- which the building with multiple wings or buildings are constructed Federation/Apex Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on The Promoter shall, within three months of registration of the Federation/apex body Societies or Limited Company, as aforesaid, cause to be transferred to the body all the right, title and the interest of
- 76. paid over by the Promoter to the Society or the Limited Company, as the case may wing the aforesaid deposits (less deduction provided for in this Agreement) shall be conveyance/assignment of lease being executed for the structure of the building or executed until a conveyance/assignment of lease of the structure of the building or wing is Allottee to the Promoter shall not carry any interest and remain with the Promoter Hundred Only) per month towards the outgoings. The amounts so paid by that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly proportionate share of outgoings as may be determined. The Allottee further agrees building/s or wings is transferred to it, the Allottee shall pay to the Promoter such Until the Society or Limited Company is formed and incidental to the management and maintenance of the project land and building/s. of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and and/or Government water charges, insurance, common lights, repairs and salaries Apartment) of outgoings in respect of the project land and Building/s namely local the Apartment is ready for use and occupancy, the Allottee shall be liable to bear Within 15 days after notice in writing is given by the Promoter to the Allottee pay the proportionate share (i.e. in proportion to the carpet area of betterment charges or such other levies by the concerned local authority Ħ. favor of contribution of the society or a limited company as aforesaid. On such Rs 3000/- (Rupees the Two Thousand said structure
- 77. The Allottee shall pay on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-
- (i) Rs. 10,000/- (Rs. Ten Thousand Only) for formation and registration of the or Limited Company/Federation/ Apex body.

- Company/Federation/ Apex body. 36,000/maintenance (Rs. contribution Thirty Thousand Only) for deposit towards towards outgoings of Society or Limited Advance
- 78. conveyance or assignment of lease. said Society, or Limited Company, or Apex Body or Federation and for preparing Attorney-at-Law/Advocates of the Promoter in connection with formation of the rules, regulations and bye-laws and the cost of preparing and engrossing the Allottee shall pay to the Promoter a sum of Rs. 15,000/-for meeting all legal and expenses, including professional costs
- 79 respect of the structure of the said Building /wing of the building Company on such conveyance or lease or any document or instrument of transfer in At the time of registration of conveyance or Lease of the structure of the building wing of the building, the Allottee shall pay to the Promoter, the Allottees' duty and registration charges payable, by the said Society or Limited share of

80. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows

- ···· and also has actual, physical and legal possession of the project land for the implementation of the Project; and has the requisite rights to carry out development upon the project land The Promoter has clear and marketable title with respect to the project declared in the title report annexed to this agreement
- Ξ: The obtain requisite approvals from time to time to complete the development of the project; competent Authorities to carry out development of the Project and shall Promoter has lawful rights and requisite approvals from the
- Ξ disclosed in the title report; There are no encumbrances upon the project land or the Project except those
- Z. to the project land or Project. are no litigations pending before any Court of law with respect
- < All approvals, licenses and permits issued by the competent authorities respect Ö the Project, project land and said building/wing are valid

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

- ≤. and interest of the Allottee created herein, may prejudicially be affected; committed or omitted to perform any act or thing, whereby the right, title Promoter has the right to enter into this Agreement and has not
- Yii. under this Agreement; the said Apartment which will, in any manner, affect the rights of Allottee development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and Promoter has not entered into any agreement for sale and/or
- Yii: 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;
- $\overline{\times}$ At the time of execution of the conveyance deed of the structure to the to the Association of the Allottees; peaceful, physical possession of the common areas of the Structure of allottees the Promoter shall handover lawful, vacant,
- × The Promoter has duly paid and shall continue to pay and discharge outgoings, whatsoever, payable with respect to the said project to the monies, levies, impositions, premiums, damages and/or penalties and other undisputed competent Authorities; governmental dues, rates, charges and taxes and other
- ≱. and/or the Project except those disclosed in the title report. been received or served upon the Promoter in respect of the project land (including any notice for acquisition or requisition of the said property) has No notice from the Government or any other local body or authority or legislative enactment, government ordinance, order, notification
- 81 The Allottee/s or himself/themselves with intention to bring all persons follows :whosoever hands the Apartment may come, hereby covenants with the Promoter as
- μ. or change/alter or make addition in or to the building in which the Apartment is local authorities, if required. Apartment is situated which may be against the rules, regulations or bye-laws and shall not do or suffer to be done anything in or to the building in which the repair and condition from the date that of possession of the Apartment is taken To maintain the Apartment at the Allottee's own cost in good and tenantable and the Apartment itself or any part thereof without the consent of the

- the Allottee in this behalf, the Allottee shall be liable for the consequences of the Apartment is situated or the Apartment on account of negligence or default of situated and in case any damage is caused to the building common passages or any other structure of the building in which the Apartment is carrying heavy packages which may damage or likely to damage the staircases. objected to by the concerned local or other authority and shall take care while of the building in which the Apartment is situated or storing of which goods is 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 including entrances of the building in which the Apartment is in which
- Ħ. concerned local authority and/or other public authority. the concerned local authority or other public authority. In the event of the Apartment which may be contrary to the rules and regulations and bye-laws of anything in or to the building in which the Apartment is situated or the delivered maintain the Apartment in the same condition, state and order in which it was To carry shall be committing any act in contravention of the above out at his own cost all internal repairs to the said Apartment and by the Promoter to the Allottee and shall not do or suffer to be responsible and liable for the consequences thereof to the provision, the
- \leq external elevation of the building without taking prior approval of the promoter the Promoter and/or the Society or the Limited Company. Not to alter any part \circ f structural members in the Apartment without the prior written permission of which the Apartment is situated and shall not chisel or in any other manner particular, so as to support shelter and protect the other parts of the building in the appurtenances thereto in good tenantable repair situated and shall keep the portion, sewers, drains and pipes in the Apartment and the elevation and outside color scheme of the building in which the Apartment is whatever nature in or to the Apartment or any part thereof, nor any alteration Not to demolish or cause to be demolished the Apartment or any part thereof, at any time make or cause to be made any addition or alteration of damage to columns, beams, walls, slabs or RCC, and condition, Pardis or other and
- < shall become payable in respect of the insurance Not to do or permit to be done any act or thing which may render void or Apartment is situated or any part thereof or whereby any increased premium voidable any insurance of the project land and the building in which the
- ≦. project land and the building in which the Apartment is situated Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to thrown from the said Apartment in the compound or any portion of the

- ¥11. which the Apartment is situated. or giving water, electricity or any other service connection to the building in of security deposit demanded by the concerned local authority Pay to the Promoter within fifteen days of demand by the Promoter, his share or Government
- VIII. Apartment by the Allottee for any purposes other than for purpose for which it Government and/or other public authority, on account of change of user of the other levies, if any, which are imposed by the concerned local authority and/or To bear and pay increase in local taxes, water charges, insurance and such
- X the dues payable by the Allottee to the Promoter under this Agreement are fully factor of this Agreement or part with the possession of the Apartment until all The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit
- \times the terms of this Agreement. punctually towards the taxes, expenses or other out-goings in accordance with use of the Apartment in the Building and shall pay and contribute regularly and Society/Limited Company/Apex Body/Federation regarding the occupancy and authority and of Government and other public bodies. The Allottee shall observe and perform all the stipulations and conditions laid down by the the Apartments therein and for the observance and performance of the Building made from time to time for protection and maintenance of the said building and inception and the additions, alterations or amendments thereof that may be Society or the Limited Company or Apex Body or Federation may adopt at its The Allottee shall observe and perform all the rules and regulations which the Regulations and Bye-laws for the time being of the concerned local
- Χ. any part thereof to view and examine the state and condition thereof. and others, at all reasonable times, to enter into and upon the said buildings ω_{0} permit the Promoter and their surveyors and agents, with or without workmen situated is executed in favor of Society/Limited Society, the Allottee conveyance of the structure of the building in which Apartment is
- XII. 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 permit the Promoter and their surveyors and agents, with or without workmen Till a conveyance of the project land on which the building in which Apartment situated is executed in favor of Apex Body or Federation, the Allottee shall

- share capital for the promotion of the Co-operative Society or association Company or towards the out goings, legal charges and shall utilize the amounts Promoter from the Allottee as advance or deposit, sums received on account of the The Promoter shall maintain a separate account in respect of sums received by the for the purposes for which they have been received.
- 83. the Apex Body /Federation as hereinbefore mentioned Society/Limited Company or other body and until the project land is transferred to property of the Promoter until the said structure of the building is transferred to the parking spaces, lobbies, staircases, terraces recreation spaces, Nothing contained in this Agreement is intended to be nor shall be construed respect of the Building or any part thereof. The Allottee shall have no claim save and except in grant, demise or assignment in law, of the said Apartments or of the said Plot and Apartment hereby agreed to be sold to him and all open spaces, will remain
- % 4% project The by all the purchasers/members in "DHRUVAA", maintenance of common amenities or common areas shall be proportionately borne purchaser hereby grants his/her consent that all the amenities and common except allotted individual car parking areas which will be constructed in "DHRUVAA" shall be shared with other members of project.

30 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARG

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

86. BINDING EFFECT

date of receipt by the Allottee and secondly, appears payments due as stipulated in the Payment Plan within 15 (Fifteen) days from the binding obligation on the part of the Promoter or the Allottee until, firstly, the Forwarding this Agreement to the signs and delivers this Agreement with all the schedules along Allottee by the Promoter does not create for registration of the with the

application of the Allottee shall be treated as cancelled and all sums deposited by Promoter shall serve a notice to the Allottee for rectifying the default, which if not forfeited by the promoter. rectified within 15 Sub-Registrar for its registration as and when intimated by the Promoter, then the (Fifteen) days from the date of its receipt by the Allottee and/or appear before the Allottee(s) before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 15 in connection therewith including (fifteen) days from the date the of its booking receipt amount shall be by the Allottee,

87. ENTIRE AGREEMENT

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

88. RIGHT TO AMEND

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

89. **PROVISIONS** ALLOTTEE /SUBSEQUENT ALLOTTEES OF SIHI AGREEMENT APPLICABLE TO

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

90. SEVERABILITY

to the extent necessary to conform to Act or the Rules and Regulations deleted in so far as reasonably inconsistent with the purpose of this Agreement and the provision of this Agreement shall be determined to be void or unenforceable laws, Act or the such provisions of the Agreement shall be deemed amended or Rules and Regulations made there under or under made there other

of this Agreement Agreement shall remain valid and enforceable as applicable at the time of execution under or the applicable law, as the case may be, and the remaining provisions of this

91. METHOD WHEREVERREFERRED TO IN THE AGREEMENT QF CALCULATION OF **PROPORTIONATE** SHARE

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

92. FURTHER ASSURANCES

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

93. PLACE OF EXECUTION

a 15 office of the Sub-Registrar. Hence this Agreement shall be deemed to have been simultaneously with the execution the said Agreement shall be registered place, which may be mutually agreed between the Promoter and the Allottee, within executed at PUNE Promoter through its authorized signatory at the Promoter's Office, or at some other The execution of this Agreement shall be complete only upon its execution by the days after the Agreement is duly executed by the Allottee and the Promoter or 24

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

the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below: contemplated by this Agreement shall be deemed to have been duly served if sent to intimations/any other information all notices/Demand Notes/ Invoices/ Recovery Notes/Payment Recovery to be served on the Allottee and the Promoter as

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

96. JOINT ALLOTTEES

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

- 97. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.
- 98. Dispute Resolution:- Any dispute between parties shall be settled amicably. of. failure to settle the dispute amicably, which shall be referred to the Ξ

Development) Act, 2016, Rules and Regulations, there underRERA.... Authority as per the provisions of the Real Estate (Regulation and

99. jurisdiction for this Agreement 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 India for the time being in force and the Pune Civil Courts will have the

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

DUTY PARTICULARS

Corporation. 2020-21, prescribed by the Town Planning and Valuation Department of Pune Municipal Municipal Corporation, as described in Sector 9/2, of No.1/1/1/2/2/3/3//2A & S.No. 29 Hissa No.1/1/1/2/2/3/3//2B of Pimpri-chinchwad LOCATION: The said property is located at Pimple the Nilakh Annual Ready Reckoned, 'n S.No. Hissa

Bombay Stamp Act, 1958 on the market value is paid herewith Ownership Flats Act, 1963 APPLICATION: The Agreement relates are applicable. The stamp duty as to the Residential Flat, provided for under the under the Maharashtra

VALUATION

| Total Amount Rs/- Agreed Amount Rs/- | ſAL | Prescribed - Carpet sq.mt. x Rs/- per sq.mt. = Rs/- Attached terrace sq.mt. x (40% of Rs/-) i.e Rs/- per sq.mt. = Rs/ Stilt parking spacesq.mt. x Rs.(25% of Rs/-) i.e. Rs/- |
|--------------------------------------|-----|--|
|--------------------------------------|-----|--|

Note (in the event of the prescribed value is more than the agreed price) The agreed rate

between the agreed price and the value prescribed has been paid under protest. and correct market price of the said Flat. The stamp duty on the difference

SCHEDULE.I.

bearing those pieces of parcel of lands collectively admeasuring 12 ares i.e. 1200 square metres situated within the local limits of Pimpri Chinchwad Municipal Corporation bearing All Dist. Pune within jurisdication of the Sub Registrar Haveli 1 to 27 Pune and which is Dist Pune & All that piece and parcel of land laying & situated at village Pimple Nilakh, Tal. Haveli, within limits of the Pimpri Chinchwad Municipal Corporation, Tal Haveli,

- Survey No. metres assessed at Rs. 00 = 03 paise 29 Hissa No. 1/1/1/2/2/3/3/2A admeasuring \mathcal{S} ares <u>-</u>-е 500 square
- Survey No. 29 Hissa No. 1/1/1/2/2/3/3/2B admeasuring metres assessed at Rs. 00 = 03 paise 7 ares i.e. 700 square

SCHEDULE.II

(Description of the said "FLAT")

All that Residential Flat No.

Building : ""

Carpet Area sq.mt.

Attached Terrace

Floor

Stilt Parking :sq.mt.

things thereto, and as delineated in the floor map annexed hereto. to), and together with easements, appurtenances, ingress, egress, incidental and ancillary together with fixtures, fittings, facilities, amenities, exclusive facility (if specifically agreed Project known as "DHRUVAA" Building being constructed on the plot

NITIN S. KOKATE, ADVOCATE

"Venu" Bungalow, S. No. 120, Balaji Mandir Road, Off, Sus road, Pashan, Pune 411021

Date

CERTIFICATE

said Developer granted by the Pune Municipal Corporation. seen the commencement certificate/s to commence the construction of the building to the said Land. I also perused the documents of title and extracts of revenue record. I have also SCHEDULE.I, given above. I also caused the search to have been taken in respect of the I have investigated the title of the Owner to the property more particularly described in

is free and marketable, and the Owner (as described in the title of this agreement above), are entitled thereto. On perusal of relevant documents and information, I am of the opinion that the said Land

independent residential blocks, commonly referred to as the "Ownership scheme", and to enter into this agreement to sell. entitled to develop the said Land by constructing a building thereon, comprising of of the Development Agreement, the Developer is authorised, empowered,

sd/-N.S. Kokate Advocate

CONSENT LETTER BY THE PURCHASER

the said land and/or amalgamation of the said Land with any other land to which the Developer said land (described in SCHEDULE.I written herein above) and/or building and/or structures on may be entitled to. changes, revisions, renewals, alterations, modifications, additions et cetera in the layout of the I, the Purchaser herein, do hereby accord my consent for the Developer to effect any

building/s and/or by putting up separate/ independent building/s as the case may be under the Maharashtra Regional and Town Planning Act, 1966, by adding to the floors of the additional FAR/FSI by way of TDR by availing the same from the market, as is and to the extent permissible under the DC Regulations of City of Pimpri Cinchwad Municipal Corporation framed utilise and consume the FAR/FSI originating from the physical area of the said PLOT so also the other abutting or adjoining piece/s of land to which it may be entitled to with all rights to use, the Developer shall have and has retained all rights to amalgamate with the said PLOT any

The Purchaser hereby, grants his/ her consent for change/

Developer, including for using, utilising and consuming the FAR/FSI by way of TDR, regulation, enactment in force or to modification/alteration of building plans in case the same is required to be done under any rule, be enforced or in case the same is felt required by the

Developer. I, the purchaser herein, have no objection for the remaining construction of existing City of Pimpri Chinchwad to accordingly pass such layout/s or plans, as may be submitted by the I, the Purchaser herein, further accord my "no objection" for the Municipal Corporation of

adversely affected. However, the construction of the said Flat agreed to be purchased by me shall not be

(Purchaser's Sign)

SELL on the date and at the place herein before first mentioned. In witness whereof, the parties hereto have singed and executed this AGREEMENT TO

| Parties | Signature |
|---|-----------|
| M/s. J.K. Realty Through its Partners | |
| (i) M/s Koral Realltech LLP Through its | |
| Designated Partner Mr. Nandkumar | |
| Shankarra Kokate & Mr. Saurabh | |
| Nandkumar Kokate | |
| (for himself and duly authorized partner of | |
| M/s. J K Realty under the power of attorney | |
| dated duly registered pm | |
| , registered in the office of the | |
| Sub-Registrar, Haveli No, at serial No. | |
| | |
| M/S. | |
| (PAN No.) | |
| Seller/s | |
| | |
| | |
| Purchaser/s | |
| | |
| | |
| Witnesses:- | |
| 1) Name : | |
| Address: | |
| 2) Name : | |
| Address: | |
| | |

SPECIFICATIONS

- 0.8mt. X 0.8mt. / 0.60mt. X 0.60mt./ 1.20mt X 0.60 mt VITRIFIED FLOORING FOR
- EARTHQUAKE RESISTANT RCC FRAMED STRUCTURE CONFIRMING TO IS CODE
- ACRYLIC EMULSION FOR INTERNAL
- WALLS AND CEMENT PAINT FOR OUTSIDE SURFACE
- TERRACES FOR LIVING / DINING AND MASTER BEDROOM& DRY BALCONY FOR
- NET IN ALL BEDROOMS HIGH QUALITY POWDER COATED ALUMINIUM SLIDING WINDOWS AND MOSQITO
- & EXHAUST FAN.. KITCHEN - GRANITE TOP WITH S.S. SINK AND PROVISION FOR WATER PURIFIER
- FLUSH DOORS WITH LAMINATES AND BRANDED LOCKS
- POINTS IN ALL BED ROOMS SWITCHES. TELEPHONE ,T.V. POINT IN LIVING ROOM AND ALL BED ROOMS, AC CONCEALED COPPER ELECTRICAL WIRING WITH BRANDED MODULAR
- PROVISION FOR INVERTER
- BRANDED CP FITTINGS AND SANITARYWARE
- VIDEO DOOR PHONE
- SOLAR HOT WATER SUPPLY IN MASTER BATHROOM

COMMON AMENITIES FOR COMFORT & STYLE

- EXCLUSIVE/BRANDED RESIDENTS LIFT
- TELEPHONE CONNECTIONS INTERCOM SYSTEM CONNECTING ENTIRE COMPLEX HILM
- RAIN WATER HARVESTING
- GENSET BACK-UP FOR LIFTS AND COMMON AREAS
- POSH ATTRACTIVE ENTRANCE LOBBY
- INTERNAL ROADS OF TRIMIX / PAVING BLOCKS WITH STREET LIGHTS AND LANDSCAPING
- LIGHTS WITH ENTRANCE GATE AND SECURITY CABIN.
- PROVISION FOR WATER SUPPLY (PCMC WATER FOR DRINKING & BORE WELL WATER FOR DOMESTIC USE.)

Limited Common Areas and Facilities

- Partition walls between the two units shall be limited common property of the said two units.
- 2 Covered / open scooter parks and car parks and terrace on top of building and Promoter. Developer/promoter as per their discretion or retained by the Developers/ portions there of will be allotted to specific unit purchaser/s by the
- ယ Terraces adjacent to the terrace flats and above the building shall exclusively promoter. belong to such respective flats if so specifically allotted by the Developers/
- 4 Other exclusive and limited common areas and facilities as mentioned in body of this agreement.
- ប្ or may be retained by the Developers/ Promoter, allotted to specific purchasers by the Developer / Promoter as per their discretion Parking spaces under stilts of the building and parking spaces in open land shall be
- 9 the discretion and option of Developers/ Promoter. adjacent to such toilets/W.C.s for their exclusive or limited common use only as per exclusively allotted to those units who have access through such passages or Passages and toilets / W.C.s which are not the part of specified units may be

(Description of the said "FLAT")

| All that Residential Flat No. | | |
|-------------------------------|-----------|----------|
| Carpet Area | •• | Sq.Mtr. |
| Attached Terrace / Sit Out | • • | Sq. Mtr. |
| loor . | %. | |
| Building/Wing No. | •- | |
| | | |
| | | |
| iast | | |
| West | | |
| outh | •• | |
| Vorth | •• | |

Sound to the first terms of the second of th

(A)

NAME OF the Attorney at Law / advocate: Mr. Nitin s. Kokate Address S.No. – 120, Pashan –Sus Road, Pashan, Pune – 411021.

Date:
NO.RE: 1633