

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT MADE AT PUNE THIS                      DAY OF                      IN THE  
YEAR TWO THOUSAND AND THREE

BETWEEN

**Speciality Landmarks Pvt. Ltd.** , **PAN No. AAVCS4973N**, a company limited by shares incorporated under the provisions of the Companies Act, 2013, having its Registered Office at T4/T5, The Metropole, Bundgarden Road, Pune by the hand of one of its Directors, Mr. Sandesh Gupta hereinafter referred to as **“the Promoter”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of such last survivor or his / her / their assigns) of the One Part;

**AND**

1. Mr. Ashok Nivrutti Kodre
2. Mr. Nilesh Ashok Kodre
3. Mr. Shailesh Ashok Kodre
4. Mrs. Archana Anil Saykar
5. Mr. Vilas Nivrutti Kodre
6. Mrs. Jayshri Vilas Kodre Alias Jayashri Vilas Kodre
7. Mr. Amol Vilas Kodre
8. Mr. Nikit Vilas Kodre
9. Mrs. Ahilya Govardhan Shinde
10. Mr. Manik Nivrutti Kodre
11. Mrs. Kalpana Manik Kodre
12. Mr. Anup Manik Kodre
13. Mr. Nitish Manik Kodre
14. Mrs. Amruta Satish Badhe Alias Amruta Bhushan Shinde
15. Mr. Mayur Satish Badhe
16. Mrs. Jayashree Satish Badhe
17. Mr. Vanita Vijay Birmal

(Which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title and assigns)

All of the above represented through their Power of Attorney holder, Speciality Landmarks Pvt. Ltd a company limited by shares incorporated under the provisions of the Companies Act, 2013, having its Registered Office at T4/T5, The Metropole, Bundgarden Road, Pune by the hand of one of its Directors, Mr. Sandesh Gupta hereinafter referred to collectively as **“the Confirming Parties”** of the Second Part;

**AND**

1. NAME: \_\_\_\_\_  
AGE: \_\_\_\_ YEARS, OCCUPATION: \_\_\_\_\_  
PAN NO. \_\_\_\_\_  
E-mail :
2. NAME: \_\_\_\_\_  
AGE: \_\_\_\_ YEARS, OCCUPATION: \_\_\_\_\_  
PAN NO. \_\_\_\_\_  
E-Mail

BOTH R/AT: \_\_\_\_\_

Hereinafter referred to as the **“Allottee/s”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of a/an: (i) individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns,) of the Third Part.

All capitalized terms in this Agreement shall have the meanings as respectively assigned to them in Article (1). Any word or phrase defined in the body, or schedules, or annexure, of this Agreement, as opposed to being defined in Article (1), shall have the meaning assigned to such word or phrase in this Agreement.

WHEREAS:

- A. By and under diverse deed and document/s as set out in the Statement annexed hereto and marked Annexure ‘A’, **Speciality Landmarks Pvt. Ltd** became the developer and the promoter of the Entire Land more particularly described in First Schedule hereunder written.
- B. The Confirming Parties are the owners of the Entire Land and granted the rights of development to the Promoter vide a Development Agreement dated

27/09/2023, (duly registered under serial No. 18772 /2023 of, with Sub-registrar Haveli No.12, Pune) in respect of land bearing Survey No.52/1(P) Corresponding CTS No.1938(P) , Survey No.54/1/25 (Corresponding CTS No.1933(P) .Survey No.54 /1/26 (Corresponding CTS No.1933(P) ).Survey No.54/1/27 (Corresponding CTS No.1934 (P) ) Survey No.54/1/29 (Corresponding CTS No.1936 (P) totally admeasuring Hectares 02-78.50 Ares ., Village Mundhwa, Taluka Haveli, District- Pune, situated within the Revenue jurisdiction of the Office of Sub-Registrar of Assurances of Taluka Haveli, District Pune and within the administrative limits of Pune Municipal Corporation hereinafter referred to as the "Said Entire Land" by and under the Deeds / Documents mentioned in Annexure "A". Simultaneously, with the said Deeds / Documents, the Confirming Parties also executed Powers of Attorney in favour of the Promoter to develop and to sell and dispose -off the structures constructed thereon or part thereof to respective purchasers/allottees and to receive consideration amount for the same and to appropriate it for themselves and to hand over possession thereof to such respective purchasers/allottees. The Said Entire Land is more particularly described in First Schedule hereunder written and shown on the Plan annexed hereto and marked as Annexure 'C-1';

- C. The lands described in First Schedule have been amalgamated and amalgamated land/ said Larger Land, is more particularly described in the Second Schedule hereunder written'. Photocopy of the 7/12 Extracts in respect of the same are marked and annexed as Annexure 'B'.
- D. the Promoter/s applied for and obtained sanction of the Municipal Corporation of Pune (vide its Commencement Certificate dated 23/11/2023 bearing No. CC/2130/23for the building plans and specifications in respect of the construction of a Complex consisting of buildings containing Residential Flats /Shops/ Villas and other structures on the said Larger Land.
- E. the Office of the Collector, Pune vide his Order dated 28 /11/2023 bearing No. Jamin /SR/30/2023\_\_ permitted 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.
- F. AND WHEREAS due to proposed applicability of Unified Development Control and Promotion Regulations (UDCPR) additional F.S.I in the form of paid F.S.I, / T.D.R. shall be applicable to the said land and this additional F.S.I/ T.D.R as and when sanctioned

by the local authority shall be used for the future phase said land. The Promoter will apply for revision of plans. The said proposed full potential layout plan of the said Larger Project is subject to necessary sanctions and approvals from the concern local authorities and is subject to such changes as may be suggested by the authority.

- G. after deducting from the area of the said Larger Land [i.e.27,850 sq. mtrs] the areas of the following i.e.
- (a) Area under 24 Mtr. D P Road –  $5021.72+2334.77=6356.48$  Sq.mtrs
  - (b) Area under 30 Mtr. D P Road – 40.59 Sq.mtrs.
  - (c) Area Under Reservation – 1503.72 Sq.mtrs.
  - (d) Amenity Space admeasuring - 1094.96 sq.mtrs.

the net area of the Land is 18854.25 sq. mtrs and which is hereinafter referred to as “the said Land and more particularly described in the Third Schedule hereunder written;

- H. AND WHEREAS the Promoter based on availability of TDR and additional FSI shall construct the above building/s on the said project land. The Promoter is desirous of developing a entire project on the said land in phase wise manner, by constructing various building/s of a numbers of floors comprising of number of residential Flat/Units and/or commercial units in the said Land (hereinafter the said entire Project collectively referred to as the “Whole Project”).
- I. The Promoter has envisaged to develop the Whole Project on the said Land in multiple phases over a period of time, by constructing a complex to be known as “MANTRA MAGNUS” (“Whole Project”), that is, the development and construction of multi-storied Towers Residential cum Commercial, the Common Areas & Amenities and the Limited Common Areas & Amenities.
- J. the said Whole Project known as “\_Mantra Magnus” has been divided into Nine projects “Mantra Magnus Phase 1”, “Mantra Magnus Phase 2”, “Mantra Magnus Phase 3”, “Mantra Magnus Phase 4”, “Mantra Magnus Phase 5”, “Mantra Magnus Phase 6”, “Mantra Magnus Phase 7”, and “Mantra Magnus Phase 8”, as shown below:-

Sr No	Phase Name	BLDG. NAME
1	Mantra Magnus Phase 1	A Wing

2	Mantra Magnus Phase 2	B Wing
3	Mantra Magnus Phase 3	C Wing
4	Mantra Magnus Phase 4	D wing
5	Mantra Magnus Phase 5	Row House/ Villa
6	Mantra Magnus Phase 6	
7	Mantra Magnus Phase 7	
8	Mantra Magnus Phase 8	

Project “Mantra Magnus Phase 1”–Building “A” consists of Ground floor and Mezzanine floor containing Commercial Shops and Twenty Two Floors above First floor containing Residential Flats .

Project “Mantra Magnus Phase 2”–Building “B” consists of Ground floor and Mezzanine floor containing Commercial Shops and Twenty Two Floors above First floor containing Residential Flats

Project “Mantra Magnus Phase 3”–Building “C” consists of Ground floor and Mezzanine floor containing Commercial Shops and Twenty Two Floors above First floor containing Residential Flats

Project “Mantra Magnus Phase 4”–Building “D” consists of Ground floor and Mezzanine floor containing Commercial Shops and proposed \_\_\_\_ Floors above First floor containing Residential Flats .

Project “Mantra Magnus Phase 5”– Thirteen “Row House/ Villa” consists of \_ lower ground +upper ground +2 \_\_\_\_ Floors.

Project “Mantra Magnus Phase 6”–Building “E and F” Future Development .

Project “Mantra Magnus Phase 7”–Building “G” Future Development.

Project “Mantra Magnus Phase 8”–Building “H” Future Development.

AND ALL COMMOAN AMENITIES on the First floor shall be developed by Phase vise as shown below:-

On the “Mantra Magnus Phase 1”– Basement, Society office & Indoor Play area

On the “Mantra Magnus Phase 2”– Basement , Indoor Play Area +Co-Working Space

On the “Mantra Magnus Phase 3”– Basement ,Co-Working Space +Gym

On the “Mantra Magnus Phase 4”– Basement ,Gym+Zumba

On the “Mantra Magnus Phase 5”–

On the “Mantra Magnus Phase 6”– Basement ,E Bldg\_- Zumba +Indoor game , F bldg. – Indoor games +Sports Lounge+ Badminton court

On the "Mantra Magnus Phase 7"–Outdoor cafeteria+Lounge +Home Theatre +Spa

On the "Mantra Magnus Phase 8 "–NA (Mhada Bldg )

Excluding the amenities provided in the "Mantra Magnus Phase 7"– remaining the above an amenities shall be for the common use of the flats/units holders/occupiers only of the Whole/Entire Project known as "Mantra Magnus\_\_\_\_\_" including by the allottees of Residential Flats selected by MHADA.

K. The fact that the open space of the Sanctioned layout by the competent authority in respect of the said land and certain infrastructure facilities an amenities shall be for the common use of the flats/units holders/occupiers only of the Whole/Entire Project known as "Mantra \_\_\_\_\_" including by the allottees of Residential Flats selected by MHADA.

L. The Covered/Stack Parking Spaces in the Basement/Ground level as the case may be are meant for the whole/Entire project "Mantra\_\_\_\_\_" and the exclusive right and sole discretion of the user of such Parking Spaces will be available for allotment by the Promoter to any of the unit purchaser/allottee in any of the building and commercial unit of the Entire/Whole Project "Mantra \_\_\_\_\_".

AND WHEREAS, the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS, the Promoter is in possession of the project land;

AND WHEREAS the Promoter has registered Building "\_\_\_\_\_" containing Residential Flats/Units to be situated on the said Whole Project Land as "\_\_\_\_\_" being part of the said Whole Project to be known as "\_\_\_\_\_" as aforesaid. The said Project known as "\_\_\_\_\_" Phase \_\_\_\_\_" has been so registered as a "Real Estate Project" as defined under the provisions of the Real Estate (Regulation and Development) Act, 2016 read with the Rules thereunder ("RERA") with the Maharashtra Real Estate Regulatory Authority under its Certificate bearing Registration No. \_\_\_\_\_. The said Project known as "Mantra \_\_\_\_\_ Phase \_\_\_\_" is hereinafter referred to as "the said Project/Whole Project". The authenticated copy of the RERA certificate for the Project is annexed hereto and marked as Annexure 'D'.

AND WHEREAS, the Promoter intends to develop the said Entire land in Phase wise manner.

AND WHEREAS the Promoter hereby assures to provide Common areas and facilities of the said project and its nature, extent and description is more particularly described in second Schedule written hereunder. All Amenities / Utilities / Services to be constructed in all phases which are mentioned in these presents, are common to be used for all the Allottee/s of the Residential buildings of all phases.

AND WHEREAS, the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS, the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS, by virtue of the Development Agreement/ Power of Attorney the Promoter has sole and exclusive right to sell the Flat/Units/Flats /Units in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Flat/Units to receive the sale consideration in respect thereof;

AND WHEREAS, 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 prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS, the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property Card or extract of Village Forms-VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on

which the Flat/Units are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS, the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure 'C-1'.

AND WHEREAS, the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure 'C-2';

AND WHEREAS, the authenticated copies of the plans and specifications of the Flat/Unit agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as Annexure 'E';

AND WHEREAS, the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

AND WHEREAS, while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;

AND WHEREAS, the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

AND WHEREAS, the Allottee has applied to the Promoter for allotment of an Flat/Unit /Flat/Unit No. -----on-----floor in Wing situated in the Building No . " \_\_\_\_\_"being constructed in the phase \_\_\_\_\_ of the said Project;

AND WHEREAS, the carpet area of the said Flat/Unit/Flat/Unit is----- Square Meters and "Carpet Area" means the net usable floor area of an Flat/Unit,



excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Unit for exclusive use of the Allottee/s or Verandah area and exclusive open terrace area appurtenant to the said Flat/Unit for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Flat/Unit.

AND WHEREAS, the Parties 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;

AND WHEREAS, prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs.-----/- (Rupees-----  
----- Only),

being part payment of the sale consideration of the Flat/Unit agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

In addition to the above said lump-sum agreed consideration, the Purchaser shall separately bear and pay all the amounts towards Stamp Duty, Registration Charges, Goods and Services Tax ("GST"), common area maintenance charges, Society Deposits, and other charges etc. specified herein in the Agreement. The Purchaser/s agree that in the event of any change of rules or otherwise, the purchaser shall within 15 working days of being called upon, make payment of any demand raised by the concerned governmental authority for payment of deficit/additional amount of Stamp duty or registration fee/s etc payable on this agreement and shall also reimburse the same along with bank interest to the Promoter in case such deficit amount is paid by the Promoter for and on behalf of the Purchaser/s.

The sale of the said unit is on the basis of Carpet area only. The purchaser shall make payment of the said agreed consideration amount along with the applicable taxes by local cheques/ demand drafts/Bank Pay orders/any other immediate electronic mode of transfer like RTGS. Purchaser/s undertake not to object demand/direct payment to adjust his payments in any manner.

AND WHEREAS, the Promoter has registered the Project under the provisions of

the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority .

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat/Unit with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908;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 hereby agrees to purchase the flat.

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

1. The Promoter shall construct the said building/s consisting of basement and ground/stilt/ podiums, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

**1(a)**

- i)** The Allottee/Purchaser/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/Purchaser/s the said Flat/unit/Flat/Unit as shown in the floor plan thereof hereto annexed for the agreed consideration which includes the proportionate price of the common areas and facilities appurtenant to the premises.
- ii)** The Allottee/Purchaser/s hereby agrees to get allotment from the Promoter and the Promoter hereby agrees to allot one covered parking spaces (without Monetary Consideration) being constructed in the layout, at the time of possession as per the agreement between the parties.
- iii)** Since there are limited number of Car Parkings, Allottee would only exercises to use the common area parkings till the right to use the open parkings has been ratified by the Society /Flat/Unit/ condominium or Association or Limited Company and handed over to the purchaser/allottees .

The Allottee/s hereby agrees that due to structural columns and shear walls, the parking sizes may vary. The allotment of covered parking space shall be at the sole discretion of the Promoter and Allottee/s shall not raise any dispute regarding the size and location of the parking. The Promoter at its own discretion may allot / provide parking space to the Allottee/s below / near any building within the amalgamated layout of the project.Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat/Unit of the

Allottee except any alteration or addition required by any Government authorities or due to change in law.

1(b) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Flat/Unit/Flat/ Unit No. \_\_\_\_ admeasuring carpet area \_\_\_\_Sq.Mtrs, along with open balcony admeasuring area \_\_\_\_ Sq.Mtrs,, along with dry balcony admeasuring area \_\_\_\_ Sq.Mtrs, on \_\_th floor in the building (hereinafter referred to as "the Unit ") as shown in the Floor plan thereof hereto annexed and marked Annexures 'C- 1' and 'C-2' 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 which are more particularly described in the Second Schedule annexed herewith. (The price of the Flat/Unit including the proportionate price of the common areas and facilities).

1 (c) The total aggregate consideration amount for the Flat/Unit /Flat/Unit is Rs. /-----

1(d) The Allottee/s hereby agrees that the clauses mentioned in the agreement more particularly pertaining to amenities, specifications, utilities and services shall be final and conclusive and shall supersede any verbal and commitment through digital platform/website/walk through/ Scale Model and brochure description. Whatever design, elevation, layout, trees, lawns colour scheme etc. shown in Brochure & Pamphlet of this scheme are only for aesthetic value and advertisement and the Promoter has explained this fact to the Allottee/s and is not bound to provide the same and except as expressly provided under this agreement. It is specifically understood that the Brochure/s published by Promoter from time to time in respect of the scheme is just an advertisement material and contain various features such as furniture in tenement, vegetation and plantation shown around the building, scheme, colour scheme, vehicles etc. to increase the aesthetic value only and the Promoter are not obliged to / nor have agreed to provide the same. It is specifically understood and agreed by the Allottee/s that the prospectus other advertising material published by the Promoter from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Promoter and Allottee/s.

(Signature of Allottee/s)

(This consent shall be construed as informed consent)

1(e) The Details of the payment received from the allottee and the Schedule is mentioned in annexure "F"

1(f) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Unit.

1(g) The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(h) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/Purchaser/s by discounting such early payments as maybe agreed upon by the promoters herein for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an Allottee/Purchaser/s by the Promoter.

1(i) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty- five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s the Promoter shall demand additional amount from the Allottee as per the next milestone of

the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- 1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

- 2.1 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 concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat/Unit to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/Unit.

- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the unit/flat to the Allottee and the common areas to the association of the allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause-1(c) herein above. ("Payment Plan"). The Allottee/s shall pay the aforesaid due amount of consideration within 7 days from the receipt of demand intimation. Payment is the essence of contract.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land \_\_\_\_\_ Square meters only and Promoter has planned to utilize Floor Space Index of \_\_\_\_\_ Sq.Mtrs by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI 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 \_\_\_\_\_ Sq.Mtrs as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat/Unit based on the proposed construction and sale of Flat/Units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

AND WHEREAS the allottee is aware that as per Development plan of Pune Municipal Corporation, 24 Mtr wide road going from the Entire project Land

which will be handed over to the concerned authority/ies in lieu of FSI/TDR/Compensation in any form, benefits of which shall be with the Promoter alone. Further only the competitive authority is responsible for the construction of this DP Road and Promoter shall not held responsible for the construction and maintenance of this Road.

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the unit to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub Clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the 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.

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

The Purchaser hereby agrees/s to pay all amounts due and payable under this agreement within 15 days from the date of intimation by way of E-mail on the

e-mail id mentioned in this agreement and /or under Registered Post/Private courier at the address provided in this agreement of the purchaser/allottee . It is hereby agreed that the time for payment of all dues under this agreement by the allottee is the essence of the contract. It is hereby expressly agreed that if, for any reason whatsoever, the allottee fails or delays to make payment of all the amounts due and payable under this Agreement within a period of fifteen days from the date of receipt of intimation given by the Promoter from the date of receipt of intimation given by the Promoter, then Allottee agrees to pay interest as specified in the rules (2%+State Bank of India highest Marginal Rate of Interest) on all the delayed payments from the date the said amount is payable till the date of Payment. However of the Purchaser commits three defaults of any such payment of amounts, the promoter shall his own discretion may terminate this agreement.

#### **CONSEQUENCES OF TERMINATION**

a. Upon termination of this Agreement, the parties shall follow the procedure as under:

(1) Notwithstanding anything contained in this agreement, the Promoter shall forfeit 10% of the consideration amount plus brokerage charges paid, if any, as liquidated damages for breach of the terms of the agreement and also interest amounts and other charges paid under the payment scheme above and refund the balance amounts (if any – in the manner set out below) to the Allottee/s without any interest, compensation or claim for any damage or costs, charges and expenses whatsoever to the Allottee.

(2) Upon termination of this Agreement, the Parties shall execute and register a Deed of Cancellation. The refund amount set out above shall be made by the Promoter to the Allottee/s within 30 days from the date of registration of the Deed of Cancellation in favour of the Promoter. Expenses shall be borne by the allottee alone .

(3) In case of a loan outstanding, the amount due to the Allottee/s as aforesaid shall first be utilized to clear such loan and only the balance, if any, shall be payable to the Allottee/s. In the event such payment does not cover the outstanding loan, the responsibility of payment of the balance amount shall be of the Allottee/s alone.

(4) Further, in the event of the price agreed to be received on transfer/sale/assignment of the Flat/Unit in favour of a third party is less than the total price of the Flat/Unit specified above, and the termination is caused due to a breach of the Allottee/s or by the Allottee/s with no fault of the Promoter, the Promoter shall have the right to recover the shortfall amount from the Allottee/s, or adjust the same against the amounts refundable to the Allottee/s as above in the sub clause of this clause..

(5) The Parties agree and confirm that the forfeiture amount and any differential amount estimated after transfer of the Flat/Unit in favour of a third party recovered and/or adjusted from the amounts refundable to the Allottee/s shall be construed as pre-estimated liquidated damages and Allottee/s shall not at any time hereafter raise objections or dispute the same.

b. The Allottee/s agrees that upon termination of this Agreement as aforesaid, the Promoter shall be released and discharged of any and all liabilities and obligations under this Agreement, save and except what is stated herein, and the Allottee/s hereby irrevocably authorizes the Promoter to dispose off and sell the Flat/Unit and all rights incidental thereto to such person or persons at such price and on such terms and conditions as the Promoter may deem and think fit in its absolute discretion and the Allottee/s shall not be entitled to raise any objection to the same and this Agreement (and related documents, if any) shall be deemed to stand cancelled and the Allottee/s shall cease to have any right title interest claim demand of any nature whatsoever against the Flat/Unit (including rights incidental thereto) or any part thereof and/or against the Promoter.

c. The Promoter (if the cancellation is caused due to a fault of the Allottee/s or the Allottee/s cancels the agreement without a breach by the Promoter) shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs or otherwise. In any event the Promoter shall not be liable to reimburse to the Allottee/s any government charges, stamp duty, registration fees, taxes etc. The amount specified above shall be accepted by the Allottee/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the Flat/Unit.

d. It is agreed between the Parties hereto, that in case of termination of this Agreement by the Promoter, the notice of termination itself would be treated as



cancellation of this Agreement without there being any necessity of execution of any such separate document for cancellation of this agreement. However, this does not absolve the obligation of the Allottee to execute and register the cancellation agreement as stated hereinabove, and the Allottee's refund, if any, shall be subject to the cancellation being registered. The stamp duty and registration charges for such cancellation shall be borne by the Allottee/s. The process of refund of stamp duty shall be done by the Allottee/purchaser alone.

e. No interest shall be payable if the termination is due to the breach of the Allottee/s which is not cured in spite of a notice.

f. Without prejudice to whatever stated in this clause, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against the Allottee/s on facts and in law and/or as a result of such termination, shall however, be adversely affected or prejudiced.

g. The refund shall be strictly restricted and shall not include any amount paid towards stamp duty, registration charges, LBT, legal charges, electricity charges, deposits paid to any body / or authority, GST, or any other tax whatsoever, or any amount not received by the Promoter towards the consideration of the said Flat/Unit payable to and paid to the Promoter and retained by them.

h. The Allottee confirms that he/she/they will not be entitled to terminate this Agreement for any reason whatsoever, other than on account of Promoter's failure to handover possession of said Flat/Unit within the stipulated period in this Agreement/Unit.

i. In case refund for the amounts paid such as government charges, stamp duty, GST, LBT, registration fees etc. shall have to be claimed directly by the Allottee/s from the concerned authority. The Promoter shall not be liable to pay any compensation to the Allottee/s on any account or for whatsoever reason.

In the event there is a dispute whether there is a legitimate delay or not, the samelifts with particular shall be referred to the Mediator or Conciliator.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Flat/Unit as are set out in

Annexure 'G', annexed hereto.

6. The Promoter shall give possession of the Flat/Unit to the Allottee on or before day of \_\_\_\_\_. If the Promoter fails or neglects to give possession of the Flat/Unit to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat/Unit with interest at the same rate as may mentioned in the clause 4.1 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 Flat/Unit on the aforesaid date, if the completion of building in which the Flat/Unit is to be situated is delayed on account of

- i) war, civil commotion or act of God ;
- ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

It is further agreed by the allottee/s herein that the amenities in the common area will be built and delivered to the projects in a phased manner. Details of the phasing of the amenities will be as described in the \_\_\_\_ Schedule written hereunder.

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(Signature of Allottee/s)

(This consent shall be construed as informed consent)

### 7.1 Procedure for taking possession –

a. Once the Flat/Unit is ready for occupation, the Promoter shall offer the same to the Allottee/s in writing. The Allottee/s shall, within 15 days of such offer, pay the balance due to the Promoter under all heads whatsoever. Only upon the payment of all dues by the Allottee/s, shall the Promoter handover possession of the said Flat/Unit to the Allottee/s.

b. The Promoter shall invite and the Allottee/s shall inspect the Flat/Unit and take possession. The Allottee/s may exercise its right to inspect, measure, and confirm that the Allottee is satisfied with the Flat/Unit. Subject to sub-clause (d) below, upon the Allottee/s taking possession, it shall be deemed to be to the satisfaction of the Allottee/s.

c. Upon written request by the Allottee/s, the Promoter shall confirm the final carpet and usable area that has been allotted to the Allottee/s after the construction of the building in which the Flat/Unit is located or the Unit is complete and the occupancy certificate or completion certificate is granted by the competent authority. In the event of any variation in the carpet and usable area, the Promoter shall furnish details of the variation, subject to a maximum of three percent on account of plaster, skirting, ledges and structural members etc. The total price payable for the carpet and usable area shall be recalculated upon confirmation by the Promoter.

d. At the time of being invited to take possession, the Allottee/s may express in writing his/her/their dis-satisfaction with the said Flat/Unit or upon possession (having been taken by the Allottee/s after inspection and satisfaction regarding the materials, carpet and usable area and workmanship) the Allottee/s may express, in writing within 14 days from the possession date, his/her/their dis-satisfaction with the said Flat/Unit/s/Unit. In such a case of receiving the note of dis-satisfaction, the Promoter, at its sole discretion, (without assigning any reason thereof) have the right to terminate this Agreement and in case of such termination, the Promoter shall refund the amounts paid by the Allottee/s to the Promoter along with the interest mentioned in the rules of the Act, from the date of termination till its realization and Allottee/s shall be bound to accept the same and return the possession and cancel these presents as per the provisions of termination stated herein.

e. After the expiry of period of 14 days from date of possession it shall be presumed that the Allottee/s is/are fully satisfied with the said Flat/Unit and the development.

f. Promoter shall give possession of the Flat/Unit to the Allottee/s as per the provisions of this Agreement. In case the Allottee/s fails to take possession within the time provided, the Allottee/s shall nevertheless be liable to pay maintenance charges as applicable from 15 days after the date of receipt of notice by the Promoter to take the possession of the said Flat/Unit. Allottee/s shall also liable to pay to the Promoter Holding Charges as mentioned in 7.2 written hereunder.

**7.2 Failure of Allottee to take Possession of Unit:** Upon receiving a written intimation from the Promoter as per Clause 7.1, the Allottee shall take

possession of the unit 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 unit to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable from the date of Intimation for possession.

The Allottee/s hereby assures that they shall take possession of the said Flat/Unit within 15 days upon receiving informed by email or written notice regarding readiness of the said Flat/Unit for occupation. The possession will be given only after clearing Total cost of Said Flat/Unit, Other Charges, Extra Work Charges, if any, Interest on due amounts, delayed and unpaid instalments, etc. The Allottee/s shall obtain the Possession Letter from the Promoter otherwise without the Possession Letter; Possession of the Said Flat/Unit will be treated as illegal. After the possession of the Said Flat/Unit/building handed over, if any kind of extra work required to be carried out, then same shall be carried out by the Allottee/s in co-operation with the other Allottee/s of the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same. If the Allottee/s fails to take the possession of the said Flat/Unit within such period then the Allottee/s shall in addition to below mentioned, pay to the Promoter holding charges at the rate of Rs. 110/- (Rupees One Hundred & Ten only) per month per square meter of the total area of the Said Flat/Unit ("Holding Charges") and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities for the period of such delay. During the period of said delay the Said Flat/Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee/s in relation to its deterioration in physical condition.

- 7.3** If within a period of five years from the date of handing over the Flat/Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat/Unit or the building in which the Flat/Unit are 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 his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the Said Flat/Unit of phase/wing and in specific the

structure of the Said Flat/Unit /wing/phase of the said building which shall include but not limit to columns, beams etc., or in the fittings therein, 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 erection or alteration in the bathroom, toilet and kitchen, which may result 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. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of Flat/Unit by the Occupants, vagaries of nature etc.

Since tiles are artificially manufactured, there will be a certain shade and size variation. The tiles may also have a nominal bend which happens when they are baked in a high temperature in the oven and are cooled down.

- a. That it shall be the responsibility of the Allottee/s to maintain his Flat/Unit in a proper manner and take all due care needed including but not limiting to the joints between the tiles in her/his/their Flat/Unit are regularly filled with white cement/epoxy to prevent water seepage.
- b) Since granite is a natural material, there may be natural patches or water lines in it.
- c) After taking possession, it is normal that the paint develops minor hair cracks due to temperature variation. This shall not be construed as defect.
- d) As a part of good preventive maintenance practice, the Allottee/s at his own cost shall fill the joint between the granite and kitchen sink at regular intervals as and when required.
- e) In case of terrace flats, the Allottee/s shall ensure that the lid for waterdrain outlet is kept open at all times to ensure that water logging does not happen during rains. If there is water logging due to this and any leakage & seepage to adjacent or below flat then the same shall be rectified by the Allottee/s at his own cost.
- f) Further where the manufacturer warranty as shown by the Promoter to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the Said Flat/Unit/building/phase/wing, and if the annual

maintenance contracts are not done/renewed by the Allottee/s the Promoter shall not be responsible for any defects occurring due to the same.

g) That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats/Flat/Units and the common project amenities wherever applicable.

h) That the Allottee/s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the Flat/Unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20degree Celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

(Signature of the Allottee/s)

**(I hereby give specific consent to the Construction quality guidelines as detailed above)**

8. The Allottee shall use the Flat/Unit or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other Allottee(s) of Flat/Units in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide. The Promoter shall form separate commercial premises society for the Commercial Shops Holders. The Promoter Shall form the Society/Flat/Unit within three months from the date or which fifty one percent of the total number of allottees in such a building or wing have booked their Flat/Unit 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 or Limited Company 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, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any

other Competent Authority.

- 9.1** The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoter in the said structure of the Building or wing in which the said Flat/Unit is situated.
- 9.2** The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Promoter in the project land on which the building with multiple wings or buildings are constructed.
- 9.3** Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat/Unit is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Unit) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill Collectors, Chowkidars, Sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that the Allottee shall pay to the Promoter Provisional Maintenance Charges of Rs. \_\_\_\_/- in addition to the consideration amount Taxes & Duties mentioned above towards maintenance of the project in separate accounts as under:
1. Individual building account: Rs ..... /-
  2. Common Area account: Rs ..... /-
  3. Environment Management Plan account : Rs/-

This maintenance amount shall be deposited before handing over of possession of the Said Flat/Unit. This amount is not for any specific period of years and is only a provisional amount towards maintenance charges of the project. The maintenance period shall be deemed to be started from the date of completion certificate. Further, the Allottee/s hereby agrees that the Promoter shall not charge any facilitation charges for maintenance for Six Months from the date of completion certificate of respective building.

However, if the Co-operative Society does not execute the conveyance deed within this Six months , then the Allottee/s agrees to pay 10% facilitation and administrative charges to the Promoter from the seventh month onwards which shall be deducted in advance from the maintenance deposit. Maintenance of all the common areas, services and facilities shall be a primary responsibility of the Co-operative Society and the Promoter shall not be liable to maintenance the same, if the said provisional maintenance amount is exhausted and/or members of the said Co-operative Society has not paid 10%

facilitation and administrative charges to the Promoter.

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(Signature of Allottee/s)

**(Allottee/s hereby agrees to pay the maintenance amount and facilitation charges as above)**

The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure (from 2<sup>nd</sup> floor ) of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

The above mentioned maintenance charges shall include, but not be restricted to following items for which it is to be utilized:-

- i. Housekeeping and cleanliness;
- ii. Maintenance contracts of Lifts, Generators, Sewage Treatment Plant (STP), Pumping System, Water Pumps, CCTV Cameras, Organic Tank Cleanings, Fire Fighting Equipment's, PV Solar System (whatever of the said are installed or provided);
- iii. Running cost of all the equipments and instruments above (except the cost of electricity generator supply to individual Flat/Unit/s, which would be payable by the Allottee thereof in equal share together with other Allottees in the concerned building);
- iv. Common electricity bills for common area of buildings and common areas of the society/Flat/Unit/condominium or Association or Limited Company;
- v. Security charges;
- vi. Gardening charges;
- vii. Expenses of water as may be required to be purchased from private sources and all other related expenses;
- viii. Running expenses for Clubhouse, (Gym) and Play Grounds and Equipment's thereof;
- ix. Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses;
- x. Non-Agricultural taxes, if any applicable and any other similar taxes;
- xi. Pest Control Expenses;
- xii. Expenses incurred for maintenance of common service lines & replacements of electric switches/light points;
- xiii. Elevator repairs & maintenance contracts along with lift inspection charges;
- xiv.** Firefighting Certification;



- xv. Operational and electricity charges for the sewage treatment plant for the society/Flat/Unit/condominium or Association or Limited Company;
- xvi. Environment Clearance Fees;
- xvii. Property Tax for Club House;
- vii. Repairs of the building for leakages, seepage to the property or any part thereof;
- viii. Wear and Tear Charges.
- ix. all kinds of audits

It is agreed between the parties that the above maintenance amount shall not include the list mentioned below, and the Allottee and/or the society/Flat/Unit/condominium or Association or Limited Company either individually or through any appointed agency shall have to bear the following expenses, entirely from separate contribution other than the maintenance amount made by the Allottees or which may be adjusted by the Promoter from the same, if not paid by the allottees:-

- i. Society/Flat/Unit/condominium or Association or Limited Company and managing committee administration;
- ii. Insurance for building/ Flat/Units/ equipment's/ machinery, towards theft, fire, etc. and any other such expenses;
- iv. Property Taxes of individual / Flat/Units and common amenities, etc.
- v. Any other taxes, levies, cess, etc. of the property;
- vi. Any other statutory charges.
- vii. Maintenance Deposit

The maintenance amount mentioned above shall be maintained by the Promoter in a separate account, and shall be used and utilized by the Promoter as listed, only for common maintenance of the proposed project and building. The Promoter shall cause maintenance of the project till handing over responsibility of the same to the society/Flat/Unit/condominium or Association or Limited Company and till the funds available from allottees.

The amount of the maintenance of area of land under the said Building, common areas etc. is to be borne by the Allottee.

The Allottees have been informed that certain services such as STP, Solar System, and Club House are common to the entire layout and, therefore until they are operated at the designated capacity and sufficient occupancy is reached, there may be variations in the performance of such services. In case there is any maintenance arising due to such variations such shall be covered from the common maintenance fund.

The fact that certain of the common areas , facilities, amenities, services and infrastructure may/can be dedicated/meant for / restricted only for the benefit of holders/occupants of only Residential flat holders or only for the benefit of holders/occupants of units in certain buildings/phases of the Whole/Entire Project known as "Mantra \_\_\_\_\_" and the location of such common areas, facilities, amenities, Services

and infrastructure shall be decided by the Promoter from time to time and the Purchaser/s or /allottee/s or Association/society shall not object to the same.

The Purchasers of the Shops in the building forming part of the Said Whole/Entire Project "Mantra \_\_\_\_" shall not have occasion to use a substantial part of the Common areas and facilities of the aid Entire/Whole Project "Mantra \_\_\_\_" which are meant for the use of the Purchasers of Residential Flats in the said whole project "Mantra \_\_\_\_" and in the Circumstances, the quantum of the contribution to be made by the Shops in the Common Areas , Outgoings and expenses of the said Whole Project "Mantra \_\_\_\_" shall vary/differ from the Quantum contribution to be made by the Purchasers of Residential flats therein.

- A. The Fact that the Promoter shall not be liable to contribute the amounts towards Maintenance amounts towards common area outgoings or otherwise for the meeting the expenses and outgoings of the Common areas, Amenities and facilities of the said Project "Mantra \_\_\_\_ Phase \_\_\_\_" and/or the said Whole Project "Mantra \_\_\_\_".

The Allottee has understood the entire Scheme of maintenance in detail. The Allottee admits and agrees to the same, so that the maintenance of the entire building or the project is not hampered in any way due to lack of or non-payment by the Allottees.

It is also understood that this shall not preclude such society/Flat/Unit/ condominium or Association or Limited Company or the Promoter, from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottees provided the decision to that effect is duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Allottee/s.

Such society/Flat/Unit/condominium or Association or Limited Company or the Promoter shall be entitled to claim interest, on the arrears of such charges from the defaulting Allottees without prejudice to the other rights and powers of the Promoter/Society/Flat/Unit/Condominium or Association or Limited Company.

Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or society/Flat/Unit/condominium or Association or Limited Company of Allottees 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 Allottee shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or society/Flat/Unit/condominium or Association or Limited Company and/or federal/apex body as the case may be.

The entire operations and maintenance of the buildings and or the common amenities is being carried out either by the Promoter or the society/Flat/Unit/condominium or Association or Limited Company or PMC (Project Management Consultancy) on behalf of the Allottee and for the benefit of the residential community as a whole. Under no circumstances and no grounds the Allottee shall avoid and fail to pay the prescribed

maintenance, which otherwise shall be treated as breach of essential term of this Agreement entitling the Promoter to terminate this Agreement without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with interest at the rate of 2% per month. Outstanding amount shall remain as a charge on the said Flat/Unit.

That to avoid any doubts, it is agreed and understood by the Purchasers, that the above mentioned maintenance amount is calculated and worked out on the basis of the present market conditions and, if for any reason in future, on the account of exhausting of the said maintenance charges/funds and/or due to any exigencies, additional amounts are required to be contributed for the maintenance charges, the Purchasers agrees that he/she/they shall be bound to contribute and pay to the Promoter or the formed society/body the applicable proportionate amounts in that behalf as shall be demanded by the Promoter and or the agency carrying out the maintenance. It is further agreed upon that the Purchasers formed body, etc. shall reimburse to the Promoter the proportionate common maintenance expenses in the event if the same is in excess of the aforesaid amount and shall keep indemnified the Promoters herein.

The Allottee/Purchasers authorizes the Promoter to decide and form any number of societies on the said project which will be later incorporated into the Apex body as the Promoter deems fit. The Allottee/Purchasers shall abide by the same and shall have no objection or create any kind of hindrances for the same.

Correspondingly, the Purchaser/s covenants that they shall exercise their rights consistently with the rights of the other Purchaser/s and shall not do anything whereby the Purchaser/s of the other unit/s are prevented from using or occupying exclusively their unit/s including the open space/ terrace / garden and/or provisionally allocated car parking space or any part thereof (which is subject to ratification by the society/Flat/Unit/condominium or Association or Limited Company) or whereby the rights of the other Purchaser/s with regard to his/her/their unit/s including the open space/ terrace / garden and/or provisionally allocated car parking space or any part thereof (which is subject to ratification by the society/Flat/Unit/condominium or Association or Limited Company) as aforesaid are in any manner affected or prejudiced. Any Purchaser who has purchased covered parking will not park his/her/their vehicle in common area/Open Parking.

The Allottee/Purchaser/s shall pay separately to the Promoter as demanded by the Promoter, such applicable charges for meeting all legal costs, admin charges and expenses, including professional costs of the Attorney at Law/Advocates of the Promoter in connection with formation of the said society/Flat/Unit/condominium or Association or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease. At the time of registration of conveyance or Lease of the structure of the building or wing

of the building, the Allottee/Purchaser/s shall pay to the Promoter, the Allottee/Purchaser/s share of stamp duty and registration charges payable, by the said society/Flat/Unit/condominium or Association or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/wing of the building. At the time registration of conveyance or Lease of the said Land, the Allottee/Purchaser/s shall pay to the Promoter, the Allottee/Purchaser/s share of stamp duty and registration charges payable, by the said Apex Body or Federation of such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Land to be executed in favour of the Apex Body or Federation.

All documentary formalities as may be prescribed by the Concerned Authorities under the concerned Environmental Laws and Maharashtra Pollution Board, Rules and Regulations, entered into by the Promoter shall be binding upon the Allottee and on the organization of the Allottee. The Purchaser shall be bound and hereby undertakes to and continues to observe, comply with and follow all directions issued by them.

The Allottee and the organization of the Allottee shall comply with all requisitions, terms, conditions and documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws, Rules and Regulations.

The Allottee hereby agrees and confirms that in the event that any water is required to be purchased from private sources; the Allottee herein shall be liable to contribute expenses thereof at actual in proportion as may be required.

The Promoter shall be liable to pay only the statutory taxes, at actual, in respect of the unsold Flat/Units and the token sum of Rs.100/- (Rs. One Hundred Rupees Only) per month towards out goings in respect of the unsold Flat/Units/Units after registration of conveyance only. In case the Deed of Conveyance is executed in favour of the Co-operative Society, the disposal by the Promoter of all the Units/Flat/Units and other premises in the said building/s, then and in such case the Promoter/Member in respect of such unsold premises and as and when such premises are sold, to the person of the choice and at the discretion of the Promoter (the realizations belonging to the Promoter alone) the Co-operative Society shall admit as members of the Allottee/s of such Flat/Unit without charging any premiums or any other extra payment of whatsoever nature. The Promoter and Land Owner/Co Promoter shall not and will not be liable or required to pay any transfer fees, entrance fees or any fees or charges under any head and also will not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold units/Flat/Units other than the token sum of Rs. 100/- per month as mentioned above and also the Allottee/s of such Flat/Unit shall be liable to pay maintenance from the date of allotment and delivery of possession. After the formation of the Co-operative Society of Allottee/s all the permissions in respect of sewage treatment plant, organic waste converter, Lifts, water and in respect of all the amenities provided by the Promoter which requires renewal of permissions from the central government, state government, local authorities, Maharashtra Pollution Control

Board and permissions from fire department shall be renewed by the said Co- operative Society at its own costs and the said facilities and formalities shall be maintained by the said Co-operative Society and its own expense. The said Co-operative Society of the said project shall maintain the above mentioned common facilities at their own costs .

The Allottee/s is fully aware that since the Promoter has paid all development charges, premiums and Government taxes, the responsibility of creating external infrastructure outside the Said Land such as public transportation, roads, street lights, drainage, garbage disposal and storm water pipe belongs to the local authority and the Promoter shall not be liable or held accountable. Moreover, water connection for Said Scheme may be obtained from Pune Municipal Corporation . If the supply of the water from Pune Municipal Corporation is insufficient or irregular, then the demand of water will be fulfilled either through bore-well or tanker or any other available source. The Allottee/s agrees to pay the necessary water charges, tanker charges, etc. to the Promoter. And the Promoter is not responsible to provide the same.

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(Signature of Allottee/s)

(Allottee/s hereby agree to pay necessary water charges as mentioned above)

- 10.** The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts: -
  - (i) Rs.3500 /- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
  - (ii) Rs.\_\_\_\_\_ /- for formation and registration of the Society or Limited Company/Federation/ Apex body.
  - (iii) Rs-----towards maintenance deposit
- 11.** At the time of registration of conveyance or Lease of the structure of the building or wing of the building, which is Excluding the commercial units and first floor of the building the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/Wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

Unless prevented by circumstances beyond the control of the Promoters, it is agreed

that the building structure will be conveyed to such Co- operative Society of respective building or its members within three months from and after (i) the receipt of occupation / Completion Certificate from the appropriate authority on Completion of construction of all the buildings and utilization of entire FSI and TDR permissible to be utilized in the said whole of the project on the Said Larger Land and by completing all the construction on the Said Larger Land as per Development control Rules (whether previously got sanctioned or not) and the Allottee/s shall not withhold his/her/their consent without any reasonable cause for such revision of construction / layout plans, (ii) Sale of all Flat/Units in scheme, (iii) Acceptance of the draft of sale deed by the Parties concerned (i.e. by Promoter and Co-operative Society) by their mutual consent and (iv) After payment of all the dues, amounts and considerations including stamp duty, etc. by all the members of the Co-operative Society of all the Allottee/s (whichever is later). After formation of Apex Body, the Said Project land (which more particularly described in Schedule II) underneath of the Project along with structure of building thereon and amenities, utilities and services which more particularly described in **Schedule IV** hereunder shall be transferred to the said Apex Body by executing Deed of Conveyance in favour of the said Apex Body. The conveyance boundary of the said project land is as per layout annexed herewith as Annexure I. Thereafter the said Apex Body of the said societies shall maintain the said common facilities and amenities as provided hereunder. If the formation of the Apex Body is not possible for whatever Promoter hereby represents reasons then the Promoters shall execute the Deed of conveyance of undivided land along with all common areas, facilities etc. in favour of all the building/s societies of the said project jointly.

## **12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- i. The Promoter has clear and marketable title with respect to the 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 has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, 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;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Flat/Unit/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Flat/Unit/Plot] to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project

except those disclosed in the title report.

- 13.** The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat/Unit may come, hereby covenants with the Promoter as follows: -
- i. To maintain the Flat/Unit at the Allottees own cost in good and tenantable repair and condition from the date that of possession of the Flat/Unit is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Unit is situated which may be against the rules, regulations or bye- laws or change/alter or make addition in or to the building in which the Flat/Unit is situated and the Flat/Unit itself or any part thereof without the consent of the local authorities, if required.
  - ii. Not to store in the Flat/Unit 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 Flat/Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Unit is situated, including entrances of the building in which the Flat/Unit is situated and in case any damage is caused to the building in which the Flat/Unit is situated or the Flat/Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
  - iii. To carry out at his own cost all internal repairs to the said Flat/Unit and maintain the Flat/Unit 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 Flat/Unit is situated or the Flat/Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
  - iv. Not to demolish or cause to be demolished the Flat/Unit 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 Flat/Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Unit is situated and shall keep the portion, sewers, drains and pipes in the Flat/Unit and the appurtenances thereto in good tenantable repair and condition, and in



particular, so as to support shelter and protect the other parts of the building in which the Flat/Unit is situated 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 Flat/Unit without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/Unit 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 Flat/Unit in the compound or any portion of the project land and the building in which the Flat/Unit is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Unit is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Unit by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Unit until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Units 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 Flat/Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Flat/Unit is situated is executed in favour of Society/Limited Society, the Allottee shall permit the

Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

- xii. Till a conveyance of the project land on which the building in which Flat/Unit is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
  - xiii. The Allottee/s, if resident outside India, shall solely be responsible for complying with not do any act which the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and Rules made there under or any statutory amendment(s) / modification(s) made thereof and all other applicable laws.
  - xiv. After possession of the Said Flat/Unit is handed over to the Allottee/s, the Allottee/s shall take all required safety precautions during the interior work of his Flat/Unit and shall may endanger life and cause any structural damage to property.
  - xv. The Allottee/s hereby assures to pay necessary water charges, electricity user meter charges, NA Tax and Gram Panchayat / local authority municipal tax for the project and individual property tax , Electricity bill for the said Flat/Unit as applicable from the date of occupation / completion certificate or possession date whichever is earlier.
- 14.** The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 15.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/Units or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat/Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
- 16. Obligation of the Allottee/s (post O.C.):**
- i) The maintenance of Flat/Unit is c responsibility of the Allottee/s and he shall always take necessary precautions and preventive measures to ensure that the Flat/Unit is maintained in a good condition. He shall not cause any such activity

- that will be harmful to adjoining neighbors and for the building structure.
- ii) No addition or alteration will be carried out in the Flat/Unit or building in which the Flat/Unit is situated without the consent of the local authorities and Promoter.
  - iii) The Allottee/s shall not store in the Flat/Unit 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 Flat/Unit is situated. In case any such damage is caused to the Flat/Unit or to the building in which the Flat/Unit is situated on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for
  - iv) any such consequences.
  - v) The Allottee/s shall carry out at their own cost all internal repairs to the Said Flat/Unit and maintain the Flat/Unit 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 building in which the Flat/Unit is situated or the Flat/Unit 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/s committing any act in contravention of the above provisions, the Allottee/s shall be responsible and liable for the consequences thereof to
  - vi) the concerned local authority and/or other public authority.
  - vii) The Allottee/s shall preserve the aesthetics of the elevations of the scheme no Allottee/s of the Said Flat/Unit shall be entitled to install Air Conditions Flat/Units, Window Air Conditioner Flat/Units thereby affecting the glass elevations at the frontage as well as affecting the common use of the passages, lobbies and common areas in the building. Such air conditioner Flat/Units may be installed only at the space as may be provided by the Promoter.
  - viii) The Allottee/s shall not demolish or cause to be demolished the Flat/Unit 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 Flat/Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Unit is situated and shall keep the portion, sewers, drains and pipes in the Flat/Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Unit is situated 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 Flat/Unit without the prior written permission of the Promoter and/or the Society or the Limited Company.
  - ix) The Allottee/s shall not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Flat/Unit in the compound or any portion of the Said Land and the building in which the Flat/Unit is situated.
  - x) 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 Flat/Unit until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has intimated in writing to the Promoter.

- xi) The Allottee/s shall observe and perform all the rules and regulations which the Co-operative Society 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 Flat/Units 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.
- xii) All notices to be served on the Allottee/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee/s by Under Certificate of Posting / Courier / Registered Post / Ordinary Post at his/her/their address/es specified in the title of this agreement or at the address intimated in writing by the Allottee/s after execution of this agreement. In case there is two or more Allottee/s then the notice sent to Allottee/s no. 1 shall be treated as notice sent to all the Allottee/s.
- xiii) The Promoter shall be entitled to claim and receive compensation for any portion of the Said Land / building/s that may be notified for setback and claim the FSI / benefits & compensation available for areas under reservation for community centre, D. P. Roads prior to the final conveyance in favour of the society/ legal entity.
- xiv) In the event of the Co-operative Society being formed and registered before the sale and disposal of all the Units/Flat/Units in the building, all the power, authorities and rights of the Allottee/s herein shall be always subject to the Promoter over all, right to dispose of unsold Units/Flat/Units and all other rights thereto. It is specifically agreed between the parties hereto that for the unsold Units/Flat/Units the Promoter or Land Owner/Promoter No. 2 herein shall and will not be liable or required to contribute towards the common expenses, or maintenance charges or any amount under any head towards the share in the common expenses in respect of the unsold premises / Flat/Units.
- xv) The Allottee/s hereby consents and authorizes the Promoter for raising any additional finance by way of mortgage of the Said Land along with structure thereon or scheme or any portion thereof as and when so deemed necessary by the Promoter. At any stage during the implementation of the scheme the Promoter shall be at liberty to sale, assign or transfer or otherwise deal with their right title and interest in the Said Land and building/s to be constructed thereon provided the same does not adversely affect or prejudice the rights granted in favour of the Allottee/s in respect of the Said Flat/Unit agreed to be

purchased by him / her in terms of this agreement.

- xvi) If any other extra fittings, fixtures or amenities are provided by the Promoter as per the request of the Allottee/s, the Allottee/s shall be bound to pay the extra price for such additions as per the bills of the Promoter. The bills raised by Promoter shall be final. The specifications / amenities may be changed suitably by the Promoter depending on the availability of building materials, site conditions and / or changes in Government policies or laws or rules for which changes the Promoter shall not be bound or held responsible or liable for doing, providing or performing any acts, matters, services, amenities or extra works for the Allottee/s other than those expressly appearing in this Agreement. The balconies as shown in the sanctioned plan or pamphlet may be either kept as balconies or may be enclosed at discretion of the Promoter.
- xvii) Within a week after notice in writing is given by the Promoter to the Allottee/s that the Said Flat/Unit is ready for use and occupancy and date of Occupancy Certificate(whichever is earlier), the Allottee/s shall be liable to bear and pay the maintenance charges proportionate share of out goings in respect of the project land and Building namely local taxes, betterment charges or such other levies by the concerned local authorities and or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other maintenance expenses necessary mentioned in Schedule VII and incidental to the management and maintenance of the project entire land and building. Until the Co-operative Society is formed and the said building is transferred to it, 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 maintenance amount mentioned herein above as advance. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance deed of the building or wing is executed in favour of the Co-operative Societies as aforesaid. Upon conveyance of Co-operative Society of the said Project, the Promoter No. shall hand over the maintenance fund of building, common and Environmental Management Plan to the said Co-operative Society of the said Project. It is hereby clarified that the said provisional maintenance charges of the Allottee/s in the outgoings and expenses of the Common Areas and Facilities of the said entire project being found to be insufficient, the Allottee/s shall be obliged to make up / pay the shortfall as and when called upon by the Promoter to do so. The Promoter shall be liable to pay only the statutory taxes, at actual, in respect of the unsold Flat/Units and the token sum of Rs.100/- (Rs. One Hundred Rupees Only) per month towards out goings in respect of the unsold Flat/Units/Units after conveyance only. In case the Deed of Conveyance is executed in favour of the Co-operative Society, the disposal by the Promoter of

all the Units/Flat/Units and other premises in the said building/s, then and in such case the Promoter/Member in respect of such unsold premises and as and when such premises are sold, to the person of the choice and at the discretion of the Promoter (the realizations belonging to the Promoter alone) the Co-operative Society shall admit as members of the Allottee/s of such Flat/Unit without charging any premiums or any other extra payment of whatsoever nature. The Promoter and Land Owner/Promoter No. 2 shall not and will not be liable or required to pay any transfer fees, entrance fees or any fees or charges under any head and also will not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold units/Flat/Units other than the token sum of Rs. 100/- per month as mentioned above and also the Allottee/s of such Flat/Unit shall be liable to pay maintenance from the date of allotment and delivery of possession. After the formation of the Co-operative Society of Allottee/s all the permissions in respect of sewage treatment plant, organic waste converter, Lifts, water and in respect of all the amenities provided by the Promoter which requires renewal of permissions from the central government, state government, local authorities, Maharashtra Pollution Control Board and permissions from fire department shall be renewed by the said Co-operative Society at its own costs and the said facilities and formalities shall be maintained by the said Co-operative Society and its own expense. The said Co-operative Society of the said project shall maintain the above mentioned common facilities at their own costs as mentioned in Schedule

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- xviii) The Allottee/s hereby agrees and undertakes that wherever required the society shall renew all Government permissions taken by the Promoter at the cost of the Allottee/ society fund. Further, the Allottee/s hereby agrees that the undertakings submitted by the Promoter in obtaining various permissions and sanctions are binding on the Allottee/s and the Society.
  - xix) The Allottee hereby agrees to pay Rs. \_\_\_\_/- as moving in and out charges to the society towards damage / wear and tear caused to the common areas due to furniture, appliances shifting process. The Allottee further agrees to pay Rs. \_\_\_\_/- as refundable deposit towards any additional damages which may during the moving in and out period. The Allottee/s hereby agrees to adhere to the Society resolution regarding amendment of these charges.

**17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE –**

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

**18. BINDING EFFECT –**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 7 (Seven) 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 7 (Seven) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**19. ENTIRE AGREEMENT –**

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

**20. RIGHT TO AMEND –**

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

**21. PROVISIONS OF THIS AGREEMENT APPLICABLE 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 unit, in case of a transfer, as the said obligations go along with the unit for all intents and purposes.

**22. SEVERABILITY –**

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

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

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

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

**24. FURTHER ASSURANCES –**

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

**25. PLACE OF EXECUTION –**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in 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 .

**26. The Allottee and/or Promoter 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.**

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

Name of Allottee  
(Allottee's Address)

Notified Email ID:

M/s. Promoter name  
(Promoter Address)

Notified Email ID:



The Allottee/s and the Promoter shall keep each other informed on any change in e- mail and/or postal address. In case the Allottee/s or the Promoter changes his/her/their e-mail and/or postal address subsequent to the execution of this Agreement and fails to inform the other party in writing by Registered Post and/or email, then dispatch to the old e-mail and/ or postal address of the other party shall be deemed to have been received by the Promoter or the Allottee and the same shall be considered valid and binding.

**28. JOINT ALLOTTEES –**

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

**29. STAMP DUTY AND REGISTRATION –**

The charges towards stamp and Registration of this Agreement shall be borne by the Allottee/Purchaser/s and further the Allottee/s has informed the Promoter/s that the Allottee/s may act as an Investor and hence the Allottee/s reserve his/her/its/their right to claim Stamp Duty set off/adjustment of Stamp Duty paid by the Allottee on these present in terms of Article 5 (g-a) (ii) of schedule to the Bombay Stamp Act, 1958 in the event the allottee assigns the benefit of this Agreement and his/her/their/its interest in the said Flat/Unit to a subsequent Allottee/s. Stamp duty herein is affixed on the market value/document value which is more than market value as adjudicated by the Registrar of Assurances, Pune.

**30. DISPUTE RESOLUTION –**

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

In case the Allottee/s has grievance regarding any issue then he shall write an email to care@mantraproperties.in and allow the Promoter to respond within 15 working days. Thereafter, if the Allottee/s does not get proper response then he can email an appeal request to the Promoter on \_\_\_\_\_. Thereafter, if the Allottee/s is not satisfied then he can refer the issue to the reconciliatory forum constituted by RERA authority. The Courts of Pune shall have exclusive jurisdiction to try and entertain the dispute/s arising out of these presents. If the Allottee/s fails to carry out above procedure and tries to harm / tarnish / disrepute the image of the Promoters / Project / Brand in any form of digital social / print / electronic media, then the Promoter reserves the right to take appropriate legal action against the Allottee/s.

**31. GOVERNING LAW –**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts will have the jurisdiction for this Agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(Description of the said Entire Land)

- a) All that piece and parcel of land admeasuring 02 Hector 34 Ares bearing CTS No. 1938 (Corresponding Survey No. 52 Hissa No. 1) of Village Mundhwa, Taluka Haveli, District Pune, situated within the Revenue jurisdiction of the Office of Sub-Registrar of Assurances of Taluka Haveli, District Pune and within the administrative limits of Pune Municipal Corporation and falling in the residential zone and is bounded as under;  
On or towards North : By land bearing S. No. 53 bearing Corresponding CTS No. 1937  
On or towards East : By Odha  
On or towards West : By land bearing S. No. 54 (Corresponding CTS No. 1936  
On or towards South : By remaining portion of land adm. 1000 sq, mtrs. Owned and possessed by Mr. Anil Saykar and Mrs. Archana Saykar out of S. No. 52/1 and land bearing S. No. 52(Part) bearing corresponding CTS No. 1938(Part)
- b) All that piece and parcel of land admeasuring 00 Hector 5 Ares bearing CTS No. 1933 (Corresponding Survey No. 54 Hissa No. 1/25) of Village Mundhwa, Taluka Haveli, District Pune, situated within the Revenue jurisdiction of the Office of Sub-Registrar of Assurances of Taluka Haveli, District Pune and within the administrative limits of Pune Municipal Corporation and falling in the residential zone and is bounded as under;  
On or towards North : By land bearing S. No. 54/1/26 bearing Corresponding CTS No. 1933  
On or towards East : By Land bearing S. No. 54/1/29 (CTS No. 1936 owned by Mr. Manik Kodre  
On or towards West : By land bearing S. No. 54/1/21 (Corresponding CTS No. 1932  
On or towards South : By land bearing S. No. 54/1/24 bearing corresponding CTS No. 1933
- c) All that piece and parcel of land admeasuring 00 Hector 7 Ares bearing CTS No. 1933 (Corresponding Survey No. 54 Hissa No. 1/26) of Village Mundhwa, Taluka Haveli, District Pune, situated within the Revenue jurisdiction of the Office of Sub-Registrar of Assurances of Taluka Haveli, District Pune and within the administrative limits of Pune Municipal Corporation and falling in the residential zone and is bounded as under;  
On or towards North : By land bearing S. No. 54/1/27 bearing Corresponding CTS No. 1934 owned by Mayur Badhe  
On or towards East : By Land bearing S. No. 54/1/29 (CTS No. 1936 owned by Vanita Birmal  
On or towards West : By land bearing S. No. 54/1/21 (Corresponding CTS No. 1932

- On or towards South : By land bearing S. No. 54/1/25 bearing corresponding CTS No. 1933 owned by Amruta Shinde
- d) All that piece and parcel of land admeasuring 00 Hectar 5.50 Ares bearing CTS No. 1934 (Corresponding Survey No. 54 Hissa No. 1/27) of Village Mundhwa, Taluka Haveli, District Pune, situated within the Revenue jurisdiction of the Office of Sub-Registrar of Assurances of Taluka Haveli, District Pune and within the administrative limits of Pune Municipal Corporation and falling in the residential zone and is bounded as under;
- On or towards North : By land bearing S. No. 54/1/27 bearing Corresponding CTS No. 1934
- On or towards East : By part of Land bearing S. No. 54/1/29 (CTS No. 1936 owned by Vanita Birmal
- On or towards West : By land bearing S. No. 54/1/21 Corresponding CTS No. 1932
- On or towards South : By land bearing S. No. 54/1/26 bearing corresponding CTS No. 1933
- e) All that piece and parcel of land admeasuring 00 Hectar 16 Ares bearing CTS No. 1936 (Corresponding Survey No. 54 Hissa No. 1/27) of Village Mundhwa, Taluka Haveli, District Pune, situated within the Revenue jurisdiction of the Office of Sub-Registrar of Assurances of Taluka Haveli, District Pune and within the administrative limits of Pune Municipal Corporation and falling in the residential zone and is bounded as under;
- On or towards North : By land bearing S. No. 54/1/29 bearing Corresponding CTS No. 1936 owned by Kisan Sathe
- On or towards East : By Land bearing S. No. 53 CTS No. 1937
- On or towards West : By land bearing S. No. 54/1/24 Corresponding CTS No. 1933
- On or towards South : By part of land bearing S. No. 54/1/29 owned by Manik Kodre
- f) All that piece and parcel of land admeasuring 00 Hectar 11 Ares bearing CTS No. 1936 (Corresponding Survey No. 54 Hissa No. 1/29) of Village Mundhwa, Taluka Haveli, District Pune, situated within the Revenue jurisdiction of the Office of Sub-Registrar of Assurances of Taluka Haveli, District Pune and within the administrative limits of Pune Municipal Corporation and falling in the residential zone and is bounded as under;
- On or towards North : By part of land bearing S. No. 54/1/29 owned by Vanita Birmal
- On or towards East : By Land bearing S. No. 53 CTS No. 1937
- On or towards West : By land bearing S. No. 54/1/24 Corresponding CTS No. 1933
- On or towards South : By land bearing S. No. 52/2 Corresponding CTS No. 1938

### **Second Schedule Above Referred to**

(Description of the Said Amalgamated/Whole Project Land)

All that piece and parcel or ground admeasuring 27850.00 sq.mtrs being a part or portion out of the said contiguous block of land admeasuring about 02 Hectar 78.50 Ares of bearing (i) CTS No. 1938 (Corresponding Survey No. 52 Hissa No.1) (ii) CTS No. 1933 (Corresponding Survey No. 54 Hissa No. 1/25 ) (iii) CTS No. 1934 (Corresponding Survey No. 54 Hissa No.1/27 ) ) (iv) CTS No. 1936 (Corresponding Survey No. 54 Hissa No.1/29 ) of

Village Mundhwa, Tal-Haveli, District- Pune and within the limits of Pune Municipal Corporation, forming a part of the Said Entire Land, described in the First Schedule hereinabove written, and bounded as the follows:

On or towards the North: By 30Mtr. D.P.Road and S. No.53(Part)

On or towards the South : By Land bearing S.No. 52/2

On or towards the East :-By 30Mtr. D.P.Road and Odha

On or towards the West :- By S. No. 54 (Part)

### **THE THIRD SCHEDULE ABOVE REFERRED TO**

(Description of the said Project Land – Phase \_\_\_\_ )

ALL THAT piece or parcel of non-agricultural land admeasuring about **18854.25** square meters, bearing (i) CTS No. 1938 (Corresponding Survey No. 52 Hissa No.1) (ii) CTS No. 1933 (Corresponding Survey No. 54 Hissa No. 1/25 ) (iii) CTS No. 1934 (Corresponding Survey No. 54 Hissa No.1/27 ) ) (iv) CTS No. 1936 (Corresponding Survey No. 54 Hissa No.1/29 )of Village Mundhwa, Tal-Haveli, District- Pune and within the limits of Pune Municipal Corporation, forming a part of the Said Entire Land, described in the First Schedule hereinabove written, and bounded as the follows:

On or towards the North:

On or towards the South :

On or towards the East :-

On or towards the West :-

### **THE FOURTH SCHEDULE ABOVE REFERED TO**

#### **Description of the Flat/Unit and Parking Space/s)**

All that the proposed Flat/Unit bearing no.----, in the building "-----" admeasuring approximately ----square meters Carpet Area (RERA), on ---- habitable floor of Building "-----", of the said Project known as "Mantra \_\_\_\_ Phase \_\_\_\_", together with one covered Parking Space/s (Without Monetary Consideration) in the Entire Project known as "MANTRA \_\_\_\_". Balcony (Open) area attached to the Flat/Unit is approximately --- --- square meters; Balcony (Dry) area attached to the Flat/Unit is approximately ---- square meters.

### **THE FIFTH SCHEDULE ABOVE REFERED TO**

The said Project is being developed by consuming \_\_\_\_\_ Square Meter FSI on the said Land.

### **THE SIXTH SCHEDULE ABOVE REFERED TO**

The Open Space area admeasuring 1994.92 square meters proposed to be utilized for construction of amenities and common facilities and said open space area is bounded as:-

ON OR TOWARDS THE:-

NORTH: On or Towards Sr.No.53 CTS .1937

SOUTH :Wing C, Wing D & Wing F

EAST: On or Towards 24 Mtrs Road

WEST : On or Towards Wing G

**IN WITNESS WHEREOF the parties hereto have signed this Agreement to sale for Flat No.\_\_\_\_\_ in the building “\_\_\_\_\_” in the Project “Mantra \_\_\_\_ Phase \_\_\_\_” and set their/his/her hands on the day and date first hereinabove mentioned –**

Sr. No	Name	Photo	Signature	L.H.T.I
1	Mantra Speciality Landmarks Pvt. Ltd. ,  by the hand of one of its Directors,  Mr. _____    Promoter  Party of the First Part			
2	<div>1. Mr. Ashok Nivrutti Kodre</div> <div>2. Mr. Nilesh Ashok Kodre</div> <div>3. Mr. Shailesh Ashok Kodre</div> <div>4. Mrs. Archana Anil Saykar</div> <div>5. Mr. Vilas Nivrutti Kodre</div> <div>6. Mrs. Jayshri Vilas Kodre Alias Jayashri Vilas Kodre</div> <div>7. Mr. Amol Vilas Kodre</div> <div>8. Mr. Nikit Vilas Kodre</div> <div>9. Mrs. Ahilya Govardhan Shinde</div> <div>10. Mr. Manik Nivrutti Kodre</div> <div>11. Mrs. Kalpana Manik Kodre</div> <div>12. Mr. Anup Manik Kodre</div> <div>13. Mr. Nitish Manik Kodre</div> <div>14. Mrs. Amruta Satish Badhe Alias Amruta Bhushan Shinde</div> <div>15. Mr. Mayur Satish Badhe</div> <div>16. Mrs. Jayashree Satish Badhe</div> <div>17. Mr. Vanita Vijay Birmal</div> <div>All of the above represented through their Power of Attorney holder, Speciality Landmarks Pvt. Ltd by the hand of one of its Directors, Mr. _____ hereinafter referred to</div>			

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	collectively as "the Confirming Parties" of the Second Part;			
3	MR.  Allottee /Purchaser			
4	Allottee /Purchaser Party of the Third Part			
5	Witnesses : 1 Name: Address : Sign :	Witnesses: 2 Name: Address : Sign:		

## RECEIPT

Prior to the execution of these presents the Allottee/Purchaser/s has paid to the Promoter a sum of **Rs. -----/- (Rupees ----- )**, being part payment of the sale consideration of the Flat/Unit agreed to be sold by the Promoter to the Allottee/Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge)

## Annexure 'E'

### UNIT AND ALLOTTEE/S DETAILS

Sr.		Particulars
(1).	Whole Project	MANTRA _____

(2).	Project/Wing	Building “ ____ ” of “ <b>Mantra ____ Phase ____</b> ” MAHARERA Reg. No. _____	
(3).	Unit		
			Square Meters
		Carpet Area (RERA) of Unit	
		Open balcony area attached to the Unit	
		Balcony (Dry) area attached to the Unit	
(4)	Parking Space/s (Without Monetary Consideration)		
(5).	Purchase Price	Rs. _____/- ( <b>Rupees _____</b> ),	
(6).	Date of Offer of Possession of the Unit	On or before _____	
(7).	Postal address of the Allottee/s	_____	
(8).	Postal address of the Promoter	T4-T5, Third floor, Metropole Building, Camp, Pune 411001	
(9).	E-mail address of the Allottee/s.	_____ _____	
(10).	E-mail address of the Promoter.		
(11).	Permanent Account Numbers of the Promoter		
(12).	Permanent Account Numbers of the Allottee/s	_____ _____	

**Annexure ‘J’**

The Total Purchase Price **Rs. -----/- (Rupees -----only )**, including the proportionate price of the common areas and facilities appurtenant to the premises, amounting to **Rs. -----/- (----- )** the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule I but excluding the government taxes as applicable to be paid in installments against the following milestones:

Sr. No	Milestones	%	Amount
1	On or before Signing of Agreement	10%	
2	Immediately after registration of Agreement	20%	
3	On Completion of Raft slab of the Bldg	10%	
4	On Completion of 1st Slab of the Bldg	10%	
5	On Completion of 5th Slab of the Bldg	10%	
6	On Completion of 9th Slab of the Bldg	10%	
7	On Completion of 13th Slab of the Bldg	10%	
8	On Completion of 17th Slab of the Bldg	10%	
9	On Completion of flooring work of the unit	5%	
10	At the time of Handing over of the possession of the Unit to the Allottee on or after receipt of OC/CC.	5%	
	Total	100%	

**Annexure ‘G’**

**UNIT AMENITIES**

ANNEXURE – ‘A’

Title Report

Details of the Title Report

ANNEXURE – ‘B’

(Authenticated copies of Property Card or extract Village Forms-VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

ANNEXURE – ‘C-1’

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE – ‘C-2’

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)



ANNEXURE – 'D'

(Authenticated copies of the plans and specifications of the Shop agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE – 'E'

(Specification and amenities for the Shop)

ANNEXURE – 'F'

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

ANNEXURE – 'G'

(Copy of N A Order)

ANNEXURE H

FLOOR PLAN OF THE FLAT

Details of phasing of amenities