

AGREEMENT

This Agreement is made and entered into at Pune on this ____ day of the month of _____ in the year 2025.

BETWEEN

D & T PROPERTIES UNIT-4

A registered Partnership Firm

Registered under Indian Partnership Act, 1932

PAN – AAUFD6866H

Having its registered Office at: 101 & 102, First Floor,
Dhutpapeswar, Mrutyunjay CHSL, Plot No.2,
Mayur Colony, Kothrud, Pune 411038.

Through its Partner

ABHISHEK PRASAD DESHPANDE

Age: 35 years, Occupation: Business,

Address: E-501, Vatsalya Nagari,

Near Guruganesh Nagar, Kothrud, Pune 411038.

Hereinafter referred to as “**THE PROMOTER/DEVELOPER**” (which expression unless repugnant to the context or meaning thereof shall mean and include the said Partnership Firm, all its partners jointly and severally, representatives and their respective heirs, survivors, administrators, executors and permitted assigns etc.) ... **THE PARTY OF THE FIRST PART**

AND

1. _____
Age: ____ years, Occupation: _____,
PAN – _____
2. _____
Age: ____ years, Occupation: _____,
PAN – _____
Both R/at: _____

Hereinafter referred to as “**THE PURCHASERS/ALLOTTEES**” (which expression unless repugnant to the context or meaning thereof shall mean and include their respective heirs, executors, representatives, administrators and permitted assigns etc.) ... **THE PARTY OF THE SECOND PART**

AND

STATE BANK STAFF SHIVNERI CO-OPERATIVE HOUSING SOCIETY LIMITED

A Co-operative Society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 registered under Registration No.PNA/PNA(1)/HSG/(TC)/3699/1996-97 dated 04/11/1996 having its Office at: Survey No.115, Hissa No.4 + 5/2, CTS No.1124, Paud Road, Kothrud, Pune 411038.

PAN – AAAS0887L

Represented by its duly Authorised Office Bearers/Signatories

1. DEEPAK SHASHIKANT HIWALE (CHAIRMAN)

Age: 67 years, Occupation: Retired,
R/at: Flat No.1, Building No.C, State Bank Staff Shivneri CHSL,
Survey No.115/4 + 5/2, CTS No.1124, Paud Road, Kothrud, Pune 411038.

2. MANDAR GOURISH GOKARN (SECRETARY)

Age: 49 years, Occupation: Service,
Residing at: Flat No.2, Building No.A, State Bank Staff Shivneri CHSL,
Survey No.115/4 + 5/2, CTS No.1124, Paud Road, Kothrud, Pune 411038.

Sr. Nos.1 and 2 through their Constituted Attorney Holder

D & T PROPERTIES UNIT-4

A registered Partnership Firm

Through its Partner

ABHISHEK PRASAD DESHPANDE

(As per registered General Power of Attorney dated 27/01/2024 is duly registered in the Office of the Sub-Registrar Haveli No.23, Pune at Serial No.2177/2024 on 27/01/2024)

Hereinafter referred to as “**THE OWNERS/CONSENTING PARTIES NO.1**” (which expression unless repugnant to the context or meaning thereof shall mean and include their respective heirs, executors, representatives, administrators and permitted assigns etc.) ... **THE PARTY OF THE THIRD PART**

AND

STATE BANK STAFF TORANA CO-OPERATIVE HOUSING SOCIETY LIMITED

A Co-operative Society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 registered under Registration No.PNA/PNA(1)/HSG/TC/3700/1996-97 dated 04/11/1996 having its registered Office at: Survey No.115, Hissa No.4 + 5/2, CTS No.1124, Paud Road, Kothrud, Pune 411038.

PAN – AATAS0920K

Represented by its duly Authorised Office Bearers/Signatories

1. RAJARAM AMBAR PANCHAL (CHAIRMAN)

Age: 69 years, Occupation: Retired Government Officer,
R/at: Flat No.3, Building No.E, State Bank Staff Torana CHSL,
Survey No.115/4 + 5/2, CTS No.1124, Paud Road, Kothrud, Pune 411038.

2. SUDHIR CHANDRAKANT PHULE (SECRETARY)

Age: 67 years, Occupation: Private Service,
R/at: Flat No.9, Building No.G, State Bank Staff Torana CHSL,
Survey No.115/4 + 5/2, CTS No.1124, Paud Road, Kothrud, Pune 411038.

Sr. Nos.1 and 2 through their Constituted Attorney Holder

D & T PROPERTIES UNIT-4

A registered Partnership Firm

Through its Partner

ABHISHEK PRASAD DESHPANDE

(As per registered General Power of Attorney dated 27/01/2024 is duly registered in the Office of the Sub-Registrar Haveli No.23, Pune at Serial No.2175/2024 on 27/01/2024)

Hereinafter referred to as **"THE OWNERS/CONSENTING PARTIES NO.2"** (which expression unless repugnant to the context or meaning thereof shall mean and include their respective heirs, executors, representatives, administrators and permitted assigns etc.) ... **THE PARTY OF THE FOURTH PART**

WHEREAS all that piece and parcel of the Land bearing Survey No.115/4 + 115/5/2, CTS No.1124 area admeasuring 3496.75 sq. mtrs. lying, being and situated at Village Kothrud, Taluka Haveli, District Pune within the limits of Pune Municipal Corporation and under registration jurisdiction of the Registration Sub-District Taluka Haveli and Registration District Pune (hereinafter referred as **"the said Project Land"** for the sake of brevity).

AND WHEREAS the Consenting Parties herein are the absolute Owners of and otherwise well and sufficiently entitled to all that piece and parcel of well-defined and demarcated Land bearing Survey No.115/4 + 115/5/2, CTS No.1124 area admeasuring 3496.75 sq. mtrs. lying, being and situated at Village Kothrud, Taluka Haveli, District Pune (hereinafter referred to as **"the said Project Land"**) and more particularly described in the First Schedule written hereunder.

(A) AND WHEREAS THE TITLE OF THE OWNERS/CONSENTING PARTIES NO.1 AND THE RIGHTS OF THE PROMOTER TO THE SAID PROJECT LAND ARE DETAILED HEREUNDER:

- 1)** Property bearing Survey No.115/4 + 115/5/2, CTS No.1124 admeasuring area 1647.564 sq. mtrs. lying, being and situated at Village Kothrud, Tal. Haveli, Dist. Pune which is more particularly described in the First Schedule (i) written hereunder and hereinafter referred to as "the said Plot" for the sake of brevity is owned occupied and held by the Owner Society i.e. State Bank Staff Shivneri Co-operative Housing Society Limited herein as an absolute Owner thereof more

particularly described in the First Schedule (ii) written hereunder is vested in the ownership of the Owners/Consenting Parties No.1.

- 2) That the said Property bearing Survey No.115, Hissa No.4 situated at Village Kothrud, Pune was originally owned by Sonabai Maruti Hanamghar and Shevantabai Ganapat Hanamghar.
- 3) That Sonabai Maruti Hanamghar and Shevantabai Ganapat Hanamghar executed Development Agreement and Power of Attorney dated 03/12/1987 in respect of the said Plot in favor of M/s. Sai Builders.
- 4) That the Land bearing Survey No.115, Hissa No.5/2, CTS No.1124 admeasuring about 1200 sq. mtrs. i.e. 12,916.80 sq. ft. situated at Village Kothrud, Tal. Haveli, Dist. Pune was originally owned by Subhadra Subhanrao Muluk. That, Subhadra Subhanrao Muluk executed a Development Agreement and a Power of Attorney dated 19/09/1991 in respect of the said Plot in favour of Suresh Raghunath Ghangale and by an Order No.ULC/WSHS-20/B-331/92. The competent Authority under Urban Land (Ceiling and Regulation) Act, 1976 has permitted Subhadrabai Subhanrao Muluk to hold the said Plot for construction of Flats subject to the terms and conditions mentioned therein.
- 5) That M/s. Sai Builders entered into an Agreement on 07/07/1991 with Suresh Raghunath Ghangale, Prakash Vishnu Gurav and Sudhakar Vasant Patkar for development of Land by constructing Housing Complex thereon and therefore assigned all rights of development, construction and sale on the said Land bearing Survey No.115, Hissa No.4 to which it had acquired from original Owners.
- 6) That, under an Order dated 03/11/1987 issued by Additional Collector and Competent Authority of Pune Urban Agglomeration, Pune under Case No.PUN-1087/186/XIV, the said Developer i.e. Suresh Raghunath Ghangale, Prakash Vishnu Gurav and Sudhakar Vasant Patkar were allowed to develop the said Land of Survey No.115, Hissa No.4 on certain conditions set out in the said Order.
- 7) The Chief Promoter got the layout and Plans sanctioned vide Commencement Certificate No.701 dated 04/10/1991, 726 dated 17/12/1991, Commencement Certificate No.3596 dated 03/06/1992 and DPO/604/III/335 dated 05/08/1992, 2030 dated 06/10/1992 and lastly revised under Sanction No.623 dated 12/10/1994 from Pune Municipal Corporation by amalgamating both the Lands bearing Survey No.115/4 and 115/5/2 totally area admeasuring about 4300 sq. mtrs. and got sanctioned layout of usable/buildable Land admeasuring 3496.75 sq. mtrs. (hereinafter referred to as "Entire Land" and more particularly described in the First Schedule (i) hereunder written) sanctioned after deduction of area affected under Road Widening admeasuring 803.25 sq. mtrs. and got

sanctioned of 8 Wings/Buildings Nos. A, B, C, D, E, F, G and H consisting total 77 residential Flats/Units.

- 8) That, in the capacity of a Chief Promoter, Suresh R. Ghangale carried out the development work on the said Plot and obtained Non-Agricultural permission from the Additional Collector Pune vide NA Order vide No.PRH/ NA/SR/585/91 dated 19/12/1991 for area admeasuring 2000 sq. mtrs. of Survey No.115/4, NA Order vide No.PRH/NA/SR/377/92 dated 14/08/1992 for area admeasuring 659 sq. mtrs of Survey No.115, Hissa No.4 and NA Order vide No.PRH/NA/SR/ 620/III/92 dated 27/11/1992 for area admeasuring 832 sq. mtrs. for Survey No.115/5/2.
- 9) That the Chief Promoter got the plans sanctioned vide Commencement Certificate No.726 dated 17/12/1991 and Revised Commencement Certificate No.845 dated 02/09/1993 from the Pune Municipal Corporation.
- 10) That, after completion of the construction of the Buildings Nos. A, B, C and D, the Occupancy Certificate No.1158 dated 05/11/1993 was obtained by the Chief Promoter from Pune Municipal Corporation.
- 11) That the Building Nos.A, B, C & D called as "State Bank Staff Shivneri Co-operative Housing Society Ltd." on the said Land as per sanctioned plan by Pune Municipal Corporation on the said Property consisting 32 residential Flats which have been sold to various Purchasers by different Agreements, thereby formed and registered a Co-operative Housing Society which is registered under Registration No.PNA/PNA(1)/HSG/(TC)/3699/1996-97 dated 04/11/1996 as per the provisions of the Maharashtra Co-operative Societies Act, 1960.
- 12) That the Building Nos.E, F, G and H called as "State Bank Staff Torana Co-operative Housing Society Ltd." i.e. the Consenting Party herein on the said Land as per sanctioned plan by Pune Municipal Corporation on the said Property consisting 45 residential Flats which have also been sold to various Purchasers by different Agreements and thereby formed and registered a Co-operative Housing Society which is registered under Registration No.PNA/PNA(1)/HSG/TC/3700/ 1996-97 dated 04/11/1996 as per the provisions of the Maharashtra Co-operative Societies Act, 1960.
- 13) In the circumstances State Bank Staff Shivneri Co-operative Housing Society Ltd. have come to be absolutely seized and possessed of or otherwise well and sufficiently entitled to the captioned land more particularly described in the First Schedule (ii) written hereunder.
- (B) **AND WHEREAS THE TITLE OF THE OWNERS/CONSENTING PARTIES NO.2 AND THE RIGHTS OF THE PROMOTER TO THE SAID PROJECT LAND ARE DETAILED HEREUNDER:**

- 1) Property bearing Survey No.115/4 + 115/5/2, CTS No.1124 admeasuring area 1859.186 sq. mtrs. lying, being and situated at Village Kothrud, Tal. Haveli, Dist. Pune which is more particularly described in the First Schedule written hereunder and hereinafter referred to as "the said Plot" for the sake of brevity is owned occupied and held by the Owner Society herein as an absolute Owner thereof more particularly described in the First Schedule (iii) written hereunder is vested in the ownership of the Owners/Consenting Parties No.2.
- 2) That the said Property bearing Survey No.115, Hissa No.4 situated at Village Kothrud, Tal. Haveli, Dist. Pune was originally owned by Sonabai Maruti Hanamghar and Shevantabai Ganapat Hanamghar. That, Sonabai Maruti Hanamghar and Shevantabai Ganapat Hanamghar executed Development Agreement and Power of Attorney dated 03/12/1987 in respect of the said Plot in favor of M/s. Sai Builders.
- 3) That the said Land bearing Survey No.115, Hissa No.5/2, CTS No.1124 admeasuring about 1200 sq. mtrs. i.e. 12,916.80 sq. ft. situated at Village Kothrud, Tal. Haveli, Dist. Pune was originally owned by Subhadrabai Subhanrao Muluk. That Subhadrabai Subhanrao Muluk executed a Development Agreement and a Power of Attorney dated 19/09/1991 in respect of the said Plot in favor of Suresh Raghunath Ghangale and by an Order No.ULC/WSHS-20/B331/92 the Competent Authority under Urban Land (Ceiling and Regulation) Act, 1976 has permitted Subhadrabai Subhanrao Muluk to hold the said Plot for construction of Flats subject to the terms and conditions mentioned therein.
- 4) That M/s. Sai Builders entered into an Agreement on 07/07/1991 with Suresh Raghunath Ghangale, Prakash Vishnu Gurav and Sudhakar Vasant Patkar for development of land by constructing Housing Complexes thereon and therefore assigned all rights of development, construction and sale on the said Land bearing Survey No.115, Hissa No.4 to which it had acquired from original Owners.
- 5) That, under an Order dated 03/11/1987 issued by Additional Collector and Competent Authority of Pune Urban Agglomeration, Pune under Case No.PUN-1087/186/XIV, the said Developer i.e. Suresh Raghunath Ghangale, Prakash Vishnu Gurav and Sudhakar Vasant Patkar were allowed to develop the said land of Survey No.115, Hissa No.4 on certain conditions set out in the said Order.
- 6) That the Chief Promoter got the layout and plans sanctioned vide Commencement Certificate No.701 dated 04/10/1991, 726 dated 17/12/1991, Commencement Certificate No.3596 dated 03/06/1992 and DPO/604/III/335 dated 05/08/1992, 2030 dated 06/10/1992, 3159 dated 26/06/1994 and lastly revised under Sanction No.623 dated 12/10/1994 from the Pune Municipal

Corporation by amalgamating both the Lands bearing Survey No.115/4 and 115/5/2 totally area admeasuring about 4300 sq. mtrs. and got sanctioned layout of usable/buildable Land admeasuring 3496.75 sq. mtrs. (hereinafter referred to as "Entire Land" and more particularly described in Schedule I hereunder written) sanctioned after deduction of area affected under Road Widening admeasuring 803.25 sq. mtrs. and also got sanction of 8 Wings/ Buildings Nos. A to H having total 77 residential Flats/Units.

- 7)** Accordingly, in the capacity of a Chief Promoter i.e. Suresh R. Ghangale carried out the development work on the said Plot and obtained Non-Agricultural Permission from the Additional Collector Pune vide NA Order No.PRH/NA/SR/585/91 dated 19/12/1991 for 2000 sq. mtrs. of Survey No.115/4, NA Order No. PRH/ NA/SR/377/92 dated 14/08/1992 for 659 sq. mtrs. of Survey No.115, Hissa No.4 and N.A. Order No.PRH/NA/SR/620/III/92 dated 27/11/1992 for 832 sq. mtrs. for Survey No.115/5/2.
- 8)** That, after completion of the construction of the building Nos. E, F, G and H the Chief Promoter obtained Completion Certificate from Municipal Corporation bearing No.0843 dated 08/09/1994.
- 9)** And the Chief Promoter constructed Buildings Nos. E, F, G and H called as "State Bank Staff Torana" on the said Land as per sanctioned plan by the Pune Municipal Corporation, consisting 45 residential Flats which have been sold to various Purchasers by different Agreements and thereby formed and registered a Co-operative Housing Society which is registered under Registration No. PNA/PNA(1)/HSG/TC/3700/1996-97 dated 04/11/1996 as per the provisions of the Maharashtra Co-operative Societies Act, 1960.
- 10)** That, the Building Nos. E, F, G and H called as "State Bank Staff Torana Co-operative Housing Society Ltd." on the said Land as per sanctioned plan by the Pune Municipal Corporation on the said Property consisting 45 residential Flats which have been sold to various purchasers by different agreements and thereby formed and registered a Co-operative Housing Society which is registered under Registration No.PNA/PNA(1)/HSG/(TC)/3700/1996-97 dated 04/11/1996 as per the provisions of the Maharashtra Co-operative Societies Act, 1960 ('the Party of the First Part herein) and also the said Consenting Party has proportionate undivided share in the said Entire Land bearing Survey No.115, Hissa No.4 and Survey No.115, Hissa No.5/2, CTS No.1124 at Kothrud, Pune totally admeasuring 3496.75 sq. mtrs.
- 11)** Accordingly, the Chief Promoter i.e. M/s. Sai Builders and the original Owners i.e. Shevantabai Ganapat Hanamghar, Sonabai Maruti Hanamghar and Subhadrabai Subhanrao Muluk through their Power of Attorney Holder Suresh Raghunath Ghangale had executed and registered a Final Conveyance in favour of "State

Bank Staff Torana Co-operative Housing Society Limited” and its Members on 04/08/2017 thereby transferring all their ownership rights in the said Property. The said Final Conveyance is registered in the Office of Sub-Registered Haveli No.13 at Serial No.7463/2017 on 04/08/2017.

- 12)** In the circumstances State Bank Staff Torana Co-operative Housing Society Ltd. have come to be absolutely seized and possessed of or otherwise well and sufficiently entitled to the captioned land more particularly described in the First Schedule (iii) written hereunder.

AND WHEREAS, by Development Agreement dated 27/01/2024, the said State Bank Staff Shivneri Co-operative Housing Society Ltd. represented by its Authorised Office Bearers/Signatories 1. Deepak Shashikant Hiwale (Chairman) and 2. Mandar Gaurish Gokarn (Secretary) with the consent of State Bank Staff Torana Co-operative Housing Society Ltd. represented by its Authorised Office Bearers/Signatories 1. Rajaram Ambar Panchal (Chairman) and 2. Sudhir Chandrakant Phule (Secretary) granted development rights and empowered the Developer i.e. D & T Properties Unit-4 a registered Partnership Firm through its Partners 1. Abhishek Prasad Deshpande, 2. Karan Deepak Tambe, 3. Anshu Wadhwani to implement Ownership Flat Scheme on the Land bearing Survey No.115/4 and Survey No.115/5/2, CTS No.1124 area admeasuring 1647.564 sq. mtrs. situated at Village Kothrud, Tal. Haveli, Dist. Pune and further allowed the Developer i.e. D & T Properties Unit-4 a registered Partnership Firm through its Partners 1. Abhishek Prasad Deshpande, 2. Karan Deepak Tambe, 3. Anshu Wadhwani to dispose of the Flats/Apartments/Tenements/Units to the prospective Purchasers and receive and appropriate consideration thereof. The said Development Agreement dated 27/01/2024 is duly registered in the Office of Sub-Registrar Haveli No.23 at Serial No.2176/2024 on 27/01/2024.

AND WHEREAS as a part of and consequence of the aforesaid Development Agreement dated 27/01/2024 the said State Bank Staff Shivneri Co-operative Housing Society Ltd. represented by its Authorised Office Bearers/Signatories 1. Deepak Shashikant Hiwale (Chairman) and 2. Mandar Gaurish Gokarn (Secretary) appointed the Developer i.e. D & T Properties Unit-4 a registered Partnership Firm through its Partners 1. Abhishek Prasad Deshpande, 2. Karan Deepak Tambe, 3. Anshu Wadhwani as constituted Attorney for and on behalf of and in the name of said State Bank Staff Shivneri Co-operative Housing Society Ltd. represented by its Authorised Office Bearers/Signatories 1. Deepak Shashikant Hiwale (Chairman) and 2. Mandar Gaurish Gokarn (Secretary) for performing and executing various acts, deeds, and things in respect of the Land bearing Survey No.115/4 and Survey No.115/5/2, CTS No.1124 area admeasuring 1647.564 sq. mtrs. situated at Village Kothrud, Tal. Haveli, Dist. Pune. The said General Power of Attorney dated 27/01/2024 is duly registered in the Office of Sub-Registrar Haveli No.23 at Serial No.2177/2024 on 27/01/2024.

AND WHEREAS, by Development Agreement dated 27/01/2024 the said State Bank Staff Torana Co-operative Housing Society Ltd. represented by its Authorised Office Bearers/Signatories 1. Rajaram Ambar Panchal (Chairman) and 2. Sudhir Chandrakant Phule (Secretary) with the consent of State Bank Staff Shivneri Co-operative Housing Society Ltd. represented by its Authorised Office Bearers/Signatories 1. Deepak Shashikant Hiwale (Chairman) and 2. Mandar Gaurish Gokarn (Secretary) granted development rights and empowered the Developer i.e. D & T Properties Unit-4 a registered Partnership Firm through its Partners 1. Abhishek Prasad Deshpande, 2. Karan Deepak Tambe, 3. Anshu Wadhwani to implement Ownership Flat Scheme on the Land bearing Survey No.115/4 and Survey No.115/5/2, CTS No.1124 area admeasuring 1849.186 sq. mtrs. situated at Village Kothrud, Tal. Haveli, Dist. Pune and further allowed the Developer i.e. D & T Properties Unit-4 a registered Partnership Firm through its Partners 1. Abhishek Prasad Deshpande, 2. Karan Deepak Tambe, 3. Anshu Wadhwani to dispose of the Flats/Apartments/Tenements/Units to the prospective Purchasers and receive and appropriate consideration thereof. The said Development Agreement dated 27/01/2024 is duly registered in the Office of Sub-Registrar Haveli No.23 at Serial No.2174/2024 on 27/01/2024.

AND WHEREAS, as a part of and consequence of the aforesaid Development Agreement dated 27/01/2024 the said State Bank Staff Torana Co-operative Housing Society Ltd. represented by its Authorised Office Bearers/Signatories 1. Rajaram Ambar Panchal (Chairman) and 2. Sudhir Chandrakant Phule (Secretary) appointed the Developer i.e. D & T Properties Unit-4 a registered Partnership Firm through its Partners 1. Abhishek Prasad Deshpande, 2. Karan Deepak Tambe, 3. Anshu Wadhwani as constituted Attorney for and on behalf of and in the name of said State Bank Staff Shivneri Co-operative Housing Society Ltd. represented by its Authorised Office Bearers/Signatories 1. Rajaram Ambar Panchal (Chairman) and 2. Sudhir Chandrakant Phule (Secretary) for performing and executing various acts, deeds, and things in respect of the Land bearing Survey No.115/4 and Survey No.115/5/2, CTS No.1124 area admeasuring 1849.186 sq. mtrs. situated at Village Kothrud, Tal. Haveli, Dist. Pune. The said General Power of Attorney dated 27/01/2024 is duly registered in the Office of Sub-Registrar Haveli No.23 at Serial No.2175/2024 on 27/01/2024.

AND WHEREAS, in view of the aforesaid recital, the Promoter has become entitled to develop the said Project Land and the Promoter is in possession of the Project Land. The Promoter alone have the sole and exclusive right and authority to carry out development of the said Property and to carry out acts such as to advertise the development scheme, commence, carry on and complete the development scheme, execute Agreement/s with prospective Purchasers, accept consideration from them, pass valid receipts, present the said Agreement/s with the proper registration office, admit execution thereof and complete entire registration procedure form Society/ Association of the Purchasers of the Apartment in the proposed sanction Apartments constructed on Building/s of the said Property.

AND WHEREAS the Promoter i.e. D & T Properties Unit-4 a registered Partnership Firm through its Partners 1. Abhishek Prasad Deshpande and 2. Karan Deepak Tambe have entered into a standard Agreement with Architect namely Archmaze Associates through Sahil J. Khinvasara registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The Promoter has appointed Structural Engineer Ajay Bhilare for the preparation of the structural design and drawings of the buildings and the Promoter accept the professional supervision of the Architect and the Structural Engineer till the completion of the building.

AND WHEREAS the Promoter i.e. D & T Properties Unit-4 a registered Partnership Firm through its Partners 1. Abhishek Prasad Deshpande and 2. Karan Deepak Tambe through their Architect has prepared and submitted a plan for the approval of Pune Municipal Corporation and Pune Municipal Corporation has approved the Building Plans vide Commencement Certificate bearing No.CC/0955/24 dated 11/07/2024 in respect of the construction of Building/s on the said Project Land which are annexed herein under at "Annexure B".

AND WHEREAS the Promoter hereby specifically informs the Allottee/s as follows:

- (i) Any covenants affecting the said property: There are no covenants affecting the said Project Land.
- (ii) Any impediments attached to the said property: There are no impediments attached to the said Project Land.
- (iii) Number and Area occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property: There are no tenants in the said Project Land.
- (iv) Details of illegal encroachment on the said property: There is no encroachment on the said Project Land.
- (v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained: The N.A. permission has been obtained from the Revenue Authority and particulars thereof are stated hereinabove.
- (vi) Details of mortgage or lien or charge on the said property: There is no mortgage on the said Project Land.

AND WHEREAS the Promoter is entitled and enjoined upon to construct building 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 proposed to construct on the Project Land the Building/Project known as **“Shivtoran Co-operative Housing Society Ltd.”** consisting of 66 Residential Apartments on the First Floor to Sixth Floor of the Wing ‘A’ and on the First Floor to Fifth Floor of the Wing ‘B’ in the Building which shall be constructed on an area of Project Land admeasuring 3496.75 sq. mtrs.

AND WHEREAS the Allottee/s is/are offered an **Apartment bearing No._____ on the _____ Floor** (hereinafter referred to as **“the said Apartment”**) in Wing ‘A’/Wing ‘B’ in the Building of the Project known as **“Shivtoran Co-operative Housing Society Ltd.”** (hereinafter referred to as **“the said Building”**) being constructed by the Promoter.

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 registered the Project under the provisions of the Act with the Real Estate Regulatory Authority vide Registration No._____ authenticated copy is attached in Annexure ‘E’.

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

AND WHEREAS, by virtue of Development Agreement and Power of Attorney, the Promoter has sole and exclusive right to sell the Apartments in the said building to be constructed by the Promoter on the Project Land and to enter into Agreement/s with the Allottee/s of the Apartment 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 namely Archmaze Associates through Sahil J. Khinvasara 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 there under.

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 Apartments 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 and marked as Annexure ‘C-1’.

AND WHEREAS the authenticated copies of the plans of the Layout as approved 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 and marked as Annexure 'C-2'.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s as sanctioned and approved by the concerned Local Authority, have been annexed and marked as Annexure 'D'.

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, the 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 shall be granted by the concerned Local Authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said Building in accordance with the said proposed plans.

AND WHEREAS the Allottee/s has/have applied to the Promoter for allotment of an **Apartment No. ____** on the _____ **Floor** in Wing 'A'/Wing 'B' in the Building of the said Project known as **"Shivtoran Co-operative Housing Society Ltd."**

AND WHEREAS the total Carpet area of the said **Apartment is _____ sq. mtrs.** and "carpet area" means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment.

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/have paid to the Promoter a sum of **Rs. _____ /- (Rupees _____ Only)** being part payment of the sale consideration of the Apartment 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/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 with the Real Estate Regulatory Authority vide Registration No._____.

AND WHEREAS under section 13 of the said Act the Promoter is required to execute a written Agreement of said Apartment with the Allottee/s, 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/s hereby agrees to purchase the Apartment and the covered parking.

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

- 1) The Promoter shall construct Building (Building 'A' and Building 'B') of the Project known as **"Shivtoran Co-operative Housing Society Ltd."** consisting of Ground Floor + First Floor to _____ Floor on the Project Land in accordance with the plans, designs and specifications as approved by the concerned Local Authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government Authorities or due to change in Law.

1(a)

- (i) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s the **Apartment No._____ on the _____ Floor of Carpet area admeasuring _____ sq. mtrs., Open Balcony of an area admeasuring _____ sq. mtrs. and Enclosed Balcony of an area admeasuring _____ mtrs. total Carpet area admeasuring _____ mtrs.** in Wing 'A'/Wing 'B' in the Building of the said Project known as **"Shivtoran Co-operative Housing Society Ltd."** (hereinafter referred to as **"the said Apartment"**) as shown in the Floor plan thereof hereto annexed and marked at Annexures 'C1' and 'C2' for the consideration of **Rs. _____ /- (Rupees _____ Only)** being the proportionate price of the common areas and facilities appurtenant to the Project, 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 Apartment including the proportionate price of the common areas and facilities and covered parking spaces should be shown separately).

- (ii) The Allottee/s hereby agrees to purchase from the Promoter and Promoter hereby agrees to sell to the Allottee/s ____ Covered Parking Space bearing No. _____ area admeasuring ____ sq. mtrs. i.e. ____ sq. ft. ____ having ____ ft. length x ____ ft. breadth x ____ ft. vertical clearance and situated at _____ Basement and/or Stilt and/or Podium being constructed in the layout for the consideration of Rs. _____ /-.

- 1(b) The total aggregate consideration amount for the Apartment is including Garages/Covered Parking Space is thus Rs. _____ /-.

- 1(c) The Allottee/s has/have paid on or before execution of this Agreement a sum of **Rs. _____ /- (Rupees _____ Only)** (not exceeding 10% of the total consideration) as advance payment or applicable fee and hereby agrees to pay to that Promoter the balance amount of **Rs. _____ /- (Rupees _____ Only)** and shall be deposited in RERA Designated Collection Bank Account No. 2402251764170063, AU Small Finance Bank, Kothrud Branch, Pune having its IFC Code AUBL0002517 situated at Showroom No.12, Sarthi Success Square, Karve Road, Kothrud, Pune. In addition to the above bank account, I/we have opened in the same Bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. 2402251764084371 and 2402251764168852 respectively.

The Allottee/s hereby agrees to pay to that, the Promoter the said balance amount in the following manner:

• At the time of booking i.e. before execution of this Agreement.	10%
• To be paid to the Promoter after the execution of Agreement (i.e. not exceeding 30% of the total consideration).	20%
• To be paid to the Promoters on completion of the Plinth of the building or wing in which the said Apartment is located (i.e. not exceeding 45% of the total consideration).	15%
• To be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located (i.e. not exceeding 70% of the total consideration).	25%
• To be paid to the Promoter on completion of the walls,	5%

internal plaster, floorings doors and windows of the said Apartment (i.e. not exceeding 75% of the total consideration).	
To be paid to the Promoter on completion of the sanitary fittings, staircases, lift wells, lobbies up-to the floor level of the said Apartment (i.e. not exceeding 80% of the total consideration).	5%
To be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said Apartment is located (i.e. not exceeding 85% of the total consideration).	5%
To be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of the building or wing in which the said Apartment is located (i.e. not exceeding 95% of the total consideration).	10%
Against and at the time of handing over of the possession of the Apartment to the Allottee/s on or after receipt of Occupancy Certificate or Completion Certificate whichever is earlier.	5%

1(d) The total price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST 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 Apartment.

1(e) 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/s for increase in development charges, cost, or levies imposed by the competent Authorities etc. The Promoter shall enclose the said notification/order/rule/regulation is published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee/s which shall only be applicable on subsequent payments.

- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments @ 9% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal once granted to an Allottee/s by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s 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/s 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/s 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) mentioned hereinabove of this Agreement.
- 1(h) The Allottee/s authorises 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/s undertakes not to object/demand/ direct the Promoter to adjust his payments in any manner.

2)

- 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 Apartment to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2. Time is the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the Association of the Allottees after receiving the occupancy certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment 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 No.1(1-c) mentioned hereinabove ("Payment Plan").

- 3)** The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land is 3496.75 sq. mtrs. only and the Promoter has planned to utilise the Floor Space Index of 22555.77 sq. mtrs. by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various 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 7841.02 sq. mtrs. as proposed to be utilised by him on the Project Land in the said Project and the Allottee/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilising the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only.

4)

- 4.1. If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s for every month of delay, till the handing over of the possession. The Allottee/s 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/s 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 mentioned hereinabove on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned Local Authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoter, at his own option, may terminate this Agreement.

Provided that, the Promoter shall give notice of fifteen days in writing to the Allottee/s by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s of his/her/their 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/s 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/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of 30 (thirty) days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter.

- 5) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or price range (if unbranded) to be provided by the Promoter in the said Building and the Apartment as are set out in Annexure 'E' annexed hereto.
- 6) The Promoter shall give possession of the Apartment to the Allottee/s on or before 31/12/2028. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond his control and of his/her/their agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the Sub-Clause 4.1 mentioned hereinabove from the date the Promoter received the sum till the date the amounts and interest the reinsure repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment 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.

7)

7.1. PROCEDURE FOR TAKING POSSESSION:

The Promoter, upon obtaining the Occupancy Certificate from the Competent Authority and the payment made by the Allottee/s as per the Agreement shall offer in writing the possession of the Apartment to the Allottee/s in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee/s. The Promoter agrees and

undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agrees to pay the maintenance charges as determined by the Promoter or Association of Allottee/s as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the Occupancy Certificate of the Project.

- 7.2. The Allottee/s shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee/s intimating that the said Apartments are ready for use and occupancy.
 - 7.3. Failure of Allottee/s to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per Clause 7.1 mentioned hereinabove, the Allottee/s shall take possession of the Apartment 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 Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in Clause 7.1 mentioned hereinabove such Allottee/s shall continue to be liable to pay maintenance charges as applicable.
 - 7.4. If within a period of 5 (five) years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Apartment or the Building in which the Apartment 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 incase it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
- 8) The Allottee/s shall use the Apartment or any part thereof or permit the same to be used for Residential purpose. He/she shall use the Garage or Parking Space only for purpose of keeping or parking vehicle.
 - 9) The Allottee/s along with other Allottee/s of Apartments in the building shall join in forming and registering the Society or Association of Apartment or a Limited Company to be known by such name as the Promoter may decide 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 of Apartment or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the

Allottee/s, so as to enable the Promoter to register the common organisation of Allottee/s. No objection shall be taken by the Allottee/s 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 Association of Apartment or Registrar of Companies as the case may be or any other Competent Authority.

- 9.1. The Promoter shall within 3 (three) months of registration of the Society or Association of Apartment or Limited Company, as aforesaid, cause to be transferred to the Society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the building in which the said Apartment is situated.
- 9.2. The Promoter shall within 3 (three) months of registration of the Federation/Apex Body of the Societies or Association of Apartment or Limited Company as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lesser/Original Owner/Promoter and/or the Owners in the project land on which the building with multiple wings or buildings are constructed.
- 9.3. Within 15 (fifteen) days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building namely local taxes, betterment charges or such other levies by 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. Until the Society or Association of Apartment or Limited Company is formed and the said structure of the building/s 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)/s share is/are so determined the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs.4,000/- (Rupees Four Thousand Only) per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a Conveyance/Assignment of lease of the structure of the building 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 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.

10) THE ALLOTTEE SHALL, ON OR BEFORE DELIVERY OF POSSESSION OF THE SAID PREMISES, KEEP DEPOSITED WITH THE PROMOTER, THE FOLLOWING AMOUNTS:

- (i) At actual for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.
- (ii) At actual for formation and registration of the Society or Limited Company/Federation/Apex body.
- (iii) At actual for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.
- (iv) At actual for deposit towards water, electric and other utility and services connection charges.
- (v) At actual for deposits of electrical receiving and sub-station provided in layout.

11) The Allottee/s shall pay to the Promoter for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the Promoter in connection with formation of the said Society or Association of Apartment 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.

12) At the time of registration of conveyance or Lease of the structure of the Building or Wing of the Building the Allottee/s shall pay to the Promoter, the Allottee(s)'s share of stamp duty and registration charges payable, by the said Society or Association of Apartment or Limited Company on such Conveyance or Lease or any document or instrument of transfer in respect of the structure of the said Building or Wing of the Building. At the time of registration of Conveyance or Lease of the Project Land, the Allottee/s shall pay to the Promoter, the Allottee(s)'s 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 favor of the Apex Body or Federation.

13) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee/s 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 implement action 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 Search and 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/s is 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 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/s created herein may prejudicially be affected.
- (vii) The Promoter has not entered into any Agreement 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 Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s 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 government all 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.

14) THE ALLOTTEE/S OR HIMSELF/THEMSELVES WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE APARTMENT MAY COME, HEREBY COVENANTS WITH THE PROMOTER AS FOLLOWS:

- (i) To maintain the Apartment at the Allottee(s)'s own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the Local Authorities, if required.
- (ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment 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 lift or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- (iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment 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 Apartment is situated or the Apartment 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 provision, the Allottee/s 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 Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion,

sewers, drains and pipes in the Apartment 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 Apartment 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 Apartment 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 Apartment is situated or any part thereof or whereby any increased premium shall be come 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 Apartment in the compound or any portion of the project land and the building in which the Apartment 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 Apartment 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 Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.
- (ix) 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 Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- (x) The Allottee/s 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 Apartments 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/s 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 Apartment 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 Apartment is situated is executed in favour of Society/Limited Society, the Allottee/s 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 Apartment is situated is executed in favour of Apex Body or Federation, the Allottee/s 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.

- 15)** The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s 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 utilise the amounts only for the purposes for which they have been received.

In case the transaction being executed by this Agreement between the Promoter and the Allottee/s is facilitated by a registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/commission/brokerage to the said registered Real Estate Agent shall be paid by the Promoter/Allottee/s both as the case may be in accordance with the agreed terms of payment.

- 16)** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment 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 herein before 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 Allottee/s who has taken or agreed to take such Apartment.

18) BINDING EFFECT:

Forwarding this Agreement 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/s 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 Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s)'s fails to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee/s 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/s for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Allottee/s, Application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

19) ENTIRE AGREEMENT:

This Agreement along with its schedules and annexure, 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/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 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 Allottee/s has/have to make any payment, in common with other Allottee(s)'s in the 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.

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 authorised signatory at the Promoter's Office or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in after the Agreement is duly executed by the Allottee/s 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/s 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 on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D. and notified E-mail id/under Certificate of Posting at their respective addresses specified below:

- 1. _____
- 2. _____

Both R/at: _____

E-mail id: _____

D & T PROPERTIES UNIT-4

A registered Partnership Firm

Having its registered Office at: 101 & 102, First Floor, Dhutpapeshwar, Mrutyunjay CHSL, Plot No.2, Mayur Colony, Kothrud, Pune 411038.

E-mail id: dandtproperties2@gmail.com

It shall be the duty of the Allottee/s 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/s as the case may be.

28) JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee/s 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 duty and Registration of this Agreement shall be borne by the Allottee/s.

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

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 Pune Courts will have the jurisdiction for this Agreement.

FIRST SCHEDULE ABOVE REFERRED TO

Description of the said Project Land and all other details

- (i) (Description of the Entire Land jointly owned by State Bank Staff Shivneri Co-operative Housing Society Ltd. and State Bank Staff Torana Co-operative Housing Society Ltd. under existing layout)

All that piece and parcel of Plot of Land area admeasuring 1647.564 sq. mtrs. out of area admeasuring 3100 sq. mtrs. as per Property Card record and area admeasuring

1849.186 sq. mtrs. out of area admeasuring 3496.75 sq. mtrs. as per Property Card record. Therefore, total area admeasuring 3496.75 sq. mtrs. out of present CTS No.1124 (corresponding old Survey No.115, Hissa No.4 and Survey No.115, Hissa No.5/2 area admeasuring 4300 sq. mtrs.) under sanctioned layout and joint ownership of State Bank Staff Shivneri Co-operative Housing Society Ltd. and State Bank Staff Torana Co-operative Housing Society Ltd. situated at Village Kothrud, Tal. Haveli, Dist. Pune and within the limits of Pune Municipal Corporation and within the jurisdiction of Registration Sub-District Taluka Haveli and Registration District Pune, and the said Entire Land is bounded as under:

- On and towards East : By remaining area out of CTS No.1124
- On or towards South : By Land of State Bank Staff Vijaygad Co-op. Hsg. Society Ltd. out of CTS No.1124 and CTS No.1123
- On or towards West : By D.P. Road
- On or towards North : By land of State Bank Staff Rajgad Co-op. Hsg. Society Ltd. and the Property of Himalaya Co-op. Hsg. Society Ltd. out of CTS No.1124

Together with availing all benefits, as may be permissible under Development Control Rules pertaining to the road, amenity space and open space as well as all easements, appurtenances, ingress, egress, pathways, incidental, ancillary and consequential rights thereto.

- (ii) (Description of the said Property owned by State Bank Staff Shivneri Co-operative Housing Society Ltd.)

All that piece and parcel proportionate 47.117% undivided share admeasuring 1647.564 sq. mtrs. out of area admeasuring 3100 sq. mtrs. as per Property Card record from CTS No.1124 (corresponding old Survey No.115, Hissa No.4 and Survey No.115, Hissa No.5/2) more particularly described in Schedule I written hereinabove along with old Building Nos. A, B, C and D standing thereon consisting 32 residential Flats in "State Bank Staff Shivneri Co-operative Housing Society Ltd."

- (iii) (Description of the said Property owned by State Bank Staff Torana Co-operative Housing Society Ltd.)

All that piece and parcel proportionate 52.883% undivided share admeasuring 1849.186 sq. mtrs. out of said Entire Property admeasuring 3496.75 sq. mtrs. as per

Property Card record from CTS No.1124 (corresponding old Survey No.115, Hissa No.4 and Survey No.115, Hissa No.5/2) more particularly described in Schedule I written hereinabove along with old Building Nos. E, F, G and H standing thereon consisting 45 residential Flats in “State Bank Staff Torana Co-operative Housing Society Ltd.”

Along with all appurtenances including easements right of way, air and water etc. together with availing all benefits as may be permissible under Development Control Rules pertaining to the road, amenity space and open space as well as all easements, appurtenances, ingress, egress, pathways, incidental, ancillary and consequential rights thereto.

SECOND SCHEDULE ABOVE REFERRED TO

The nature, extent and description of common areas and facilities

(A) Description of the common areas provided:

	Type of Common Areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size of the Common Areas
	Stair Case & Lifts	31/12/2028	31/12/2028	NA

(B) Facilities/amenities provided/to be provided within the building including in the common area of the building:

	Type of Facilities /Amenitiesprovided	Proposed date of Occupancy Certificate	Proposed date of handover to the Society	Size of the Common Areas	FSI Utilised or free of FSI
1.	Contemporary/modern building elevation.	31/12/2028	31/03/2029	NA	Free of FSI
2.	Decorative entrance gate.	31/12/2028	31/03/2029		Free of FSI
3.	Security cabin.	31/12/2028	31/03/2029		Free of FSI
4.	Elegant Landscaping and Tree Plantation.	31/12/2028	31/03/2029	NA	Free of FSI
5.	Electronic security system CCTV surveillance at security gate.	31/12/2028	31/03/2029	NA	Free of FSI
6.	Textured and/or weather proof acrylic exterior paint and OBD/Acrylic color on internal walls.	31/12/2028	31/03/2029	NA	Free of FSI

7.	Adequate External light provision.	31/12/2028	31/03/2029	NA	Free of FSI
8.	Firefighting equipment as per PMC guidelines.	31/12/2028	31/03/2029	NA	Free of FSI
9.	Granite/Marble trade and risers in staircase till top floor.	31/12/2028	31/03/2029		Free of FSI
10.	Vermiculture Pit.	31/12/2028	31/03/2029	NA	Free of FSI
11.	One common toilet will be provided for Watchman, Drivers and Servants.	31/12/2028	31/03/2029		Free of FSI
12.	Auto Pumps for Water Tanks.	31/12/2028	31/03/2029	NA	Free of FSI
13.	Mechanical/Puzzle Parking.	31/12/2028	31/03/2029	NA	Free of FSI
14.	Separate Tanks (underground and overhead) for PMC connection water and bore water.	31/12/2028	31/03/2029		Free of FSI
15.	Charging point for E-vehicles.	31/12/2028	31/03/2029	NA	Free of FSI

(C) Facilities/Amenities provided/to be provided within the Layout and/or common area of the Layout: NIL

	Type of Facilities/Amenities	Phase	Proposed Date of Occupancy Certificate	Proposed Date of handover to the Society	Size of the facilities/amenities	FSI Utilised or free of FSI
1.	None	NA	NA	NA	NA	NA

(D) The size and the location of the facilities/amenities in form of open spaces (RG/PG etc.) provided/to be provide within the Plot and/or within the layout: NIL

	Type of open spaces to be provided	Phase	Size of the open spaces	Proposed date of availability for use	Proposed Date of handover to the Society
1.	None	NA	NA	NA	NA

(E) Detailed and specifications of the Lifts:

	Type of Lift	Total No. of Lifts provided	Carrying capacity (kg)	Speed (mtr./sec.)
1.	Passenger	4	544	1 mtr/Sec
2.	Passenger	2	884	1 mtr/Sec

SCHEDULE ‘A’

DESCRIPTION OF THE SAID APARTMENT

To be constructed upon the said Project Land described in the First Schedule hereinabove as a part in Wing ‘A’ or Wing ‘B’ in the Building of the said Project known as “Shivtoran Co-operative Housing Society Ltd.”

Apartment No.	Apartment Floor	Apartment Carpet Area sq. mtrs.	Open Balcony Area sq. mtrs.	Enclosed Balcony Area sq. mtrs.	Apartment Total Carpet Area sq. mtrs.
-----	-----	-----	-----	-----	-----
Parking					
The Promoter hereby allotted to the Allottee/s ____ Covered Parking situated at _____ Floor bearing No.____ admeasuring ____ sq. mtrs. i.e. _____ sq. ft. ____ length x ____ ft. breadth x _____ ft. vertical clearance.					

SCHEDULE ‘B’

Floor Plan of the Apartment

LIST OF ANNEXURES

ANNEXURE “A”

Title Certificate

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 building and open spaces is proposed to be provided for on the said project land).

ANNEXURE “D”

(Authenticated copies of the plans and specifications of the Apartment/Flat agreed to be purchased by the Allottee/s as approved by the concerned local authority).

ANNEXURE “E”

(Specification and amenities for the Apartment)

INTERNAL AND EXTERNAL SPECIFICATIONS OF THE APARTMENT

RCC	• Earthquake resistant RCC framed structure conforming to relevant is code. • Anti-termite treatment.
Brickwork	• External Walls with 6” Clay Bricks/AAC Blocks. • Internal Walls with 4”/6” Bricks/AAC Blocks with thick chicken mesh for joint sealing.
Plaster	• External Walls - Double Coat sand faced finish with waterproofing compound. • Internal Walls - with Superfine POP/Gypsum Plaster.
Paint	• External – Weatherproof superior acrylic paint (APEX)/Texture paint. • Internal- Premium Oil Bond Distemper paint on walls.
Flooring & Tiling	• Premium Quality Vitrified Tiles (800*800). • 3”skirting flushed to the wall. • Glazed designer dado tiles up to full height. • Anti-Skid Ceramic Flooring (matt finish tiles) in bathroom and private terrace.
Kitchen	• Premium black granite kitchen platform. • Stainless steel sink. • Glazed designer dado tiles up to 2feet height. • Provision for piped gas. • Provision for Exhaust Fan. • Provision for refrigerator and microwave oven.

	• Provision for washing machine. • Dray area. • Providing kitchen trolley. • Provision for water purifier (Aqua Guard) or equivalent.
Windows	• UPVC/Aluminum powder coated 3 track aluminum sliding windows with mosquito net. • Marble/Granite window frame in all windows. • M.S. Safely grills to all windows.
Doors	• Elegant main entrance door with laminated/veneer finish. • Main door with safety lock, night latch, tower bolt, magic eye and door stopper. • Internal doors with plywood frames in laminated finish with exclusive CP door fittings. • Granite door frames for WC and bathroom doors. • Glass railing for balconies.
Bathroom	• Premium quality CP bathroom fixtures (Jaquar) or equivalent. • Premium quality mixtures for all bathrooms. • Concealed Plumbing with high quality CPVC and UPVC Pipes conforming ISI norms. • Superior sanitary ware fittings. • Wall hung commodes. • Glazed designer dado tiles up to lintel level. • Counter basin with granite in master bedroom. • Overhead showers in all bathrooms. • Provision for boiler in all the bedroom toilets. • Provision for boiler in all bedroom toilets. • Provision for Exhaust Fan.
Electrification	• Adequate electrical points along with premium modular switches. • Concealed fire-resistant quality copper wiring. • Provisions for AC in living and Master bedrooms. • Telephone points in living and master bedrooms. • MCB and ELCB (Earth Leakage circuit Breaker) of reputed brand for each Apartment. • Provision for DTH Cable TV points in living room and in Master

	bedroom. 1/3 Phase meter connections to each Flat/Apartment. - Provision for place inverter. - Provision for Wi-Fi connectivity provision in each Flat/Apartment.
External electrification	- Adequate LED lights in staircase, passage and parking. - Separate MSEDCL meter for common amenities.
Plumbing	- Good quality concealed plumbing and drainage system. - Provision for washing machine in dry balcony.
Waterproofing	- Brick bat coba waterproofing for toilets, dry balcony, private terraces and roof terrace. - IPS waterproofing for inner side of the lift room. - Box type waterproofing for lift shaft, basements (if any) and UGWT.
Special provisions for senior citizens	- Special ramp at entrance lobby and parking level for easy movement of wheel chairs, stretchers etc. - Seating arrangements for senior citizens in lobby near lift area at ground level. - Card access entry to main entrance.
Parking	- Chequered tilling/rubber-mould tiles/paving blocks in driveway. - Chequered tilling/rubber-mould tiles in parking below stilts.
Lift	3 Automatic Lifts of reputed brand Lift (OTIS) or equivalent.
Back-up	Generator/UPS Power backup for lift, water pump, staircase and common lights in areas.
Convenience	- Individual letter box with attractive name plate at the entrance lobby on the parking floor. - Stylish Apartment name plate of steel/glass at the entrance of the lobby.
Security system	- CCTV camera at the entrance lobby and each floor. - Electronic security system CCTV surveillance at security gate.
Additional Security	- Wooden/steel safety doors at the main entrance. - Video door phone with intercom facility each Apartment.
Water Supply and Conversation	Solar water system for all bathroom.

	• Rain water harvesting connected to bore-well for eco-friendly water conservation. • Bore well with submersible pump. • Underground and overhead water tank. • Separate compartments for underground water tank for PMC and well water supply. • Solar power grid for common lights and lift.
Fire fighting	• Firefighting system as per PMC norms.

ANNEXURE “F”

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

SCHEDULE ‘E’

PART PAYMENT DETAILS

Received of Rs. _____ /- (Rupees _____ Only) from the within named Purchaser/s on or before execution hereof details below being the amount within expressed to have been paid by them to us towards the agreed sale/purchase price of the said Apartment paid by as under:

Cheque/UPI Transaction/ RTGS/NEFT/IMPS/ Online Transaction No.	Dated	Name of Bank	Amount (In figures)	Amount (in words)
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----	-----	-----	-----	-----
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IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement at Pune in the presence of attesting witness, signing as such on the day first above written.

PHOTOGRAPH	THUMB IMPRESSION	SIGNATURE AND NAMES OF PARTIES
		ABHISHEK PRASAD DESHPANDE Partner of D & T PROPERTIES UNIT-4 and being constituted attorney of the Owners/Consenting Parties Nos.1 and 2 THE PROMOTER/DEVELOPER
		1. _____ THE PURCHASERS/ALLOTTEES
		2. _____ THE PURCHASERS/ALLOTTEES
WITNESS 1 Signature: Name: Address:		WITNESS 2 Signature: Name: Address: