land”)

- A) 7/12 Extract of the lands bearing Survey No. 181 Hissa No. 2, and Survey No. 181 Hissa No. 3 for the years 2018-2019 to 2020-2021 (digitally signed computer print dated 7 April, 2022) and as mentioned in our detailed Title Opinion issued on 30th May 2022;
- 1) Mutation Entry No. 17275 and all other mutation entries as mentioned in detailed Title Opinion issued on 30th May 2022;
- 2) Search Report dated 16th December 221 vide (i) receipt bearing No. MH010200769202122E for a period of 30 years i.e. from 1992 to 2021, and (ii) Search Report dated 28th May 2022 vide Receipt bearing No.

MH002538655202223E for a period of 2 years i.e. from 2021 and 2022 issued on the basis of Search taken on the website maintained by the Department of Registration and Stamps, Government of Maharashtra, Pune viz <http://www.igrmaharashtra.gov.in>;

- b. The Developer herein has started the construction of the building/s on the Project Land as per the sanctioned plan and the said project is known as **“Millennium Emirus”**.

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

AND WHEREAS the Vendor/Lessor/Original Owner/Promoter is in possession of the project land;

AND WHEREAS the Promoter has proposed to construct on the project land 6 **Wings** having **1 Basement, Ground Floor Parking + 10 upper floors for 5 wings** whereas another wing **having 1 Basement, Ground Floor Parking + 7 upper floors**.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in **Annexure ‘F’**;

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs. **Vastushaili** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively;

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

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are 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 plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**;

AND WHEREAS the Promoter has 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 Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. onfloor in wing ____ situated in the building No. being constructed in the _____ phase of the said Project,

AND WHEREAS the carpet area of the said Apartment is _____ square meters and "carpet area" means 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 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 relying on the 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 has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. ;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register 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 Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable)

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

1. The Promoter shall construct the said building/s consisting of 1 basement and ground and 10 upper floors for 5 wings and 1 basement and ground and 7 upper floors for 6th wing on 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 Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the type of carpet area admeasuring sq. metres on floor in the building/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures **C-1 and C-2** for the consideration of Rs. including Rs. being 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 Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(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 garages/covered parking spaces is thus Rs. _____/-

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees) in the following manner :-

i i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter 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.

vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter 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.

viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 6 % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee 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 Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee 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. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee 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(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as

the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

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

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] 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 shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **4276.05** square meters only and Promoter has planned to utilize Floor Space Index of **16812** square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of **21088.05 square meters** as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

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

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

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement 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 fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated

damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before 31st day of December 2026. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter 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.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify

such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/ Shop. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter 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 registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

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 Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the building or wing in which the said Apartment is situated.

9.2 The Promoter 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. 4000/- + Applicable GST 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 favor 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.

9.4 The said advance shall be utilized only for the common maintenance of the building/s, common security, common electricity, maintenance of lift, cleaning and other common areas and amenities for initial period of 12 months from the date of

obtaining Completion Certificate or handing over possession of the 1st unit in a particular Wing, whichever is earlier. However after taking into account the factor of inflation, if the actual amount of expenses incurred towards maintenance charges at any time during the initial period of 12 months is more than the amount paid by the Purchaser/s then the Purchaser/s shall be liable to pay the extra amount incurred for the maintenance of the building/s whereas if the amount incurred towards the maintenance charges is less than the amount paid by the Purchaser/s then the Developer shall deposit the balance remaining amount to the Society Maintenance Account. The Purchaser/s, either individually or collectively with other unit Purchaser/s, shall not be entitled to question the Developer regarding the amount spent towards the maintenance. Also, it is made amply clear that the Developer will take care of the maintenance work for the initial period of 3 to 4 months out of the sums of such advance amount and upon the hand over to the society/ collective body of the Unit Purchaser/s the maintenance work shall be taken care of by such society/ collective body out of the sums of such advance amount.

9.5 It is hereby agreed that the Developer shall maintain the scheme only out of the advance received from the unit Purchaser/s.

9.6 The Purchaser/s has understood the entire scheme of maintenance in detail. The Purchaser/s admits and agrees to the same, so that the maintenance of the scheme is not hampered in any way due to lack of or non-payment by the Purchaser/s.

9.7 It is specifically agreed between the parties hereunto that the Developer is not responsible/liable to pay or share in the aforesaid expenses, outgoings, maintenance etc. in respect of the unsold premises, Units, units etc. in the project.

9.8 Till a separate electric meter or a water meter/water line is installed/allotted by the MSDDL/P.C.M.C. and any other Local Authority, the Purchaser/s herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water charges and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her Unit failing which the Developer shall not be responsible for supplying electricity and water until the concerned department installs the electricity and water meter/water lines.

9.9 It is specifically agreed between the parties hereunto that the Developer shall be entitled to use the aforesaid maintenance charges for payment of water tankers, in case of insufficient water supply from the Local Authority. The Developer shall not be responsible to bear such expenses.

9.10 It is further agreed between the parties hereunto that the Unit Purchaser/s or the Ultimate Organization shall be responsible for maintaining all the common areas and amenities after the Developer discontinues the maintenance or handover the maintenance to the Ultimate Organization. Thereafter, the amenities provided by the Developer shall be maintained/managed by the Society/Ultimate Organisation under proper guidance by hiring skilled and professional personnel.

The Developer shall not be responsible for any accident, injury or damage to any life or property during maintenance of the common areas and amenities due to improper practices by the Ultimate Organisation. The purchaser/s or the Ultimate Organisation shall appoint authorised agencies for AMC's where ever required and paint the structure with applying proper chemicals to the cracks which may be developed due to natural climatic conditions every 3 to 4 years for betterment of society.

9.11 The maintenance charges collected from the Purchaser/s shall be incurred on expenses/charges which are basically applicable for Gardens, Lobbies, Elevators, Fire Staircase, Entrance/Exit, External walls of Building, Parking Areas, installation of Central Services such as power light and things that are necessary for the maintenance, safety and existence of the society.

9.12 That the charges mentioned below shall be borne by the Society Maintenance Amount collected from the Purchaser/s:

- a) AMC of lifts
- b) Wear and Tear charges
- c) Electricity charges for common area
- d) Service charges
- e) Other Misc. Charges
- f) Water charges/Water Tankers
- g) Generator back up running expenses
- h) Common area light fittings
- i) Lift work maintenance
- j) Tile cracking/breaking for the parking floors
- k) Security cabin, sliding gates, entrance gates and all light fittings in the society.
- l) Concrete road wear and tear due to excessive heat variations
- m) Paving blocks settling due to usage beyond prescribed uses
- n) All Electronic equipment.
- o) Fire Equipment maintenance and Servicing
- p) Garden, Common Hall etc.
- q) Transformer Services
- r) Housekeeping Charges
- s) Security Charges
- t) Common Electrical usage charges
- u) Wear and Tear as per orientation of the building where more damage is likely to happen due to climatic conditions
- v) Wear and Tear of play equipment
- w) Fading of colours due to climate
- x) Fading and damage to flooring and equipment due to external weather
- y) Gym equipment and common hall equipment provided
- z) Solar Water Heater
- aa) Storm water drains, Gutter Cleaning, Rain water harvesting, Pit cleaning, Bore well maintenance
- bb) Maintenance of water pumps
- cc) Improper handling of equipment by the person appointed by the Society
- dd) Any other equipment which shall be provided for common use of the Organization.
- ee) External Plaster/External Cracks/External Paint.
- ff) Building insurance if any.

gg) Maintenance of swimming pool and its pump room

9.13 The services for the maintenance of the above-mentioned particulars are limited in nature. Any request for any additional services / maintenance would involve extra maintenance charges which will be charged separately to all Purchaser/s and shall be paid by the Purchaser/s separately to the Developer herein as and when demanded.

9.14 It is specifically clarified that the various commercial units/shops located on the Ground & Mezzanine floor situated in the wing – (Mahada+ Commercial) shall have their separate electricity meter but they shall only have and use the water and drainage resource in common with the Residential Units and shall not be entitled to use any other amenities which are offered for use to the Residential units. The common amenities being offered for use to the Residential Units are restricted for the Commercial Units/Shops. Hence the maintenance charges for the commercial units/shops shall be levied accordingly. Further, the Purchaser/s of the Commercial units/ shops shall also contribute to the sinking fund of the society.

10. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said 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.

11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the 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 Promoter has 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 Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

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

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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 property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

12. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter 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 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 in this behalf, the Allottee 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 Promoter to the Allottee 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 committing any act in contravention of the above

provision, the Allottee 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 Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the 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 project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee 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 to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the 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 shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy 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.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

13. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee 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.

14. 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 or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

15. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes 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 who has taken or agreed to take such [Apartment/plot].

16. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter 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 Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) 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.

17. 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 regard to the said apartment/plot/building, as the case may be.

18. RIGHT TO AMEND

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

19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO 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 [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

20. 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.

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

Wherever in this Agreement it is stipulated that the Allottee has 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/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

22. 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.

23. PLACE OF EXECUTION

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

24. The Allottee and/or Promoter 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 Promoter will attend such office and admit execution thereof.

25. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the

Promoter by Registered Post A.D **and** notified Email ID/Under Certificate of Posting at their respective addresses specified below:

_____ **Name of Allottee**
 _____ (Allottee's Address)

Notified Email ID: _____

M/s _____ **Promoter name**
 _____ (Promoter Address)

Notified Email ID: _____

It shall be the duty of the Allottee and the promoter 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 promoter or the Allottee, as the case may be.

26. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee 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.

27. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

28. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

29. 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 Pune courts will have the jurisdiction for this Agreement.

30. DEFECT LIABILITY:

- i. If within a period of five years from the date of handing over the Unit to the Purchaser/s, the Purchaser/s brings to the notice of the Developer any structural defect in the Unit or the building in which the Unit are situated or any defects on account of workmanship, quality or provision of service, such defects shall be rectified by the Developer at his own cost within reasonable time thereof. Whereas any kind of defective workmanship shall have to be certified by a Registered Government Engineer.
- ii. In case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Developer reasonable compensation for such defect or charges in the manner as provided under the RERA Act.
- iii. Whereas defect liability for the period of 5 years from the date of receiving possession of the said Unit is limited only to Structural Work, Waterproofing work, Brickwork and Plaster work and the same shall be rectified by the

Developer at its own cost. However, the rectification cost in respect of cracks emerged due to Climatic Changes and variations in temperatures shall be borne by the Purchaser/s herein. The Purchaser/s shall not ask for any compensation in respect of expenses borne by the him/her/them regarding the cracks emerged due to Climatic Change and variations in temperatures. The services provided by the Developer such as lift, pumps, C.P. Fittings, Hardware Fittings, Sliding Windows, French Door, Electrical Fittings, Garbage chutes, water pumps will have the guarantee and warranty as per the terms and conditions of the respective manufacturers/agencies which is/are providing such services to the Developer. Whereas the Granite Stone Frames for toilets doors, dry terrace doors, windows, kitchen Otta etc. provided by the Developer herein may have shade variation and some natural cracks which are duly filled as per standard practices and the Developer herein shall not be responsible for the same and as well as for Paint as it may fade in due course of time. Whereas, it is specifically understood by the Purchaser/s that if there are any certain facilities such as, LED Lights, , Video Door Phones, Fans, False Ceiling etc. which are provided free of charge if any by the Developer to the Unit Purchaser/s, wherein any defect or subsequent malfunctioning with respect to such facilities shall not be rectified by the Developer and hence Developer is not in any way responsible for damage of the same.

iv. The Allottee(s) shall not carry out alterations of whatsoever nature in the said flat or in the fittings therein, in particular it is hereby agreed that the Allottee(s) shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring/Dado) in the Toilets/Kitchens as this may result in seepage of the water. If any of such work is carried out without written consent of the Promoter, the defect liability shall become void.

v. Disclosure regarding manufacturer's warranty and regarding certain products:

a. The Developer specifically discloses that, the manufacturers of certain appliances, equipments, standard fittings, machineries including generator set for backup, STP, electric pumps, waste management plants, lifts, Gas line if any, security equipments if any, electronic equipments if any, Solar System if any, Gym equipments if any, Garbage Chute, etc. Will be as per the warranty provided by the respective manufacturer / Supplier. The only warranty on those items is of the manufacturer's warranty and the Developer is in no way responsible for their performance or for any condition beyond the manufacturer's warranty. In case of any defect being pointed out to the Developer, then, the Developer alone shall have the right to decide whether any defect is manufacturing defect or not.

b. The word defect herein above stated shall not mean defects caused by normal wear and tear, negligent use of the said flat or the building(s) by the Allottee(s), abnormal fluctuations in the temperatures, abnormal

heavy rains, damaged from natural calamity, defect caused due to any unauthorized change made by the Allottee(s) in the flat and/or building and/or is due to any factor beyond the reasonable control of the Promoter etc. If there is any damage to electrical equipment due to voltage fluctuations or due to any reason beyond the control of Promoter then, the reflections of the same should be done either through maintenance amount or through individual account of the Allottee(s) as the case maybe.

- c. The Developer specifically discloses that white goods/appliances run on electricity, are purchased from third party vendors and hence issues relating to its warranty, guarantee, defect, malfunction should be resolved by the Purchaser by contacting such Vendor directly. The Developer is not responsible for the same.
- d. It is further clarified and agreed between the parties that where the manufacturer warranty ends before the defect liability period and such warranties are covered under the maintenance of the above flat/building(s), and the annual maintenance of the said flat/ building(s), and if the annual maintenance contracts are not done / renewed by the Allottee/s or the Ultimate Organization, the Promoter shall not be responsible for any defects occurring due to the same.
- e. The Developer also discloses that the laminates door being provided in the said Unit/s being derived from natural sources, may develop waviness, bubbles, natural bends or minor scratches, from 2 to 5 %. The Developer is not responsible for the same and the Purchaser/s agrees to accept the same and shall not agitate in respect thereof. Also, there may be a slight gap between the door panel and the flooring, which may vary from unit to unit based on working conditions; The Purchaser/s agrees to accept the same and shall not agitate in respect thereof.
- f. The Developer also discloses that there may be variation in the shade of the laminate in the said Unit/s vis-à-vis the sample flat due to non-availability at the time of handover this may occur due to lapse of intervening time. The Developer is not responsible for the same and the Purchaser/s agrees to accept the same and shall not agitate in respect thereof.
- g. The Developer also discloses that as Granite being a natural stone there maybe variations in the color of the Granite stone in the said Unit/s vis-à-vis the sample flat, and some natural cracks which are duly filled as per standard practices. The Purchaser/s agrees to accept the same and shall not agitate in respect thereof.
- h. The Developer also discloses that the Developer has provided the best quality tile grout in the Unit/s. The tile grout may reflect a change in colour or may erode, with passage of time including due to mopping and the same is very much natural. The Developer is not responsible for the

same and the Purchaser/s agrees to accept the same and shall not agitate in respect thereof.

- i. The Developer also discloses that the tiles provided in the said Unit/s may have minor chipping at the edges or may have slight bends which are present right from time of manufacturing since the product is made of hard surface. The Developer is not responsible for the same and the Purchaser/s agrees to accept the same and shall not agitate in respect thereof.
- j. The Developer also discloses that the Granite stone may sometimes reflect minor cracks as it is derived from natural sources. In such case, the Developer will fill such minor cracks by use of adhesives and the usage of the same does not adversely affect the sturdiness of the Granite. The Developer shall not replace such Granite stone. The Developer is not responsible for the development of cracks in the Granite stone and the Purchaser/s agrees to accept the same and shall not agitate in respect thereof.
- k. The Developer also discloses that the Developer has provided the best quality oil paint in the Unit/s, however, if the said paint/s including those on the fabricated grills & railings, fades or becomes rusty or peels off at sporadic places, due to constant fluctuations in natural climatic conditions&/or drastic climate changes, then, the Developer is not responsible for the same and the Purchaser/s agrees to accept the same and shall not agitate in respect thereof.
- l. The Developer also discloses that the external plaster, being exposed to the rough elements of the weather, may develop damp patches. Within the period of the first year the same shall be attended to by the Developer using the maintenance funds. From the second year onwards, the same shall be attended to by the Society using the maintenance funds without recourse to the Developer. Additionally, it is made amply clear that damp patches may develop in certain parts of the internal plaster due to seasonal weather conditions and the same is not the responsibility of the Developer and the Purchaser/s shall not agitate in respect thereof.
- m. The Developer also discloses that the building expansion joints are not supposed to be filled, as per the structural design code, hence during rainy season, water may seep into it (parking areas)/ out of it. The Developer is not responsible for the same and the Purchaser/s accepts the same and shall not agitate in respect thereof.
- n. Once the checklist is satisfactorily signed by the Unit Purchaser/s, (At The Time of Handover of said unit) then, the same shall be considered as final and binding upon such Purchaser/s. Further, the Developer is not responsible for any of the matters outside the purview of the checklist.

- vi. The Developer herein by spending huge amount providing high quality specifications in the Said Unit and for the buildings which are under construction on the Project Land which Developer herein is constructing, hence Purchaser/s / unauthorised persons / any agency shall not disturb the same under any circumstances the concealed plumbing, concealed wiring etc. and shall ensure safety and stability of the structure of the building/s . Purchaser/s are advised not to open the instrument or to try any changes with all these amenities otherwise guarantee / warranty may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load, neither Purchaser/s nor occupier of the Said Unit or any person on behalf of them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or any structural changes or in any manner increase the electrical load in the Said Unit because wires will not take additional load and such act will be amount to be breach of condition of this transaction. This condition is the essence of contract and Purchaser/s herein undertakes to abide the same.
- vii. The word defect herein above stated shall mean only the manufacturing defects caused on account of willful neglect of the Developer themselves and shall not mean defects caused by, normal wear and tear, negligent use of the said Unit or the building/s by the Purchaser/s, abnormal fluctuations in the temperatures, abnormal heavy rains, damages from natural calamity, Fluctuations in electricity lines, etc.
- viii. Provided further that the Purchaser/s shall not carry out alterations of whatsoever nature in the said Unit or in the fittings therein, in particular. It is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring / Dado) in the Toilets/ Kitchen as this may result in seepage of the water. If any of such work is carried out without the written consent of the Developer, the defect liability shall become void.
- ix. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s, such defect shall have to be certified by a Registered Government Engineer and then shall submit a report to state the defects in materials used, in the structure built of the Unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

31. TDS

Responsibility of paying TDS has to be taken care by purchaser/s That any deduction of an amount made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under the law while making any payment to the Developer under this Agreement shall be acknowledged/ credited by the Developer, 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. Provided further that at the time

of handing over the possession of the Unit, if any such Certificate is not produced, the purchaser shall pay equivalent amount as interest free deposit with the Developer, which deposit shall be refunded by the Developer on the purchaser producing such Certificate within 4 months of the Possession. Provided further that in case the Purchaser/s fails to produce such certificate within the stipulated period of the 4 months, the Developer shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s. It is further agreed by the parties, that in case the Purchaser fails to deposit the amount of TDS, and if any penalty is imposed upon the Purchaser for the same, the Developer shall not be held liable / responsible.

32. OTHER CONDITIONS:

- i. The Purchaser/s is/are well aware of the building plan sanctions received by the Developer herein as well as proposed sanctions which is to be received in future against balance FSI/TDR to be purchased/paid FSI or Future Premium/Extra FSI received from Local Authorities. Whereas the Purchaser/s is/are also aware of the Specifications and Amenities to be provided by the Developer in said Project and the same shall be as per the details attached and the Specifications hereunder mentioned in **Schedule II**. That the developer is only liable to provide the amenities which are mentioned in this Agreement. The sales representatives of the Developer have not given any verbal commitments to the Purchaser/s herein. The Purchaser/s confirms that he/she/they will not demand any changes of whatsoever nature in the said Unit/Unit which the Purchaser/s intends to book. The Purchaser/s herein is/are aware that the brochure provided by the Developer is a replica of the proposed project and whereas the actual project will be as natural as it should be. The Purchaser/s herein has/have been clearly communicated about the instalments of payment to be done as per the Schedule herein written.
- ii. The Purchaser/s is/are aware that the Developer herein has designed some parking spaces in the said project which includes covered/semi covered/parking spaces under the building and parking spaces in some side margins of the buildings, all of which form part of the common areas of the society and are provided/allowed to use free of cost to the Purchaser/s. The dimensions of the said parking spaces would be designed as per standard medium sized sedan cars, However, due to columns of the buildings there may occur some problem in some of said parking spaces, whereby the Developer shall not be held responsible for the same and the purchaser/s shall not claim any compensation or create any dispute with respect to the same as the Purchaser/s is/are well aware that the Developer has not charged any amount for the same.
- iii. The Purchaser/s is/are also aware that the Amenities provided in the said project will be constructed simultaneously with construction of sanctioned Floors, however said Amenities shall be included in Common Areas and Amenities for the entire project (i.e., for existing building plan sanctioned and or proposed building plan sanctions)

- iv. That the Purchaser/s shall be liable to pay Stamp Duty and Registration Fees to the State Revenue Department. The Developer shall provide guidance in paying the said Stamp Duty and Registration Fees. However, in case, the Purchaser is not satisfied and wants to cancel the booking/Agreement then, subject to the deductions mentioned herein, the Purchaser/s herein shall be liable to receive only the amount paid by him/her/them out of the Consideration Amount/Agreement Value. Whereas the Purchaser/s alone shall be liable to approach to the concerned Authorities for refund of Stamp duty and Registration paid by him/her/them and the Developer herein shall not be in any way responsible for the same.
- v. The Purchaser/s is/are aware that the Developer will be applying for Water connection on behalf of the Society to the Municipal Corporation after receiving Completion Certificate (as per rules of Pimpri-Chinchwad Municipal Corporation). However, the authority to sanction the application for waterline lies with Pimpri-Chinchwad Municipal Corporation as per its terms and conditions and whereas the supply of water by concerned Authorities shall be supplied as per daily schedule of Pimpri-Chinchwad Municipal Corporation and therefore The Developer shall not be held responsible for the supply of water or low pressure of water. As per the undertaking given to PCMC, if the PCMC fails to provide water supply, then, the same is to be provided by the Developer till time there is sufficient supply from PCMC, accordingly, the costs for procuring such water supply shall be taken by the Developer from the collected maintenance funds from the unit purchasers. The Developer will not be responsible to provide the water supply, be it through water tanker or otherwise, out of his own funds.
- vi. The Developer herein assures that he will drill some bore wells in the Society Premises for utility usage. However, the Developer shall not be held responsible if the water table goes down due to natural climatic conditions. The Purchaser/s is/are aware that if shortage of water occurs, the Society is responsible for arranging water tankers and the expenditure for the same shall be incurred by the Society. Further, if the quality of water in the bore wells deteriorates due to any reason, then, the Developer shall not be held responsible for the same.

The Developer assures that he would do all the necessary documentation on behalf of the Society for acquiring Electricity Connection which shall be provided by MSEDCL. The Developer herein assures that he would obtain the sanction regarding the same before possession. However, the Purchaser/s shall not have any objection if it gets delayed by whatsoever reason (i.e technical reason, shortage of electricity meters with MSEDCL etc.). If such situation occurs, the Purchaser/s herein is/are aware that he/she/they are required to obtain temporary connection from the meter of the Developer by installing sub-meter. It is hereby understood that the electricity charges for the same shall be borne by the Purchaser/s. It is further agreed by the parties that the responsibility of the payment of bill raised by the MSEDCL will be that

of the Purchaser alone and in case of any doubt or query about the bill, the Purchaser shall co-ordinate and deal directly with MSEDCL. The Developer will not be responsible for the same, for whatsoever reason.

- vii. The Developer herein is aware that he is required to provide Drainage line to the Society which shall be connected to drainage line of Pimpri-Chinchwad Municipal Corporation, and the same shall fall under the terms and conditions of Pimpri-Chinchwad Municipal Corporation. However, if the PCMC drainage line is delayed due to the adverse act of the Developer, in such case the Developer shall build a temporary Septic Tank for the society at its own cost.
- viii. The Purchaser/s is/are aware that they may be required to execute and register a Supplementary Deed in case there are any variations or inclusion of new or additional rules as per RERA.
- ix. It is specifically understood that the brochure/s published by developer from time to time in respect of the scheme is just an advertisement material and contain various features such as furniture layout in a Unit, vegetation and plantation shown around the building, scheme, vehicles etc. to increase the aesthetic value only and are not facts. Further it is specifically understood that the Furniture, Soft Furnishings or any other decorative items shown in Show Flat is only for the purpose of idea to the Purchasers and will be not part of actual unit. These specification/ amenities are not agreed to be developed or provided.
- x. The Purchaser/s is/are aware that the perspectives/elevation plans shown on the plans and/or in brochures are tentative and are likely to undergo change in course of construction. The Purchaser/s shall have no objection/ complaints whatsoever on the account.
- xi. The Purchaser/s is/are aware that there may be some down take lines such as drainage line, drinking water line, rain water harvesting, piped gas, etc. which may appear to be hanged above his/her/their parking and the Purchaser/s have no objection/complaints with respect to the same.
- xii. The Purchaser/s is/are hereby prohibited from raising any objection in the matter of allotment or sale accommodation / Unit / garage / car parking etc., on the ground of religion / caste / creed or nuisance / annoyance / inconvenience for any profession / trade / business etc. that has been or will be permitted by Law or by Local Authority in the concerned locality.
- xiii. In the event, the Ultimate Organization is handed over the administration of the property before the sale and disposal of all the accommodation / tenements in the building/s all the powers, authorities and right of the accommodation to Purchaser/s herein shall be always subject to the Developer's over all right to dispose of unsold Units and all other rights thereon, it is specifically agreed between the parties hereto that for the unsold Units / tenements / units the Developer herein shall and will not be liable or

required to contribute towards the common expenses or maintenance charge or any amount under any head towards the share in the common expenses in respect of the unsold tenements nor will be Developer or the new incoming Purchaser/s be liable and required to pay any transfer charges, premium, etc.

xiv. The Purchaser/s authorizes and empowers the Developer to make representation by executing such documents and forms as may be necessary, for procuring electricity connection, water connection and meter for the said Unit in the name of Purchaser/s, Municipal Assessment of the said Unit in the name of Purchaser/s. The Purchaser/s undertakes to bear all the expenses at actual for the same, as levied by the Competent Local Authority for entire financial year, even if the possession of the said Unit is taken later.

xv. The Purchaser/s understands that the work of the development and construction on the Project Land by the Developer may continue even after grant of possession of the said Unit to the Purchaser/s. The Purchaser/s shall not make any claims of any nature, relating to or on account of nuisance, annoyance, damages or compensation in this respect.

xvi. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said Unit or of Building/s or a part thereof. The Purchaser/s shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him/her/them and that all common, area and facilities as described in **Schedule-III** herein below will remain the property of the Developer until the conveyance.

xvii. Any delay tolerated or indulgence shown or commission on the part of the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Developer of any breach or non-compliance nor shall the same in any manner prejudice the rights of the Developer.

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

xix. The Purchaser/s herein represents, assures and declares that neither the Purchaser/s nor the members of the family are debarred or disentitled to acquire the said Unit under any statute, notification, and rule for the time being in force.

xx. The Purchaser/s herein is/are aware of the fact that the Developer herein has entered or will enter into similar or separate agreement/s with several other person/s and party/s. The Purchaser/s has/have/given his/her/their irrevocable consent for the same.

- xxi. The Purchaser/s has/have read and understood all the terms and conditions of indemnity bonds/undertakings, etc. given by the Developer to the Collector/Corporation or any other authority and terms and conditions mentioned in Commencement Certificate, NA order and Completion Certificate (if any) and Purchaser/s agrees that this agreement is subject to the said terms and are also binding on him/her/them.
- xxii. The Developer herein may be constructing the building/s on the Project Land in phases and Purchaser/s herein undertakes not to raise any objection on any ground whatsoever and shall not obstruct the construction in any manner.
- xxiii. The Developer shall have a first charge and/lien on the said Unit in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement. The Purchaser/s shall not part with the rights, title or interest created in the favour of the Purchaser/s vide these presents, unless and until the entire contractual dues mentioned herein, are paid by the Purchaser/s to the Developer.
- xxiv. The Developer shall be entitled to allot by way of lease or license a portion of the Project Land to any Government / Semi Government / Local authority / MSEDCL or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V. etc. The Purchaser/s shall not be entitled to raise any objection or grievance about the same.
- xxv. The Purchaser/s is/are fully aware that, if applicable as per MHADA, the Developer may have to construct some units in the project for MHADA and the Occupants/Purchaser/s of the MHADA units shall be member of the Society formed by the Developer for the entire project. Also the Occupants/Purchaser/s of the MHADA units shall be entitled to use and enjoy all the common areas and amenities provided by the Developer. The Occupants/Purchaser/s of the MHADA units shall be liable to bear necessary maintenance charges along with the other Unit/Unit Purchaser/s.
- xxvi. The Purchaser/s herein admits and agrees to always admit that, after delivery of possession of the Said Unit by the Developer to the Purchaser/s herein, it will always be presumed that, the developer had discharged and performed all his obligations except formation of proposed society and conveyance as stated hereto before in favour of such society in which the Purchaser/s herein will be member in respect of the Said Unit, under the said agreement and as well as under The Real Estate (Regulation and Development) Act, 2016 and rules made thereunder. The Purchaser/s herein does not have any claim or grievance of whatsoever nature against the Builder.
- xxvii. The Purchaser/s or other tenement holders in the building(s)/Wing(s) or Ultimate Organization or its successors are not entitled to change the aforesaid Project / scheme name and remove or alter Promoter's name board in any circumstances.

xxviii. The Developer is only responsible for providing the roads within the boundary wall of the Project and not outside the Project walls. The Purchaser/s is made well aware that the road on the East side of the Project will be developed by the PCMC as per its development plans. The Purchaser/s shall not pressurise the Developer for the development of the same or to pursue the same at the PCMC office. However, the Developer, at its own option but not being obliged to do so, may do minor levelling work for such road till PCMC develops it.

xxix. To maintain the beauty and sanctity of the project, the purchaser/s as part of the collective body, shall strive earnestly to re-paint the buildings/ wings of the said project every 03 years and also strive earnestly to fill the cracks and crevices which may develop due to inclement weather conditions.

33. INVESTOR'S CLAUSE:

The Parties hereto confirm that the Purchaser/s has/have agreed to Purchase the said Unit as an Investor and hence the Purchaser/s reserve his/her/their right to claim stamp duty set of/adjustment of the amount already paid of these presents in the event the Purchaser/s resells the said Unit to a subsequent Purchaser/s. That as per the amended provisions of the Maharashtra Stamp Act 1958, the Investor Unit Purchaser is entitled to the Stamp Duty benefit.

34.NAME OF THE PROJECT:

The name of the Project shall be “**Millennium Emirus**” and this name shall not be changed without the written consent of the Developer.

35.PROJECT FINANCE:

- i. The Purchaser/s hereby consent/s and authorize/s the Developer for raising any finance by way mortgage or the Project Land or scheme or any portion thereof, as and when so deemed necessary by the Developer.
- ii. The Purchaser/s may obtain finance from any Bank/Financial institution or any other source for purchase of the Unit, but the Purchaser/s obligation to purchase the Unit pursuant to this Agreement shall not be contingent on the Purchaser/s ability or competency to obtain such finance and the Purchaser/s will remain bound by the terms of this Agreement. The Purchaser/s hereby agrees that in case he has availed any loan facility for the purchase of Unit, then upon execution and registration of Conveyance Deed in respect of the Unit, the original Conveyance Deed shall be received by the Developer on behalf of the Purchaser/s from the Registration Office directly and shall be deposited with the concerned lending institution to create equitable mortgage on the Unit in accordance with the terms of grant of the loan.

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

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

SCHEDULE I DESCRIPTION OF THE PROJECT LAND

All that piece and parcel of an area admeasuring 00 Hectare 50 Ares consisting of

- A) An area admeasuring **00 Hectare 29.01 Are** carved out of area admeasuring 00 Hectare 56.58 Ares carved out of land totally admeasuring 00 Hectare 62 Are plus Potkharab 00 Hectare 01 Are having an assessment of Rs. 02.37 paise, bearing **Survey No. 181 Hissa No. 2,**
- B) An area admeasuring **00 Hectare 20.99 Are** carved out of area admeasuring 00 Hectare 57 Ares carved out of land totally admeasuring 00 Hectare 59 Are plus Potkharab 00 Hectare 01 Are having an assessment of Rs. 02.19 paise, bearing **Survey No. 181 Hissa No. 3,**

Both lying being and situated at Village Wakad, Taluka Mulshi, Dist. Pune, collectively bounded as follows :-

On or towards –

East : By remaining land in Survey No. 181/2 and Survey No. 181/3;
 South: By Property of Mount Vert Society;
 West : By Datt Mandir, Dange Chowk Road;
 North: By Survey No. 181/1.

Along with all the privileges, rights, easements and appurtenances belonging thereto.

SCHEDULE-II

Specification

- **Structure**

Earthquake Resistant RCC Structure

- **Masonry**

External & Internal ACC Block Walls as per Green Building Code

- **Flat Entrance Lobby**

High Quality Both Side Laminated Pine Wood Door with rubber gasket Moulded Door Frame, Proper Space for Shoe Cabinet, False Ceiling with Panel light

- **Living/Dining:**

Flooring : 800 X 800 mm Vitrified Double Charge Tiles & 600 X 600 mm Anti - skid Vitrified Tiles in Balcony

Walls : Gypsum Finish Plaster with Acrylic Emulsion Paint

Ceiling : False ceiling with LED Panel Lights and Fan

Electrical : Concealed Copper wiring, Modular Switches, Video Door Phone, Intercom, Ample Light Points, TV Point, Telephone Point, AC Point, 5 Amp Multi Plug Point in Balcony

Balcony : Glass Railing, Spacious Balcony, Powder coated Aluminium Sliding Door with Mosquito Net, Granite Shelf

· **Master Bedroom 1:**

Flooring : 800 X 800 mm Vitrified Double Charge Tiles

Walls : Gypsum Finish Plaster with Acrylic Emulsion Paint

Ceiling : False ceiling with LED Panel Lights and Fan

Electrical : Concealed Copper wiring, Modular Switches, Fan, LED Tube Light, Ample Light Point, AC point

Doors : High Quality Both Side Laminated Pine Wood Door with rubber gasket Moulded Door Frame

Balcony:

Flooring : 600 X 600 mm Anti-skid Vitrified Tiles

Walls : Rough Plaster with Superior Quality Synthetic Based Paint

Electrical : 5 Amp Multi Utility Plug Point

Doors : Powder coated Aluminium Sliding Door with Mosquito Net

Railing: Toughened glass

· **Master Bedroom 2:**

Flooring : 800 X 800 mm Vitrified Double Charge Tiles

Walls : Gypsum Finish Plaster with Acrylic Emulsion Paint

Ceiling : False ceiling with LED Panel Lights and Fan

Electrical : Concealed Copper wiring, Modular Switches, Fan, LED Tube Light, Ample Light Point, AC Point

Doors : High Quality Both Side Laminated Pine Wood Door with rubber gasket Moulded Door Frame

Window: Bay window with Powder coated Aluminium Sliding Window with Mosquito Net, Frames & MS safety grills

· **Master Toilet 1 & 2:**

Walls : 1200 X 600 mm Vitrified Tiles up to Lintel Level

Flooring : 600 X 600 mm Vitrified Tiles

Counter : Vitrified Slab counter with Wash Basin

Fitting / Fixtures: Wall Mounted Commode, Jaguar make Diverter for Shower and Spout, Health Faucet etc.

Electrical : LED Tube Light, 5 Amp, 15 Amp Switch & Socket

Other : Provision for Geyser Point and Exhaust Fan Point

Doors : High Quality Both Side Laminated Pine Wood Door with Composite Door Frame of Wood & vitrified slab

· **Kid's Bedroom:**

Flooring : 800 X 800 mm Vitrified Double Charge Tiles

Walls : Gypsum Finish Plaster with Acrylic Emulsion Paint

Window : Powder coated Aluminium Sliding Window with Mosquito Net, Frames & MS safety grills

Ceiling : False ceiling with LED Panel Lights and Fan

Electrical : Fan, LED Tube Light, Ample Light Point, AC Point, Switch & Socket for Study Table

Doors : High Quality Both Side Laminated Pine Wood Door with rubber gasket Moulded Door Frame

· **Common Toilet**

Walls : 300 X 600 mm Ceramic Tiles up to Lintel Level

Flooring : 600 X 600 mm Anti - Skid Ceramic Tiles

Fitting / Fixtures: Wall Mounted Commode, Jaguar make Diverter for Shower and Spout, Health Faucet etc.

Electrical : LED Tube Light, 15 Amp Socket, Geyser Point & Exhaust Fan Point

Doors : High Quality Both Side Laminated Pine Wood Door with Composite Door Frame of Wood & Vitrified slab

· **Kitchen:**

Flooring : 800 X 800 mm Vitrified Double Charge Tiles & 600 X 600 mm Anti-skid Vitrified Tiles for Dry Balcony

Platform : L Shape Vitrified slab

Walls : 300 X 600 mm Ceramic Tiles above Kitchen Platform

Sink : One SS Sink on L Shape Platform & Additional SS Sink with vitrified slab in Dry Balcony

Window : Powder coated Aluminium Sliding Window with Mosquito Net, Frames & MS safety grills

Electrical : Ample Light Point for appliances like - Chimney, Fridge, Oven, Food Processor, Water Purifier, Exhaust Fan & Washing Machine

Other : Modular Kitchen Cabinets, Dedicated Space for Fridge

· **Common Passage:**

Flooring : 800 X 800 mm Vitrified Double Charge Tiles

Counter : Vitrified slab counter with Wash Basin

Electrical : 5 Amp Switch & Socket, 15 Amp Switch for Geyser

Other : Dedicated Space for Inverter and Internet Router with Point

Ceiling: False ceiling with panel light

SCHEDULE-III

Amenities:-

- Club House/Multipurpose Hall
- Landscaped Garden
- Baby Pool
- Kids Play Area
- High Speed Fully Automated Lifts with ARD System
- CCTV Coverage
- Water Saving Flush valves and low flow fixtures in toilets for water conservation
- Garbage Chutes

- Sewage Treatment Plant
- Power Backup for Common Area
- Elegant Entrance Lobby
- Energy Saving Led Lighting for Common areas
- Integrated Fire Fighting System
- Rain Water Harvesting
- Texture Finish Water Repellent paint for External walls
- Multipurpose Court
- Party Lawn
- Flag hoisting Area
- Security Cabin
- Attractive Entrance Gate
- Provision for EV Vehicle Charging Point for each Unit (Only electrical point no Charger)
- Common washroom in campus
- DG Backup
- Solar PV panels for common area lights
- VDP

Rooftop Amenities

- Toddlers Play Area
- Yoga Area
- Well-equipped AC Gymnasium
- Party Lawn
- Zumba Area
- Society Office
- Meditation Area
- Gazebo
- Stage
- Walkway
- Creche
- Senior Citizen Sitting Area
- Chit Chat Corner
- Carrom games
- Table Tennis

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____

in the presence of WITNESSES:

1. Name _____

Signature _____

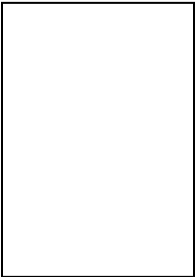
2. Name _____

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED Promoter:

(1) _____

(Authorized Signatory)



in the presence of WITNESSES:

1. Name _____

Signature _____

2. Name _____

Signature _____

Note – Execution clauses to be finalized in individual cases having regard to the constitution of the parties to the Agreement.

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B'
FLOOR PLAN OF THE APARTMENT
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:
Datedday 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 Vendor/Lessor/Original Owner/Promoter to the 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 Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved 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)

Received of and from the Allottee above named the sum of Rupees on execution of this agreement towards Earnest Money Deposit or application fee

I say received.

The Promoter/s.