

Allottees' share of stamp duty and registration charges payable, by the said Society / Limited Company/ Apex Body /Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing/land to be executed in favour of the said Society/Limited Company/ Apex Body /Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

i. The Promoter has clear and marketable title with respect to the said Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the said land or the project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the said Land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said Land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

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

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

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

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

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said Land and/or the Project except those disclosed in the title report.

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

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and

condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Paradis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the building in which the Apartment is situated.

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

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

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building

and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/ Federation regarding the occupation and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

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

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or a Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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

other body and until the said Land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

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

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

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

22. SEVERABILITY

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

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

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

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

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

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

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A. D. or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee	:	1)
		2)
Allottee Address	:	
		
Notified Email ID	:	@gmail.com
Promoter name	:	M/S. MATOSHREE VARAD VINAYAK VENTURES AOP
Promoter Address	:	14 Bhakti Complex, Kharalwadi, Pimpri, Pune 411 018
Notified Email ID	:	

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

28. JOINT ALLOTTEES

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

29. STAMP DUTY AND REGISTRATION

The Charges towards stamp duty and registration and handling fee of this Agreement shall be borne by the Allottee.

30. DISPUTE RESOLUTION

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

31. 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 Competent Courts will have the jurisdiction for this Agreement.

Wherever the word Building and Wing accord have the same meaning.

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

SCHEDULE I**DESCRIPTION OF THE SAID LAND**

All that piece and parcel of the land bearing admeasuring 5959.69 sq. mtrs. out of S. No. 66/1ABCDE/2/30 to 33/2/1/1 to 20 totally admeasuring specific area 03 H. 93.5 R having corresponding CTS No. 1773 situated at Village Sangavi, Tal Haveli, Dist. Pune and within the jurisdiction of Joint Sub-Registrar Haveli, Pune and within the limits of Pimpri Chinchwad Municipal Corporation and bounded as follows –

ON OR TOWARDS EAST : By Remaining area of S. No. 66 (P)
 ON OR TOWARDS WEST : By Commercial building and thereafter
 Road and Army Boundary.
 ON OR TOWARDS SOUTH : By Remaining area of S. No. 66 (P)
 ON OR TOWARDS NORTH : By Remaining area of S. No. 66 (P)

SCHEDULE II**DESCRIPTION OF THE SAID FLAT**

Name of the Project	:	ENNVOGUE
Phase	:	I
Wing	:	
Flat No.	:	
Floor	:	
Carpet Area of Flat	:	
Carpet Area of Enclosed Balcony	:	
Carpet Area of Attached Terrace	:	
Parking	:	

SCHEDULE III

SPECIFICATIONS

STRUCTURE

- A class earthquake-resistant construction.
- RCC Frame Structure
- 125 mm thick Internal & External Wall.

EXTERNAL FINISH

- Entire building painted with acrylic paint of external grade.
- Sand faced plaster/ Texture
- Gypsum punning on walls

INTERNAL FINISHING

- Pleasing Shade of Emulsion paint.

LIFTS

- Automatic hi-speed elevators for each tower
- 2 passenger & 2 stretcher lifts (battery powered automatic landing operation)

FLOORING

- Double charged vitrified tile in Living, Dinning, Kitchen & Bedroom.
- Anti-skid tiles for balconies/terraces.

KITCHEN

- Kitchen platform with Granite Top.
- Stainless steel sinks.
- Designer glazed / vitrified dado tiles up to lintel level.
- Concealed plumbing in kitchen.
- Provision for Washing Machine, Water Purifier & Exhaust Fan.

WINDOWS

- Three Track Powder Coated Aluminum Windows with Sliding Glass Shutters, Mosquito Net
- M.S. Safety Grills

- Marble/Granite Window sill
- Powder Coated Aluminum Sliding Doors.

DOORS

- Solid wood jamb door frame with solid wood shutter for main door & Internal Rooms.
- Premium Quality Fittings for Main Door
- Combination of S.S / glass railing for attached terraces.

PLUMBING, BATHROOM & TOILETS

- Concealed plumbing, suspended drainage system for toilets.
- Premium range ceramic sanitary ware of reputed brand.
- Premium range C.P Fitting.
- Wall hung WC units with concealed flush valve.
- Provision for boiler and exhaust fan in all toilets.

TOILETS

- Premium Quality Bathroom Fittings & Fixtures
- **Marble/Granite** Door Frames for Toilets.
- Designer Glazed Dado Tiles in Toilets.
- Solar Water Heating System for Main Master Bathroom Toilet only

SAFETY & SECURITY

- CCTV Surveillance System
- Fire Fighting System with sprinkler & Smoke Detector in each Home.
- Integrated- video door phone.
- Intercom Facility
- 2 tier-security
- Control visitor access from your apartment.

ELECTRICAL

- Concealed copper wiring in the entire flat with ELCB and MCB switches in the distribution board.
- Concealed FRLF – Fire Resistant Low Flame Cable
- Premium range modular switches and sockets.
- Adequate points for lights, fans and TV.
- AC Point in Every Rooms.
- Inverter Backup for each flat.
- Provision for Wi-Fi and Intercom in living.
- Provision for DTH in every rooms

SPECIAL FEATURES

- Ample Parking Space.
- EV POINT
- Kids- Friendly traffic free central landscaping.
- Club House with swimming pool, Fitness Centre.
- Designed entrance lobbies with guest lounge in each Building
- Garbage Chute.
- Entrance Gate- (Grand Entrance gate with a security cabin.)
- Provision for automation/ smart home in living room & master bedroom.
- D.G Backup for common area & Lifts
- Common Areas will be illuminated with sufficient lighting as per requirement

SCHEDULE IV
AMENITIES KEYS

1. ENTRY
2. JOGGING TRACK
3. SIT-OUT
4. SWIMMING POOL
5. BABY POOL
6. WOODEN DECK
7. CLUB HOUSE - 1
 - a. L/G TOILET/CHANGING ROOMS
 - b. L/G SPA & MASSAGE ROOMS
 - c. CO-WORKING SPACE
 - d. TUTION ROOM
 - e. LIBRARY ROOM
 - f. RECEPTION / CONSULTING ROOM
 - g. GYM
 - h. STEAM ROOM
 - i. YOGA/ZUMBA/ MEDITATION ROOM
 - j. LOCKERS/TOIET/CH.ROOM
8. GAZEBO
9. PARTY LAWN AREA
10. OUTDOOR GYM
11. SMALL PARTY AREA
12. CLUB HOUSE - 2
 - a. INDOOR DINING AREA
 - b. MULTIPURPOSE HALL
 - c. GUEST ROOM
 - d. ART ROOM / MUSIC ROOM
13. TODDLERS PLAY AREA
14. FEATURE WALL
15. OPEN DINING AREA
16. BUFFET AREA
17. CHILDRENS PLAY AREA
18. AMPHI-SEATING AREA
19. PLAY SCULPTURE
20. STAGE
21. AMPHI SEATING AREA
22. CYCLING TRACK

TERRACE KEYS (COMMERCIAL)

1. CRICKET PITCH
2. FOOT BALL COURT
3. BADMINTON COURT
4. MULTIPURPOSE COURT
5. PADDLE TENNIS COURT

IN WITNESS WHEREOF the parties hereto have put their respective hands to this Deed on the day and date first mentioned hereinabove.

SIGNED, SEALED AND DELIVERED By the PROMOTER/DEVELOPER AND POWER OF ATTORNEY HOLDER OF THE OWNERS above names M/S. MATOSHREE VARAD VINAYAK VENTURES AOP A Joint Venture Through its Authorized Signatory & Partner MR. RAJIV RAMESH SONIGARA (PROMOTER/DEVELOPER)		
SIGNED, SEALED AND RECEIVED By the above named (ALLOTTEE/PURCHASER)		
SIGNED, SEALED AND RECEIVED By the above named (ALLOTTEE/PURCHASER)		

In presence of: -

- 1) Signature :
Name :
Address:

- 2) Signature :
Name :
Address :

RECEIPT

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

I say received.



M/S. MATOSHREE VARAD VINAYAK VENTURES AOP

Through its Authorized Signatory & Partner

MR. RAJIV RAMESH SONIGARA

THE PROMOTER/DEVELOPER