

ALLOTMENT LETTER

To,

Date : _____

- 1) _____
Residing at ; _____
- 2) _____
Residing at ; _____

Subject : Allotment of apartment

Reference : Your application dated _____ for
allotment of apartment.

Sir / Madam,

You have submitted your above referred application (said
" **APPLICATION** ") to us for allotment of an apartment as
detailed below (said " **APARTMENT** ") :

Particulars	Details
Apartment No.	
Area	S.q.Mtrs. (Carpet)
Balcony (if any)	S.q.Mtrs.
Terrace (if any)	S.q.Mtrs
Parking space/s (if any)	
Name of the Project	Rio Greens
Address of the Project	Sr. No. 34/8B(P), Kasarsai, Tal. Mulshi, Dist. Pune : 410506. Maharashtra.

After receiving the said Application we have given you disclosures of various documents / information in respect of the land on which the abovesaid project being / is developed and in respect of the said Apartment, as envisaged under The Real Estate (Regulation and Development) Act, 2016.

By this Allotment Letter you are hereby allotted the said Apartment subject to the terms and conditions mentioned herein below :

(1) The cost details in respect of the said Apartment shall be as tabulated hereunder :

Sr. No.	Details	Amount in rupees
1.	Price consideration of the said Apartment including parking space and proportionate price of the common area and facilities appurtenant to the said Apartment.	Rs._____/ -
2.	Stamp duty including LBT, if applicable in respect of the abovesaid price consideration.	Rs._____/ -
3.	Registration fee	Rs._____/ -
4.	Applicable Service Tax / GST	Rs._____/ -
5.	Other Applicable Tax / VAT / GST	Rs._____/ -
6.	Applicable TDS	Rs._____/ -
7.	One time maintenance cost for first 6 months / One tile maintenance cost for life time as the case may be.	Rs._____/ -
	TOTAL	Rs._____/ -

We have received from you on amount of Rs. _____/- (Rupees _____ only) by a cheque dated _____, for Rs. _____, bearing No. _____, drawn on _____ Bank, branch _____, towards advance payment (said "ADVANCE PAYMENT") and we have issued you a receipt in that regard.

(2) The balance amount shall be paid by you to us as per payment schedule that will be mentioned in the agreement for sale in respect of the said Apartment (said "AGREEMENT").

Other Terms and conditions of allotment of the said apartment

1. The amounts of stamp duty, registration fees, Service Tax, GST, TDS and VAT are subject change depending on government policy. You shall pay the amounts towards stamp duty, registration fee. VAT prior to registration of the said Agreement as and when demanded by us. You shall pay the applicable service tax/GST on each of the installment payable to us; and shall pay TDS if applicable of your own and give us certificate in that regard.

2. You shall approach us on the mutually fixed date to execute the said Agreement. Thereafter, within a period of 30 (thirty) days you shall make yourself available for registration of the said Agreement as and when intimated by us. In case you fail to execute and register the said Agreement within a period of 30 (thirty) days from the date of execution of the said Agreement, we shall be entitled to cancel allotment of the said Apartment to you by cancelling this Allotment Letter by giving written notice of 15 (fifteen) days.

3. If you intend to cancel allotment of the said Apartment to you, you shall submit to us "Application for Cancellation of Allotment" in our prescribed format alongwith original copies of receipt/s issued by us. In case the original receipts have been lost by you, you shall submit to us a duly notarised affidavit-xum-indemnity in our prescribed format at your own cost.

In case of cancellation of allotment of the said Apartment to you either on our part or on your part, as detailed above, we shall be entitled to deduct an amount of Rs. 1,00,000/- (Rupees one lakh only) from the abovesaid Advance Payment and refund the balance of the same to you without any interest thereon (said "REFUND AMOUNT").

5. If there are more than one Allottee, the cheque of the said Refund Amount shall be drawn in favour of the person from whose account we have received the same.

6. Once the allotment of the said Apartment to you is cancelled as above, you shall cease to have any claim on the said Apartment and we shall be entitled to dispose of the same of our own discretion.

Thanks and regards,

For Rio Greens

Acceptance of allotment of the said Apartment

I/we hereby acknowledge to have checked the said Disclosures & we have read and understood the abovesaid Allotment Letter and we hereby accept the allotment of the said Apartment from you subject to abovesaid terms & conditions.

Thanks and regards,

(Name and signature of the Allottee No.1)

(Name and signature of the Allottee No.2)

Draft: 30.07.2017

AGREEMENT

This AGREEMENT executed here at PUNE on this ____ day of _____ month of the year 2017,

between

M/S. JAIN KUMAR DEVELOPERS

A PARTNERSHIP FIRM DULY REGISTERED UNDER THE INDIAN PARTNERSHIP ACT, 1932, HAVING ITS OFFICE AT 45/2, KUMAR INDUSTRIAL ESTATE, NEAR DHOBI GHAT, SHANKARSETH ROAD, PUNE-411037, THROUGH ITS PARTNERS:

1. **Mr. SIDDHARTH KEVALCHAND JAIN**, aged about 42 years, residing at, A/602, Sujay Garden, Mukund Nagar, Pune - 411037, Occupation Business
2. **Mr. DHIRAJ RANJITSINGH KUMAR**, aged about 37 years, residing at, 42/2, Dhamalewada, Paud Phata, Erandwane, Pune - 411004, Occupation Business,
3. **Mr. AKSHAY SANJAY GADIYA**, aged about 23 years, residing at H 501, Kumar Santosh, Shankarshet Road, Pune - 411037, Occupation Business,
4. **Mr. ARVINDKUMAR GANESHMAL JAIN**, aged about 60 years, residing at D-904 Kumar Puram, Mukund Nagar, Pune - 411037, Occupation Business,
5. **Mr. AMIT MANILAL SHAH**, aged about 37 years, residing at A-604 DSK Chandradeep, Mukund Nagar, Pune - 411037, Occupation Business,

(Hereinafter referred to as the, **“PROMOTER”** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said firm, its present partners and in case of reconciliation of the said firm, shall mean and include the person/s who continue/s to be the partners of the said firm and in case of dissolution of the firm, shall mean and include the partners to whom the rights & obligations under this agreement may be transferred or assigned or allotted and the heirs of

partners, executors, administrators, assignees but does not include the persons who ceases to be the partners of the said firm to whom no rights and obligations will be assigned or allotted under this Agreement)

AND

SHRI. KALURAM TANAJI LANDE PAN NO: AGAPL7630H, SHRI. BALU TANAJI LANDE PAN NO: AGCPL3845N Both R/at: At/Post: Marunji, Taluka: Mulshi, District: Pune by the hand of their duly constituted attorney, M/s. Jain-Kumar Developer a registered Partnership firm through its Partner, **SHRI. SIDDHARATH KEVALCHAND JAIN** Age: 39 Yrs, Occ: Business **SHRI. DHEERAJ RANJITSINGH KUMAR** Age: 35 Yrs, Occ: Business hereinafter referred to as **"the Confirming Party"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the Second Part

AND

Name :

Age : Occupation:

Address :

PAN No :

Contact No. :

E Mail :

Name :

Age :

Occupation:

Address :

PAN No :

Contact No. :

E Mail :

Hereinafter referred to as **“THE PURCHASER/S”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) of the Third Part;

WHEREAS:

- a. WHEREAS All that piece and parcel of land lying, being and situated at Survey No. 34 Hissa No. 8B, admeasuring 00H 62R i.e. 62000 Sq.fts, out of which land admeasuring 00H 30 Aars owned by Confirming Party No. 1 and land admeasuring 00H 32 Aars owned by Confirming Party No. 2 out of the total land admeasuring about 01H 44R, assessed at Rs. 05 Paise 06 situated at Village Mouje Kasarsai, Taluka Panchayat Samiti Mulshi, zhilla Parishad Pune and within the limits of sub-registrar Mulshi, (Paud) District Pune and which is hereinafter referred to as, **“Said Land/Project Land”** is owned and possessed by the Confirming Party herein.

- b. Vide an Agreement for Development dated 19.05.2015 (duly Registered under Serial No. 4478 of 2015 with the office of Sub-Registrar Mulshi 2, Pune) executed by and between the Confirming Party and the Promoter herein, the Confirming Party granted rights of development of the said portion admeasuring Hectares 00=62 Ares out of the Entire Land admeasuring 01 H 44 Aars land bearing Survey No. 34 Hissa No. 8 B Village Kasarsai to/in favour of the Promoter herein at or for the consideration and on the terms and conditions therein contained;
- c. The Promoter applied for and have obtained permission of the Office of the Collector, Pune vide his Order dated 08.03.2017 bearing No. PMRDA/NA/SR/75/2016, for conversion of the user of the said Land from **“agricultural”** to **“non-agricultural”** under the provisions of Section 44 of the Maharashtra Land Revenue Code, 1966;
- d. The Promoter applied for and have obtained permission of the Pune Metropolitan Regional Development Authority, Pune (PMRDA) for construction of Residential units on the Said Land/Project Land vide its order dated 8/12/2016 bearing No. BMY/C.R No 1019/15-16.
- e. In view of the above, the building plans in respect of the Project Land consisting of: (i) the building RIO GREENS are sanctioned for Ground floor parking and 11 upper floors by utilizing the entire potential FSI/FAR generating therefrom, including paid FSI/FAR and/or by loading TDR including slum TDR and by availing all such benefits, as may be permissible under DCR, were sanctioned by the Pune Metropolitan Regional Development Authority, Pune (PMRDA) and issued commencement certificate thereof, bearing No. BMY/C.R No 1019/15-16

dated 8/12/2016 and accordingly commence the construction work thereon,

- f. Thus, the Promoter/Developer is entitled to undertake development and construction work upon the Project Land in accordance with the aforesaid sanctioned plan and specifications, and dispose it off to the intending buyers on ownership basis as well as to receive and appropriate consideration derived therefrom, by reserving right with itself to construct additional buildings comprising ownership units, as may be permissible under Development Control Rules (**DCR**),
- g. the Promoter has entered into a Standard Agreement with an Architect Ms. Vrushali Kawale, (hereinafter referred to as the **ARCHITECT**), who are registered with the Council of Architects and, as such, the same is as per the agreement prescribed by the Council of Architects and the Promoter has appointed a Structural Engineer M/s. G A Bhilare Consultants Private Limited (hereinafter referred to as the **STRUCTURAL ENGINEER**) for the preparation of the structural design and drawings of the Building envisaged to be constructed upon the Project Land and the Promoter accepts the professional services of the said Architect and Structural Engineer till completion of the said Project namely **“RIO GREENS”**
- h. the Promoter/Developer has registered the Project under the provisions of the Real Estate (Regulation and Development) Act 2016 with Rules framed thereunder with the Real Estate Regulatory Authority at _____ No. _____, a photocopy whereof is attached in **ANNEXURE “F”**,

- i. the Allottee/s is/are offered below mentioned Apartment by the Promoter,
- j. on demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications of the Building prepared by the Promoter's Architect and of such other documents as are specified under the Act and the Rules and Regulations made there under,
- k. the photocopies of Certificate of Title issued by the Advocate of the Promoter, photocopies of Village Forms VI and VII and XII showing the nature of the title of the Promoter to the Project Land on which the Building No..... and comprisingare being constructed have been annexed hereto and marked as **ANNEXURE 'A' and 'B'**, respectively,
- l. the photocopies of the plans of the layout as approved by the Planning Authority have been annexed hereto and marked as **ANNEXURE C-1**,
- m. The photocopies of the plans of the Building/s as proposed by the Promoter and approved by the Planning Authority according to which the construction thereof is proposed to be provided for on the said Project have been annexed hereto and marked as **ANNEXURE C-2**,
- n. **the photocopies of the proposed layout plan and the proposed additional building plan showing future proposed development, as disclosed by the Promoter while its registration before the RERA Authority and further disclosed on the website as mandated have been annexed hereto and marked as ANNEXURE C2A,**

- o. the specifications of the Building No..... and the Building No.comprising apartments, which is being constructed upon the Project Land have been annexed and marked as **ANNEXURE D**,
- p. The Promoter has got some of the approvals from the Planning Authority to the plans, the specifications, elevations, sections and of the Building No. and the Building No.and shall obtain the remaining approvals from the concerned authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate thereof,
- q. While sanctioning the said plans, the Planning Authority has laid down certain terms, conditions, stipulations and restrictions, which are to be observed and performed by the Promoter while constructing the Building No..... and the Building No..... upon the Project Land and upon due observance and performance of which only the completion or occupancy certificate in respect thereof shall be granted by the Planning Authority,
- r. The Promoter has accordingly commenced construction of the Building N..... and the Building No.upon the Project Land in accordance with the said sanctioned plans,
- s. The Allottee/s has applied to the Promoter for allotment of a residential flat/shop bearing Apartment number ____, located on the ____ floor in the Building No. ____ being constructed by the Promoter in the said Project namely **“RIO GREENS”**, more particularly described in the **SCHEDULE “II”** written hereunder (hereinafter referred to as the said

APARTMENT), the floor plan whereof has been annexed hereto and marked as **ANNEXURE C-3**,

- t. The carpet area of the said Apartment is ____ square meters and **“Carpet Area”** means the net usable floor area of an apartment, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment,
- u. The parties hereto relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter,
- v. prior to the executions of these presents, the Allottee/s has/have paid to the Promoter a sum of Rs. _____ (Rupees _____ only), being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge, subject to realization of cheque) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing,
- w. Under Section 13 of the Act, the Promoter is required to execute a written Agreement for sale of the said Apartment with the Allottee/s,

being in fact these presents and also to register said Agreement under the Registration Act, 1908,

- x. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the said Apartment,

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

1. The Promoter shall construct the (i) Building ‘.....’ consisting of ground floor parking, and ...11...upper floors comprising __ residential flats and on the Project Land in the Project **“RIO GREENS”** and in accordance with the plans, designs and specifications, as approved by Planning Authority from time to time,

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

2. The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s a residential flat/office bearing Apartment No.____ of carpet area admeasuring ____ sq.mt. on ____ floor in the Building _____ of **RIO GREENS** (hereinafter referred to as the said **APARTMENT**), as shown in the Floor plan thereof hereto annexed and marked as **ANNEXURE C-3** for the consideration of Rs. _____ including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities and one covered parking space admeasuring ____ sq.mt. (only applicable for Building comprising wings ‘.....’) being constructed in the Project Land, which are more particularly described in the SCHEDULE “II” annexed herewith (the price of the said Apartment including the proportionate price of the common areas and facilities and parking space should be shown separately).
3.
 - (a) The Allottee/s has/have paid on or before execution of this agreement, a sum of Rs. _____ (Rupees _____ only) (not exceeding

10% of the total consideration) as advance payment or application fee, the details whereof are enumerated hereunder and hereby agrees to pay to the Promoter the balance amount of Rs._____ (Rupees _____ only), in the following manner:

Sr	Amount (Rs)	Particulars
1		10% of total price paid by the Allottee/s by duly drawn crossed cheque/ pay order/ demand draft No._____, dated _____ on _____ bank
2		20% of total price payable by the Allottee/s to the Promoter on execution of this agreement.
3		15% of total price payable by the Allottee/s to the Promoter at the time of completion of plinth of the subject building
4		25% of total price payable by the Allottee/s to the Promoter on completion of slabs of the subject building
5		5% of total price payable by the Allottee/s to the Promoter on completion of walls, internal plaster, flooring, doors and windows of the said Apartment
6		5% of total price payable by the Allottee/s to the Promoter on completion of sanitary fittings, staircases, lift well, lobbies upto the floor level of the said Apartment
7		5% of total price payable by the Allottee/s to the Promoter on completion of external plumbing, external plaster, elevation, terraces with water proofing of the subject building.
8		10% of total price payable by the Allottee/s to the Promoter on completion of the lift, water pumps, electrical fitting, electro mechanical and environmental requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the subject building in which the said Apartment is located.
9		5% of total price payable by the Allottee/s to the Promoter at the time of delivery of possession of the said Apartment by the Promoter to the Allottee/s on

		or after receipt of occupancy/ completion certificate.
Rs. _____	Total (_____)	amount.

(Note: In case of total consideration above Rs.50,00,000/-, the Allottee/s will have to deduct 1% TDS therefrom, as contemplated under section 194-IA of the Income Tax Act, 1961 and deposit it with the Income Tax Department, for and on behalf of the Promoter and issue challan thereof to it within 7 days from the date of such deposit)

- (b) In addition to the agreed price, as aforesaid, taxes consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST or any other taxes, as may be applicable from time to time, shall be borne and paid by the Allottee/s.
- (c) The installments of the amount agreed to be paid by the Allottee/s to the Promoter as mentioned above, shall always be the ESSENCE OF THIS AGREEMENT.
- (d) The total price is escalation free, save and except escalations/ increases due to increase on account of development charges payable to the **Pune Metropolitan Regional Development Authority** and/or any other increase in charges which may be levied or imposed by the competent authority, local bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, costs or levies imposed by the Competent authorities etc., the Promoter shall enclose the said notification, order, rule and regulation published/ issued in that behalf along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- (e) **The Promoter may allow in its sole discretion a rebate for early payments of equal installments payable by Allottee/s by discounting such early payment at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawals once granted to an Allottee/s by the Promoter.**
- (f) The Promoter shall confirms the final carpet areas that have been allotted to the Allottee/s after the construction of the subject building is complete and the occupation certificate is granted by the competent authority, by furnishing details of changes, if any, in the carpet area, subject to a variation of 3%. The total price payable for the carpet area shall be re-

calculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit, then the Promoter shall refund the excess money paid by the Allottee/s within 45 days with interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum from the date when such an excess amount was paid by an Allottee/s. If there is any increase in carpet area allotted to the Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per sq.mt. as agreed in clause 2 of this Agreement.

- 4.1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the **Pune Metropolitan Regional Development Authority** at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee/s, obtain from the **Pune Metropolitan Regional Development Authority** occupancy and/or completion certificates in respect of the said Apartment.
- 4.2. The Promoter shall abide by the time schedule for completing the said Project and handing over the said Apartment to the Allottee/s and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.
5. The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land is _____ square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI/FAR available on payment of premiums or FSI/FAR available, as incentive FSI/FAR by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI/FAR which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by it on the Project Land and the Allottee/s has/ have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI/FAR and on the understanding that the declared proposed FSI/FAR shall belong to Promoter only.
- 6.1. In case, the Promoter fails to abide by the time schedule for completing the said Project and handing over the said Apartment to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the said Project, interest at the rate of 2% above Highest Marginal

Cost of Lending of the State Bank of India, per annum, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoter, interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee to the Promoter.

- 6.2. Without prejudice to the right of the Promoter to charge interest in terms of sub clause 6.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/ her/their/its proportionate share of taxes levied by the **Pune Metropolitan Regional Development Authority** and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoter shall at its own option, may terminate this Agreement:

PROVIDED that, the Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and/ or mail on the e-mail address, if any provided by the Allottee/s, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

PROVIDED FURTHER that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages 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 said Apartment, which may till then have been paid by the Allottee/s to the Promoter. In the event of termination of the Agreement as aforesaid the Allottee/s shall not be entitled to claim/demand any interest and/or compensation on whatsoever ground from the Promoter.

- 7.1. The common areas and amenities to be provided for by the Promoter in the building being constructed upon the Project Land, as are set out in **ANNEXURE 'E'** annexed hereto.
- 7.2. It is also understood and agreed by and between the parties hereto that the Promoter is entitled to permit to use the restricted common areas and

amenities to any of the allottee/s of the apartment/s by way of exclusive facility in the said Project. Upon such event, the Allottee/s shall not be entitled to raise any issue regarding granting exclusive facility, as aforesaid by the Promoter to such specified allottee/s of the apartment/s.

8. The Allottee/s has/have agreed to purchase the said Apartment with the knowledge of the fact that the contents of all Brochures/ Hoardings/ Promotional Literature pertaining to “RIO GREENS” such as furniture layout in the apartment, plantation shown around the building/apartment, as the case may be, color scheme of the building, picture of vehicles etc. to increase only the aesthetic value and is not factual and the same should not be taken literally by the Allottee/s herein. These features/ amenities are not agreed to be provided by the Promoter to the Allottee/s. The plans, specifications, images and other details herein are only indicative and the Promoter reserves the right to change any or all. The printed material does not constitute a contract / offer of any type between the Promoter and the Allottee/s.
9. The Promoter shall give possession of the said Apartment to the Allottee/s on or before _____ day of _____ 20 _____. In case, the Promoter fails or neglects to give possession of the said Apartment to the Allottee/s on account of reasons beyond its control and of its agent/s by the aforesaid date, upon such event, the Promoter shall be liable, on demand, to refund to the Allottee/s the amounts already received by it in respect of the said Apartment with interest at the same rate, as mentioned in the clause 6.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

PROVIDED that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Apartment on the aforesaid date, if the completion of building in which the said Apartment is to be situated is delayed on account of:

- (i) war, civil commotion, act of terrorism or act of GOD,
- (ii) any notice, order, rule, notification of the Government and/or other public authority, Pune Municipal Corporation /court.
- (iii) non-availability of steel, cement or any other building materials, water or electric supply,
- (iv) any delay on the part of Pune Municipal Corporation or any other Public Body or Authority including MSEDCL in issuing or granting necessary Certificates /NOC'S / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Project under construction by the Promoter on the said land,

- (v) the Allottee/s has/have committed any default in payment of installment as mentioned in clause No.3(a) (without prejudice to the right of Promoter to terminate this agreement under clause 6.2 mentioned herein above),
- (vi) any extra work/addition required to be carried in the said Apartment, as per the requirement and at the cost of the Allottee/s,
- (vii) any other reasons beyond the control of the Promoter.

10.1. PROCEDURE FOR TAKING POSSESSION:

The Promoter, upon obtaining the occupancy/completion certificate from the Pune Metropolitan Regional Development Authority and the payment made by the Allottee/s as per the agreement, shall offer in writing the possession of the said Apartment, to the Allottee/s in terms of this Agreement to be taken within 15 (fifteen days from the date of issuance of such notice) and the Promoter shall give possession of the said Apartment to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s, in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee/s agree/s to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy/ completion certificate of the said Project.

- 10.2. The Allottee/s shall take possession of the said Apartment within 15 days of the written notice from the Promoter to the Allottee/s intimating that the said Apartment is ready for use and occupancy.

10.3. FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF THE SAID APARTMENT:

Upon receiving a written intimation from the Promoter as per clause 10.2 hereinabove, the Allottee/s shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the said Apartment to the Allottee/s. In case, the Allottee/s fail/s to take possession within the time provided in clause 10.1 herein above, such Allottee/s shall continue to be liable to pay maintenance charges, as applicable.

- 10.4. If within a period ofyears from the date of handing over the said Apartment to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the said Apartment or building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at its own cost and in case it is not possible to

rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act, provided regular maintenance and due care has been taken by the Allottee/s to keep the said Apartment in good and habitable conditions and repairs,

PROVIDED FURTHER that the Allottee/s shall not carry out any alterations of whatsoever nature in the said Apartment and/or in the fittings provided therein by the Promoter, and in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erections in the bathroom, which may results in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

- 10.4.1. The word “defect” hereinabove stated shall mean only the manufacturing defects caused on account of willful neglect of the Promoter herein itself and shall not mean defects caused by normal wear and tear, negligent use of the said Apartment by the Allottee/s, abnormal fluctuations in temperatures, abnormal heavy rains etc.
- 10.4.2. The said Project as a whole has been conceived, designed and being constructed based on the commitments and warranties given by the vendors/ manufacturers, who has/have supplied the requisite instruments, equipments, fixtures and fittings therein, which shall be maintained by the Apartment Allottees Organization and/or the Allottee/s, as the case may be, by entering into maintenance / warranty contracts with the original manufacturer/s and/or their authorised service agents, so as to keep it in proper working condition to continue warranty. Further, where the manufacturer warranty as disclosed by the Promoter to the Allottee/s expires before the defects liability period, upon such event, such warranties shall be covered under the comprehensive maintenance warranty contract or extended warranty contract by the Apartments Allottees Organisation or the Allottee/s of the said Apartment, as the case may be and if the annual maintenance contract/s is/are not done / renewed, as aforesaid,, upon such event, the Promoter shall not be responsible for any defects occurring due to the same.
- 10.4.3. That the allottee/s has/have been made aware and the allottee/s expressly agree/s that the regular wear and tear of the Apartment / Building includes minor hairline cracks on the external and internal walls excluding the RCC structure, which happens due to variation in temperature and which do not amount to structural defects and as such cannot be attributed to either bad workmanship or structural defect,

PROVIDED FURTHER THAT any deviation in usage / maintenance of the said Apartment in contravention of User Manual shall amount to default on the part of the allottee/s towards proper maintenance of the apartment / building and the Apartment Allottees Organisation and/or the allottee/s shall not be entitled to claim any compensation on whatsoever ground against defect liability from the Promoter.

11. The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for purpose for which its plan is sanctioned. He/she/they shall use the parking space only for the purpose of keeping or parking vehicle.
12. The Allottee/s alongwith other allottees of the Apartments in the buildings shall join in forming and registering the Society or Association of Apartment Holders to be known under the name and style asor in such other name, as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association of Apartment Holders and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organisation of Allottee/s. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws or deed of declaration, as the case may be, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
13. The Promoter shall, within three months of registration of the Society or Association of Apartment Holders, as aforesaid, cause to be transferred to the Society all its right, title and the interest in the Project Land and the buildings thereof comprising the said Apartment by executing conveyance thereof or in case of Apartment Holders Association, the conveyance of apartment in the name/s of Allottee/s.
14. Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the said Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the Project Land and buildings namely local taxes, betterment charges or such other levies by the **Pune Metropolitan Regional Development Authority** and/or such other government authorities, water charges, insurance, common lights, repairs and salaries of clerks bill

collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and the buildings. Until the Society or Association of Apartment Holders is formed and the Project Land and the buildings constructed thereon is transferred to the Society or the Allottee/s, as the case may be, as aforesaid, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee/s share is so determined, the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs. _____ per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the Project Land and the buildings thereof is executed in favour of the society or the Allottee/s as aforesaid. On such conveyance being executed for the Project Land with the buildings or the Allottee/s the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or Association of Apartment Holders, as the case may be.

15. The Allottee/s shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the following amounts: -
 - (i) Rs. _____ for share money, application entrance fee of the Apartment Holders Organization.
 - (ii) Rs. _____ for formation and registration of the Apartment Holders Organization.
 - (iii) Rs. _____ for proportionate share of taxes and other charges/levies in respect of the Apartment Holders Organization
 - (iv) Rs. _____ or deposit towards provisional monthly contribution towards outgoings of Apartment Holders Organization.
 - (v) Rs. _____ for deposit towards Water, Electric, and other utility and services connection charges &
 - (vi) Rs. _____ for deposits of electrical receiving and Sub Station provided.
16. The Allottee/s shall pay to the Promoter a sum of Rs. _____ for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoter in connection with formation of the said Society or Apartment Holders Organization, as the case may be and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.
17. At the time of registration of conveyance of the Project Land and the buildings thereof, the Allottee/s shall pay to the Promoter, the Allottee/s'

share of stamp duty and registration charges payable by the Society on such conveyance or any document or instrument of transfer in respect of the Project Land and the buildings thereof or in case of Apartment Holders Organization by the Allottee/s, as the case may be.

18. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee/s 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 thereof for implementation of the said Project,
- (ii) The Promoter has lawful rights and requisite approvals from the **Pune Metropolitan Regional Development Authority** to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development thereof,
- (iii) There are no encumbrances upon the Project Land or the said Project except those disclosed in the title report,
- (iv) There are no litigations pending before any Court of law with respect to the Project Land or the said Project,
- (v) All approvals, licenses and permits issued by the **Pune Metropolitan Regional Development Authority** in respect of the Project Land and the buildings being constructed thereon 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 **Pune Metropolitan Regional Development Authority** with respect to the Project Land and the buildings being constructed thereon 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 Land and the buildings being constructed thereon 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/s created herein, may prejudicially be affected,
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the Project Land and the said Apartment which will, in any manner, affect the rights of the Allottee/s under this Agreement,

- (viii) The Promoter confirms that it is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner, as contemplated in this Agreement,
 - (ix) At the time of execution of the conveyance deed of the Project Land and the buildings thereof to the Apartment Holders Organization, the Promoter shall handover lawful, vacant, peaceful and physical possession of the common areas of the said Project 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 in respect of the said Project to the **Pune Metropolitan Regional Development Authority** and/or such other government authorities,
 - (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received or served upon the Promoter in respect of the Project Land.
19. The Allottee/s with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenants with the Promoter as follows :-
- i. To maintain the said Apartment at the Allottee/s' own cost in good and tenantable repair and condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the subject building in which the said Apartment is situated, which may be against the rules, regulations or bye-laws or change/alter or make addition therein and/or the said Apartment itself or any part thereof without the consent of the **Pune Metropolitan Regional Development Authority**, if required.
 - ii. Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction of the subject building in which the said Apartment is situated or storing of which goods is objected to by the **Pune Metropolitan Regional Development Authority** and shall take care while carrying heavy packages, which may damage or likely to damage the staircases, common passages or any other structure thereof, including entrances of the subject building and in case any damage is caused thereto or the said Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

- iii. To carry out at his/her/their own cost all internal repairs to the said Apartment and maintain it in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the subject building in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the **Pune Metropolitan Regional Development Authority** or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the **Pune Metropolitan Regional Development Authority** and/or such other public authority.
- iv. Not to demolish or cause to be demolished the said 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 said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the subject building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said 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 subject building thereof and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the Promoter and/or Apartment Holders Organization .
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the subject building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project Land and the subject building in which the said Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the **Pune Metropolitan Regional Development Authority** and/or such other government authorities for giving water, electricity or any other service connection to the subject building in which the said 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 **Pune Metropolitan Regional Development Authority** and/or such other government authorities, on account of change of user of the said

Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.

- ix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
 - x. The Allottee/s shall observe and perform all the rules and regulations of the Apartment Holders Organization, as may adopted by it, at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the subject 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 **Pune Metropolitan Regional Development Authority** and of such other government authorities. The Allottee/s shall also observe/s and perform/s all the stipulations and conditions laid down by the Apartment Holders Organization regarding occupancy and use of the said Apartment in the subject building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
 - xi. Till a conveyance of the Project Land and the buildings constructed thereon consisting of the subject building in which the said Apartment is situated is executed in favour of Society or in case of formation of Apartment Holders Association, conveyance of the said Apartment in the name of Allottee/s, he/she/they shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the subject building or any part thereof to view and examine state and condition thereof.
20. The Promoter shall maintain a separate account in respect of sums received by it from the Allottee/s, as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association of Apartment Holders or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
21. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the Project Land and the buildings or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her /them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the

property of the Promoter until the Project Land and the buildings thereof is transferred to the Apartment Holders Organization.

22. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

23. **BINDING EFFECT**

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s this Agreement with all the schedules alongwith the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s 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/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever, however by deducting the amount of stamp duty and registration fees and such other charges incurred by the Promoter for preparation of the Agreement in respect of the said Apartment.

24. **ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexure, constitutes the entire Agreement in respect of the said Apartment between the parties and supersedes all understandings, any other agreements, allotment letter, correspondences, and arrangements whether written or oral, if any, between the parties in respect thereof.

25. **RIGHT TO AMEND**

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

26. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE ALLOTTEE / SUBSEQUENT ALLOTTEE/S**

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 said Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

27. **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.

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

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

29. **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.

30. **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 parties hereto and after the Agreement is duly executed by the Allottee/s and Promoter or simultaneously with the execution the said Agreement shall be registered at the office of Sub-Registrar. Thus, this Agreement shall be deemed to have been executed at Pune.

31. The Allottee/s shall present this Agreement as well as the Conveyance 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.
32. That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D and notified Email ID at their respective addresses specified below:

Name of Allottee/s
 (Allottee/s Address)
 Notified Email ID: _____
 M/s Promoter name
 (Promoter Address)
 Notified Email ID: _____

It shall be the duty of the Allottee/s 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 or email, failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee/s, as the case may be.

33. **JOINT ALLOTTEES**
 That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee/s whose name/s 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.
34. **STAMP DUTY AND REGISTRATION**
 The charges towards stamp duty and registration of this Agreement shall be borne by the Allottee/s.
35. **DISPUTE RESOLUTION**
 Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
36. **GOVERNING LAW**
 That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of

India for the time being in force and the courts will have the jurisdiction for this Agreement.

37. **OVERRIDING EFFECT**

This Agreement constitutes and is the repository of the entire agreement between the parties hereto relating to the subject matter hereof and supersede and cancel all previous agreements, negotiations and representations in respect thereto.

STAMP DUTY PARTICULARS

LOCATION: The Project Land is described in Sector....., of the Ready Reckoner of the Town Planning and Valuation Department for the year 2017-18.

Prescribed Rate : Rs. _____ per sq.mt.

Apartment area in carpet : _____ sq.mt.

Apartment area in built-up : _____ sq.mt.

(for valuation purpose)

Restricted area

(i) Attached Terrace : _____ sq.mt., x 40%

(ii) Covered Parking : _____ sq.mt. x 25%

User : Residential/Non-Residential

Agreed price : Rs. _____/-

Prescribed valuation : Rs. _____/-

Stamp duty paid : Rs. _____/-

Registration charges paid : Rs. _____/-

SCHEDULE "I"

(Description of the **PROPERTIES**)

All that piece and parcel of land lying, being and situated at Survey No. 34 Hissa No. 8B, admeasuring 00H 62R i.e. 62000 Sq.fts, out of which land admeasuring 00H 30 Aars owned by Mr. Kaluram Tanaji Lande and land admeasuring 00H 32 Aars owned by Mr. Balu Tanaji Lande out of the entire land admeasuring about 01H 44R, assessed at Rs. 05 Paise 06 situated at Village Mouje Kasarsai, Taluka Panchayat Samiti Mulshi, zhilla Parishad Pune and within the limits of sub-registrar Mulshi, (Paud) District Pune and which is bounded as under:

ON OR TOWARDS EAST: By land remaining out of Survey No. 34/8B

ON OR TOWARDS SOUTH: By Government Road

ON OR TOWARDS WEST: By Survey No. 34 Hissa No. 7

ON OR TOWARDS NORTH: BY Government Road

together with availing all benefits, as may be permissible under Development Control Rules pertaining to the 18 meter roads, amenity space and open space as well as all easements, appurtenances, ingress, egress, pathways, incidental, ancillary and consequential rights thereto.

SCHEDULE “III”
(Description of the **APARTMENT**)

The Residential Flat/Shop/Office bearing Apartment No.____, admeasuring _____ sq.mt. (_____ sq.ft.) carpet area alongwith balcony admeasuring _____ sq.mt. (_____ sq.ft.) and attached terrace admeasuring _____ sq.mt. (_____ sq.ft.) located on _____ Floor, in the building/wing No.____ being constructed upon the Project namely RIO GREENS, standing on the said Project Land, more particularly described in the Schedule “I” herein above written and shown in the Floor Plan annexed hereto as Annexure ‘C-3’ and Parking space approximately admeasuring **9.29 sq.mt. (100 sq.ft.)**.

In witness whereof the parties hereto have signed, sealed and delivered to each other this Agreement on the date hereinbefore first mentioned.

DEVELOPERS	SIGNATURE	PHOTO	THUMB
M/S. JAIN KUMAR DEVELOPERS, THROUGH ITS PARTNERS SHRI. SIDDHARATH KEVALCHAND JAIN			

SHRI. DHEERAJ R. KUMAR			
Mr. AKSHAY SANJAY GADIYA			
Mr. ARVINDKUMAR GANESHMAL JAIN			
Mr. AMIT MANILAL SHAH			
CONSENTING PARTY	SIGNATURE	PHOTO	THUMB
Shri. KALURAM LANDE AND SHRI. BALU LANDE their Power of Attorney Holder M/s. Jain Kumar Developers, through its Partner SHRI. SIDDHARATH KEVALCHAND JAIN			
SHRI. DHEERAJ R. KUMAR			
PURCHASER	SIGNATURE	PHOTO	THUMB

WITNESS NO. 1 Name : R/at :	Signature :	WITNESS NO. 2 Name : R/at :	Signature:

ANNEXURE ‘A’
Title Certificate

ANNEXURE “B”
7/12 extract

ANNEXURE “C-1”
Layout Plan

ANNEXURE “C-2”
Building Plan

ANNEXURE “C2A”
Proposed Building Plan showing future proposed development

ANNEXURE “C-3”
Apartment Floor Plan

ANNEXURE “D”
Brief Specifications

- Walls:**
- Doors:**
- Flooring:**
- Kitchen:**
- Toilet:**.....
- Windows:**
- Electrical:**
- Telecommunication:**
- Television:** Provision of TV in living and master bed.

Plumbing/Sanitary: Concealed plumbing premium quality CP and Sanitary fittings.

Painting: Oil bond distemper for apartments.

ANNEXURE “E”
Common Amenities and Facilities

- 1 Compound wall and main gate
- 2 Parking area, excluding the parking spaces allotted to the respective

- allottees
- 3 Underground and overhead water tank
- 4 Multipurpose hall
- 5 Landscape garden
- 6 Elevators
- 7 Power back up for lift and common areas

ANNEXURE “F”
Project Registration