

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.

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 Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Apartment Purchaser/Allottee who has taken or agreed to take such Apartment

18. BINDING EFFECT

Forwarding this Agreement to the Apartment Purchaser/Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Apartment Purchaser/Allottee until, firstly, the Apartment Purchaser/Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Apartment Purchaser/Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Apartment Purchaser/ Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Apartment Purchaser/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 Apartment Purchaser/Allottee for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Apartment Purchaser /Allottee, application of the Apartment Purchaser/Allottee shall be treated as cancelled and all sums deposited by the Apartment Purchaser/ Allottee in connection therewith including the booking amount shall be returned to the Apartment Purchaser/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 Apartment, 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 APARTMENT PURCHASER/ALLOTTEE/SUBSEQUENT APARTMENT PURCHASER/ 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 Apartment Purchaser/Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment 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 there under 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 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.

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

Wherever in this Agreement it is stipulated that the Apartment Purchaser/ Allottee has to make any payment, in common with other Apartment Purchaser/ Allottee(s) in Project, the same shall be the proportion to the carpet area of the Apartment to the total carpet area of the entire Apartment 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 Apartment Purchaser/Allottee, in waked after the Agreement is duly executed by the Apartment Purchaser/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 Haveli -5.

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

Name, Address of Apartment Purchaser/Allottee's

Mr. _____,
R/at :- _____

Name, Address of The Promoters/Developers

M/s Vrajratan Home Makers (I) Private Limited
Having its Office at: Shop No. 9,
Koparkhaine, Sector No20,
Navi Mumbai - 400709

It shall be the duty of the Apartment Purchaser/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 Apartment Purchaser/Allottee, as the case may be.

28. JOINT APARTMENT PURCHASER/ALLOTTEES

That in case there are Joint Apartment Purchaser/Allottees all communications shall be sent by the Promoter to the Apartment Purchaser/ 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 Apartment Purchaser/Allottees.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Apartment Purchaser/ Allottees.

30. **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 Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

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 Pune courts will have the jurisdiction for this Agreement.

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

Schedule of The Land As Described Herein Above I(A and B)

ALL THAT PIECE AND PARCEL OF property bearing a) Survey no.50/7 admeasuring 00H 29.78R, and b) Survey no.50/8 admeasuring 00H 43R situated at Village Wakad, Taluka Mulshi, District Pune and within the jurisdiction of Sub Registrar Haveli, District Registrar Pune and within the limits of Pimpri Chinchwad Municipal Corporation and bounded as under-

a) Survey no.50/7 admeasuring 00Hector 29.78 R

On or towards the **East** : 100 Ft Road
 On or towards the **South** : Property bearing Survey no.50/8
 On or towards the **West** : Property bearing Survey no..51/1 and 51/2
 On or towards the **North** : Property bearing Survey no.50/6 and part of Survey

no.50/7

b) Survey no.50/8 admeasuring 00 Hecter 43 R

On or towards the **East** : 100 feet road
 On or towards the **South** : Property bearing Survey no.49
 On or towards the **West** : Property bearing Survey no.51/1 and 51/2

On or towards the **North** : Property bearing Survey no.50/6 and part of Survey no.50/7

Together with all rights, liberties, easements, privileges, hereditaments and appurtenances thereto.

Second SCHEDULE "- Above Referred To

Project Name. : **Giriraj Grandiose**
 Building No./Wing No. :

Floor	:	th
Residential Apartment No.	:	
Area (Carpet area)	:	sq.mtrs.
Utility terrace	:	
Balcony	:	sq.mtrs
Exclusive Right to use Terrace (adjacent)	:	sq.mtrs
Exclusive right to use Car Parking	:	
Allotted and the Garage/Closed Parking	:	-----sq.mtrs
Any other right	:	-----

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH AND THE YEARS HEREIN ABOVE WRITTEN.

SIGNED AND DELIVERED

By the within named the Promoters/Developers

Vraj Ratan Home Makers (I) Private Limited

Through its Director

Mr. Piyush Vasantlal Thakkar

)

)

)

)

)

)

) **Part of the First Part**

) **Himself and Power of Attorney**

) **Holder for Consenting Party**

SIGNED AND DELIVERED

By the within named Unit Purchaser/s

)

)

)

)

)

) **Party of The Second Part**

)

)

In the presence of :

**SCHEDULE 'B'-
FLOOR PLAN OF THE APARTMENT**

---X---

ANNEXURE-C

Name of the Attorney at Law/Advocate – Vilas P. Kadekar

Address : Chinchwad

Date : 6/21/2017

No. _____

RE.: _____

Title Report

Details of the Title Report

The Schedule Above Referred to

(Description of property)

Place : pune

Dated _____ day of _____ 20__

(Signed)

Signature of Attorney-at-Law/Advocate

-----x-----

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)

---x---

ANNEXURE-E

(Specification and amenities for the Apartment.)

-----x-----

1. Checkers tiles in Parking and slab will be finished with sponge plaster.
2. Drainage & Water Line work with Garbage Chute
3. Electric meter/s and Water meter/s connected to Common light, Water connections, pump set etc.
4. Two lifts with Generator back-ups
5. Gymnasium, Children play area & Swimming Pool with Club House.

ANNEXURE-D

SPECIFICATIONS & AMENITIES OF THE FLAT

THIRD SCHEDULE ABOVE REFERRED TO

a. Common Areas and Facilities:

A) COMMON FACILITIES :

2. Foundation work as per R.C.C. Design.
3. R.C.C. Framed structure as per R.C.C. Design

4. 6" thick B. B. Masonry walls. Internal Plaster in C.M. with Sunla finish and external Plaster in C. M. with sand faced sponge finish.
5. Exterior painting with Acrylic Paint, Interior oil bond distemper paint.
6. Designers Main Door and wooden flush Doors for Bathroom. Aluminum powder coated Windows and marble cills.
7. 32"x32" vitrified Tiles Flooring in Hall, Kitchen and Bedrooms.
8. Granite Kitchen Otta

RESTRICTED AREAS AND FACILITIES: The parking in basement if any as well as under stilt in each wing/building as the case may be shall be restricted and the Promoter herein shall have exclusive right to allot the same to the tenement holder in such building or tenement holder in any building of the scheme.

1. Parking being open to sky in side margin of the building in the project shall be restricted and the Promoter herein shall have exclusive right to allot the same to the tenement holders in any building of the scheme.
2. Terraces adjacent if any to the flats shall be restricted and shall be for exclusive use of such respective flat holders.
3. Top terrace of the building/s shall be restricted and the Promoter herein shall have exclusive right to allot the same to the accommodation holder in the building/wing.
4. All areas etc. which are not covered under aforesaid head "Common Area And Facilities" are restricted area and facilities which include, the marginal open spaces, terraces, car-parking within the said land and in the building/s which is/are under construction on said land are reserved and Promoter shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of flat, terrace/s, parking space etc. or to convert the Restricted Area into Common Area or vice-versa.

NOTE: The Promoters/Builders/Developers reserve their right to add/delete/alter any of the above amenities (as far as possible amenities will not be reduced)



ONLY FOR RERA REGISTRATION