

Maharashtra Ownership Apartments Act, 1963 and/or The Maharashtra Real Estate (Regulation and Development) Act, 2016 with rules there under.

- k) The Promoters/Developers/Owners shall be entitled to grant such exclusive right of user of such terraces/open garden spaces and parking spaces at or for such consideration or without consideration over and above the sale/purchase price of the Apartment/Unit as the Promoters/Developers/Owners may deem fit and proper. All such terraces/open spaces/parking spaces the exclusive right of user whereof shall be granted by the Promoters/Developers/Owners to one or more of the Allottee of Apartments/Units shall cease to be common areas of the entire project and shall be deemed to be "Restricted Common Areas" within the meaning of the Maharashtra Ownership Apartments Act, 1963 and/or The Maharashtra Real Estate (Regulation and Development) Act, 2016 with rules made there under. Before execution hereof, the Allottee has been provided with details of the exclusive right of user of certain terraces/garden/open spaces/parking spaces already granted/agreed to be granted by the Promoters/Developers/Owners in the said project prior to the date of execution hereof.

16. ORGANISATIAON

- (a) Notwithstanding anything contained anywhere in this agreement or otherwise, the scheme being implemented on the said Land shall always be known and called as **"TANISH PARK"** and the same shall not be changed ever by the proposed Society/Company/Purchaser.
- (b) The Promoter shall also be entitled and at liberty either to sub-divide or not, the said Land or any such other land to which the Promoter shall be entitled to or acquires and uses the same for the scheme, mark the use of the defined portions thereof by each such Societies.
- (c) The Allottee hereby irrevocably accords his/her/their consent for the same and the decision taken by the Promoter in that regard shall be conclusive and binding upon the Allottee.
- (d) All the decisions regarding formation of the body of the members as per the provisions of the law and its divisions if any shall always be subject to the discretion of the Promoters/Developers/Owners. As well as common amenities, portion of lands, parking facility etc. shall be finalized by the Promoters/Developers/Owners in their discretionary powers and as per the prevailing laws, situations, circumstances Promoters/Developers/Owners shall entitle to make revisions, amendments in the above said amenities, specifications. As well as it is also specifically mentioned herein that considering entire undivided or inseparable land underneath all buildings in all phases along with structures, basements and Podiums constructed in a Layout is agreed upon, the Promoter shall execute the

conveyance of the entire undivided and inseparable land underneath all buildings in all the phases jointly or otherwise within three months from the date on which the Apex Body or Federation or one society is registered or, as the case may be, the association of the Allottees is duly constituted or within three months from the date of issue of occupancy certificate to the last of building in all the phases of entire layout sanctioned, whichever is earlier.

17. FORMATION OF SOCIETY

- a) In accordance with the provisions of Maharashtra Ownership of Flats Act, 1963, a separate association of apartment owners including the bye laws of the proposed association of apartment's owners of the project/building shall be formed and if required by the Promoter the Allottee shall sign all necessary documents. Further, No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws if the same are required to be made by the Promoter as per their commitments to various persons, Allottees and or any other competent authority as the case maybe. This condition is the essence of the agreement. It is communicated to and agreed by and between the parties that the Promoter shall form Co-operative Housing Societies/Federal Society/Apartment/Companies/Association of person of for the said project and the Allottee shall not raise any objection to the same on any ground whatsoever. The Allotees shall not deny taking hand over of the society on account of incomplete work/ amenities from the Promoter.
- b) In case the law applicable to these present with respect to the Formation of Association of Apartment owners is changed with retrospective and which shall adversely affect the obligation of the Promoter under this agreement with respect to Formation of association of Apartment Allottees then in that case the changes so made in the Law having retrospective effect shall not apply to this agreement and the obligation on part of the Promoter in respect to the Formation of Association shall be followed as laid down under this agreement.

18. CONVEYANCE

- a) The Promoters/Developers/Owners shall to execute conveyance of the said Land and/or any other land which may be acquired by the Promoters/Developers/Owners either amalgamated with the said Land or otherwise, together with the building/s constructed thereon in favor of Co-operative Housing Society/Federal Society/Apartment/Company/Association of Person of the Allottee after completion of the entire project in all aspects, subject to force majeure, circumstances beyond the control of the Promoters/Developers/Owners and specifically after consuming and usufruct all the benefits and utilizing present and

future FAR/FSI/TDR if any till the completion of entire project in all aspects. As well as it is also specifically mentioned herein that considering entire undivided or inseparable land underneath all buildings in all phases along with structures, basements and Podiums constructed in a Layout is agreed upon, the Promoter shall execute the conveyance of the entire undivided and inseparable land underneath all buildings in all the phases jointly or otherwise within three months from the date on which the Apex Body or Federation or one society is registered or, as the case may be, the association of the Allottees is duly constituted or within three months from the date of issue of occupancy certificate to the last of building in all the phases of entire layout sanctioned, whichever is earlier.

b) Under no circumstances, the Allottee shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee either to the Promoters/Developers/Owners or to any other agencies or authorities, to be actually paid by such Allottee.

c) All the expenses relating to such conveyance such as stamp duty, registration fees and other incidentals shall be borne and paid exclusively by the Allottee proportionately along with all other members, unit purchasers if any.

d) This agreement shall be construed as a Declaration by the Allottee as provided under Maharashtra Apartment Ownership Act, 1970 read with Maharashtra Apartment Ownership Rules 1972 thereby submitting their Apartments to the provisions of the said act.

19. DEFECT LIABILITY

It is agreed between both the parties that the defect liability period under the Act shall be deemed to have commenced after expiry of 15 days from the date on which the Promoters/Developers/Owners has given the necessary intimation for possession to the Allottee or actual date of possession whichever is earlier. Provided further, it is agreed that the Allottee shall not carry out any alterations of whatsoever nature in the said apartment or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the RCC structure, fittings, pipes, water supply connections or any other erection in the bathroom, kitchen, toilet, WC, terrace, etc. If any of such works are carried out or any heavy load are stored in the said Apartment, balcony, terrace etc., any liability including the defect liability automatically shall become void & the Allottee alone shall be responsible for it. Further the Allottee will be liable for paying damages, if any, to the Allottee/Owner/User of apartment below or any affected apartment. If due to the Allottees or any other Allottees act or negligence, the Allottees apartment

is damaged, the repairs shall be carried out by the party responsible for such an act and the Promoters/Developers/Owners shall not be liable for the same.

20. USE OF APARTMENT

The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose for which the same is sanctioned by the Town planning Authority and the Collector, Pune and/ or permitted by concerned provisions of law, and for no other purpose.

21. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter to the best of his knowledge and information hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The promoter herein has furnished all information and documents to the Allottees and he is acquainted himself with all the facts as to the marketable title of the Promoters to the said land and the rights of the Promoters to develop the said land and after satisfaction and acceptance of title has entered into this agreement.
- iii. 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;
- iv. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- v. 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;
- vi. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vii. 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;
- viii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with

respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- ix. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- x. The Promoter has explained to the Allottee and the same is agreed upon by the Allottee that GST has been applicable applied on present transaction by the Government from 1st July 2017 as per the Government Policy and Hence, consideration Amount is inclusive of GST as per prevailing rules of GST council and under Goods of Services Tax, Act 2017 .
- xi. The Promoters/Developers/Owners shall be entitled to make any changes in the elevation of the buildings to be constructed by it on the said land as also in the plans and specifications in respect thereof without being required to take the consent of the Allottee provided however that such changes shall not materially affect the internal plan and location of the Apartment/Unit agreed to be sold hereby. The Allottee and/or the Co-operative Housing Society or Association of the purchasers of the Units in the said project shall not raise any objection on any ground to the Promoters/Developers/Owners' rights reserved herein. The Allottee and/or the Co-operative Housing Society/Association of the purchasers of the Apartments/Units in the said project to be known as **"TANISH PARK"** shall not raise any objection on any ground as the Promoters/Developers/Owners' rights reserved herein.
- xii. The Promoters/Developers/Owners herein has specifically informed to the Allottee and the Allottee herein is/are also well aware that the Promoters/Developers/Owners herein is developing the scheme on the said Land, with an intention to have the homogeneity in the scheme as to landscaping, height, façade, elevation of the buildings, outer color scheme, terrace, windows, grills *et cetera*. The Allottee or any owner or occupier of the tenement/s in the building/s or scheme shall not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Allottee also shall not obstruct by willful act and/or omission any outlet of rain or drain or water or sewage in any manner.
- xiii. The Allottee herein declares that in the project, the Promoters/Developers/Owners herein are providing advance technology/amenities/material/plant and equipment in common facilities and which has to be operated/ used by the persons in the project with due diligence

and observe all types of safety. The Promoters/Developers/Owners shall not be responsible for the misuse, mishandling of all and/or any of them and any acts, things happened due to the same to any person/s including the Allottee.

xiv. 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;

xv. 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;

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

xvii. Irrespective of the possession of the Unit being given to the Allottee and/or management of the said Housing Complex being given to an Ad-Hoc committee of Unit purchasers, the rights under this Clause and/or under this Agreement reserved for the Promoters/Developers/Owners for exploiting the potentiality of the said land shall subsist and shall continue to vest in the Promoters/Developers/Owners till the Documents of Transfer are executed as aforesaid and the Promoters/Developers/Owners shall be entitled to execute the Document/s of Transfer reserving such rights in the said land in favour of the Promoters/Developers/Owners as may be outstanding at the time of execution of the document/s of transfer.

xviii. The Promoter has a right to and shall install at appropriate place at its discretion, a signage of the project name “**TANISH PARK**” and at suitable place in the entrance of the building the names of the unit owners.

22. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

The Allottee himself with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows:

- i. To maintain the Apartment at the Allottees 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. The Allottee of Apartment/Unit agreed to be sold hereunder and all the other purchasers of Units in the said entire project to be constructed on the said land shall not have any right, title, claim or interest in respect of the open spaces, parking spaces and common areas of the said entire project and the said land until the Promoters/Developers/Owners declare that the project is completed and till then the rights of the Allottee are confined only to the Apartment/Unit hereby agreed to be sold.
- iii. 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.
- iv. To carry out at his/her/their 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.
- v. 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 color 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 tenable 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, Partis or other structural members in the Apartment

without the prior written permission of the Promoter and/or Apartment Condominium or the Society or the Limited Company.

- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- viii. 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.
- ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- x. 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.
- xi. The Allottee shall observe and perform all the rules and regulations which the Apartment Condominium may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xii. Till a conveyance of the structure of the building in which Apartment is situated is executed in favor of Apartment Condominium/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.

- xiii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favor of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- xiv. Not to make any changes, in the elevation such as, enclosures and terraces, dry balconies, additions of grills, etc., except or without the prior permission of the project architect.
- xv. The Allottee is hereby prohibited from altering, obstructing the external and internal structure of the building constructed as per the sanctioned plan.
- xvi. It is specifically understood that the matters related to service providers such as security services, managerial services & other service appointed by the Promoter for the Association of Owners is entirely the responsibility & liability of the Association. The Apartment Association has to handle all the financial and other matters with such service providers and the Promoter shall not be financially liable towards the Association and/ or the service providers.
- xvii. As the Promoter will be applying to the concerned authorities for giving separate water connection for the buildings and electricity for the apartment of the Allottee , if there is delay in obtaining the water and electricity connections from the concerned department then in that case the Promoter may provide electrical connections/ water supply through any other temporary arrangements because of which if there is any improper/ in sufficient / irregular water supply/ electricity supply the Promoter shall not be held responsible for the same and the Allottee hereby consents for any temporary arrangements that may be in the said interim period. Till a separate electric meter or a water meter is installed/allotted by the MSECDL and any other authority, the Allottee herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his Apartment.

23. LOAN

- (a) The Promoters/Developers/Owners has entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said Land, for which the Promoters/Developers/Owners shall be entitled to create security either by way of mortgage or otherwise, on the said Land in favor of such bank/s and/or financial institute and/or person for the loan subject to consent of the Allottees and RERA as

per the provisions of The Maharashtra Real Estate (Regulation and Development) Act, 2016 with rules made there under.

- (b) The Allottee hereby accorded his irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institute and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.
- (c) In the event of the Promoter availing such loan, the Promoter shall be bound to send written intimation about availing of any such loan to the Allottee.
- (d) However, the Promoter shall keep the Allottee duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses.
- (e) In the event of the Promoter availing such loan, the Promoter shall be entitled to call upon the Allottee to make payment of the balance amount payable by the Allottee to the Promoter under this agreement, directly to such bank/s and/or financial institute and/or person, as the case may be, towards repayment thereof. The amount so paid by the Allottee to such lender, shall be, and shall be treated to be the payment made by the Allottee to the Promoter.

24. TERMINATION

- (a) In the event of Allottee committing any default in payment of the price of the said Apartment/Unit and/or any other money by whatever name called, payable by the Allottee under this instrument on the prescribed day and date and/or commits breach of any of the terms and conditions of this instrument, the Promoters/Developers/Owners shall be entitled to terminate this agreement, by issuing 15 (Fifteen) days prior written notice to the Allottee, which itself shall be, and shall be treated as the cancellation, revocation and termination of this agreement. In that situation, notice send by the Promoters/Developers/Owners at the address mentioned in the title of this agreement of the Allottee shall be presumed as address for service of the notice and notice shall to be send by R.P.A.D./Courier/Email as per the discretion of the Promoters/Developers/Owners. Said notice shall to be specifically mentioned about the intentions of the Promoter to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.
- (b) On termination of this agreement, the Allottee shall be entitled only to refund of the amount so far till then paid by the Allottee to the Promoters/Developers/Owners under this instrument (subject to adjustment and recover of an amount of Rs. 50,000/- and any agreed liquidated damages and or any other expenses incurred by the promoter for such unit as requested by the Allottee or any other amount which

may be payable to the Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment/Unit which may till then have been paid by the Allottee to the Promoter.

Provided that if the construction of the said Apartment/Unit is completed stage wise as per the terms and conditions of this agreement and If the Promoters/Developers/Owners has availed loan for the project and then the Promoters/Developers/Owners shall be entitled to claim interest @18% p.a. on the due amount and to deduct the same from the amount which is credited with the Promoters/Developers/Owners against this agreement as the Promoter shall have to pay interest to concerned financial institution and on relying the assurance, promise of the Allottee to perform the terms and conditions of this agreement; Promoters/Developers/Owners is completing the construction of the project. It is essence of the agreement.

- (c) Without prejudice to anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Promoters/Developers/Owners against the Allottee on facts and in law, on and/or as a result of such termination shall however, be adversely affected or prejudiced.
- (d) After period of the notice if the Allottee failed to make payment as per the notice, then the Promoters/Developers/Owners shall entitle to sale the said Apartment to any third person subject to repayment of consideration to the Allottee without any interest as mentioned hereinbefore by the Promoters/Developers/Owners.

25. RESTRICTED AREAS AND FACILITIES

a)The areas described in definition clause herein above state common areas and facilities and which shall be for the more beneficial use and enjoyment in common with other Allottees. The Allottee shall have no exclusive claim whatsoever in the same including all lobbies, staircases, lifts, which will always remain the property of the association and the same shall be for the common use for of all the Apartment Allottees.

b)The areas described in definition clause herein above state limited common areas and facilities and which shall be for the purpose of facilitating services required for the common maintenance of the Apartment/building/scheme. The Allottee shall have no exclusive claim whatsoever in the same will always remain the property of the association and the same shall be used for of the purposes as decided by the Apartment Condominium from time to time.

c)The Allottee shall not raise any objection in the matter of allotment or sale of remaining Apartment etc. in the said land on the ground of nuisance, annoyance or

inconvenience or any other reason what so ever from any profession, trade or business, etc. that has been or will be permitted by law or by local authority.

d)The Allottees shall have no claim save and except in respect of the said Apartment hereby agreed to be sold in to him and all common amenities, areas and facilities as described in **Schedule-IV** herein below will remain the property of the Promoter until the said land and building/s is/are transferred to an organization of Apartment Owners. Significant risks and rewards of ownership and effective control of Apartment shall be deemed to have been transferred on delivery of possession though ownership and effective control of scheme shall remain with Promoter.

e)The Allottee hereby gives his consent and has no objection for the use of the remaining units wholly or in parts any other purpose as may be permitted by the Promoter in accordance with laws.

26. RIGHT OF ALLOTMENT OF CAR PARKING

It is hereby agreed that the Promoter has the exclusive right of allotment of the different parking spaces to one or more person/s of their choice and such person/s may not be the Apartment holders and realize sale and other process there from to its benefits. Covered / open Scooter and Car parks are not the common areas and each car/scooter park will be allotted to specific Allottee/s by the Promoter as per his choice and discretion.

27. TRANSFER OF PROJECT

The Promoter shall have right to transfer the project to any third party /entity subjected to due compliance of the conditions as laid down under Section 15 of The Real Estate Act, 2016.

28. SPECIAL COVENANTS

a) 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 Apartment Condominium/Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

b) The Allottee is made aware of by the Promoter and the Allottee undertakes to maintain and run Sewage Treatment Plant (**STP**) / Waste Water Recycling Plant / Rain Water Harvesting / Solar Water Heating System / Water Pumps / Fire Fighting System / any other system, if provided, water recycling units located/or to be located in the present scheme from the date of handover of management of the Apartment Condominium to the Managing committee thereof in conformity with the

rules and regulation governing the operation of such plant. The Allottee together with the Apartment Condominium thus formed shall keep the Promoter/PCMC indemnified from any liability arising out of non-functioning or maintenance or violation of law pertaining to the Sewage Treatment Plant/Waste Water Recycling Plant/Rain Water Harvesting located at the present scheme.

C) The location of the Sewage Treatment Plant (**STP**) in the said project shall be at the North Side of the 'F' building , Organic Waste Converter (**OWC**) shall be at North Side of the 'F' building , Open Space shall be between D & F Building, between C & G Building, between B & H Building, between A & I Building and to the East Side of E Building, and Electric Transformer in the said project shall be at East Side of the 'I' building.

d) All rights of water, drainage, water course, light and other easement and quasi or reputed easements and rights of adjoining land Owner/s and their prospective members affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The Promoter shall not be required to show the creation of or define or apportion any burden.

e) All the covenants and conditions ensuring for the benefit of the said person / s as contained in the Agreement / s made between them and / or the Promoter, the said Order / s passed under the Ceiling Act, Order of Layout and / or sub-division relating to the said land, Order of conversion and all terms and conditions stipulated by the Promoter in respect of the common areas and facilities and amenities to be provided for the benefits of the said land or any part / s thereof.

f) For the aforesaid purpose and all purposes of and incidental thereto, and / or for the more beneficial and optimum use and enjoyment of the various portions of the said land and / or any part / s thereof of the Promoter in such manner as may be desired by the Promoter, the Promoter shall be entitled to grant, over, upon or in respect of any portion/s of the said land, all such rights, benefits, privileges, easements etc. including right of way, right of draw from or connect to all drains, sewers, water, electricity, telephone connections and/or installations and other service in the said land and/or any part/s thereof right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the said land and/or any part/s thereof for the more beneficial and optimum use and enjoyment of the same in such manner as may be desired by the Promoter. The Promoter shall, if they so desires, be also at liberty to form and incorporate one ultimate body hereinafter referred to in respect of the said land and/or any part/s thereof subject to the same being permissible by the DEVELOPMENT CONTROLLING AUTHORITY and authorities concerned and the Allottee/s hereby irrevocably consent/s to the

same. The term ultimate body shall be accordingly construed wherever such construction is permissible in relation to said term.

g) It being made expressly clear that the ultimate body's transfer deed/s in respect of the said land viz. the said land and/or any part/s thereof with building thereon shall contain such provision which shall be accordingly framed and the burden thereof shall run with the said land shall be binding upon all the persons who are the holders of their respective Apartment/s comprised in the said land as the Promoter may reasonably require for giving effect to and/or enforcing the said restriction covenants and stipulations.

h) It is hereby recorded that the consideration factor arrived at between the parties hereto under these presents is suitably priced keeping into consideration the rights and obligations reserved and vested into each and therefore the Allottee/s shall have no right or remedy to defer or deny any obligation imposed on him/her/them since he/she/they has/have availed of the benefit factor of such obligation by reduction in the consideration hereunder.

i) This agreement is subjected to any natural calamity or manmade occurrences which could not have been envisaged while designing the building for which the building is not designed any act that is detrimental to the building as a whole.

j) The Promoter shall have a first charge and/lien on the said apartment in respect of any amount payable by the Allottee/s under the terms and conditions of this Agreement.

k) It is hereby made clear that the furniture layout, color scheme, specifications, amenities and facilities, elevation treatment, trees, garden, lawns, etc. shown in the pamphlets, brochures, literature, films, hoardings, websites, and other promotional media are shown only for the sake of advertisement and the same are not binding on the Promoter to provide unless specifically mentioned and agreed in this agreement and subject to his right/s and discretion to make changes in the same. The balconies as shown in the sanctioned plan may be enclosed at the Promoter's discretion.

l) It is specifically agreed between the Promoter & Allottee/s that the Allottee/s has absolute right on the said apartment. The Allottee/s has limited/common rights on the amenities which are specifically mentioned in the **Schedule-IV** of the said agreement. The Purchaser/s can be granted limited/common rights (if any) other than that as mentioned in **Schedule-IV** as and when decided by the Promoter from time to time.

m) The Allottee shall under no condition raise any objection/dispute or resort to any legal process to disrupt or stop right of way/easementary rights/ Right to share

amenities of the scheme/any other privilege/rights granted by the promoter herein to any individual /society /apartment condominium/partnership firm/proprietorship firm/company/body-corporate/sister concern.

- l) It has been well and sufficiently informed to the Allottee that the Promoter and the Owner herein are in negotiations with the adjacent land owners for the acquisition thereof and the Promoter and the Owner herein plan to amalgamate the said land into the present layout and develop the same by the way of creation of additional structure on the amalgamated land. The amenities as proposed in the present layout shall be treated in common with the additional apartment/units/ floors / wings / buildings so developed on the amalgamated land and the Allottee has understood the same and have given its irrevocable consent for such future amalgamation and development of additional structure and use of the amenities as proposed by the future unit occupiers of the additional structure. The Allottee has also been informed that the number of floors in the existing building may vary by the way of addition of floors at the sole discretion of the Promoter herein. The Allottee herein has given its irrevocable consent for the same. There shall not be any requirements on part of the Promoter to seek any further consent from the Allottee with regards to the same and the consent given herein shall be treated as specific and informed consent.

29. 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.

30. ENTIRE AGREEMENT

This Agreement, along with its Schedules and Annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes/annuls 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.

31. RIGHT TO AMEND

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

32. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

33. 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.

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

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

35. 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.

36. 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 04

months after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at **PUNE**.

The Allottee and/or Promoter shall present this Agreement 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.

37. SERVICE OF NOTICE

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and Under Certificate of Posting at their respective addresses as mentioned initially in this Agreement.

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.

38. 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/them which shall for all intents and purposes to consider as properly served on all the Allottees.

39. STAMP DUTY AND REGISTRATION

The consideration of the said agreement between the Promoter and the Allottee herein is as per the prevailing market rate in the subject locality. This agreement is executed by the parties hereto under the Maharashtra Ownership Flats Act, 1963, Maharashtra Apartment Ownership Act, 1970 and The Real Estate (Regulation and Development) Act, 2016 and the stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958. The Promoter herein has paid stamp duty at the rate of **6 %** (As per prevailing Rules and Regulations) of the agreed consideration and shall pay appropriate registration fees and expenses. The parties hereto shall be entitled to get the aforesaid stamp duty, adjusted, leviable on the conveyance, which is to be executed by the Promoter/Owners herein in favor of the Allottee herein. If any additional stamp duty or other charges are required to be paid at the time of conveyance the same shall be paid by the Allottee alone. The parties are aware that the Government of State of Maharashtra proposed to increase the stamp duty as levied on the registration of Agreement to Sale ,In case there is any requirement to

pay any additional stamp duty either at the time of registration of these presents or at the time of execution and registration of Deed of Apartment or conveyance deed in favour of apartment, the same shall be borne by the Allottee herein. In case the Allottee failed to pay the same the Promoter and the third party shall be under no liability to execute the Deed of Apartment/conveyance and the Promoter/Third Party shall be absolved of all the liability as cast upon them under Maharashtra Ownership of Flats Act. It is also agreed that in case there is any increase in the registration charges the same shall be borne by the Allottee herein.

40. USE OF APARTMENT

The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose for which the same is sanctioned by the Town Planning Authority and Collector, Pune and/or permitted by concerned law and for no other purpose.

41. DISPUTE & JURISDICTION

Any dispute between parties shall be settled amicably. Further in case the dispute remains unresolved then in that case Parties to this agreement submit to the exclusive jurisdiction of Real Estate Regulatory Authority at Pune / Competent Authority as provided under The Real Estate Act 2016 / Maharashtra Ownership of Flats Act 1963 will have exclusive jurisdiction to try and entertain the dispute.

42. 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 Real Estate Regulatory Authority will have the jurisdiction for this Agreement

43. WAIVER

Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms of this Agreement, or any forbearance or giving of time to the Allottee by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions, by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.

44. DECLARATION BY ALLOTTEE

The Allottee declares hereby that he has read and fully understood and agreed to the contents of this agreement and having consulted their legal, technical and financial advisors about the implication and effect of this agreement, the same has been executed by the Allottee.

In this agreement the word 'He' shall mean and include both the genders male as well as female and vice-versa as the context may permit. Further any nomenclature which ordinarily means singular shall mean and include the plural.

45. INTERPRETATION

The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.

Use of singular shall include the plural and vice versa and any one gender includes the other gender.

All the dates and periods shall be determined by reference to the Gregorian calendar.

Reference to any party to this agreement includes his/her/its heirs, executors, administrators, successors and permitted assigns.

46. MAINTENANCE, TAXES, CESS AND OTHER CHARGES

(a) On or before delivery of possession of the said Unit by the Promoter to the Allottee or from the 15 day from receipt of the letter from the Promoter to the Allottee to take possession of the concerned Unit, the Allottee shall pay to the Promoter, an amount towards common maintenance, in advance for the period of next 12 (Twelve) months from such date, as follows:

Unit	Amount + GST
In case of residential Apartment 1BHK	Rs. 18,000/- + GST
In case of residential Apartment 2BHK	Rs. 18,000/- + GST

(b) The said amount shall be used and utilized by the Promoter only for common maintenance of the building/s AND Amenities being constructed on the said Land, for the period of 12 (Twelve) months from the date of delivery of possession of the said Unit by the Promoter to the Allottee.

(c) It is agreed between the parties that said maintenance shall NOT include the items mentioned below, and if required to be effected by the Promoter, the Allottee shall be liable to make separate contribution towards the following maintenance, as and when called upon by the Promoter.

- i) Insurance for building/ Apartments/ equipments/ machinery, towards theft, fire etc. and such any other related expenses,
- ii) Sinking funds etc.
- iii) Property taxes of individual building/ Apartments/ common amenities etc.
- iv) Any other direct and/or indirect central and state government taxes, levies, cess etc. of the property including Apartment/unit,
- v) Any other statutory charges, levies, taxes and duty if any.
- vi) Wear and tear charges.

- (d) After the period mentioned herein, the Promoter shall be entitled to entrust maintenance of Common Areas and Facilities to an *ad hoc* committee of Apartment purchasers appointed by the Promoter, subject to the liberty of the Promoter to entrust the maintenance even prior to the said period, in which case, the Promoter shall also entrust the balance remaining of the amount received from Apartment purchasers till then.
- (e) The Allottee admits and agrees to the same, so that the maintenance of the entire complex is not hampered in any way due to lack of or non-payment by the Allottee.
- (f) It is also clearly understood that this shall not preclude the organization from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottee, provided the decision to that effect will be duly taken by the organization.
- (g) Such organization shall be entitled to claim reasonable interest, on the arrears of such charges from the defaulting Allottee, without prejudice to the other rights and powers of the organization.
- (h) Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or Apartment purchaser organization after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Purchaser shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or such organization, as the case may be.
- (i) The Allottee shall maintain at his own cost the said Unit, fixtures, fittings, facades, elevations, so also exclusive rights relating to landscaped open space and other exclusive area/s and/or facility/ties, sold and granted specifically, if any.
- (j) The Allottee shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ charges/ duties on the said Unit and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate or grant of possession of the said Unit whichever, is earlier.
- (k) The Promoter shall apply for the requisite water connection to the concerned authority, however due to change in the water availability in the District of Pune the authorities may vary / reduce the connection to be granted to the said scheme. The Promoter's liability shall be limited to making appropriate application to the PCMC / appropriate authority for grant of the requisite water connection, the promoter shall in no way be held liable for the reduction / varying of such connection by

PCMC / appropriate authority.

- (l) If at any time, after execution of this agreement, any tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover tax/ works contract tax/ GST, penalties *et cetera*, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said Land or the said Unit or the said agreement or the transaction herein, shall exclusively be borne and paid (and the same is paid, reimburse) by the Allottee.
- (m) The Allottee hereby, indemnifies the Promoter and the Apartment purchase organization from all such levies, cost and consequences arising therefrom.
- (n) In the event of the Promoter being constrained to pay any GST or any such levy referred to above, the Allottee shall reimburse the same to the Promoter immediately. The Promoter shall be entitled to claim interest @ **18%** on such amount from the Purchaser, if the Allottee fails to reimburse the same to the Promoter immediately. There shall be a charge of such amount on the said Unit till its actual receipt by the Promoter.
- (o) All levies in respect of this agreement, conveyance, any other document required to be executed in respect of and relating to the said Unit and/or the transaction under this agreement shall entirely be borne and paid by the Allottee.

47. RESERVATIONS

- (a) It is also understood and agreed by and between the parties hereto that the Promoter shall be at liberty to grant and allot right to exclusive use any open space for garden or parking space; under stilt or open in the marginal open space, to any unit Allottee in the project, and the such unit Allottee shall be entitled for exclusive use thereof. The Allottee hereby irrevocably granted and shall be deemed always to have granted his consent for the same.
- (b) All payments agreed to herein and otherwise required to be made by the Allottee otherwise, shall always be the essence of the contract, and failure whereof, shall be a breach of this agreement, committed by the Allottee Notwithstanding anything contained in this agreement, any act, things or deeds by the Promoter shall not be presumed as condoning the exclusive right of the termination of the agreement due to specific reason of non-payment of any amount due to the Promoter on due date by the Purchaser. Any correction, change in the terms and conditions of this agreement shall be in writing.
- (c) The Promoter shall not be liable to pay any amount as and towards common maintenance or in the nature thereof, for or relating to the unsold

Apartments/units, nor the organization of the Apartment purchasers shall be entitled to any such amount as and towards common maintenance or in the nature thereof, either from the Promoter till the concerned Apartment will be sold by the Promoter, and/or from the concerned Apartment purchaser prior to the date of purchase of the concerned Apartment by him/ her/ them.

- (d) It is expressly given to understand to the Allottee that though the said Scheme as described in Schedule hereunder initially comprises of Building the Promoters have already planned to implement the scheme upon the said Entire Property and adjacent properties by development and sale of units, spaces, facilities and amenities etc. The Allottee of units in Schedule I Property and the Allottee s of other building upon the Entire Property shall be having all the common rights, title and interests to common spaces, amenities, facilities, internal roads etc.
- (e) As well as it is agreed by the Allottee that the Promoters shall be entitled to shift the locations of the reservations, spaces, gardens, amenities, Transformer etc. to hand over the areas under reservation, compensation in form of TDR, FSI and shall be entitled to utilize the said FSI/TDR upon the Scheduled Property or any other part of the said Entire Property. There shall always be the encumbrance of the rights and interests of the promoters in respect of the entire balance areas, spaces, rights and benefits except the unit agreed to be sold to the Allottee by this agreement.
- (f) The Allottee shall permit the Promoter and its surveyors or agents with or without workmen and other, at all reasonable times to enter into the said Unit or any part thereof and to make good any defects found in respect of the said Unit or the entire building or any part thereof.

48. OTHER CONDITIONS

- (a) The said Unit shall be impartibly and shall always remain as one. The Allottee shall not subdivide and/or dispose of the same in parts.
- (b) The Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Land/ building or any part thereof, whereby any increased premium shall become payable or levied, in respect of the insurance.
- (c) The Allottee shall also observe all other terms/ conditions/ directions/ rules/ notifications issued, enforced, circulated under any statutes, rules, orders, bye-laws by any authority or by the said organization for "use" of the Units in the said scheme or in any other part of the said Land.
- (d) Notwithstanding anything contained anywhere in this agreement, the Allottee shall **not:**

- demolish or cause to be demolished the Apartment or any part or wall or structure thereof nor at any time make or cause to be made any addition or alteration like shifting doors/windows/grills walls etc or in the Apartment or any part thereof,
- make any holes/ cuts/ breakages/ chiselling or any other damage of whatsoever nature to structural walls, columns, beams, slabs etc. that will in any way affect the structural stability and integrity of the building,
- make any change in the external color scheme of the building/ wing in which the Apartment is located,
- extend the said Apartment or make any external attachments to the walls of the Apartment like enclosing grills, clothes drying lines, stands for potted plants, outdoor units of air conditioners, antenna dish of television, etc. or any other additions of whatsoever nature to the Apartment,
- cover, fully or partially, any terrace or other projection with any structure,
- use common passages staircases and lobbies and other such spaces for storage or reposition of any goods or garbage of any kind or to keep potted plants of any sort, or whatsoever other items that may in any way hamper or otherwise reduce the usability of these spaces in any manner,
- obstruct in any manner by any act or omission, sewer, drains, pipes, passages and common area prohibiting or blocking common use and access thereto,
- raise any wall, window, grill or shutter or enclosure of any nature whatsoever, in or relating to the parking space allotted,
- use or permit any use of the parking space other than parking of the vehicles,
- use the elevators which has potentials to damage the same or its operation and to misuse the elevators.

49. MISCELLANEOUS

Except otherwise provided herein, or the context otherwise requires, this agreement shall always be subject to the provisions of the Maharashtra Ownership Apartments Act, 1963 and The Maharashtra Real Estate (Regulation and Development) Act, 2016 with rules made there under. If it is required to make alterations, amendments, additions and corrections to this agreement as per the provisions of The Maharashtra Real Estate (Regulation and Development) Act, 2016 with rules made there under; then both parties shall to enter into addendum and supplementary agreement for the compliance of the same time to time. As well as this is ongoing project of the Promoter and within the stipulated period as mentioned in The Maharashtra Real Estate (Regulation and Development) Act, 2016 with rules made there under above said project will be registered with the Authority. As well as this is ongoing project which is registered under **The Maharashtra Real Estate**

(Regulation and Development) Act, 2016 by certificate no. _____ on
_____.2021 by the Promoter.

SCHEDULE OF THE PROPERTY

SCHEDULE I

A] Survey No. 228 Admeasuring area 00 H 71 R its assessment at Rs.13.00 Paise situated at the Village Charholi Budruk, Taluka Haveli, District Pune; lying and situate within the Registration District of Pune, the Registration Sub-District of Taluka Haveli 1 to 27, the Revenue limits of the Tahsil Haveli and situate within the limits of the Pimpri Chinchwad Municipal Corporation, Pune.

On or towards East : Road.

On or towards South : Survey No. 225 & 229.

On or towards West : Remaining land of Out of Survey No. 228.

On or towards North : Road.

B] Survey No. 229/1/1, Admeasuring area 01 H 53.50 R its assessment at Rs. 10.93 Paise situated at the Village Charholi Budruk, Taluka Haveli, District Pune; lying and situate within the Registration District of Pune, the Registration Sub-District of Taluka Haveli, the Revenue limits of the Tahsil Haveli and situate within the limits of the Pimpri Chinchwad Municipal Corporation, Pune and bounded as follows-

On or towards East : Out of Survey No. 228.

On or towards South : Survey No. 225,230,232 & 234

On or towards West : Out of Survey No. 228.

On or towards North : Remaining land of Survey No. 228 & 229.

C] Survey No. 229/2 Admeasuring area 00H 45 R its assessment at Rs. 4.00 Paise situated at the Village Charholi Budruk, Taluka Haveli, District Pune; lying and situate within the Registration District of Pune, the Registration Sub-District of Taluka Haveli 1 to 27, the Revenue limits of the Tahsil Haveli and situate within the limits of the Pimpri Chinchwad Municipal Corporation, Pune.

On or towards East : Out of Survey No. 228.

On or towards South : Survey No. 225,230,232 & 234

On or towards West : Out of Survey No. 228.

On or towards North : Remaining land of Survey No. 228 & 229.

D] Survey No. 229/1/2 Admeasuring area 00H 25 R its assessment at Rs. 3.00 Paise situated at the Village Charholi Budruk, Taluka Haveli, District Pune; lying and situate within the Registration District of Pune, the Registration Sub-District of Taluka Haveli 1 to 27, the Revenue limits of the Tahsil Haveli and situate within the limits of the Pimpri Chinchwad Municipal Corporation,Pune.

- On or towards East : Out of Survey No. 229.
- On or towards South : Survey No. 229
- On or towards West : Out of Survey No. 228.
- On or towards North : Remaining land of Survey No. 228.

E] Survey No. 229/1/2 Admeasuring area 00H 25 R its assessment at Rs. 3.00 Paise situated at the Village Charholi Budruk, Taluka Haveli, District Pune; lying and situate within the Registration District of Pune, the Registration Sub-District of Taluka Haveli 1 to 27, the Revenue limits of the Tahsil Haveli and situate within the limits of the Pimpri Chinchwad Municipal Corporation,Pune.

- On or towards East : Out of Survey No. 229.
- On or towards South : Survey No. 229.
- On or towards West : Out of Survey No. 228.
- On or towards North : Remaining land of Survey No.229.

SCHEDULE - 2

(DESCRIPTION OF THE FLAT/UNIT)

All that

Flat/ Unit	_____
Wing/Building	_____
Floor	_____
Area	Carpet area _____ Sq Mtrs(_____ Sq Fts) Open Balcony area _____ sq. Mtrs (_____ Sq Fts) plus Terrace area _____ sq. Mtrs (_____ Sq Fts)

SCHEDULE-3

Consideration Amount	Rs._____ /-
TRANSFER DATED:- _____ TRANSFER DATED:- _____	Rs._____ /-
	Rs._____ /-
	Rs._____ /-
	Rs._____ /-
	Rs._____ /-Received as consideration Cost
Total Flat Cost Received Rs.	Rs._____ /-
Balance Flat Cost Rs.	Rs._____ /-
Then at the time receiving possession of the said Unit the purchaser will have to the Sum of Rs. 18,000/- as advance against maintenance charges.	
Stamp Duty and Registration Charges with respect to this agreement will be borne by the Promoter/ Builder.	

THE FOURTH SCHEDULE (Amenities and Specifications)	
1) THE BUILDING WILL BE R.C.C frame columns, beams & slab will be as per Earthquake Resistant R.C.C. framed structure. 2) External walls shall be of 5" width bricks sand face cement plastered and internal side shall be sanala finished. 3) Attractive main doors. 4) 3 track powder coated Aluminium Windows with mosquito net & marble sill. 5) All living, Dinning, Kitchen, Common passages & bedroom shall have 2' x 2' tiles in flooring. 6) Granite / Marble kitchen Platform Top with stainless still Sink and tiles up to full height. 7) Glazed tiles in bathroom/toilets, concealed plumbing of G.I. Pipe or C.P.V. C pipe & Attractive Toilet & Bathroom fitting of any standard make. 8) Concealed electrification with ample nos. of points. Cable connection in living room. 9) Drainage line with Septic Tank of the sufficient capacity shall be connected to selvage line. All verticals shall be PVC Pipes of standard quality. All R.W. Pipes shall be of PVC Pipes. 10 Amenities :-	
	LIFT WITH GENERATOR BACKUP. a) BABY SWIMMING POOL & CLUB HOUSE. b) JOGGING TRACK AND CHILDREN PARK AREA. c) RESTING AREA FOR SENIOR CITIZENS. d)
SPECIFICATION :-	
	a) SOLAR WATER HEATING SYSTEM. b) WATER PURIFIER. c) INVERTER WITH BATTERY. d) VIDEO DOOR SYSTEM ON MAINDOOR. e) DESINER POP CELING IN LIVING ROOM.
12COMMON FACILITIES :-	
	a) RCC Frame Work structure of the building. b) Drainage and water line net work c) Electric meters and water meter/s connected to common lights, Corporation water connections, pump set etc. d) Light points outside the building and the staircase/s as well as those in the Common parking space and Common washroom for Security Guard and Drivers.

SCHEDULE-5

CERTIFICATE OF TITLE

This is to certify that I have verified and investigated title of the property in the Offices of Sub Registrar, Pune 1 to 27 and carried out search for the last 30 years. I.e. from the year 1991 to 2021 from the Index II Registers which were made available to me. **M/S. TANISH DEVELOPERS**, A Registered Partnership Firm, Through it's Partners, Mr. Raju Mohanlal Mehta, Mr. Dilip Shantilal Solanki, Mr. Shrenik Nirmal Parmar, having its Office at: Gat No. 498 Hissa No. 2 and 3, "TANISH SRUSHTI" Village Charholi Khurd, Taluka haveli , District Pune had also handed over to me the documents which were available with them for scrutiny and examination. Relying upon the available documents, title deeds, revenue records **M/S. TANISH DEVELOPERS** is owner of the scheduled properties who have clear, marketable title in respect of the Schedule properties free from all encumbrances, charges or claims of whatsoever nature.

M/S. TANISH DEVELOPERS have acquired ownership rights of the Scheduled properties and they are entitled and absolute rights and title to develop the Scheduled properties by constructing multi storied building/s thereon and commence, continue and complete the construction of the building/s which are under construction as per the plan/s sanctioned.

M/S. TANISH DEVELOPERS shall have absolute right to sell the Scheduled properties and to sell in any manner flats, row houses, shops, offices, grant exclusive right to use adjacent terrace, top terrace, parking space under stilt, open to sky parking space, side margin open space for garden purpose, etc. to the prospective buyers, mortgagee, allottees and to receive the consideration from them. Relying upon the available documents in my opinion there are no restrictive clauses which will obstruct the present developers of the Scheduled properties from selling, mortgaging, leasing or alienating the proposed unit/s in the building/s to be constructed on the Scheduled properties by **M/S. TANISH DEVELOPERS** or their nominee/s and/or assignee/s.

M/S. TANISH DEVELOPERS, A Registered Partnership Firm, Through it's Partners, Mr. Raju Mohanlal Mehta, Mr. Dilip Shantilal Solanki & Mr. Shrenik Nirmal Parmar, having absolute and clear marketable Ownership rights, title to the properties mentioned in the schedule.

ADV. SHILPA SALVE

IRREVOCABLE CONSENT LETTER BY THE FLAT/UNIT PURCHASER/S

I/ We 1. _____ & 2. _____ the Flat/Unit Purchaser/s herein, do hereby accord our free and not blanket consent to the Promoters/Developers/Owners to effect any changes, revisions, renewals, alterations, modifications, additions, corrections *et cetera* in the sanctioned plans and/or layout of the said Land/s (Described in SCHEDULE written herein above) and/or building/s and/or structures on the said Land.

I/We 1. _____ & 2. _____ the Flat/Unit Purchaser/s herein, further accord this my/our Irrevocable “No Objection” to the Collector of Pune and/or Pimpri Chinchwad Municipal Corporation accordingly to effect any changes, revisions, renewals, alterations, modifications, additions, corrections *et cetera* in the sanctioned plans and/or layout of the said Land/s as may be submitted by the Promoters/Developers/Owners time to time; in addition to the terms and conditions of this agreement.

However, the construction, location of the above said Flat/Unit agreed to be purchased by me/us shall not be adversely affected.

At present FSI consumable upon land area i.e. **31950** Sq. Mtrs. and future additional FSI/TDR will be sanctioned and/or available shall be exclusively belong to the Promoters/Developers/Owners. As well as present sanctioned layout and plans are verified by me/us as well as future projection/s, revisions, modifications, alterations in present sanctioned layout and plans are also shown to me/us. Due to this reasons and/or grounds, I/We shall not entitle to take and/or raise any objection, litigation, dispute etc. against the Promoters/Developers/Owners and shall to indemnify them for the loss if any. Draft of the above said agreement is given by the Promoters/Developers/Owners to me/us and after reading, understanding and verifying the all contents, terms and conditions of the agreement; I/We have executed this agreement.

1. _____

2. _____

(Flat/Unit Purchaser)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED AND EXECUTED THIS AGREEMENT TO SELL ON THE DATE AND AT THE PLACE HEREIN BEFORE FIRST MENTIONED.

PROMOTERS/DEVELOPERS/OWNERS:

M/S. TANISH DEVELOPERS, Through its Partners,1. MR. RAJU MOHANLAL MEHTA 2. MR. DILIP SHANTILAL SOLANKI (POA HOLDER FOR 1 and 2 and for himself 3. MR. SHRENIK NIRMAL PARMAR		
Signature	Thumb Impression	Photo

PARTY OF FIRST PART

FLAT/UNIT PURCHASER/S:

1.			
	Signature	Thumb Impression	Photo
2.			
	Signature	Thumb Impression	Photo

PARTY OF SECOND PART

Witnesses	Signatures

TANISH PARK

FLAT NO :- _____

1. _____

2. _____

Contact No: _____/_____

DRAFT