

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

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

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

29. FURTHER ASSURANCES

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

30. PLACE OF EXECUTION

The execution and Registration of this Agreement shall be at Pune.

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

32. 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: **M/S. KUMBARE MATHWAD ASSOCIATES LLP**

(Promoter Address): S. No. 82/24, Office No. 1, 'Ashish Plaza', Kothrud, Pune - 411038.

Notified Email ID: skumbare@gmail.com

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and

letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

33. 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.

34. STAMP DUTY AND REGISTRATION:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

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

36. GOVERNING LAW

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

37. DETAILS OF SCHEDULE AND ANNEXURES TO THIS AGREEMENT

Details of Schedules and Annexures

SCHEDULE	PARTICULARS
Schedule I	Said Property
Schedule II	Said Entire Project
Schedule III	Said project/ Scheme
Schedule IV	Said Apartment
Schedule V	Specification
Schedule VI (A)	Common Amenities and Facilities
Schedule VI (B)	Limited Common Areas and facilities
Schedule VII (A)	External Development Work
Schedule VII (B)	Internal Development Work
Details of Annexures	
Annexure A 1	Copy of Layout
Annexure A 2	Copy of building plans
Annexure B	7/12 extract/ Property Card
Annexure C	Title Certificate
Annexure D	Floor Plan showing said apartment
Annexure E	Maintenance items to be provided for maintenance charges to be collected by the promoter between delivery of possession and final conveyance

Annexure F	NA Order
Annexure G	Index II of Development Agreements
Annexure H	Proposed Plan

SCHEDULE I

(OF THE 'SAID PROPERTY')

All that contiguous portion of land area adm. 6743 Sq. Mtrs. comprising of S. No. 51/4, 51/5, 50/14, 50/16, 50/23, 50/15/1 situated at Village Kothrud, Taluka Haveli District Pune and within the limitation of Pune Municipal Corporation and the said portion adm. 6743 Sq. Mtrs. is bounded as under:-

On or towards East : By Vijayshree Condominium of Apartment,
On or towards South : By Mahesh Vidyalay,
On or towards West : By D. P. Road,
On or towards North : By Part of S. No. 51.

SCHEDULE II

(OF THE 'SAID ENTIRE PROJECT')

Ownership Units scheme styled as **'EKA'** in form of building No. A and B having total FSI (inclusive of TDR) adm. 6714.98 Sq. Mtrs. upon net plot area adm. 3995.91 Sq. Mtrs. and FSI adm. 6714.98 Sq. Mtrs. from and out of S. No. 51/4, 51/5, 50/14, 50/16, 50/23, 50/15/1 situated at village Kothrud, Taluka Haveli Dist. Pune and within limits of Pune Municipal Corporation

SCHEDULE III
(OF THE 'SAID PROJECT')

Ownership units scheme '**EKA PHASE I**' in form of Building A having 3 basement + Ground + 16 upper floors (as per present sanction and 22 floors as per proposed sanctioned plans) comprising 64 residential units and total FSI adm. 5516.23 Sq. Mtrs. (Commercial FSI + residential FSI) situated at S. No. 51/4, 51/5, 50/14, 50/16, 50/23, 50/15/1 village Kothrud, Taluka Haveli Dist. Pune and within the limits of Pune Municipal Corporation.

SCHEDULE IV
(OF THE 'SAID APARTMENT')

Building No.	"A"
Apartment No.	
Floor	
Carpet Area	
Sq. Mtrs.	
Sq. Ft.	
Area of enclosed Balconies	
Sq. Mtrs.	
Sq. Ft.	
Area of adjoining terrace & Dry Terrace Area	
Sq. Mtrs.	
Sq. Ft.	
Parking Lot No.	
Area adm.	

SCHEDULE V
(SPECIFICATIONS)

Structure :-

- Earthquake Resistance RCC Frame Structure.
- POP/ Gypsum finish for walls in the entire flat
- Internal wall finish with luster paint/ equivalent
- External wall paint – Apex Ultima/ equivalent
- Designer dado tiles up to lintel level for toilets and kitchen
- Korean/ granite top kitchen platform with stainless steel sink
- Water purifier in kitchen
- Concealed CPVC plumbing
- CP fittings – jaquar or equivalent
- Provisions for sufficient electrical points
- Solar hot water for common toilet – 100 LPD per flat
- Lights and electrical fittings – Legrand/ Schneider/ equivalent / Gold Medal
- Vitrified flooring 3' x 3'/ laminated wooden flooring for all bedroom
- Designer bathroom tiles with anti skid flooring
- Terrace/ dry balcony flooring in antiskid tiles

- Designer main door – teak wood vineer melamine polish
- Biometric lock for main door
- Video door phone
- Gas leak and smoke detector devices
- UPVC sliding window
- Concealed copper wiring with circuit breakers
- DG backup to support 1 light point in each room
- Television and telephone provisions – living and master bed.
- Intercom facility for all flats
- Electrical point for AC provision in all bedrooms and living room
- Automatic lifts
- Glass railing for terrace.

NOTE: The promoters reserve the rights to change any of the above contents as and when required.

SCHEDULE VI (A)
(COMMON AMENITIES AND FACILITIES)

Item	Date of Completion
Infinity Pool, landscaping, moonlight cinema, party lounge, yoga arena & children play area.	21/6/2020
Power backup for lifts and common area lighting.	21/6/2020
Internal concrete/tar road with tree plantation.	21/6/2020
Decorative name board and entrance lobby.	21/6/2020
Letter box for each flat.	21/6/2020

SCHEDULE VI (B)
(LIMITED COMMON AREAS AND FACILITIES)

1. Partition walls between the two units shall be limited common property of the said two units.
2. Top Terrace
3. Passages
4. Accesses

The above areas shall be available for common use of all the occupants.

SCHEDULE VII (A)
(EXTERNAL DEVELOPMENT WORKS)

Item	Period of completion
Landscaping in Open Space I	21/6/2020
Water Supply System	21/6/2020
Sewage and drainage system	21/6/2020
Electricity Supply and transformer	21/6/2020

SCHEDULE VII (B)
(INTERNAL DEVELOPMENT WORKS)

Item	Period of completion
Water Supply	21/6/2020
Sewers	21/6/2020
Drains	21/6/2020
Tree planting	21/6/2020
Street Lighting	21/6/2020

ANNEXURE - E

Maintenance items to be provided for maintenance charges to be collected by the promoter between delivery of possession and final conveyance.

Water pump
Electrical System
Common lights, passage lights,
Water Supply
Lift maintenance
Security
Sweeper and cleaning of common areas
Garbage Collection
Common Electricity
Common Amenities - Moonlight Cinema, Party Lounge, Infinity Sky Pool, Yoga Meditation Arena

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

NAME	PHOTO	LEFT HAND THUMB
M/S. KUMBARE MATHWAD ASSOCIATES Through its partner AND Power of Attorney Holder of Smt. Sarubai Appa Kumbare and others SHRI. SANJAY DAMODAR KUMBARE ("PROMOTER AND CONSENTING PARTIES")		
M/S. KUMBARE MATHWAD ASSOCIATES Through its partner AND Power of Attorney Holder of Smt. Sarubai Appa Kumbare and others SHRI. MAHESH ASHOK MATHWAD ("PROMOTER AND CONSENTING PARTIES")		
(PURCHASER No.1)		
(PURCHASER No.2)		
WITNESS: 1.SIGN: NAME: ADDRESS:	2.SIGN: NAME: ADDRESS:	

घोषणा पत्र

आम्ही, मे. कुंबरे माथवड असोसीएटस एल. एल. पी. ह्या नोंदणीकृत भागीदारीसंस्थेतर्फे भागीदार श्री. संजय दामोदर कुंबरे व श्री. महेश अशोक माथवड याद्वारे घोषित करतो की, दुय्यम निबंधक हवेली क्र.१३ पुणे यांच्या कार्यालयात करारनामा या शीर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्रीमती. सरुबाई अप्पा कुंबरे व इतर यांनी दस्त क्र.२१०२/०६, हवेली क्र.२०, पुणे व दस्त क्र. ३६३६/०६ हवेली क्र.०४ पुणे या दस्तान्वये आम्हाला दिलेल्या कु.मु. पत्राच्या आधारे आम्ही सदर दस्त नोंदणीस हजर केला आहे/ निष्पादित करून कबुलीजबाब दिला आहे. सदर कु.मु.पत्र लिहून देणार यांनी कु.मु.पत्र रद्द केले नाही किंवा कु.मु.पत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कु.मु.पत्र रद्दबातल ठरविलेले नाही. सदरचे कु.मु.पत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास आम्ही पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस पात्र राहू याची आम्हाला जाणीव आहे.

दिनांक: ____/____/२०१७

१.

२.

कु.मु.पत्र धारक