

RajHeramb Properties

R.H. No: - 3, 'Raj Vimal Terraces' Plot No. 28, RamNager Colony, Bavdhan, Pune- 411 021.
Tel: - (020) 66521010 / 66521616 /66521919

Date:

Address.....

.....

E-mail address:.....

Dear Sir / Madam,

You have shown your interest in purchasing an Apartment (details of Apartment are more particularly described herein below) in our project '.....', situated at Survey No. at village, Taluka, District Pune. We have accepted your offer on following terms and conditions;

PARTICULARS	
UNIT No.	
FLOOR	
CARPET AREA	-----sq.mt. carpet
USABLE FLOOR AREA OF ENCLOSED BALCONY	_____sq.mt.
USABLE FLOOR AREA OF ATTACHED SERVICE AREA	_____sq.mt.
USABLE FLOOR AREA OF TERRACE	_____sq.mt.
No. of COVERED/OPEN PARKING for 4 wheeler	

TOTAL PRICE AND PAYMENT PLAN		
Price of Apartment		Rs
Agreement Cost		
PAYMENT SCHEDULE		
On Booking of Apartment	10.00%	
On the execution of Agreement	20.00%	
On completion of the Plinth of the building	15.00%	
On Completion of 3 rd Slab above the Plinth	07.00%	
On Completion of 5 th Slab above the Plinth	07.00%	
On Completion of 7 th Slab above the Plinth	11.00%	
On completion of the walls, internal plaster, floorings of the said Apartment	05.00%	

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On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level, doors and windows of the said	10.00%	
On completion of the external plumbing and external finishing, elevation, terraces with waterproofing, of the building	05.00%	
On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, paving of appurtenant land	05.00%	
At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of completion certificate, whichever is earlier	05.00%	
	100%	total

OTHER CHARGES PAYABLE BY ALLOTTEE ON OR BEFORE EXECUTION OF AGREEMENT	
Stamp Duty- 6%	
Registration Charges- 1%	
GST - @ 12%	
Total	

AMOUNTS PAYABLE BY THE ALLOTTEE ON OR BEFORE DELIVERY OF POSSESSION OF THE APARTMENT	
Deposit towards provisional monthly contribution towards outgoings of Society and Maintenance charges Rs..... paise XSq.ft total usable area X for...24.....months.	
GST (@.....%) on the maintenance Charges(or as applicable)	
Total	

TERMS AND CONDITIONS:

- 1) Issuance of this non-transferable Allotment Letter to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee signs and delivers the Agreement with all the schedules (Copy attached) along with the payments due as stipulated in the above Payment Plan within 30 (thirty) days from the date of this Allotment Letter; and appears for registration of the Agreement before the concerned Sub-Registrar as and when intimated by the Promoter. This Allotment Letter is not meant or be treated or deemed to be as Agreement as contemplated under provisions of law.

- 2) If the Allottee(s) fails to execute and deliver to the Promoter Agreement within 30 (thirty) days from the date of this Allotment letter and/or appear before the Sub- Registrar for its registration as and when intimated by the Promoter within the aforesaid 30 days, then the Promoter shall serve a notice to the Allottee by e- mail/by hand/by Post/by courier on the address given by the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application/Allotment of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount/ token amount shall be returned to the Allottee without any interest or compensation whatsoever.
- 3) Minimum token amount should be equivalent to Rs...../- of the agreement cost, which shall be retained as interest free *bonafide refundable* deposit, refundable.
- 4) Unless agreement is entered into by the applicant, no right of any nature is conferred or intended to be conferred by this Letter on the applicant.
- 5) All taxes, cess, charges or levies under any concerned statute shall be borne by the Purchaser, over and above price of the Apartment.
- 6) The Purchaser has received the floor plan & specification, of the said flat at the time of booking and has no confusions what so ever and would not change the option confirmed by us on the date of booking.
- 7) In case of cancellation for any reason what so ever then the amount paid by the Allottee against the said booking shall be returned within 30 days from date of cancellation of booking.

I / We have read, understood, accepted and agreed for the above mentioned contents, payment Plan, terms and conditions.

Allottee's Signature 1) _____ 2) _____

For (PROMOTER)

Mr.....

Senior Executive/Assistant Manager-Sales sign: _____



AGREEMENT TO SELL

This AGREEMENT TO SELL is made and executed here at Pune, on this ____ day of _____ month of the year 2017,

between

RAJHERAMB PROPERTIES, a proprietor concern, belonging to and owned **PRAVIN VISHWANATH PATIL** (PAN AAXPP9197Q), aged about 50 years, occ: business, having its office at Row House No.3, Raj Vimal Terraces, Plot No.28, RamNagar Colony, NDA Road, Bawdhan Khurd, Pune : 411 021, ...hereinafter called as the "**PROMOTER**", which expression shall, include its plural and unless repugnant to the context or meaning thereof, mean and include his legal heirs, successors, executors, administrators and assigns, the ONE PART,

and

Full name (capital)		
Age/ occ		
Full Address		
PAN		

...hereinafter called as the "**ALLOTTEE**" (which expression shall, unless repugnant to the context or meaning thereof, mean and include its plural, all his/ her/ their heirs, successors, survivors, executors, administrators and assigns), ...of the OTHER PART,

W H E R E A S,

- a. the Promoter has proposed to promote and develop ownership scheme on (i) all those pieces of Plot comprising of 4 (four) plots



abutting each other, area under the internal road, area under road widening for the regional plan road, and all rights, title, interest, claims relating thereto and possession thereof, out of the sub.division sanctioned layout of all those pieces of land (a) Survey No.276, Hissa No.1, admeasuring "Hectare 0.33.3 Ares", (b) Survey No.276, Hissa No.2, admeasuring "Hectare 0.33 Ares", (c) a portion admeasuring "Hectare 0.56 Ares" lying on north of Survey No.277, Hissa No.1, (d) Survey No.277, Hissa No.2, admeasuring "Hectare 0.69 Ares", and (e) Survey No.278, Hissa No.2, admeasuring "Hectare 0.55 Ares" and (ii) the land bearing Survey No.275, admeasuring "Hectare 0.69.3 Are" (6930 sq.mt.) all situate at Village Bavdhan Budruk of Taluka Mulshi, District Pune, more particularly described in the SCHEDULE-1 given hereto (hereinafter collectively referred to as the said "**LAND**"), which are acquired and purchased by the Promoter herein, by (i) the sale deed 02.06.2010, registered in the office Sub.Registrar, Mulshi, Pune at Serial No.4747/2010, from its erstwhile owners Shankar Nana Dagde and others and (ii) the Sale Deed dated 06.01.2011 registered in the office of the Jt.Sub.Registrar, Haveli No.2 at serial No.225 of 2011 from its erstwhile owners Raju @ Rajendra Bhagwan Bandal, together with the confirmation of M/s.Desai & Gaikwad, a partnership firm, joining as the Confirming Party thereto, respectively,

- b. in the Final Regional Plan of Pune Region, drawn, sanctioned and enforced w.e.f. 10.02.1998 under the provisions of the Maharashtra Regional and Town Planning Act, 1966 ("MRTP"), the said Land is in "residential zone",
- c. the Collector of Pune, *vide* his Order dated 12.05.2011 bearing No.PMA/NA/SR/548/10 permitted non-agricultural use of the Plot Nos. 1, 14, 15 and 16 out of the said Land, for the purpose of residence under section 44 of the Maharashtra Plot Revenue Code, 1966 and also sanctioned the building/s plans on and after approval issued by the Assistant Director of Town Planning *vide* his letter No. NABP/ Mouje Bavdhan Budurk/ Taluka Mulshi/ Survey No.276 and

others/Plot Nos.1,14,15,16/SSanP/476, dated 29.11.2011 followed by (i) order No.PMA/ NA/ SR/ 464/ 11, dated 17.01.2012, passed under Section 44 of the Maharashtra Land Revenue Code, 1966 on and after approval issued by the Assistant Director of Town Planning *vide* his letter No.Rekhankan/ NABP/ *Mouje* Bavdhan Budurk/ Taluka Mulshi/ Survey No.275/ ADP/ 7503, dated 29.11.2011, and (ii) revised amalgamation order No.PMN/FSI/ADTP/135/013, dated 16-02-2015 passed on and after approval issued by the Assistant Director of Town Planning *vide* his letter No.Rekhankan/ NABP/ *Mouje* Bavdhan Budurk/ Taluka Mulshi/ Survey No.275 and other / SANSPU/ 4087, dated 03.07.2014, sanctioned the plans for construction of various buildings on the said Land including 6 buildings for the purpose of residence use and 1 building for the purpose of commercial use,

- d. the Promoter commenced the development of the said Land in accordance with the sanctioned building plans (retaining a right to revise the same) for construction of various buildings comprising of independent blocks commonly known as ownership scheme, in the name and style of **REGALIA RESIDENCY**,
- e. thereafter, the Promoter got approved the revised Building Plan of buildings to be constructed on the Land from the Pune Metropolitan Regional Development Authority, Pune *vide* No.PMU/MOU.BAVDHAN BU./S.NO.275 AND OTHERS/PRA.KRA.708/16-17/dt.04.08.2016,
- f. the Promoter intends to purchase and/or avail the development rights of the adjoining land from its respective owner/s and amalgamate the same with the existing Project and construct the building/s in phase wise manner on such amalgamated land.
- g. the following professional consultants have been appointed by the Promoter for the ownership project on the said plot:

Architect	Name: Manguesh Bhandekar, AMITHYST of office 603+604, Muktanand co-op Society, Plot No 1, Survey No 82/2,3,4, DP Road, Kothrud, Pune 411038. registered with the Council of Architecture who has/ have drawn the plans for construction of the building/s on the said plot
RCC/ Structural Engineer	M/s. SPECTRUM CONSULTANTS , proprietor PARAG CHOPDA of 759/25, Deccan Gymkhana, Pune: 411 004 who has/ have drawn the plans of structural design of the building/s on the said plot, a copy of the appointment letter and acceptance whereof is appended hereto.
Chartered Accountant	Name: R. V. MARATHE & Co. Address : Omkar Height, 905 Sadashiv Peth , Near Nagnathpar, PUNE- 411030. Registered with the Institute of Chartered Accountants of India under the Chartered Accountant Act,1949,
Advocate	Name – Adv. Kiran Kothadiya Address Shree Amey Apartments, 1187/37, Shivaji Nagar, Pune Registered with the Maharashtra Bar Council under the Advocates Act,1961 who has issued title report pertaining to the said plot
Estate Agent for the project	Name Nikunj Investments & Home Solutions.

	Address : Office # 5 (Ground Floor), Royal Tranquil, Konkane Chowk (Next to Shivar Chowk), Pimple Saudagar, Pune-411017 Mobile: +918446646200 E-mail: info@nikunjinvestsolutions.com Registered with the Real Estate Regulating Authority, Maharashtra under section 9(3) of RERA r/w Rule 12(1)(a) of the Rules
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- h. The Firm of the Promoter is registered under section 3(1) r/w section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**" hereinafter) r/w Rule 6 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("**RULES**" hereinafter) with the Real Estate Regulating Authority, Maharashtra ("**MAHA RERA**" hereinafter), vide Registration No. _____, dated _____ a copy whereof is appended hereto.
- i. the Allottee desired to purchase a residential/ commercial Shop in one of the buildings being constructed on the said Plot, more particularly described in SCHEDULE-2 given herein below and delineated in the floor map annexed hereto (hereinafter referred to as the said "**UNIT**"), from the Promoter, for and at the agreed lump sum price as hereinafter mentioned,
- j. the Promoter gave inspection of all documents pertaining to development of the said plot to the Allottee/ Allottee/

Allottee, as specified under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**" hereinafter) r/w the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 as also the Maharashtra Ownership Flats Act, 1963 ("**MOFA**") r/w the Rules framed thereunder, so also annexed herewith self authenticated copies thereof, as ANNEXURE-2 (*colly*),

k. the Allottee/ Allottee agreed to purchase from the Promoter all that *residential/ *shop/ *office together with exclusive facilities as appurtenant thereto (*if so specifically mentioned*) of balconies, attached terraces, parking spaces; more particularly described in SCHEDULE-2 given hereto and as delineated in the floor map annexed herewith in accordance with the specifications given hereto (hereinafter referred to as the said "**UNIT**") for the price and other payables as hereinafter mentioned,

l. subject to otherwise agreed, reserved and provided herein, the parties hereto therefore, have executed this agreement to sell, witnessing the terms and conditions thereof, in compliance to section 4 of MOFA r/w section 19 of RERA, as under:

NOW THIS AGREEMENT TO SELL WITNESSETH:

1. NON OBSTANTE:

Notwithstanding anything contained anywhere in this Agreement *but without adversely affecting the said apartment agreed to be acquired by The Allottee*, The Allottee hereby declares, confirms and agrees as follows:

(a) The Promoter has reserved all its rights to amalgamate and/or sub-divide the said plot and/or any other abutting/ adjoining pieces of land to which the Promoter may be entitled to.

(b) The Promoter has also reserved all its rights to use, utilize and consume basic Floor Space Index ("FSI") pertaining to the said plot and/or such other adjoining/ abutting pieces of land to which the Promoter may be entitled to, so also to use the same in the manner and at the location as may be exclusively decided by the Promoter.

(c) The Promoter has also reserved all rights to avail, use, utilize and consume the additional FSI either on payment of premium or by way of Transferable Development Rights ("TDR") or by way of Slum Rehabilitation or otherwise by whatever name called for construction of building/s on the said plot, as may be permissible for use of maximum potentials under the concerned rules and regulations.

(d) The Promoter has also reserved all its rights either (i) to develop and/or dispose of by sale or otherwise transfer the Units and/or any such other permissible portion, and appropriate the proceeds thereof in terms of the instruments of development by and between the Promoter and the Owner, or (ii) to surrender the amenity space to the concerned authority and claim, avail, use, utilize and consume the FSI granted in lieu thereof, on the said plot for construction of or addition to the building

being constructed thereon, as is permissible under the concerned Development Control Rules/ Regulations.

(e) The Promoter has also reserved all its rights to develop and/or construct a building/s on the open space of the said plot as may be permissible under the concerned regulations.

(f) The Promoter shall be entitled to compensation from The Allottee in case any obstruction or impediment of any nature raised to or for the development of the said plot and/or other pieces of land adjoining to the said plot either by amalgamation and/or sub-division and/or consumption of FSI for any building thereon, by and on behalf of The Allottee, without prejudice to the rights of the Promoter to terminate this agreement on such obstruction or impediment raised by The Allottee.

(g) The project on the said plot being large, the Promoter shall be developing the said plot by constructing various buildings in phases. There would be development, construction, facilities, site development and other incidental activities continuing on the said plot till completion of the entire project. The Allottee hereby agrees not to raise any objection or any claim on the grounds of inconvenience, nuisance or annoyance for continuation of such development, construction and other incidental activities on the said plot.

(h) The Promoter shall also be entitled to amend, alter and/or revise the layout, building layout and/or building plans as may be found required for use, utilization and consumption of the FSI originating from the physical area

of the said plot and/or additional such FSI by way of TDR or floating or otherwise, according to phases or otherwise, as may be permissible under the concerned Development Control and Promotion Regulations, 2017 under any statute, rule or regulation.

(i) The Promoter shall be at liberty to grant and allot right to exclusive use as exclusive use or facility appurtenant to, attached to, and inseparable from the given Unit/s, of sanctioned parking space; covered or under stilt or open, attached terrace. The concerned Unit Allottee shall be entitled to exclusive use thereof as an appurtenant to his/ her/ their Unit.

2. AGREEMENT:

Subject to other terms and conditions herein, the Promoter hereby agreed to sell, assign, sell or otherwise convey the said apartment (described in SCHEDULE-2 and delineated in the floor map annexed hereto), unto and in favour of The Allottee herein, and The Allottee accordingly agreed to acquire and purchase the said apartment from the Promoter, for and at the lump sum aggregate price of Rs. _____ (_____) payable by The Allottee to the Promoter, as hereinafter mentioned.

3. PRICE:

(a) In consideration thereof, The Allottee partly paid and agreed to pay the balance to the Promoter, for purchase of the said apartment, the said agreed lump sum aggregate price _____ of Rs. _____ (_____) and the Promoter accepted the part paid and agreed to

accept the balance of said amount from The Allottee
(*subject to Tax Deduction at Source (TDS) under section
194-IA of the Income Tax Act,1961, if so applicable*) at as
under:

Sr	Amount (Rs)	Particulars
1		10% of total price paid by The Allottee by duly drawn crossed cheque/ pay order/ demand draft No. _____, dated _____ on _____ _____ bank
2		20% of total price payable by The Allottee to the Promoter on execution of this agreement.
3		15% of total price payable by The Allottee to the Promoter at the time of completion of plinth of the subject building
4		7% of total price payable by The Allottee to the Promoter on completion of 3 rd slab including podium and stilt of the subject building.
5		7% of total price payable by The Allottee to the Promoter on completion of 5 th slab including podium and stilt of the subject building.

6		11% of total price payable by The Allottee to the Promoter on completion of 7 th slab including podium and stilt of the subject building.
7		5% of total price payable by The Allottee to the Promoter on completion of walls, internal plaster, flooring, doors and windows of the said apartment
8		10% of total price payable by The Allottee to the Promoter on completion of sanitary fittings, staircases, lift well, lobbies upto the floor level of the said apartment
9		5% of total price payable by The Allottee to the Promoter on completion of external plumbing, external plaster, elevation, terraces with water proofing of the subject building/ wing.
10		5% of total price payable by The Allottee to the Promoter on completion of Lifts, water pumps, electrical fittings, electro, entrance lobby of the subject building/ wing.
11		5% of total price payable by The Allottee to the Promoter at the time of delivery of possession of the said apartment by the Promoter to The Allottee on or after receipt of

	occupancy/ completion certificate.
Rs. _____	Total (_____)
	amount.

(b) The instalments of the amount agreed to be paid and payable by The Allottee to the Promoter as mentioned above, shall always be the essence of this agreement.

(c) In case of default committed by The Allottee, in payment of the agreed price or any other amount, as and within the time agreed to herein, the Promoter shall be entitled to claim interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum, from the day it becomes payable till the actual receipt thereof, without prejudice to the right to terminate this agreement and/or any other rights and/or remedies available to the Promoter in terms of this agreement and/or otherwise in law.

(d) All payments stipulated in this agreement, shall be made by The Allottee to and in favour of the Promoter payable in the Separate Project Account as may be directed by the Promoter, by duly drawn crossed cheque payable at par or by electronic/ wire transfer compliant to the banking rules and practices.

4. PROJECT:

Subject to *non-obstante* clause above,

the project on the said plot shall comprise of

- 5 dedicated buildings exclusively for residence each consisting of number of wings, each containing independent residential blocks;
- 1 building containing shops, offices.
- Common club house facility,
- Common swimming pool,
- Common garden, children play area, internal roads, lights in common area
- Common Sewage Treatment Plan ("STP")
- Common underground water tank/s
- Common transformer for the project

(a) the master layout of the said project on the said plot has been shown in the map appended hereto,

(b) the said plot shall remain as 'one' piece of land for the purposes of basic FSI originating from the physical area thereof, containing various buildings not necessarily carrying such FSI equivalent to the physical area of the plinth or portion of the land there under,

(c) the said plot shall also remain as 'one' piece of land for the purposes of availing, using, utilizing and consuming the additional FSI by way of TDR, Slum Rehabilitation TDR, FSI on payment of premium, road widening, amenity space or otherwise, subject to the discretion of the Promoter to provide otherwise,

(d) there shall be demarcating permissible partition between various buildings which shall be entitled to common area and facilities and/or restricted common area and facilities as may be permissible,

(e) The Promoter has reserved its rights to acquire, avail, claim, use, utilise and consume such other FAR/FSI either by way of TDR or otherwise, in addition to the one hereinbefore mentioned, for construction of or adding to the building/s constructed on the said Land, as may be permissible by and in DC Regulations or other concerned statutes and rules and also reserve right to amalgamate the abating land and use, utilise and consume FAR/FSI and/or TDR of the land bearing Survey Nos.276/1+2+277/1+2+278/2, kept for road widening and internal road in the sanctioned layout. In any event there shall not be any change or alteration to the dimension and area of the said apartment agreed to be given to the Allottee.

(f) the Sewage Treatment Plant ("STP"), Transformer Room and Diesel Generator Set shall be the common facility for all the buildings proposed on the said plot,

(g) the construction of buildings on the said plot is scheduled to progress phase-wise, and the activities for construction of the buildings, amenities and facilities shall continue despite the Units being occupied by their respective Allottees, if any,

(h) the Allottee of any exclusive covered or open parking facility sanctioned in the plans by the concerned planning authority, attached and appurtenant to his/ her Unit (if any), shall be entitled to the exclusive use thereof for parking of vehicles to the exclusion of all other ,

(i) the schematic locations of common facilities of, children playground, party lawn, common hall, garden, internal road *et cetera* the residential complex have been shown in the map attached herewith,

(j) provision for water; potable or otherwise permissible under concerned government and/or local authority has been applied for and shall be provided to the project to the extent supplied by such government and/or local authority,

(k) however, in case of lack of or inadequacy of or scarcity of such water supply to the project or the Units therein, for purchase and supply of water through private supplier to the extent as may be supplied, The Allottee shall be liable to contribute to the cost and expenses thereof.

5. CONSTRUCTION:

(a) The Promoter shall complete the construction of the said apartment in accordance with the sanctioned/ revised sanctioned building plans and specifications, fixtures, fittings and amenities as agreed to and mentioned/ enumerated in the SCHEDULE-2 written herein (the said **"SPECIFICATIONS"**, for short).

(b) The FSI originating from the physical area of the said plot for use, utilisation and consumption for construction of the building/s thereon, presently is "ONE", subject to the rights and discretion reserved by the Promoter to use, utilize and consume for the construction of the building on the said plot and/or adding to the construction thereto,

(i) the additional FSI by way of TDR for amenity, development plan road or slum rehabilitation by availing the same from the market, or by say of paid FSI or such other by whatever name called as is and to the extent

permissible under the concerned DCPR 2017 or such other statutory provisions prevailing at such time,

(ii) additional FSI granted in lieu of surrender of the amenity space relating to the said plot,

(iii) additional FSI granted in lieu of surrender of the area out of the said plot for road or road widening,

(iv) additional FSI in lieu of any incident relating to the said plot,

(v) additional FSI on payment of premium or any such amount.

(c) The Allottee hereby, granted his/ her/ their consent for change/ modification/ alteration of and in the layout of the said plot including amalgamation and/or sub division thereof, of the plans of the building,

(i) in case the same is required to be done under any rule, regulation, enactment then in force, or

(ii) consequent to use, utilization and consumption of the additional FSI for construction of the building/s on the said plot and/or

(iii) adding the construction thereto,

without adversely affecting the construction of the said apartment as agreed to be purchased by The Allottee.

(d) The Promoter shall have preferential/ pre-emptor right to utilise the residual or available FSI or the one increased by reason of any rule/ regulation/ enactment or the additional one granted and/or allowed there under either by way of TDR and/or otherwise on the said plot, to which The Allottee hereby agrees and shall always be deemed to have agreed.

(e) Subject to the right to revise and of revision of layout, and/or sub-division of the said plot, and/or the plans for construction of the building/s on the said plot by the Promoter, as hereinbefore agreed, no part of the said FSI has been utilised by the Promoter anywhere else.

(f) The Promoter shall complete the construction of the said apartment as agreed to herein by **30 JUNE 2018** and shall deliver possession thereof, to The Allottee, on issuance of completion/ occupancy certificate by the concerned authorities.

(g) The period of delay caused in completion of the construction of the said apartment on account of

- I. *force majeure*, civil commotion, war, strike, boycott, *bandh*, threat,
- II. non-availability or scarcity of any building material or finishing articles or labour supply,
- III. prohibitory orders from any court or authority or
- IV. time taken for issuance of completion/ occupancy certificate by the concerned planning authority,
- V. any other reasons beyond the control of the Promoter,

shall not be included and shall be excluded from computation of the period of completion of the said apartment and delivery of possession thereof to The Allottee.

(h) In case of delay in delivering possession of the said apartment on the part of the Promoter, The Allottee shall be entitled to claim interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum, on the amount paid by The Allottee to the Promoter from the agreed date of possession till actual delivery thereof by the Promoter to The Allottee, without prejudice to the right of The Allottee to terminate this agreement and claim refund of the amount so far till then paid to the Developer/ Allottee.

6. POSSESSION:

(a) The Allottee shall take possession of the said apartment within 7 (seven) days of the Promoter giving written intimation to The Allottee intimating completion of the construction of the said apartment.

(b) At the time of delivery of possession of the said apartment, The Allottee shall also execute such other documents such as possession receipt, declaration *et cetera*, as might be required by the Promoter.

(c) From the date of handing over of possession of the said apartment to The Allottee, if any structural defect in the construction of the said apartment/ building is found out to have been done or caused by the Promoter, the Promoter wherever possible, shall be bound within the period prescribed by the concerned statute, to rectify/

remove/ alter/ remedy the same, entirely at the cost of the Promoter.

(d) Under no circumstances The Allottee shall be entitled to possession of the said apartment, unless The Allottee shall have paid the entire price of the said apartment and other money payable by The Allottee under this agreement to the Promoter and/or money payable to any concerned authority under any concerned statute relating to the subject matter of this agreement.

7. ORGANISATION :

(a) Notwithstanding anything contained anywhere in this agreement or otherwise, the scheme being implemented on the said Land shall always be known and called as "REGALIA RESIDENCY" and the same shall not be changed ever.

(b) If so decided and for better administration of the complex, for each building there may be formed separate co-operative housing society and all such co-operative housing societies shall form themselves into a federal society under the provisions of the Maharashtra Co-operative Societies Act, 1960 or such other concerned statute or such informal apex body.

8. CONVEYANCE:

(a) The Promoter shall execute and/or cause to be executed conveyance of the project comprising of land and building/s constructed thereon, in favour of such 'Federal/ Apex Body' or collectively in favour of all such co-operative housing societies, within a period of 1 (one) year from completion of the entire project by the Promoter on the said plot.

(b) Under no circumstances, The Allottee or the organization of Allottees shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by The Allottee either to the Promoter or to any other agencies or authorities, is actually paid by such Allottee.

9. ALLOTTEE'S DECLARATIONS:

(a) The Promoter herein has made full and true disclosures to The Allottee as to the title of the Promoter in respect of the said plot, construction of the building on the said plot, consumption of additional FSI by way of TDR or otherwise (if any), sanctioned plans for construction of the building on the said plot and such other matters relating thereto.

(b) As required by The Allottee the Promoter herein has supplied all information to The Allottee herein with all facts as to the marketable title of the Promoter and the Owner to the said plot, and the rights of the Promoter to develop the said plot, and after satisfaction and acceptance of title has entered into this agreement.

(c) The Promoter herein is developing the scheme under the name "**REGALIA RESIDENCY**" on the said plot, with an intention to have the homogeneity in the scheme as to landscaping, height, façade, elevation of the buildings, outer colour scheme, terrace, windows, grills *et cetera*. The Allottee or any owner or occupier of the tenement/s in the building/s or scheme shall not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or to erect

any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Allottee also shall not obstruct by act and/or omission any outlet of rain or drain or water or sewage in any manner.

(d) In the project, the Promoter herein is providing advance technology/ amenities/ material/ plant and equipment/s in common facilities and which has to be operated/ used by the persons in the project with due diligence and observe all required of safety norms and measures.

(e) The Promoter has a right to and shall install at appropriate place at its discretion, a signage of the project name **"REGALIA RESIDENCY"** on the said Plot shall always be called as and at suitable place in the entrance of the building the names of the unit owners.

10. LOAN:

- (a) The Promoter availed loan from The Jalgaon People's Co-operative Bank Ltd against the security of the Proportionate land area out of the total land area admeasuring 8812.24 sq.mt along with the construction thereon present + Proposed in Wing "E" to be constructed on the said land and the Office Nos. 101, 102, 103, 402 in the "G" Wing in the building constructed on the said Land, by executing Mortgage Deed dated 02.12.2016, registered with the office of Sub.Registrar, Haveli No.16 at Serial No.9526/2016 for development and completion of the project on the said Land.
- (b) The Allottee hereby accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institute and/or person, and agrees not to raise any obstruction and/or impediment and/or any objection pertaining thereto.

- (c) In the event of the Promoter availing such loan, the Promoter shall be bound to send written intimation about availing of any such loan to The Allottee.
- (d) However, in no circumstance the rights of The Allottee pertaining to the said apartment shall be adversely be affected. The Promoter shall keep The Allottee duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses.
- (e) In the event of the Promoter availing such loan, the Promoter shall be entitled to call upon The Allottee to make payment of the balance amount payable by The Allottee to the Promoter under this agreement, directly to such bank/s and/or financial institute and/or person, as the case may be, towards repayment thereof. The amount so paid by The Allottee to such lender, shall be, and shall be treated to be the payment made by The Allottee to the Promoter.
- (f) In the event of the Promoter availing additional loan, the Promoter shall be entitled to call upon the Allottee to make payment of the balance amount payable by the Allottee to the Promoter under this agreement, directly to such bank/s and/or financial institute and/or person, as the case may be, towards repayment thereof. The amount so paid by the Allottee to such lender, shall be, and shall be treated to be the payment made by the Allottee to the Promoter.
- (g) The Allottee shall be entitled to avail loan from financial institute and/or bank designated by the Promoter for purchase of the said apartment, on the security of the rights of the Allottee to the said apartment. Subject to stipulation as to administrative charges of the Promoter and refund of the amount till then the Promoter may have received on account of the Allottee as hereinafter

mentioned, in such event, the Allottee shall not be entitled to terminate this agreement, unless (i) the entire loan, interest and other charges so availed by him/ her/ them stands repaid, and (ii) the said apartment is released by such financial institute or bank.

b. TERMINATION:

(a) In the event of Allottee committing any default in payment of the price of the said apartment and/or any other money by whatever name called, payable under this agreement or otherwise under any concerned statute and/or commits breach of any of the terms and conditions of this instrument, the Promoter shall be entitled to terminate this agreement, by issuing 15 (fifteen) days prior written notice to The Allottee.

(b) On termination of this agreement, The Allottee shall be entitled only to refund of the amount so far till then paid by The Allottee to the Promoter under this instrument after deducting 10% therefrom, towards administrative expenses.

(c) Without prejudice to anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against The Allottee on facts and in law, on and/or as a result of such termination shall however, be adversely affected or prejudiced.

c. OTHER CONDITIONS:

(a) The Allottee shall use the residential unit, only for the purposes of residence, and the commercial unit, only for the purposes of commerce, and for no other purposes.

(b) The Allottee shall maintain the said apartment at his/her own cost in good repairs and condition from the date of grant of possession of the said apartment is taken.

(c) The said apartment with exclusive facility attached or appurtenant thereto (if any) shall be impartible and inseparable, and shall always remain as one. The Allottee shall not sub-divide and/or dispose of the same in parts.

(d) The Allottee shall not store in the said apartment any goods which are of hazardous, combustible or dangerous in nature or which are against the rules, regulations, bye-laws of the said organisation, statutory or other authorities. Any damage so caused by act or omission on the part of The Allottee to the said apartment or other Flats in the scheme shall entirely be at the risk as to cost, consequences, damages of such Allottee.

(e) The Allottee shall carry at his/her own cost, all internal repairs to the said apartment and shall keep the said apartment in good and habitable condition and shall not demolish or cause to be demolished by act or omission, the said apartment or any part thereof nor at any time make or cause to be made any additions or alterations of whatsoever nature in or to the said apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building and shall keep the appurtenances thereto in good repairs and conditions.

(f) The Allottee shall not dispose, throw, leave or stake any dirt, rubbish, rags, garbage or other refuse or permit

any such dirt, rubbish, rags, garbage or other refuse to be disposed of, thrown, left or staked in any part of the said plot and/or the building other than designated disposal space or facilities for the complex.

(g) The Allottee shall also observe all other terms/ conditions/ directions/ rules/ notifications issued, enforced, circulated under any statutes, rules, orders, bye-laws by any authority or by the said organisation for "use" of the Unit/s in the said scheme or in any other part of the said plot.

(h) Notwithstanding anything contained anywhere in this agreement, The Allottee shall **not**:

- demolish or cause to be demolished the flat or any part or wall or structure thereof nor at any time make or cause to be made any addition or alteration like shifting doors/ windows / grills walls etc or in the flat or any part thereof,
- make any holes/ cuts/ breakages/ chiseling or any other damage of whatsoever nature to structural walls, columns, beams, slabs etc. that will in any way affect the structural stability and integrity of the building,
- make any change in the external colour scheme of the building/ wing in which the flat is located,
- extend the said apartment or make any external attachments to the walls of the flat like enclosing grills, clothes drying lines, stands for potted plants, outdoor units of air conditioners, antenna dish of television, etc. or any other additions of whatsoever nature to the flat,
- cover, fully or partially, any terrace or other projection with any structure,

- use common passages staircases and lobbies and other such spaces for storage or reposition of any goods or garbage of any kind or to keep potted plants of any sort, or whatsoever other items that may in any way hamper or otherwise reduce the usability of these spaces in any manner,
- obstruct in any manner by any act or omission, sewer, drains, pipes, passages and common area prohibiting or blocking common use and access thereto,
- raise any wall, window, grill or shutter or enclosure of any nature whatsoever, in or relating to the parking space allotted,
- use or permit any user of the parking space other than parking of the vehicles,
- use the elevators which has potentials to damage the same or its operation nor to misuse the elevators.

d. MAINTENANCE and OTHER CONTRIBUTIONS:

(a) On or before delivery of possession of the said apartment by the Promoter to The Allottee, The Allottee shall pay to the Promoter, an amount towards common maintenance, as follows:

i. Maintenance

Rs.26.90 ps. per sq.mt. (Rs.2.50 ps. per sq.ft.) x Carpet up area of the said apartment x 24 (twenty four) months= total amount payable by the Allottee to the Promoter

ii. Water charges

Rs.21.50 ps. per sq.mt. (Rs.2.00 ps. per sq.ft.) x Carpet up area of the said apartment x 24 (twenty four) months= total amount payable by the Allottee to the Promoter

(b) The Promoter shall maintain the above amount in a separate project maintenance account, a separate bank

account and meet the expenses of common maintenance only for a period of ____ years from completion of construction of the Units and/or given Unit.

(c) In case any additional amount is found to be required for common maintenance, The Allottee agrees to contribute thereto, as may be called upon by the Promoter.

(d) The Allottee shall also pay the following amount to, and as and when called upon by the Promoter and in any case prior to delivery of possession of the said apartment:

(e) The common maintenance referred to herein, shall include only following items:

- i) Housekeeping and cleanliness
- ii) Maintenance contracts of lifts, generators, sewage treatment plant, water purification system, water pumps
- iii) Running cost of all the equipments and instruments above (except the cost of electricity generator supply to individual flat/s, which would be payable by The Allottee thereof in equal share together with other Unit Allottees in the concerned building)
- iv) Common electricity
- v) Security charges
- vi) Gardening charges
- vii) Running expenses for clubhouse and play grounds and equipments thereof
- viii) Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses
- ix) Non agricultural taxes and any other similar taxes
- x) Pest control expenses
- xi) Any other such expenses for common facilities

(f) It is agreed between the parties that said maintenance shall NOT include the items mentioned below, and The Allottee and/or the Association/ society either individually or through any appointed agency, shall have to bear the following maintenance, entirely from separate contribution made by the Unit Allottees.

- i) Society and managing committee administration,
- ii) Insurance for building/ Units/ equipments/ machinery, towards theft, fire etc. if so availed, and such any other related expenses,
- iii) Sinking or such other funds
- iv) Property tax payable for individual building/ Units/ common amenities etc.
- v) Any other taxes, levies, cess etc. pertaining to the real estate project,
- viii) Repairs of the building for leakages, seepage to the property or any part thereof.
- ix) Wear and tear charges.

(g) After the period mentioned herein, the Promoter shall be entitled to entrust maintenance of common areas and facilities to an *ad hoc* committee of Unit Allottees appointed by the Promoter, subject to the liberty of the Promoter to entrust the maintenance even prior to the said period, in which case, the Promoter shall also entrust the balance remaining of the amount received from Unit Allottees till then.

(h) The Allottee has understood the entire scheme of maintenance in detail. The Allottee admits and agrees to the said scheme, so that the maintenance of the entire

complex is not hampered in any way due to lack of or non-payment thereof by the Allottees.

(i) It is also clearly understood that this shall not preclude the organisation of the Unit Allottees 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 by the organisation.

(j) Such organisation shall be entitled to claim reasonable interest, on the arrears of such charges from the defaulting Allottees, without prejudice to the other rights and powers of the organisation.

(k) Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or Unit Allottee organisation 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 such organisation, as the case may be.

(l) The Allottee shall maintain at his/ her own cost the said apartment, fixtures, fittings, facades, elevations, so also exclusive rights relating to landscaped open space and other exclusive area/s and/or facility/ties, sold and granted specifically, if any.

e. TAXES, CESS, and other CHARGES:

(a) The Allottee shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ charges/ duties on the said apartment and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate or grant of possession of the said apartment whichever, is earlier.

(b) If at any time, any retrospective and/or prospective tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover tax/ works contract tax/ service tax, penalties *et cetera*, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said plot or the said apartment or the said agreement or the transaction herein, shall exclusively be borne and paid by The Allottee. The Allottee hereby, indemnifies the Promoter and the flat purchase organization from all such levies, cost and consequences.

(c) All levies, stamp duty, registration fees in respect of this agreement, conveyance, any other document required to be executed in respect of and relating to the said apartment and/or the transaction under this agreement shall entirely be borne and paid by The Allottee.

(d) The Allottee hereby, indemnifies the Promoter and the flat purchase organisation from all such levies, cost and consequences arising therefrom.

(e) In the event of the Promoter being constrained to pay any tax or levy referred to above herein, The Allottee shall reimburse the same to the Promoter immediately. The Promoter shall be entitled to claim interest @ 2% above the State Bank of India Highest Marginal Cost of Lending Rate on such amount from The Allottee, if The Allottee fails to reimburse the same to the Promoter immediately. There shall be a charge of such amount on the said apartment till its receipt by the Promoter.

(a) All levies, stamp duty, registration fees in respect of this agreement, conveyance, any other document required to be executed in respect of and relating to the said apartment and/or the transaction under this agreement shall entirely be borne and paid by The Allottee.

f. RESERVATIONS:

(a) All payments agreed to herein and otherwise required to be made by The Allottee otherwise, shall always be the essence of the contract, and failure whereof, shall be a breach of this agreement, committed by The Allottee.

(b) The Promoter shall not be liable to pay any amount as and towards common maintenance or in the nature thereof, for or relating to the unsold Units, nor the organization of the Unit Allottees shall be entitled to any such amount as and towards common maintenance or in the nature thereof, either from the Promoter till the concerned flat is sold by it, and/or from the concerned Unit

Allottee prior to the date of purchase of the concerned flat by him/ her/ them.

(c) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said apartment or of the said plot and the building or any part thereof. The Allottee shall have no claim save and except in respect of the said apartment hereby agreed to be sold to The Allottee, and open spaces, parkings, lobbies *et cetera*, will remain the property of the Promoter until the said plot and the building save and except any part reserved by the Promoter, is transferred to the respective Allottees.

(d) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of the time to the Allottee by the Promoter for anything, shall not be construed as waiver or acquiescence on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by this Allottee nor shall the same in any manner prejudice the rights of the Promoter.

(e) The Allottee shall not, without the written permission of the Promoter, let, sublet, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said apartment or any part thereof, nor shall assign this agreement to any person unless the entire price of the said apartment and any other money payable by The Allottee under this agreement till then is received by the Promoter. Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any

other rights, available to the Promoter under this agreement and/or other law.

(f) The Allottee shall permit the Promoter and its surveyors or agents with or without workmen and other, at all reasonable times to enter into the said apartment or any part thereof and to make good any defects found in respect of the said apartment or the entire building or any part thereof.

(g) The Allottee shall present this agreement at the office of the concerned Sub-registrar, Haveli, for registration within the time prescribed by the Registration Act and upon intimation thereof by The Allottee, the Promoter shall attend such office and admit execution thereof.

(h) All notices to be served on The Allottee as contemplated by this agreement shall be deemed to have been duly served if sent to The Allottee by certificate of posting at his/ her/ their address written hereinbefore first.

g. MISCELLANEOUS:

(a) Except otherwise provided herein, or the context otherwise requires, this agreement shall always be subject to the provisions of the MOFA and the RERA and the rules made therein.

(b) The Purchaser shall also be entitled to benefit of adjustment of stamp duty paid on this agreement, in the event of disposal of the said Flat within the period and as contemplated by Article 5(g-a)(ii) of Schedule.I to the Maharashtra Stamp Act.

STAMP DUTY PARTICULARS

Prescribed valuation as per Annual Ready Reckoner, 2017-18 Bavdhan Budruk, Taluka Mulshi, District Pune, as described in Sector		
Residential	----- sq.mt. x 1.20 = ----- sq.mt. (Rs.-----/- per sq.mt. as per ARR, 2017-18)	Rs.-----/-
Exclusive right to attached terrace	----- sq.mt. x 1.20 = ----- (Rs.----- /- per sq.mt. being 40% of the prescribed value of Rs.-----/- per sq. mt., as per ARR, 2017-18)	Rs.-----/-
Exclusive right to Stilt parking space	-----sq.mt. x Rs.----- ----/- per sq.mt. (being 25% of the prescribed value of Rs.-----/- per sq.mt., as per ARR, 2017-18)	Rs.-----/-
Prescribed valuation		Rs.-----/-
Total Prescribed valuation		Rs.-----/-
Total agreed price		Rs.-----/-
Stamp duty (as per Article 25(b)(i) of the Maharashtra Stamp Act (previously, the Bombay Stamp Act, 1958) plus 1% Surcharge on higher amount of the two above.		Rs.-----/-

0-0-0-0-0

SCHEDULE.1(description of the said "**LAND**")

All those plots abutting each other,

Plot No.1	581 sq.mt.
Plot No.14	364.62 sq.mt.
Plot No.15	364.62 sq.mt.
Plot No.16	572.00 sq.mt.
Total	1,882.24 sq.mt.

and

Area under internal road	5116.66 sq.mt.
Area under road widening	294.66 sq.mt.
Total	5411.32 sq.mt

out of the sub.division layout sanctioned (by the office of the Assistant Director of Town Planning, Pune, *vide* its No.Rekhankan/ NABP/Mouje Bavdhan Budruk/Taluka Mulshi/ S.NO.276/1, 276/2, 277/2, AND 278/2 / Assistant Director Of Town Planning, Pune / 739 dated 24.03.2005, and the Additional Collector, Pune, *vide* its No.PRA/NA/SR/8/2005 dated 02.05.2005, under the Maharashtra Land Revenue Code, 1966), of all those pieces of land

(i) Survey No.276, Hissa No.1, admeasuring "Hectare 0.33.3 Ares",

(ii) Survey No.276, Hissa No.2, admeasuring "Hectare 0.33 Ares",

(iii) a portion admeasuring "Hectare 0.56 Ares" lying on north of Survey No.277, Hissa No.1,

(iv) Survey No.277, Hissa No.2, admeasuring "Hectare 0.69 Ares", and

(v) Survey No.278, Hissa No.2, admeasuring "Hectare 0.55 Ares",

all situate at village Bavdhan Budruk of Taluka Mulshi, District Pune, within the limits of Registration District of Pune, Sub.Registrar, Gram Panchayat of village Bavdhan Budruk, Mulshi Taluka Panchayat Samiti and Pune Zilla Parishad, and which are **collectively** bounded by as under:

East	-	Survey No.275, Bavdhan Budruk
South	-	Arihant Institute in Amenity space No.2
West	-	9 meter wide internal road
North	-	12 meter wide internal road

together with easements, appurtenances, ingress, egress, and together with all rights to use, utilise and consume FAR/FSI either originating from the physical area thereof and additional such either by way of TDR or otherwise as may be permissible in law.

all that land bearing Survey No.275, admeasuring "Hectare 0.69.3 Are", assessed at Rs.4.37 situate at village Bavdhan Budruk of Taluka Mulshi, District Pune, within the limits of Registration District of Pune, Sub-Registration Taluka Mulshi/Haveli, Pune, and the Gram Panchayat of village Bavdhan Budruk, and which is bounded by as follows:

On or towards east: Survey No.274

On or towards south: 18 meter wide RP Road

On or towards west: Survey No.276
On or towards north: Survey No.284

together with easements, appurtenances, ingress, egress, and together with all rights to use, utilise and consume FAR/FSI either originating from the physical area thereof and additional such either by way of TDR or otherwise as may be permissible in law.

SCHEDULE.II

(description of the said "FLAT")

All that

Residential/ Commercial Unit	No._____
Building/ Wing	
Floor	
Area	_____ sq.mt. (_____ sq.ft.) carpet area
Exclusive facility	Attached terrace admeasuring _____ sq.mt. _____ sq.mt. (_____ sq.ft.) Enclosed Balcony area Attached Service Area admeasuring _____ sq.mt. Stilt/ Open parking space admeasuring _____ sq.mt.

being constructed on the said Land, more particularly described in the Schedule.I written above, together with fixtures, fittings,

facilities, amenities, exclusive facility (if specifically agreed to), and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto, and as delineated in the floor map annexed hereto.

ANNEXURE

Statutory compliances pertaining to development of the said plot

RERA	No. _____, dated _____ under section 3(1) r/w section 5 of the Real Estate (Regulation and Development) Act, 2016 (" RERA " hereinafter) r/w Rule 6 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (" RULES " hereinafter) with the Real Estate Regulating Authority, Maharashtra (" MAHA RERA " hereinafter), a copy whereof is appended hereto.
Zone	Residential zone in *Final Regional Plan of Pune Region/ *Final Development Plan, under the Maharashtra Regional and Town Planning Act, 1966, Zone certificate dated 17.11.2006 & 24.09.2003 issued by Assistant Director of Town Planning, Pune.
Construction	.PMU/MOU.BAVDHAN BU./S.NO.275 AND

	OTHERS/PRA.KRA.708/16-17/dt.04.08.2016 under Development Control and Promotion Regulations 2017 Pune Metropolitan Region Development Authority (PMRDA) framed under the Maharashtra Regional and Town Planning Act,1966, a copy whereof is appended hereto.
Land use	No. .PMN/FSI/ADTP/135/013, dated 16-02-2015 for non-agricultural use of residence by Collector, Pune, under section 44 of the Maharashtra Land Revenue Code,1966, a copy whereof is appended hereto.
Environment	NA
Separate Project Account	Presently at The Jalgaon People, Co-op bank Ltd,Paud Road,Kothrud Branch,Pune

Common facilities for entire project	Club House /Swimming pool/ Garden/ Children park/ Office/ Watchman/ Security cabin/ Closed circuit television apparatus / lift rooms/ Electricity master panel
Rider	This shall be subject to change as to number of building/s, Units therein, their division and/or amalgamation into separate buildings or Units, provision and situation of open space and/or internal access roads, with

	proportionate alteration in common facilities as may be found necessary by the Promoter depending <i>inter alia</i> upon market conditions. However, this shall not adversely affect the said apartment agreed to be purchased by The Allottee
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SPECIFICATIONS:

For Residential Flat:

Internal Specifications & Common Amenities

Structure & Architecture

- **IS-code** designed **Earthquake resistant** RCC structure. Steel Make- Kalika / Trishul / Rajuri / Mahalaximi / Sangam/ Om sai Steel / Tata Steel / JSW/ shree om
- Use of Site mix concrete for better structural strength. Cement- Zuari/Bharti/Ultratech/ACC/ Ambuja/Vasavdatta/JK Cement/Birla super
- Use of **Designed mix, including Fly-ash for added Structural Life** Dirk/prozocrete/Thermal Power plant waste.
- **Anti-termite treatment** to entire building foundation

Walls & Ceiling

- 6" & 4" external & internal **Brick/Fly ash/ACC Blocks walls** Shirke/ecolite/citadel/ Shree omkar.
- Edges between walls and ceilings are reinforced with expandable material to **minimize cracks** due to seasonal **temperature variations**.

- **20mm thick double coated external plaster** for increased protection against weathering and fungal formations.
- **Internal walls** smooth finished in superior grade **Gypsum** of Saint Gobain/ Gyproc India/Buildon Gypsum/Vega.

Kitchen & Dry Terrace

- Jet black **Granite Kitchen otta of** Khamam Black **with Stainless Steel sink**
- Provision for **Water Purifier System.**
- **Wall Tiling** up to 2 Feet ht above Kitchen platform of Pavit/motto/nitco/somany/morbi.
- **Ample Power Points** for Kitchen appliances like Microwave and Refrigerator
- **Exhaust Fan** Provision

Flooring & Painting

24" x 24" Vitrified flooring in entire apartment of Cengress / Vermora /Nitco /Opal Vitrified Tiles /Pavit/Asian/simpola/RAK

- **Glazed tile Dado** in all Toilet Walls up to 7 Feet ht of Vermora/Bajaj/Pavit/motto/nitco/somany/morbi.
- **12" x 12" Anti-skid Flooring** in Terrace, Dry terrace and Toilets.
- Superior **Oil Bond Distemper paint** in all rooms of Dulux/ Asian/Nerolac/ Jotun
- **External Cement Paint** of Dulux/ Asian/Nerolac/ Jotun

Electrification

- **Shock Proof** Concealed electrification.

- **Fire-retardant** Good quality Copper wiring of reputed make **Poly Cab / Precision / Diamond / Prestoplast**
- **Modular switches** with colour switch plates to suit the ambience of the room of **Legrand / Vinay / Anchor**.
- **Cable T.V. & Tel points** in Living & Bedrooms.
- **AC Point Provision** in all Bedrooms.
- **Exhaust fan** provision in **Kitchen** and all **Toilets**

Bathrooms & Accessories

- **'Pressure tested'** Concealed rust-free (UPVC) plumbing for long life of Astral / Prince / Finolex / Supreme.
- **Double coat water proofing** with chemical treatment to all toilets and terraces
- **Attractive Chrome Plated** (CP) Bathroom fittings of Jaguar/ Cera/ Hindware/Roca/Plumber.
- **Wash Basin and** Premium sanitary fittings of Wash Basin, EWC/ Cera/ Hindware/Parryware/ Vermora.
- **Glazed** Wall tiles up to 7 feet ht.of Vermora/Bajaj Vermora/Pavit/motto/nitco/ somany/morbi.
- **Cockroach Preventive** Traps

Doors & Windows

- **Wooden** Door Frame with Wooden Flush Door of Eureka/pluspoint/ACME.
- **Premium quality Door Fixtures** & Door Fittings of Europa,Plus Point, Vrushabh /ACME
- **Door Frames with Flush shutters** for all internal doors of Eureka /Maxon/Kalpaturu.
- **Aluminum windows** with **Mosquito mesh** having Superior Quality Powder Coating of Jindal Make
- **Natural Stone** window sill to all windows.
- M.S. Safety **Window Grills with attractive oil pain**

Kiran Kothadiya, Advocate
Shree Amey Apartments, 1187/37, Shivaji Nagar, Pune:
411005

Date:16.12.2015

Under instructions from RAJ HERAMB PROPERTIES, a proprietary concern of PRAVIN VISHWANTH PATIL, (PAN AAXPP9197Q), aged about 47 years, having its office at Row House No.3, Raj Vimal Terraces, Plot No.28, RamNagar Colony, NDA Road, Bawdhan Khurd, Pune : 411 021.I have investigated title to all that of all those pieces of land (i) Survey No.276, Hissa No.1, admeasuring "Hectare 0.33.3 Ares", (ii) Survey No.276, Hissa No.2, admeasuring "Hectare 0.33 Ares", (iii) a portion admeasuring "Hectare 0.56 Ares" lying on north of Survey No.277, Hissa No.1, (iv) Survey No.277, Hissa No.2, admeasuring "Hectare 0.69 Ares", (v) Survey No.278, Hissa No.2, admeasuring "Hectare 0.55 Ares", and (vi) Survey No.275, admeasuring "Hectare 0.69.3 Are", assessed at Rs.4.37 village Bavdhan Budruk of Taluka Mulshi, District Pune, within the limits of Registration District of Pune, Sub-Registration Taluka Mulshi/Haveli, Pune, and furnished Title Report dated 29.12.2004 and supplements thereto dated 16.07.2008, 04.07.2011, 14.07.2011, 21.08.2012 and 16.12.2015 (the said "**Land**").

As traced in the said Title Report, this is to certify that,

- (a) the said Land is owned by the said Owner; Pravin Vishwanath Patil; sole proprietor of RajHeramb Properties,
- (b) subject to charge of unpaid purchase money, the said Land is free from encumbrance and is marketable,

Advocate
Kiran Kothadiya

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

Pravin Vishwanath Patil (Proprietor, RajHeramb Properties) (Promoter)		
Photograph	LHTI	Signature

----- (Allottee)		
Photograph	LHTI	Signature

----- (Allottee)		
Photograph	LHTI	Signature

Witnesses	Signatures

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