



ARTICLES OF AGREEMENT

Made and executed on this ----- day of January, 2023, at Pune.

M/s. Kirik Enterprises,
(PAN : AAPFK0643Q),
A Partnership firm registered under the
provisions of Partnership Act 1932
Having its registered office at : Office Nos. 1 & 2, 'Krishnaji',
154, Bhusari Colony, S.No. 78, Paud Road, Kothrud, Pune : 411 038.
Through its Partner/s,
(1) Mr. Anand Murlidhar Kulkarni,
(PAN : AKVPM7763K)
(AADHAR : 3742 2631 7815)
Age : About 62 Years, Occupation : Engineer,
AND / OR
(2) Mr. Saurabh Anand Kulkarni,
(PAN : DGVPM6782D)
(AADHAR : 8202 4671 0861)
Age : About 30 Years, Occupation : Engineer,
Both Residing at : 'Kulashree', 45, Rajendranagar,
Navi Peth, Pune : 411 030.

HEREINAFTER called or referred to as "the Developer", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Developer herein above named as also his heirs, successors, executors and administrators assignees, transferees, and also his successor-in-title and or in-business)
.....THE PARTY OF THE FIRST PART.

AND

Mr. -----,
(PAN : -----)
Age : About ----- Years, Occupation : -----,
Age : About ----- Years, Occupation : -----,
Both residing at : -----
-----.

HEREAFTER called or referred to as '**the Unit Purchaser/s**' or as '**the Allottee/s**' as the context may require or permit (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Unit Purchaser/s / Allottee/s above named, as also his/her/their respective heirs, successors, executors and administrators) THE PARTY OF THE SECOND PART.

AND

VARUN ENCLAVE CO-OPERATIVE HOUSING SOCIETY LIMITED,
(PAN : AADAV0389D)
(Reg. No. : PNA/PNA(1)/HSG(TC)/6870/2004-2005, dated 02/08/2004)
A Society registered under the Maharashtra Co-operative Societies Act. 1960.
And having its office at : S.No. 94/95, Plot No. 28, Bhusari Colony,
Kothrud, Pune – 411 038.
All through its duly constituted attorney,
M/s. Kirik Enterprises,
(PAN : AAPFK0643Q),
A Partnership firm registered under the
provisions of Partnership Act 1932
Having its registered office at : Office Nos. 1 & 2, 'Krishnaji',
154, Bhusari Colony, S.No. 78, Paud Road, Kothrud, Pune : 411 038.
Through its Partner/s,
(1) Mr. Anand Murlidhar Kulkarni,
(PAN : AKVPK7763K)
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(PAN : DGVPK6782D)
(AADHAR : 8202 4671 0861)
Age : About 30 Years, Occupation : Engineer,
Both Residing at : 'Kulashree', 45, Rajendranagar,
Navi Peth, Pune : 411 030.

HEREINAFTER called or referred to as "the Land Owner" and or as "the Consenting Party" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Land Owner and or the Consenting Party above named as also her heirs, successors, executors and administrators).....
.....THE PARTY OF THE THIRD PART.

WHEREAS on or before 1984 one Mr. Bhagwandas Hukumchand Chhajed was the owner of all that piece and parcel of land bearing Plot No. 28, admeasuring about 617.70 sq. mtrs., from out of a sanctioned layout, laid on S.No. 94, Hissa No. 8/1, 8/2, 9, 10/1, 10/2, 11, 12+95/3+4, of Village Kothrud, Taluka Haveli, District Pune (hereinafter called or referred to as the Said Land) and the said Mr. Bhagwandas Hukumchand Chhajed had purchased the said Land from Mr. Gajanan Keshav Mule and Mrs. Sudha Gajanan Mule by a Sale Deed dated 19/02/1983, which is duly registered in the office of Sub Registrar Haveli No. 1, Pune at Serial no 1108/1983, and effect of the said transaction was given to the relevant revenue records of the said land by 6D Mutation Entry Bearing No. 10520. However the said 6D Mutation Entry bearing No 10520 is reflecting only on 7/12 extracts of the said Land for the period of 1989 to 2015 and it is not reflecting on computerized 7/12 Extracts of the Said Land for the period of 2016 to 2022.

AND WHEREAS it appears that the necessary Non-Agricultural permission in respect of a sanctioned layout, laid on S.No. 94 Pt., 95 Pt., 96 Pt., 97 Pt. of Village Kothrud, Taluka Haveli, District Pune is issued by the office of the Collectorate Pune, (Revenue Branch), Pune by its order bearing No. JWS/I/1491/72, Poona 1, dated 29/09/1972.

AND WHEREAS the said Mr. Bhagwandas Hukumchand Chhajed got the necessary building plans prepared from its Architects and have got the same duly sanctioned and or approved from the Pune Municipal Corporation, Pune under Commencement Certificate bearing No. 4042, dated 16/02/2002;

AND WHEREAS said Mr. Bhagwandas Hukumchand Chhajed in his capacity as a Proprietor of Varun Associates (hereinafter called or referred to as the Earlier Promoter) had commenced the construction of multi-storied building named and styled as Varun Enclave as per plans sanctioned by Pune Municipal Corporation, Pune;

AND WHEREAS the said Earlier Promoter has by various agreement to sell, agreed to sell 11 Residential Units and 6 Shops in the said building named and styled as Varun Enclave then being constructed on the said Land to the third party intending purchasers.

AND WHEREAS the said Earlier Promoter had completed the development of the said Land by constructing a multi-storeyed building as per plans sanctioned by Pune Municipal Corporation and had also obtained a Completion/Occupation Certificate for the same from the Pune Municipal Corporation by its Completion/Occupation Certificate No.0004161, bearing its Outward No. BCO/14/5/66, dated 14/06/2004.

AND WHEREAS the said Earlier Promoter along with the various purchasers of various units in the said building named and Styled as Varun Enclave have formed a Co-operative Housing Society known as Varun Enclave Co-operative Housing Society Limited, (PAN : AADAV0389D) (Reg. No. : PNA/PNA(1)/HSG(TC)/6870/2004-2005, dated 02/08/2004) A Society registered under the Maharashtra Co-op. Societies Act. 1960 And having its office at : S.No. 94/95, Plot No. 28, Bhusari Colony, Kothrud, Pune : 411 038 i.e. the Present Owner Society.

AND WHEREAS it appears from the perusal of the 6D Mutation Entry bearing No. 19831 that, by the order of the Hon'ble Tahasildar Haveli, Pune bearing No. RTS-64/3A/9/2015, dated 03/10/2015 correction was made in the various survey Numbers of Village Kothrud, Taluka Haveli, District Pune as per the Alpha Numerical Method and the Old Survey Number of Plot No. 28, from out of a sanctioned layout, laid on Survey Number 94, Hissa No. 8/1, 8/2, 9, 10/1, 10/2, 11, 12+95/3+4, was given New Number i.e. Survey No. 94/A/95/Plot No. 28 and effect of the same was given to the relevant revenue records of the Said Land.

AND WHEREAS the said Earlier Promoter viz. Mr. Bhagwandas Hukumchand Chhajed in his capacity as a Proprietor of Varun Associates has by a Sale Deed, dated 02/01/2005, transferred all that piece and parcel of land bearing Plot No. 28, admeasuring about 617.70 sq. mtrs., from out of a sanctioned layout, laid on Survey No. 94, Hissa No. 8/1, 8/2, 9, 10/1, 10/2, 11, 12 + 95/ 3 + 4, (As per recent 7/12 Extract S.No. 94/A/95/Plot No. 28), situate at Village Kothrud, Taluka Haveli, District Pune, along with the building comprising of 11 Residential Units and 6 Shops, standing on the said Land, to and in favour of the Present Owner Society viz. Varun Enclave Co-operative Housing Society Limited, which Sale Deed is duly registered in the Office of Sub Registrar, Haveli No. 4, Pune on 26/04/2005 at Serial No. 2861/2005, and the name of the present Owner Society is duly recorded as the Owner thereof in the relevant revenue records of the said land by 6D Mutation Entry Bearing No. 21611.

AND WHEREAS as per Zone Certificate, dated 23/2/2022, bearing its outward No. ZC202123210326236, issued by Pune Municipal Corporation, Pune it appears that the Said Land is in Residential Zone.

AND WHEREAS the said Owner Society has made a final voting in front of Co-operative Registrar and all the necessary in camera proceedings / formalities etc. were complied with on 10/10/2021 and accordingly the Co-operative Registrar has issued No Objection Certificate dated 16/11/2021, bearing No. Ja. Kra. U.Ni.Pu.Sha (1)/Vaidha/ Punarvikas/ Varun Enclave/ Gruha/ Naharkat/ San 21/2875 for executing a Redevelopment Agreement with the Developer herein.

AND WHEREAS further in Special General Meeting dated 13/1/2022, the existing members of the Owner society have passed a resolution and have appointed a 9 of its members viz. (1) Mr. Hrishikesh Kishor Kulkarni, (2) Mr. Balkrishna Dada Rithe, (3) Mr. Sandeep Chandrashekhar Pawar, (4) Mr. Santosh Yashwant Bharekar, (5) Mr. Prabhakar Narayan Jadhav, (6) Mr. Sanjay Madhukar Pawale, (7) Mr. Ravindra Vitthal Kakade, (8) Mr. Dilip Sadanand Sapte and (9) Mrs. Mangal Ravindra Shinde, jointly empowering them to execute all acts, deeds, matters and or things on half of the owner society in the matter of such redevelopment of the Said Land owned by the owner society.

AND WHEREAS the Owner Society has by Redevelopment Agreement dated 05/03/2022 granted exclusive redevelopment rights relating to and in respect of the Said Land and along with the building standing thereon and comprising of 11 Residential Units and 6 Shops unto and in favour of the Developer herein and which Redevelopment Agreement dated 05/03/2022 is duly Adjudicated in the office of Collector of Stamps and Joint District Registrar, Pune City in Adjudication case No. 204/2022 and is duly registered in the office of Sub Registrar Haveli No 22, Pune on 17/06/2022 at Serial No. 9895/2022. AND The Present Owner Society also has executed the necessary Irrevocable Power of Attorney, dated 17/6/2022, to and in favour of the Developer herein vesting in it all powers mentioned therein , which Power of Attorney is duly registered in the Office of Sub Registrar, Haveli No. 22, Pune, on the same day at Sr. No. 9897/2022.

AND WHEREAS as per the said Redevelopment Agreement dated 05/03/2022, in consideration of the Grant of the Redevelopment rights, the Developer herein has agreed to construct for and allot to the respective Existing Members residential units bearing No. 201, 202, 204, 301, 302, 304, 402, 403, 502, 503, 602, 603, and 702 and commercial unit/s bearing Shop No. 1, 2, 3, 4, 5 and 6, and Office No. 1, 2, 3, 4, 5, and 6 (Which offices were numbered as shop No. 1A, 2A, 3A, 4A, 5A and 6A in the Redevelopment Agreement dated 05/03/2022) in the building proposed to be constructed by the Developer on the Said Land, (hereinafter referred to as the "**Members' Blocks**"), by using, utilizing and consuming the FSI retained by the given Existing Member and/or by way of exchange or otherwise transfer;

AND WHEREAS after allotting the abovementioned units to the respective members, the other units comprising of the surplus areas from out of such new building excluding common areas is available to the Developer herein for sale, to third party intending purchasers in the open market as per the terms and conditions of the Said Redevelopment Agreement dated 05/03/2022.

AND WHEREAS by the said above mentioned Redevelopment Agreement the said Developer herein has acquired the development rights in respect of the said in respect of the said Plot of land along with constructed portion standing thereon and which property is more particularly described in Para 1 hereinabove referred;

AND WHEREAS in this manner the Developer herein has acquired all the rights, title and interests of the development of the said parcel of land, under the said Development Agreement and an Irrevocable Power of Attorney above referred to;

AND WHEREAS the said Developer has also got the necessary building plans prepared from its Architects and got the same duly sanctioned from the Pune Municipal Corporation, Pune under its Commencement Certificate bearing No. CC/2068/22, dated 09/11/2022;

AND WHEREAS the Developer intends to develop the said land by naming the said development scheme as "-----" by constructing building/s consisting of residential Units along with the various Units to be constructed for the Land Owner herein, as per the said Development Agreement above referred to;

AND WHEREAS the Developer herein has entered into a Standard Agreement with the Architects registered with Council of Architects and such Agreement is as per the Agreement prescribed by Council of Architects and has also entered into an Agreement with the Structural Engineers for the preparation of structural design and drawings of the building/s named and styled as "-----" and the Developer has accepted the professional supervision of such Architect/s and Structural Engineers till completion of said buildings;

AND WHEREAS the Developer has furnished the necessary information with the concerned Maharashtra Real Estate Regulatory Authority and have registered the said Project under the provisions of the Real Estate (Regulation and Development) Act of 2016, with the Maharashtra Real Estate Regulatory Authority and have obtained the necessary Certificate for Registration bearing Serial No. -----, dated ----- and a copy of the same is annexed hereto and is marked as Annexure 'E' forming a part hereof;

AND WHEREAS, for good and sufficient reasons, the Developer herein has by a mortgage Deed dated -----, mortgaged the said Land and building being constructed thereon excluding the units to be constructed for the existing members of the Owner Society from out of the said Project known as "-----", with -----

Bank,----- Branch, Pune, (hereafter for the sake of brevity called as the Mortgagee Bank), which Mortgage Deed, dated -----, is duly registered in the Office of Sub Registrar, Haveli No. -----, Pune on the same day at Sr. No. ----- /2023.

AND WHEREAS in this manner the Developer herein is entitled to develop the said land mentioned in Schedule I hereunder written and is also entitled to enter into various agreement/s for the sale of various units, which may become available to the Developer for sale from out of the total units to be constructed on said total plot of land and or on account of TDR that may be purchased by the Developer herein to enable it/them to utilize the same on the said land during the course of development of the said land, to various intending third party purchasers all in accordance with the terms and subject to conditions of the said Development Agreement above referred to;

AND WHEREAS the said Unit Purchaser/s / Allottee/s demanded from the Developer herein and the Developer herein has given inspection to the said Unit Purchaser/s / Allottee/s herein, of all documents of title relating to the said Land, the sanctioned plans and Designs prepared by the Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act of 2016 (hereinafter referred to as 'the said RERA Act') and the Rules made there under and the Purchaser/s is/are satisfied about the same;

AND WHEREAS the Copies of Certificate of Title and Search Report issued by the Attorney at law of the Developer herein, copies of Property Card or extracts of Village Forms VI, VII-XII, or any other relevant revenue record showing the nature of title of the said Land Owners and the Consenting Party herein, to their respective portions from out of the said Plot of land or in respect of the said land of land, on which the said Units/units are to be constructed and the nature of title of the Developer herein to the said project lands on which the said Units are constructed / to be constructed are annexed hereto as Annexures A and B respectively and the said Unit Purchaser/s / Allottee/s is/are satisfied about the marketable title of the Land Owners/the Consenting Party herein to the said total property and every part thereof;

AND WHEREAS and a copy of the current 7/12 Extract of the said Land is annexed hereto and collectively marked as Annexure B and the same are forming part hereof and the rights, title and interests of the Developer herein in respect of the said land mentioned in Schedule I hereunder written, subject to all that is stated herein, are free, clear and marketable and are free from all reasonable doubts and or encumbrances and that the said land is not the subject matter of any pending dispute;

AND WHEREAS the Developer has got some of the approvals from the concerned local Authorities 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/s;

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 Developer while developing the said 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 Developer has accordingly commenced construction of the said building/s in accordance with the said sanctioned plans;

AND WHEREAS the said Unit Purchaser/s / Allottee/s has/have been provided by the Developer with copies of all documents necessary for verification of title and that, before execution of the Agreement, the said Unit Purchaser/s / Allottee/s has/have properly got such title verified and has/have satisfied himself /herself/ themselves in respect of the marketable title of the Developer in respect of the said land of land and the said Unit Purchaser / Allottee has applied to the Developer for allotment of a Residential Unit bearing No. -----, admeasuring about ----- sq. mtrs. carpet along with the adjoining enclosed Balcony/ Veranda admeasuring about ----- sq. mtrs. carpet along with adjoining terrace admeasuring about ----- mtrs. carpet situate on the ----- Floor, of Building scheme named and styled as '-----' (which measurements are as per the Architectural calculations/ measurements and the Purchaser/s herein and has no complaints about the same), being constructed on all that piece and parcel of land bearing All that piece and parcel of land bearing Plot No. 28, admeasuring about 617.70 sq. mtrs., from out of a sanctioned layout, laid on S.No. 94, Hissa No. 8/1, 8/2, 9, 10/1, 10/2, 11, 12+95/3+4, (As per recent 7/12 Extract S.No. 94/A/95/Plot No. 28), situate at Right Bhusari Colony, Village Kothrud, Taluka Haveli, District Pune, within limits of the Pune Municipal Corporation and within the jurisdiction of Sub Registrar Haveli, District Pune ne (hereafter for the sake of brevity called or referred to as 'the Plot of land' or as 'the said Plot of land' as the context may require or permit) all of which total land is more particularly described in Schedule - I hereunder written, all of which Unit is hereafter called or referred to as 'the Unit' or as 'the said unit' and the same is more particularly described in Schedule III hereunder written, and the same is more particularly delineated on the map or plan marked as Annexure 'C', forming part hereof and the details of the Specifications of the said Unit agreed to be purchased by the said Unit Purchaser/s / Allottee/s has been annexed hereto and is marked as Annexure D;

AND WHEREAS the carpet area of the said Unit is ----- sq. mtrs. and "Carpet Area" means the net usable Floor area of the said Unit, excluding the area covered by the external walls, area under services shafts, exclusive balcony - either enclosed or unenclosed and appurtenant to the said Unit for exclusive use of the said Unit Purchaser / Allottee or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the said Unit Purchaser/s / Allottee/s, but includes the area covered by the internal partition walls and columns of the said Unit;

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each others 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 terms and conditions appearing hereinafter;

AND WHEREAS the Purchaser/s is/are aware of the fact that the Developer has entered or will enter into similar and / or separate Agreement/s with several other Purchaser/s, persons and parties in respect of the said Unit/s, in the said building/project;

AND WHEREAS prior to the execution of these presents the said Unit Purchaser/s / Allottee/s has/have paid to the Developer herein a sum of Rs. -----/- (Rs. -----only) in the manner more particularly setout hereunder written, being the part payment of the total agreed sale price or consideration of the said Unit agreed to be sold by the Developer herein to the said Unit Purchaser/s / Allottee/s or as the application fees (the payment and receipt whereof the Developer herein does hereby admit and acknowledge) the said Unit Purchaser/s / Allottee/s / the said Unit Purchaser/s / Allottee/s has / have agreed to pay the balance of the agreed consideration or price in the manner hereafter appearing;

AND WHEREAS, U/s. 13 of the said RERA Act, the Developer is required to execute a written Agreement for the sale of the said Unit with the said Unit Purchaser/s / Allottee/s, being in fact these presents and also is required to register the said Agreement under the Registration Act of 1908;

AND WHEREAS in accordance with the terms and conditions setout in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the said Unit Purchaser/s / Allottee/s hereby agree to purchase the said Unit along with the covered parking space, if availed;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT AND IT IS HEREBY AGREED TO BY AND BETWEEN THE PARTIES HERETO as follows :-

1. The Developer has made full and true disclosure of the title of the said land mentioned in Schedule I hereunder written as well as the encumbrances, if any, known to the Developer. The Developer has also disclosed to the Purchaser/s nature of the right, title and interest and right to construct and sell various units in various building/s on the said land of land of the Developer.
2. The Purchaser/s herein after shall not be entitled to challenge or question the title of the Developer and the right of the Developer to enter into this Agreement. The Developer is to construct the said building/s consisting of parking under stilts and upper floors on the said land of land more particularly described in Schedule I hereunder written in accordance with the plans, design, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Developer considered necessary or as required by the concerned local authority/ government to be made in them or any of them. The Developer herein further states that the images of elevation, floor plans colours, etc., shown in the project brochure are artistic rendition and the same may vary with respect to the actual details provided. The specifications written in this agreement vide Annexure 'D' shall supersede those written anywhere else.
- 3.1 The Developer hereby agree/s to construct the said total building/s comprising of parking area under stilts and upper floors on top thereof on the said lands in accordance with said sanctioned building plans, designs and specifications as approved by the concerned local Authority from time to time.
- 3.2 The Promoter herein agrees to take a consent from Unit Purchaser/s / Allottees for the modification and revision of the sanctioned building plans.
- 4.1 The said Unit Purchaser/s / Allottee/s hereby agree to purchase from the Developer and the Developer hereby agrees to sell to the said Unit Purchaser/s / Allottee/s herein, after the said Unit Purchaser / Allottee has applied to the Developer for allotment of a Residential Unit bearing No. -----, admeasuring about ----- sq. mtrs. carpet along with the adjoining enclosed Balcony/ Veranda admeasuring about -- ---- sq. mtrs. carpet along with adjoining terrace admeasuring about ----- mtrs. carpet situate on the ----- Floor, of Building scheme named and styled as '----- -----' (which measurements are as per the Architectural calculations/ measurements and the Purchaser/s herein and has no complaints about the same), being constructed on all that piece and parcel of land bearing All that piece and parcel of land bearing

Plot No. 28, admeasuring about 617.70 sq. mtrs., from out of a sanctioned layout, laid on S. No. 94, Hissa No. 8/1, 8/2, 9, 10/1, 10/2, 11, 12+95/3+4, (As per recent 7/12 Extract S.No. 94/A/95/Plot No. 28), situate at Right Bhusari Colony, Village Kothrud, Taluka Haveli, District Pune, within limits of the Pune Municipal Corporation and within the jurisdiction of Sub Registrar Haveli, District Pune (hereafter for the sake of brevity called or referred to as 'the Plot of land' or as 'the said Plot of land' as the context may require or permit) all of which lands are more particularly described in Schedule I hereunder written, all of which Unit is hereafter called or referred to as 'the Unit' or as 'the said unit' and the same is more particularly described in Schedule III here under written and the same is more particularly delineated on the map or plan marked as Annexure C, forming part hereof on what is properly known as 'Ownership Basis' at or for a total price or consideration of Rs. -----/- (Rs. ----- only), which includes the price of the abovementioned covered parking space, and proportionate price of the common areas and facilities appurtenant to the said Unit, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule II annexed hereto.

However, in addition to the said consideration, the purchaser herein has agreed to pay amount of Goods and Service Tax (GST) at the applicable rates.

The general arrangement for the parking area if shown in the annexed plan is accepted by purchasers. Vehicle parking spaces not under building line may be allotted to intending purchasers as restricted right of user without additional consideration and the purchaser hereby grants his/ her consent for such allotments.

- 4.2 The Purchaser/s agree/s not to question or challenge the said consideration the same having been settled on lump sum basis after considering all aspects and other terms of the Agreement, and the purchaser/s also agree/s that if for any reason it be held that allotment, if any, of the Car Park herein to the purchaser/s get/s cancelled then the purchaser/s shall not be entitled reduction in the agreed amount or compensation as price herein agreed, as the said amount of agreed consideration or price is only for the flat and allotment is made ex-gracia for beneficial enjoyment of the same, and the Purchaser/s further agree/s that the Purchaser/s will not challenge any allotment of any parking space made by the Developer to any other purchaser/s;
- 4.3 The Purchaser/s has/have on or before the execution of these presents paid an amount of Rs. -----/- (Rs. ----- only) as advance payment or application fee to the Developer herein as follows :-

No.	Amount	Particulars
1)	-----/-	Transferred by NEFT Procedure bearing its UTR. No. ----- -----, dated -----, through Purchaser's Banking Account with ----- Bank, Pune and the same is deposited into the Banking Account of the Developer herein.
2)	-----/-	Transferred by NEFT Procedure bearing its UTR. No. ----- -----, dated -----, through Purchaser's Banking Account with ----- Bank, Pune and the same is deposited into the Banking Account of the Developer herein.
Total	-----/-	(Rs. ----- only)

The receipt of which part consideration, the Developer herein does hereby own, admit and acknowledge and of and from the same and every part thereof does hereby acquit, discharge and release the Unit Purchasers / Allottees herein FOREVER.

4.4 The balance consideration of Rs. -----/- (Rs. -----
----- only) for the said Residential Unit has been customized on request of
the Purchaser/s and as mutually agreed by both the parties hereto, shall be as under :-

No.	Amount	Particulars
1)	-----/-	(about 10% of the total consideration) to be paid to the Developer for Advance towards Flat Booking.
2)	-----/-	(about 20% of the total consideration) to be paid to the Developer within 10 days from the date of the Execution of these presents.
3)	-----/-	(about 15% of the total consideration) to be paid to the Developer on commencement of the Plinth of the building or wing in which the said Unit is located.
4)	-----/-	(about 10% of the total consideration) to be paid to Developer on commencement of First Slab of the building or wing in which the said Unit is located
5)	-----/-	(about 5% of the total consideration) to be paid to Developer on commencement of Second Slab of the building or wing in which the said Unit is located
6)	-----/-	(about 5% of the total consideration) to be paid to Developer on commencement of Third Slab of the building or wing in which the said Unit is located

7)	-----/-	(about 5% of the total consideration) to be paid to Developer on commencement of Fourth Slab of the building or wing in which the said Unit is located
8)	-----/-	(about 5% of the total consideration) to be paid to the Developer on commencement of Fifth slab of the building or wing in which the said Unit is located.
9)	-----/-	(about 5% of the total consideration) to be paid to the Developer on commencement of Brickwork of the said Unit.
10)	-----/-	(about 5% of the total consideration) to be paid to the Developer on commencement of floorings of the said Unit.
11)	-----/-	(about 10% of the total consideration) to be paid to the Developer on commencement of the Sanitary fittings, Electrical Fitting and Lift Fittings of the floor level of the said Unit.
12)	-----/-	(about 5% of the total consideration) at the time of handing over of the possession of the said Unit to the said Unit Purchaser/s / Allottee/s / Allottees herein on or after receipt of the occupancy certificate or completion certificate from the concern plan sanctioning authority and upon Purchaser's clearing all dues on account of deposit, interest cost, charges, damages or otherwise.
Total	-----/-	(Rs. ----- only)

The Purchaser/s shall make all the payments to the Developer by Demand Draft or by local Cheques and or RTGS Transfers only, the details of the Developer Banking Account are as under :-

Name of the Bank	Account Number	Account Title AND Type	RTGS & IFSC Code	Branch
----- Bank	-----	Title - "-----" Type - RERA Collection Account	-----	-----

The payment schedule herein above mentioned has been mutually agreed by and between the parties herein and variation if any in the above mentioned schedule as from that prescribed in Maha RERA Rules is on account of the special price mutually agreed upon by and between the parties hereto.

- 4.5 It is made clear and agreed by and between the parties hereto that the Developer shall not be bound to follow, chronological order of any of the above mentioned / installments and that the Developer shall be at complete liberty to choose the chronology of the respective stages of the construction. The Purchaser/s agree/s that the Developer may merge or consolidate two or more installments in its discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said Unit is also arrived on the assurance of the Purchaser/s to abide by the above payment schedule only and it will not be altered by the Purchaser/s.
- 4.6 The Purchaser/s shall make all the payments to the Developer by RTGS/ NEFT/ Demand Draft and or by local Cheques. If the Purchaser/s makes the payment by outstation Cheques then the date of payment shall be treated as and when the same is credited to the account of the Developer and to the extent the said amount is credited by deducting the commission of the Bank. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Developer for such advance payments made by the Purchaser/s or Housing Finance Companies/Banks, etc.
- 4.7 It is hereby agreed that the time for payment as specified above is the essence of this Agreement and on failure of the Purchaser/s to pay the same on due dates, it shall be deemed that the Purchaser/s has/have committed breach of this Agreement and the Developer shall be entitled to take such action as they are entitled to take in case of breach / default of this agreement, including termination of this Agreement.
- 4.8 Without prejudice to the right of the Developer to take action for breach arising out of delay in payment of the installments on the due date, the Purchaser/s shall be bound and liable to pay interest at the rate at which the State Bank of India charges at the highest Marginal Cost of Lending Rate plus two percent, with quarterly rests on all amounts which become due and payable by the Purchaser/s to the Developer till the date of actual payment. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the Developer under this Agreement, nor shall be construed as condonation by the Developer on such delay. The amount of interest shall be calculated after completion of the respective stages above mentioned as per the letter of Architect of the Developer and the Purchaser/s has/have agreed to pay the same before asking for possession of the said Unit.

- 4.9 If at any time, after execution of this agreement the Central Government / State Government / Local Authority / Revenue Authority / any other authority / any court / Judicial authority / quasi judicial authority by way of any Statute / rule / regulation / notification / order / judgment / executive power etc. levies any tax/ duty / charges / premium / levies / cess / surcharge/demands/welfare fund or any fund / betterment tax / sales tax / transfer tax / turnover tax / works contract tax / goods and service Tax, penalties etc. and put in force or shall be in force prospectively or retrospectively, in respect of the said Unit or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid by the Purchaser. The Purchaser/s hereby indemnifies the Developer from all such levies, cost and consequences.
- 4.10 The Total Price is escalation-free, save and except escalation / increase, 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 Developer undertakes and agrees that while raising a demand on the said Unit Purchaser / Allottee for increase in Development charges, costs or levies imposed by the Competent Authorities etc. the Developer shall enclose the said notification / order / rule / regulation published/ issued in that behalf to that effect along with the demand letter being to the said Unit Purchaser/s / Allottee/s, which shall only be applicable on subsequent payments.
- 4.11 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 3% (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 4.1 of this Agreement.
- 4.12 The said Unit Purchaser / Allottee authorizes the Developer 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 Developer may in its sole discretion deem fit and the said Unit Purchaser / Allottee undertakes not to object/ demand/direct the Developer to adjust his payments in any manner.

- 5.1 The Developer 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 said Unit Purchaser/s / Allottee/s, obtain from the concerned local authority Occupancy and/or Completion Certificates in respect of the Apartment.
- 5.2 Time is essence for the Developer as well as for the said Unit Purchaser / Allottee. The Developer shall abide by the time schedule for completing the project and handing over the said Unit to the said Unit Purchaser / Allottee and the common areas to the association of the said Unit Purchaser / Allottees after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the said Unit Purchaser / Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided herein above.
- 5.3 The Developer herein hereby declare that the currently permissible Floor Space Index available in respect of the said land is ----- and that no part of the said FSI has been utilized by the Developer herein elsewhere for any purpose whatsoever. However the Developer herein shall be entitled to utilize the permissible unutilized FSI from out of the said total layout to the permissible extent and or the Transferable Development Rights (TDR) that may be available in respect of the portion of the land covered under road widening, acquisition as and when the same is made available for use to the Developer herein and or is entitled to purchase additional Transferable Development Rights (TDR), from the open market and is entitled to utilize the same on the said Land the Developer herein has purchased / is entitled to use balance unutilized FSI/ to purchase additional TDR from the open market and is entitled to utilize the same on the said land for construction of various units.
- 6.1 If the Developer fails to abide by the time schedule for completing the project and handing over the said Unit to the said Unit Purchaser/s / Allottee/s, the Developer agrees to pay to the said Unit Purchaser/s / Allottee/s, who does not intend to withdraw from the Project, interest as specified in the Rule, on all the amounts paid by

the said Unit Purchaser/s / Allottee/s, for every month of delay, till the handing over the possession. The said Unit Purchaser / Allottee agrees to pay to the Developer, interest as specified in the Rule, on all the delayed payment which become due and payable by the said Unit Purchaser / Allottee to the Developer under the terms of this Agreement from the date the said amount is payable by the said Unit Purchaser / Allottee (s) to the Developer.

- 6.2 Without prejudice to the right of Developer to charge interest as mentioned hereinabove, On the said Unit Purchaser/s / Allottee/s committing default in payment on due dates of any amount which is due and payable by the Purchaser/s to the Developer under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authorities and other outgoings) above referred to, and on the Purchaser/s committing three defaults of payment of installments or on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Developer shall be entitled at its own option to terminate this agreement;

Provided that, Developer shall give notice of fifteen days in writing to the said Unit Purchaser/s / Allottee/s, by Registered Post AD at the address provided by the said Unit Purchaser / Allottee and mail at the re-mailed address provided by the said Unit Purchaser/s / Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the said Unit Purchaser / Allottee fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.

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

7. 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 Developer in the said building and the Apartment as are set out in Annexure "D" annexed hereto. For proper up-keep and maintenance of Passenger Elevator, the Developer and the Passenger Lift Vendor have entered into Maintenance Contract for a period mentioned in such contract and the occupants shall be bound to join the developer to honour this contract.

- 8.1 The Developer has declared to the Maharashtra Real Estate Regulatory Authority that the completion date of the project is ----- and However the Developer herein has agreed to give possession of the Apartment to the said Unit Purchaser / Allottee on or before ----- . If the Developer fails or neglects to give possession of the Apartment to the said Unit Purchaser / Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the said Unit Purchaser / Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 6.1 herein above from the date the Developer received the sum till the date the amounts and interest thereon is repaid.

Provided that the Developer 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 said unit is to be situated is delayed on account of -

- i. War, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project.
 - ii. Any stay, or injunction orders relating to the real estate project from any court of law or tribunal, competent authority, statutory authority, high power committee notice or any order, rule, notification of the Government and/or other public or competent authority/court.
- 8.2 If, however, the completion of the Project is delayed due to the abovementioned conditions then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the said Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to above mentioned conditions, then this allotment shall stand terminated, and the Developer herein shall refund the money paid by the Allottee to the Developer herein without any interest.
- 9.1 Procedure for taking possession - the Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the said Unit Purchaser / Allottee as per the agreement shall offer in writing the Possession of the said Unit, to the said Unit Purchaser / Allottee in terms of this Agreement to be taken within 3 (Three) months from the date of issue of such notice and the Developer shall give possession of the said Unit to the said Unit Purchaser / Allottee. The Developer agrees and undertakes to indemnify the said Unit Purchaser / Allottee in case of

failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The said Unit Purchaser/s / Allottee/s agree (s) to pay the maintenance charges as determined by the Developer or association of allottees, as the case may be. The Developer on its behalf shall offer the possession to the said Unit Purchaser / Allottee in writing within 7 days of receiving the Occupancy Certificate of the Project.

- 9.2 The said Unit Purchaser / Allottee shall take possession of the Apartment within 15 day of the written notice from the Developer to the said Unit Purchaser / Allottee intimating that the said Apartments are ready for use and occupancy;
- 9.3 Failure of Allottee to take Possession of Residential Unit : Upon receiving a written intimation from the Developer as per Clause 9.1, the said Unit Purchaser / Allottee shall take possession of the said Unit from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the said Unit to the said Unit Purchaser / Allottee. In case the said Unit Purchaser / 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.
- 9.4 Irrespective of the possession of the said Unit being given to the Purchaser/s and/or management of the Housing Complex to be known as '-----' being given to an Ad-Hoc Committee of the Unit Purchasers, the rights under this clause and/or under this Agreement reserved for The Developer for exploiting the potentiality of the said plot of land shall subsist and shall continue to vest in the Developer till the final document/s of transfer of the said total property is executed by the Developer herein in favour of the ultimate transferee being Apartment Ownership Scheme or the Co-operative Housing Society of the unit holders, and the Developer shall be entitled to execute the Document/s of Transfer reserving such rights in the said plot of land in favour of such ultimate transferee/s, as may be outstanding at the time of execution of the documents of transfer.
- 9.5 If within a period of five years from the date of handing over the Apartment to the said Unit Purchaser/s / Allottee/s, the said Unit Purchaser / Allottee brings to the notice of the Developer any structural defect in the Apartment or the building in which the Apartment are situated or any defects in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, (as specified in Annexure E annexed to these presents and forming part hereof) then wherever possible such defects shall be rectified by the Developer at his

own cost and in case it is not possible to rectify such defects, then the said Unit Purchaser / Allottee shall be entitled to receive from the Developer, compensation for such defect in the manner s provided under the Act.

However, the parties herein confirm that the defects in the said quality or provision of service, (as specified in Annexure 'D' annexed to these presents and forming part hereof) arising due to day to day wear and tear or arising out of the changes made for installing furniture and fixtures, interior, such as drilling, core cutting, etc. and or any misuse thereof, by the Unit Purchasers in the said Unit, shall not be covered under defect liability clause and will result in the lapse of the defect liability. Further the warranty period provided by the respective manufacturers on the items covered under warranty period provided by such manufacturers shall not be covered under defect liability clause and it shall be the responsibility of the respective Unit Purchaser/s / allottee/s to get such warranties duly honoured from the concerned manufacturers.

10. The said Unit Purchaser / Allottee shall use the said Unit or any part thereof or permit the same to be used by other parties on leave and license basis, for purpose of Residence and or for the purpose permitted by the PCMC under its Rules and Regulations. The Unit Purchasers / allottees shall use the garage or parking space only for purpose of keeping or parking vehicle.
- 11.1 The Developer herein has within 3 (three) months after completion of the construction work and sale of all the building/s in the project on the said Plot of land, shall form separate one or more associations of apartment owners including the Bye Laws of the proposed association of apartment's owners of the project/Bye-Laws a Co-operative Housing Society / Memorandum of Association and Articles of Association of company, as the case may be, and if required by the Developer the Purchaser/s shall sign all necessary documents. No Objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft Bye-Laws or the Memorandum and or Article of Association if the same are required to be made by the Developer as per his commitments to various persons, Purchaser/s and or any other competent authority as the case may be. This condition is the essence of the agreement. Unless prevented by the circumstances beyond the control of the Developer, it is agreed that the said land along with the building/s constructed or to be constructed thereon, shall be subjected to the provisions of Maharashtra Apartment Ownership Act, 1970 / Maharashtra Co-operative Societies Act of 1960, Maharashtra Ownership Flats Act of 1963 and the flats/property will be conveyed by the Developer herein as per the relevant provisions of the Real Estate (Regulation and Development) Act, 2016 and

rules made there under and within **3 (three) months** after (a) Obtaining the full and final completion certificate in respect of the entire project in the layout of the entire scheme and utilization of entire FSI and TDR/ land potential permissible to be utilized on the entire said land as per Development Control Rules of Pune (irrespective of previous sanction or not of FSI), (b) Sale of all flats in all building/s in the layout of the scheme (c) Acceptance of the draft of Deed of Declaration and Deed of Apartment by Developer and (d) After receiving the entire amount & all dues from all the Purchaser/s including maintenance charges, outgoings, stamp duty, registration fees, applicable taxes by whatever name called etc. by all Purchaser/s whichever is later but within the prescribed limit as per as per the relevant provisions of the Real Estate (Regulation and Development) Act, 2016 and rules made there under. This Agreement itself is a Declaration by the Purchaser as provided under Maharashtra Apartment Ownership Act, 1970 read with Maharashtra Apartment Ownership Rules, 1972 / Maharashtra Ownership Flats Act of 1963 and the Rules made there under, thereby submitting their flats to the provisions of the relevant Act.

- 11.2 Such conveyance under the Maharashtra Ownership Flats Act of 1963 and the Rules made there under and/or Declaration U/s. 2 of the Maharashtra Apartment Ownership Act, 1970 and the Rules made there under, shall be subject to the right of the Developer to dispose of the remaining unsold units in the said building, if any and subject to the exclusive, limited common rights of the respective Flat Purchaser/s and commitments of the Developer. The Developer shall be entitled to amend/frame the Bye Laws, rules, etc. of the Association as per terms of this Agreement and also with a view to maintain decorum, beautification of the buildings, open grounds and common amenities, etc. the Developer in its absolute discretion and at its option may execute and register such conveyance even before the aforesaid stipulated period.
- 11.3 The Developer shall/has retained his rights in regards to utilization, construction and sale of all or any residual FSI, floating FSI, TDR and land potential allowed and available to be utilized on the said land or any other land. the Developer shall at his own discretion choose to be a part of the Association for the said purpose. the Developer shall also be at liberty to transfer this right to any person/ organization/body etc. and the Purchaser/s in his/her/their individual capacity and as a member of the Association to be formed shall not object to the same and thereby gives his/her/their consent to the same;
- 11.4 The Unit Purchaser/s along with other Purchaser/s of the various units in the building/s shall join in forming and registering one of more Associations of Apartment Owners / and or one or more Co-operative Housing Society to be known by any name

of the Developer may deem it fit and proper, however in all cases the basic name '-----' shall always be a part of the name of such Association/s / Society/Societies as the case may be and for this purpose from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for formation and registration of such Association/s of Apartment Owners / Co-operative Housing Society / Societies and for becoming a member of one of such Association/Society as the case may be including the Bye-Laws of such Condominium/Society and duly fill in, sign and return to the Developer within seven days of the same being forwarded by the Developer to the Purchaser/s so as to enable the Developer to register such organization/s of the Purchaser/s of various units in the said scheme, U/s. 11(4)(e) of the Real Estate (Regulation and Development) Act of 2016, viz. as per the provisions of relevant applicable local Acts and Rules made there under, viz. U/s. 10 of the said Act, within the time limit prescribed by Rule 8 of Maharashtra Ownership Flat (Regulation of the promotion of Construction, Sale, Management and Transfer) Rules, 1964, No Objection shall be taken by the Purchaser/s, if any changes or modifications is made in the Draft Bye-Laws, as may be required, by the Competent Authority/Registrar. The parties herein place on records that they are fully aware of the fact that the Developer herein alone shall have a final rights to decide, whether the said land is to be submitted to one or more schemes of Apartment Ownership as per the provisions of the Maharashtra Apartment Ownership Act of 1970 and the Rules made there under or to a scheme of Maharashtra Ownership Flats Act of 1963 and the Rules made there under, by forming one or more societies and by conveying the various buildings along with portions of land allocable thereto to such societies as the case may and the Purchaser/s herein shall not have any say in the said decision and the Purchaser/s undertake to accept the said decision without challenge.

The Developer shall, within the time limit prescribed under the said relevant local laws applicable in the State of Maharashtra as above mentioned, and after (a) Obtaining the full and final Occupation / Completion Certificate in respect of the entire project in the layout of the entire scheme and utilization of entire FSI and TDR / land potential permissible to be utilized on the entire said land as per Development Control Rules of Pune (irrespective of previous sanction or not of FSI) (b) Acceptance of the draft of Deed of Declaration and Deed of Apartment / Deed of Conveyance by the Owner and the Developer by their mutual consent and (c) After receiving the entire amount and all dues from all the Purchasers including maintenance charges, outgoings, Stamp Duty, Registration Fees etc. by all the Purchasers of various units in the said Scheme, cause to be transferred to the society or limited company or members of association

all the rights, title and the interests of the Land Owners / Developer in the said Land / the construction of the buildings or wing in which the said Unit is situated. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft Bye-Laws or in the Memorandum and or Article of Association if the same are required to be made by the Developer as per the commitments of the Developer herein to various persons, purchasers and or any other competent authority as the case maybe. This condition is the essence of the agreement. Unless prevented by the circumstances beyond the control of the Developer, it is agreed that the said plot of land along with the building/s constructed or to be constructed thereon, shall be subjected to the provisions of The Real Estate (Regulation and Development) Act of 2016 and the Rules and Regulations made there under and the said Unit will be conveyed by the Developer herein.

- 12.1 Such conveyance of the total property, viz. land and buildings in favour of a Co-operative Housing Society and/or Declaration U/s. 2 of the Maharashtra Apartment Ownership Act, 1970 shall be subject to exclusive, limited common rights of the said Unit Purchaser and commitments of the Developer. The Developer shall be entitled to amend/frame the Bye Laws, rules, etc. of the association / Society as per terms of this Agreement and also with a view to maintain decorum, beautification of the buildings, open grounds and common amenities, etc. The Developer in its absolute discretion and at its option may execute and register such conveyance even before the aforesaid stipulated period.
- 12.2 The Developer herein shall / has / have retained its/their rights in regards to utilization, construction and sale of all or any residual FSI, floating FSI, TDR and land potential allowed and available to be utilized on the said Plot of land or any other land as above setout. The Developer herein shall at its own discretion choose to be a part / parts of the Association / society for the said purpose. The Developer shall also be at liberty to transfer this right to any person / organization/ body etc. and the purchaser/s in his/her/their individual capacity and as a member/s of the Association /society to be formed shall not object to the same and thereby gives his/her/their consent to the same;
- 12.3 The Developer shall the time limit prescribed under the said relevant local laws applicable in the State of Maharashtra as above mentioned, cause to be transferred to the Federation / Apex Body all the rights, title and the interest of the Land Owners / Developer in the project land on which the building with multiple wings or buildings are constructed.

12.4 Within 15 days after notice in writing is given by the Developer to the said Unit Purchasers / allottee that the said Unit is ready for use and occupancy, the said Unit Purchaser / allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Unit) of outgoings in respect of the project land and buildings, namely local taxes, betterment charges or such other levies by the concerned local authority and or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the society or Limited Company is formed and the said structure of the buildings or wings is transferred to it, the said Unit Purchaser / allottee shall pay to the Developer such proportionate share of outgoings as may be determined, the said Unit Purchaser shall pay to the Developer provisional monthly contribution towards the such outgoings. The amounts so paid by the said Unit Purchaser to the Developer shall not carry any interests and shall remain with the Developer until a conveyance of the land along with the buildings / structure standing thereon is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed for the land and buildings, the deposits (less deductions provided for in this Agreement) shall be paid over by the Developer to the Society / Limited Company, as the case may be.

13.1 In addition to the above mentioned price the Developer herein shall charge an amount of ` -----/- to the Purchaser/s herein for the various matter as under, which amounts shall become payable by the Purchasers herein to the Developer on or before taking possession of the subject unit :

- i] The legal charges, consultant's fee, typing and incidental expenses.
- ii] The share money, application entrance fee of the association.
- iii] The charges for formation and registration of association of apartment owners.
- iv] The M.S.E.D.Co. Ltd. meter deposit, Transformer charges, if any, common meter installation charges and misc. expenses etc.
- v] The Development betterment charges, drainage development deposit etc.

The Flat Purchaser shall bear and pay the above mentioned amount to the Developer in addition to the price/consideration of the Flat or accommodation and within seven days from demand made there for by the Developer. In the event of default the Developer shall be entitled to terminate this Agreement.

- 13.2 In addition to the above mentioned price the Purchaser/s shall be liable to pay an amount of Rs. 1,00,000/- (Rupees One lakh Only) to the said Society as a corpus Fund, which amounts shall become payable by the Purchasers herein to the Society on or before taking possession of the subject unit and or on before the Society making the Purchaser/s its new shareholder member whichever is earlier.
- 13.3 The parties herein further confirm that in the event of any directions being issued by the concerned authorities the Purchasers are required to contribute and or pay towards the corpus of the maintenance fund of the various facilities such as solar, STP, Organic Waste Composter System/Machine, Rain Water Harvesting etc. then and in such an event the Purchaser/s herein hereby undertake to pay his/her/their share of the same in a separate account opened for the said purpose and shall pay the same on or before taking the possession of the said Unit.
14. At the time of registration of conveyance of the said land and buildings the said Unit Purchaser shall pay to the Developer the said Unit Purchasers' 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 said land and building. At the time of registration of conveyance the said Unit Purchasers shall pay to the Developer, the said Unit Purchasers' share of stamp duty and registration charges payable by the said Apex Body or Federation on such conveyance or any document of Transfer in respect of the structure of the said land to be executed in favour of the Apex Body.
15. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER :
The Developer hereby represents and warrants to the said Unit Purchasers/ Allottee as Follows :
- a. The Developer herein have a clear, marketable title with respect to the said project land as declared in the title report annexed to this agreement and the Developer herein has requisite rights to carry out the development upon the said project land and also has actual physical and legal possession of the project land for the implementation of the Project.
 - b. The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the project and shall obtain requisite approval from time to time to complete the development of the project.
 - c. There are no encumbrances upon the project land or the project except those disclosed in the Title Report.

- d. 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.
- e. All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, Project land and said buildings wings are valid and subsisting and have been obtained by following due process of Law. Further, all approvals, licenses and permits to be issued by the Competent Authorities with respect to the Project, Project land and buildings shall be obtained by following due process of law and the Developer has been and shall at all times, remain to be in compliance with the applicable laws in relation to the Project, Project Land and buildings and common areas.
- f. The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the rights, title and or interests of the said Unit Purchasers created herein, may prejudicially be affected.
- g. The Developer herein 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 Unit which will in any manner affect the rights of Allottee under this Agreement.
- h. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Unit to the said Unit Purchasers / Allottees in the manner contemplated in this Agreement.
- i. At the time of execution of conveyance deed of the structure to the members of the Association of the various unit purchasers / society of the various unit purchasers, the Developer shall handover lawful, vacant, peaceful physical possession of the common areas of the construction to the Association of Unit Purchasers / Society of various unit purchasers.
- j. The Developer has duly paid and shall continue to pay and discharge undisputed government 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 till the said Plot of land and building is transferred to the ultimate body of the various unit purchasers in the said project.
- k. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification, (including any notice for acquisition or requisition of the said Land) has been received or served upon the Developer in respect of the Project land and or Project except those disclosed in the Title Report.

16. The said Unit Purchasers / allottees for himself / herself / themselves with intention to bring all persons into whosoever hand the said Unit may come, hereby covenants with the Developer as follows :-
- a. To maintain the said Unit at the said Unit Purchasers' own costs in good tenantable repairs and condition from the date of possession of the said Unit is taken and shall not do or suffer to be done anything in or to the Building in which the said Unit 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 said Residential unit is situated and the said Unit itself or any part thereof without the consent of the local authorities, if required.
 - b. Not to store in the said Unit any goods which are of hazardous, combustible or dangerous nature, or are so heavy so as to damage the construction or structure of the building in which the said Unit 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 to the upper floors which may damage or likely to damage the staircase, common passages or any other structures of the building in which the said Unit is to be situated including the entrance of the building in which the said Unit is to be situated or the said Unit on account of negligence or default of the said Unit Purchasers in this behalf, the said Unit Purchaser/s / Allottee/s shall be liable for the consequence of the breach.
 - c. To carry at his/her/their own costs all internal repairs to the said Unit and to maintain the said Unit in the same conditions, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the said Unit is situated or to the said Unit, which may be contrary to the Rules, Regulations and Bye-Laws of the concerned local authority or other public authority. In the event of the said Unit Purchaser/s / Allottee/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other Public Authority.
 - d. Not to demolish or cause to be demolished the said Unit or any part thereof, nor at any time make or cause to be made any addition or alternation of whatever nature in or to the said Unit or any part thereof or any alteration in the elevation and outside colour scheme of the building in which the said Unit is situated and shall keep the portions, sewers, drains, pipes in the said Unit and appurtenances thereto in good tenantable repairs and condition and in particular, so as to support, shelter and protect the other parts of the building in which the said Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. pardis

or other structural member in the said Unit without the prior written permission of the Developer and or the Society / Limited Company.

- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said plot of land and the building in which the said Unit is to be situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said plot of land and the building in which the said Unit is situated.
- g. Pay to the Developer herein, within fifteen days of demand by the Developer, his / her / their 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 said Unit is situated.
- h. To bear and pay any increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or other public authority, on account of the change of user of the said Unit by the Purchaser/s viz. user for any purposes other than for residential purpose.
- i. The Unit Purchaser/s shall not let, sub-let, transfer, give on leave and license or on rent, assign or part with the possession or benefit factor of the said Unit until all the dues payable by the Purchaser/s to the Developer under this agreement are fully paid up.
- j. The Unit Purchaser/s shall observe and perform all the rules and regulations which the Society/ Company/Association of Apartment Owners/ Apex Body of Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building and the said Unit and for the observance and performance of the building Rules, Regulations and Bye-Laws, for the time being of the concerned local Authority and or Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions that may be laid down by the Condominium of Apartment Owners / society / company / Apex Body of Federation regarding the occupancy and use of the said Unit in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- k. Till a conveyance of the said plot of land and the buildings standing thereon is executed to and in favour of a co-operative housing society / company / Apex Body / Federation, the Purchaser/s shall permit the Developer and its surveyors and agents, with or without workmen and others at all reasonable time to enter into and upon the said Unit or any part thereof, to view and examine the state and conditions thereof.

- l. Not to indulge any religious or other activities which may cause nuisance to other occupants of the building and or which may involve the sacrifices of animals. Not to do any act or deed which may result in the noise pollution, air pollution and nuisance to others.
- m. Not to affix any name plate, signboards and others signage at any place or location in the said building, except at the places, size, design etc. that may be permitted by the Developer in writing.
- n. The Purchaser/s agree/s not to carry on any business of any nature whatsoever in the said Unit.
- o. Not to affix a grill outside the main door of the said Unit or at any location on the floor on which the said Unit is located, where such grills will be visible from the exterior of the said Unit or the said Building without taking the prior written permission of the Developer and such grill shall be as per the design approved by the Developer. To affix grills on the windows of the said Units from inside the said Unit as per the design of such grills approved by the Developer only. Not to affix a Grill or a gate in the passage or landing area leading towards the Entrance door of the purchaser'/s' unit.
- p. 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.
- q. Further the Unit Purchaser/s herein is/are aware of the fact that at present the necessary water supply to the said scheme is agreed to be provided by the Land Owners herein, and the said Land Owners have agreed to make the same available to the said Scheme till an alternate provision of water is made available to the said scheme by availing the water from the PMC Authorities, provided that all the said Unit holders in the said scheme contribute their respective share for the water now agreed to be made available by the said land owners either from their personal contribution or through the monthly maintenance charges contributed by all the said Unit holders in the said scheme and the Purchaser/s herein has / have agreed and undertaken to contribute his/ her /their share of water charges from time to time till the said facility is being provided by the said land owners.
- r. The terraces, open spaces, parking space and garden area or other restricted areas specifically allotted to the particular unit holder/s shall exclusively be used by the concerned unit holder/s and the same shall be the exclusive restricted area of the concerned unit Purchaser/s and the Purchaser/s herein shall be deemed to have given his/her/their irrevocable consent for the same.
- s. The Purchaser/s hereby irrevocably consents and authorize/s the Developer to represent him/her/them it in all matters regarding property tax assessment and

reassessment before the Concerned Local Authorities and give consents NOC's and do all necessary things in all departments of the concerned authorities, including Collector, Road, Water, Government Department, M.S.E.D.Co. Ltd., its successor-in-title on behalf of the Purchaser/s and whatsoever acts, done by the Developer on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s and the same shall be binding on the Purchaser/s.

- t. As the Developer will be applying to the concerned authorities for giving separate water connection for the Project and electricity meters and connections for the said Unit of the Purchaser/s on his/her/their behalf, if there is any delay in obtaining separate water and electricity supply connections from the concerned department, then in that case, the Developer may provide electrical connection/ water supply through a sub meter or any other temporary arrangement due to which if there is improper supply of water or electricity, the Developer shall not be held responsible for the same. The Purchaser/s shall pay the proportionate outgoing charges as demanded, determined and decided by the Developer for such emergency / alternative Arrangement.
17. The Developer herein shall maintain a separate account in respect of the sums received by the Developer from the Unit Purchasers herein as advance or deposit, sums received on account of the share capital for the promotion of the co-operative or association or company or towards the out goings, legal charges and shall utilize the amounts only for the purpose for which they have been received all in accordance of the relevant provisions of the Real Estate (Regulation and Development) Act of 2016 and the Rules made there under.
18. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or of the said plot and building or any part thereof. The Unit Purchasers / allottees shall have no claim save and except in respect of the said Unit hereby agreed to be sold, to the Unit Purchasers and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Developer until said structure of the buildings is transferred to the society / limited company / or other body and until the project land is transferred to the apex Body / Federation as herein before mentioned.
19. After the Developer executes this Agreement the Developer shall not mortgage or create a charge on the said Unit, 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 rights and interests of the Unit Purchasers who has taken or agreed to take such Residential Unit.

20. Forwarding this Agreement to the Unit Purchaser by the Developer does not create a binding obligation on the part of the Developer or the Unit Purchaser until, Firstly the Unit Purchaser signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the payment schedule within 30 (Thirty) days from the date of receipt by the Unit Purchasers and Secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Unit Purchaser fails to execute and deliver to the Developer this Agreement within 30 days from the date of its receipt by the Unit Purchaser and or appears before the Sub-Registrar for its Registration as and when intimated by the Developer, then the Developer shall serve a notice to the Unit Purchaser for rectifying the default, which if not rectified within 15 days from the date of its receipt by the Unit Purchaser, application of the Unit Purchaser shall be treated as cancelled and all sums deposited by the Unit Purchaser in connection therewith including the booking amount shall be returned to the Unit Purchaser without any interests or compensation whatsoever.
21. Entire Agreement : This Agreement along with its Schedules and Annexures, constitutes the entire Agreement between the parties herein with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements, whether written or oral, if any between the parties in regards to the said Unit, as the case may be.
22. Rights To Amend : This Agreement may only be amended through written consent of the Parties herein.
23. Provisions of this Agreement applicable to the unit purchasers / subsequent transferees : It is clearly understood and so agreed by and between the parties hereto that all provisions contained herein and the obligations arising hereunder in respect of the said project shall equally be applicable to the enforceable against any subsequent transferees of the said Unit, in case of a Transfer, as the said obligations go along with the said Unit for all intents and purposes.
24. Severability : If any provisions of this agreement shall be determined to be void or unenforceable under the Act of the Rules and Regulations made there under 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 confirm to Act or as Rules and Regulations made there under or the applicable laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable at the time of execution of this Agreement.

25. 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 the other unit purchasers in project, the same shall be in proportion to the carpet area of the said Unit, to the total carpet area of all the said Units in the Project.
26. Further Assurances : The Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.
27. Place of Execution : The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer 's Office, or at some other place, which may be mutually agreed between the Developer and the Unit Purchasers herein, after the Agreement is duly executed by the Unit Purchaser and the Developer or simultaneously with the execution of the said Agreement shall be registered at the office of the Sub-Registrar.
28. The Unit Purchasers and or the Developer shall present this Agreement as well as the conveyance at the proper registration office within the time limit prescribed by the Registration Act and notified Email ID / by Registered Post at their respective address specified in the title of this Agreement.
29. That all notices to be served on the Unit Purchasers and the Developer as contemplated by this Agreement shall be deemed to have been duly served, if sent to the Unit Purchasers or to the Developer by Registered Post AD and notified Email ID / Registered Post at their respective addresses specified in the title of this Agreement.
30. It shall be the duty of the Unit Purchasers and the Developer herein to inform each other of any change in the address subsequent to the execution of this Agreement in

the above addresses by registered post failing which all communications and letters posed at the above addresses shall be deemed to have been received by the Developer and the Unit Purchasers.

31. Joint Unit Purchasers / Allottees : That in case there are joint unit purchasers, all communications shall be sent by the Developer to the Unit Purchasers whose name appears first and at the address given by him / her which shall for all intends and purposes to consider as properly served on all the Unit Purchasers.
32. Dispute Resolution : Any dispute between the parties herein shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the concerned Authority, as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations there under.
33. 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 Court at Pune will have the jurisdiction for this Agreement.
34. At any stage during the implementation of the scheme, the Developer shall be at liberty to sell, assign or transfer or otherwise deal with its right, title and interest, in the said plot of land and the buildings to be constructed thereon provided that the same does not adversely affect of prejudice the rights granted in favour of the Purchasers in respect of the said Unit agreed to be purchased by him/her/them under the term of this Agreement and after the compliance of the necessary provisions of the said Real Estate (Regulation and Development) Act, 2016.
35. The Purchaser/s hereby declare/s that he/she/they has/have entered into this Agreement after going through the same and with knowledge of the terms and conditions herein contained and after accepting the same as binding on the Purchaser/s.
36. Stamp Duty and Registration : These presents are duly stamped with a Stamp Duty calculated @ 7% amounting to ` -----/- and the same is paid on the actual agreed price of the said Residential Unit, which is more than the Government Price arrived at as per Ready Reckoner and the same is paid as per the relevant provisions of the Maharashtra Stamp Act of 1958.

SCHEDULE - I

(Being the description of the said plot of land)

All that piece and parcel of land bearing Plot No. 28, admeasuring about 617.70 sq. mtrs., from out of a sanctioned layout, laid on S.No. 94, Hissa No. 8/1, 8/2, 9, 10/1, 10/2, 11, 12+95/3+4, (As per recent 7/12 Extract S.No. 94/A/95/Plot No. 28), situate at Right Bhusari Colony, Village Kothrud, Taluka Haveli, District Pune, situate within the Registration District of Pune, Registration Sub District of Taluka Haveli, situate within the Revenue Limits of Tahsil Mulshi (Paud), Pune and situate within the limits of Pune Municipal Corporation, Pune and which land is bounded as follows :-

On or towards the East	: By Plot No. 29,
On or towards the South	: Partly by Plot No. 19 and partly by Plot No. 18,
On or towards the West	: By 12 Meter Wide Road,
On or towards the North	: By 9 Meter Wide Road.

Along with all interest, right, title attached to the said land together with water, trees, construction etc. attached to the said land and or embedded therein.

SCHEDULE - II

COMMON AREAS AND FACILITIES

(a) **COMMON AREAS AND FACILITIES :**

1. The said Plot of land under the buildings and or the buildings, excluding the restricted portions of land and or of the building/s allotted to the land Owner and or other purchasers / holders of various units in the said scheme.
2. The footings, RCC structures and main walls of the buildings.
3. Staircase columns and lift as with lift room in the building/s.
4. Common sewage/drainage, water, electrical lines, power back-up.
5. Common ground water storage tank and overhead tank.
6. Electrical meters, wiring connected to common lights, lifts, pumps.
7. Top Terraces of the said Building excluding the Area exclusively allotted to the respective purchasers / holders of various units.

(b) **LIMITED COMMON AREAS AND FACILITIES :**

1. Partition walls between the two units shall be limited common property of the said two units.

(Description of the said Unit, Parking Space/s which is the subject matter of this agreement along with the boundaries in all directions)

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures in their respective capacities in the presence of witnesses within-signed on the day, month and the year first above written.

(1) Mr. Anand Murlidhar Kulkarni,
AND / OR

		(2) Mr. Saurabh Anand Kulkarni, the Developer
		Mr. ----- the Unit Purchaser/s
		Varun Enclave Co-Operative Housing Society Limited, All through its duly constituted attorney, M/s. Kirik Enterprises, Through its Partner/s, (1) Mr. Anand Murlidhar Kulkarni, AND / OR (2) Mr. Saurabh Anand Kulkarni, The Land Owner / the Consenting Party

Witnesses :-

(1)
Signature :-
Name :-
Address :-

(2)
Signature :-
Name :-
Address :-

ANNEXURE - A

Nikhil Satish Darekar
Advocate
112/113, Indulal Complex,
Lal Bahadur Shastri Road,
Pune : 411 030.

TITLE CERTIFICATE AND SEARCH REPORT
TO WHOMSOEVER IT MAY CONCERN

At the instance of M/s. Kirik Enterprises, (PAN : AAPFK0643Q), A Partnership firm registered under the provisions of Partnership Act 1932 Having its registered office at : Office Nos. 1 & 2, 'Krishnaji', 154, Bhusari Colony, S.No. 78, Paud Road, Kothrud, Pune : 411 038. Through its Partner Mr. Saurabh Anand Kulkarni, Residing at : 'Kulashree', 45, Rajendranagar, Navi Peth, Pune : 411 030, I have perused copies of the relevant papers and documents, in respect of All that piece and parcel of land bearing Plot No. 28, admeasuring about 617.70 sq. mtrs., from out of a sanctioned layout, laid on S.No. 94, Hissa No. 8/1, 8/2, 9, 10/1, 10/2, 11, 12+95/3+4, (As per recent 7/12 Extract S.No. 94/A/95/Plot No. 28), situate at Right Bhusari Colony, Village Kothrud, Taluka Haveli, District Pune , situate within the Registration District of Pune, Registration Sub District of Taluka Haveli, situate within the Revenue Limits of Tahsil Mulshi (Paud), Pune and situate within the limits of Pune Municipal Corporation, Pune (hereafter for the sake of brevity called or referred to as 'the Plot of land' or as 'the said Plot of land' and I have also caused the necessary searches of the available Index II registers from the concerned Offices of the Sub-Registrars of Assurances, Haveli, Pune, to be taken and I am of the opinion that, the rights, title and or interests of the said Lessor Society through its present members in respect of the said plot of land, subject to the development rights of the said developer appear to be appear to be free, clear and marketable and free from all reasonable doubts and encumbrances, and the said Developer is entitled to enter into various Agreements for the sale of various balance unsold units being constructed on the said plot of land and I certify accordingly.

This Title Certificate and Search Report. Pune.

Place : Pune.
Dated : 03/09/2022.

Sd/- xxx
Nikhil Satish Darekar
Advocate

ANNEXURE - B

(Authenticated copies of the Property Cards/Extracts of Village Forms VI, VII-XII or any other revenue record showing nature of the title of the Land Owners to the project lands)

ANNEXURE - C

(Copy of the Floor Plan of the said Unit as approved by the concerned Local Authority)

ANNEXURE - D

AMENITIES AND SPECIFICATIONS

(List of Amenities and Special Features used in the said Scheme)

ANNEXURE - II

Particulars of the Construction Material and Amenities and Facilities for the Proposed New Building

A. INDIVIDUAL SPECIFICATIONS:

1. **Structure:** Earthquake resistant Reinforced Concrete Structure or Composite Steel Structure.
2. **Walling:** Autoclaved Aerated Concrete blocks or cellular lightweight concrete blocks laid in mortar of appropriate grade or thin bed block bonding adhesive.
3. **Wall Plastering:** Double coat cement plaster externally, neeru finish plaster in toilets and wet areas. Plaster in cement mortar (1:4) with gypsum finish on all other internal wall surfaces.
4. **Flooring, skirting and dado:** Anti-skid Ceramic tile flooring in toilets and attached terraces (300mm x 300mm) and Vitrified Tile flooring in all other rooms (600mm x 600mm), Kajaria or equivalent brand. Toilet and kitchen shall have Glazed tile dado up to lintel level. Rooms shall have matching skirting 75 mm height.
5. **Windows:** Powder coated Aluminium sliding windows with mosquito net and granite frame. Safety grill in mild steel shall be provided.
6. **Kitchen Platform:** Granite kitchen platform with total 2.4 mtr length and 700 mm width shall be provided.
7. **Doors:** Main door panel shall be teak veneered flush door panel set in layered plywood doorframe and having one night latch, one eye viewer, one brass aldrop, one brass tower bolt and one swing stopper. Bedroom door panels shall be flush door panel set in layered plywood doorframe finished in oil paint and having one cylindrical latch and one swing stopper. Terrace door panel shall be both sides laminated flush door set in granite frame and having one aldrop, one tower bolt and one swing stopper. Toilet door panel shall be both sides laminated flush door set in granite frame and having one cylindrical latch and one bolt.
8. **Plumbing:** House piping shall be concealed, using PPR or UPVC or CPVC pipes. Chrome Plated Fittings of 'Jaquar' or 'Watertec' brand or equivalent shall be used. Hot water geysers or boilers of appropriate capacity shall be provided in the common bathroom.
9. **Electrification:** House wiring shall be in concealed PVC conduits. Three and a half electrical points (5A rating) per room shall be provided. In addition, all rooms including toilet, kitchen and passage, shall also each have one power point of 15 A rating. Electrical switches 'Anchor' or 'Schneider' brand or equivalent shall be provided.

10. **Television and Data Cabling:** Living and bedrooms shall have one TV cable and one data cable point each suitable to be served by common dish antenna and data router.
11. **Painting:** External surfaces shall be finished using acrylic cement emulsion paint and internal wall and ceiling surfaces shall be finished using oil bound distemper paint.
12. **Utilities:** Piped Gas connection infrastructure shall be provided. Provision for exhaust fan shall be made in kitchen for residential units and in toilets for all units. An additional provision for exhaust shall be provided for shops on ground floor.

B. COMMON SPECIFICATIONS:

1. **Passenger Elevator:** Passenger elevator of Opel/Kone/Otis brand having 8 to 10 person capacity and Automatic Door shall be provided as per requirements of the UDCPR 2020.
2. **Parking:** Independently accessible mechanical car parking shall be provided to residential members. The existing 17 members of the Owner Society shall receive 1 (one) two wheeler parking on Ground Level.
3. **Power backup:** DG Set Backup for Elevator, water pump and mechanical parking shall be provided.
4. **Landscaping:** The area shall be suitably landscaped as per architect's advice. Compound wall throughout the periphery of the building shall be provided with appropriate aesthetic treatment.
5. **Smart Features:** Video door phone, remote opening of lobby door.
6. **Electronic Security:** Electronic Surveillance system with 1MP cameras at critical security points. Intercom facility to manned security area.
7. **Other Utilities:** Rain Water Harvesting System shall be provided. Auto Level water pumps shall be provided. Emergency water pump for basement area shall be provided.
8. **Aesthetics:** Double height entrance lobby with attractive interior decoration shall be provided. Name plate and letter boxes for all Residential units shall be provided. All signage shall be designed with due care and considering overall aesthetics and theme of the building complex.
9. Entry and exit gate for residential members shall be at separate points.

C. AMENITIES:

1. **Terrace:** The following amenities shall be provided on terrace -
 - a. Gazebo with provision of society office.
 - b. Common Toilet
 - c. Lift Access (Subject to Statutory Approvals)
 - d. Dry Landscaping and Walkway
2. Solar Net Metering of 3.5 KW for common electricity meter.

D. MISCELLANEOUS:

- a. Front Margins: The front margin in front of Shops Nos. 2 to 5 shall be 15ft. as against existing 20ft and shall be 13ft in front of Shop Nos. 1 & 6 as against existing 20ft.
- b. An independent staircase for access to First Floor of the building shall be provided. The front access to shops will be minimized to two steps at the entrance of the unit as far as possible. Any additional elevation in plinth level, due to requirements of the UDCPR and/or site constraints, shall be adjusted in slopes in the front margin of the shops.

Note : However the parties herein confirm that the defects in the said quality or provision of service, (as specified in Annexure E annexed to these presents and forming part hereof) arising due to day to day wear and tear or arising out of the changes made for installing furniture and fixtures, interior, such as drilling, core cutting, etc. by the Unit Purchasers in the said Unit, shall not be covered under defect liability clause. Further the warrantee period provided by the respective manufacturers on the items covered under warrantee period provided by such manufacturers shall not be covered under defect liability clause and it shall be the responsibility of the respective Unit Purchaser/s / allottee/s to get such warrantees duly honored from the concerned manufacturers.

ANNEXURE - E

(Authenticated copy of the Registration Certificate of the Project Granted by the Real Estate Regulation Authority)