

AGREEMENT

THIS AGREEMENT IS MADE AND EXECUTED AT PUNE ON THIS
..... DAY OF, 2024.

I.

M/S. PANDIT JAVDEKAR ASSOCIATES

A registered partnership firm duly registered under the provision of the Indian Partnership Act, 1932, having its place of Business at “Vijaydurg”, 101 & 102, Final Plot No. 43C, CTS No. 115C, Prabhat Road, Pune 411004

Through its partners

1.MR. RAHUL ARUNKUMAR PANDIT

Age: Adult; Occupation: Business,

PAN: ABYPP1142R

AADHAR CARD NO.: 2714 4853 3727

AND / OR

2.MR. SHIVKUMAR ARVIND JAVDEKAR

Age: Adult; Occupation: Business

PAN: AAVPJ8680N

AADHAR CARD NO. 6650 6797 5982

Having address same as above

Hereinafter referred to as “**PROMOTER**” (Which expression shall unless repugnant to Context or meaning thereof shall mean and include present/future partners of the said firm their respective successors, heirs and assigns)

...PARTY OF THE FIRST PART

AND

II. MR.

Age: Adult, Occupation:

PAN:

AADHAR CARD NO.

Email Address:

Residing at:

Hereinafter referred to or called as “**ALLOTTEE/S/ PURCHASER/S** (which expression unless repugnant to the context or meaning there of shall mean and include the Allottee/s so far and Allottee/s shall not be entitled to assign or transfer his/her/their rights, title and interest under this agreement till the time the obligations under present agreement are fulfilled.)

...PARTY OF THE SECOND PART

AND

III

1. MR. NANDKUMAR JETHMAL KHIVANSARA,

Age: Adult, Occupation- Consultant,

PAN: ABQPK5095A

AADHAR CARD NO.: 8140 2019 6799

Residing at: 1144, Nandvihar Bungalow, Model colony,
Shivajinagar, Pune - 411 016.

2. MR. UDAYKUMAR JETHMAL KHIVANSARA,

Age: Adult, Occupation: Business and Agriculture,

PAN: ABIPK5608F

AADHAR CARD NO.: 8745 4561 4196

Residing at: 1120/5, Uday Bungalow,
Model Colony, Shivajinagar, Pune - 411 016

3. MRS. ARUNA SHARAD MUNOT,

Age: Adult, Occupation- Business and Housewife,

PAN: ADYPM1132G

AADHAR CARD NO.: 3359 9372 7767

Residing at: 53, Sattha colony, Station Road,
Ahmednagar - 414 001.

Through her power of attorney holder -

MR. NANDKUMAR JETHMAL KHIVANSARA

through the hands of their Power of Attorney Holder

1. MR. RAHUL ARUNKUMAR PANDIT

Age: Adult; Occupation: Business, PAN:

ABYPP1142R

AADHAR CARD NO.: 2714 4853 3727

AND / OR

2. MR. SHIVKUMAR ARVIND JAVDEKAR

Age: Adult; Occupation: Business

PAN: AAVPJ8680N

AADHAR CARD NO. 6650 6797 5982

Having address same as above.

Hereinafter referred to or called as **"THE CONSENTING PARTY"**, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns)

... PARTY OF THE THIRD PART

WHEREAS:

1. The Consenting Party is full and absolute owner of the property bearing **Final Plot No. 520**, corresponding **City Survey No. 1144** admeasuring **819.48 Sq. Mtrs. i.e. 8821 Sq. Ft.**, situated at **Bhamburda, Shivajinagar, Taluka Pune City, District Pune** within the limits of Pune Municipal Corporation and Taluka Haveli and within registration Sub-District, Taluka Haveli, District Pune [hereinafter referred to and called as **"Said Property"** and more particularly described in the Schedule First hereunder written].
2.
 - (i) The Title of the Consenting Party and the rights of the Promoters to the said property are detailed hereunder:

- a. The said property was owned and possessed by Mr. Laxman Raghunath Gokhale.
- b. By a Lease Deed dated 30.09.1949, the aforesaid Mr. Laxman Raghunath Gokhale granted a lease in respect of the aforesaid property to and in favour of Mr. Bansilal Ramnath Agarwal for the period of 200 years, with an option to get renewed the said lease. The Lease Deed dated 30.09.1949 is registered in the office of Sub-Registrar Haveli No. 2, Pune at Sr. No. 1359/1949. The name of the said Mr. Bansilal Ramnath Agarwal was entered into City Survey record of the said property as Lessee on 01.11.1949.
- c. From perusal of entries on Property Register Card, it appears that the aforesaid Mr. Laxman Raghunath Gokhale expired on 29.05.1952 leaving behind him legal heirs viz. wife, Smt. Umabai Laxman Gokhale, four sons, Mr. Balkrishna Laxman Gokhale, Mr. Yashwant Laxman Gokhale, Mr. Gopal Laxman Gokhale and Mr. Gajanan Laxman Gokhale and the names of Umabai Laxman Gokhale, Mr. Balkrishna Laxman Gokhale, Mr. Yashwant Laxman Gokhale, Mr. Gopal Laxman Gokhale, Mr. Gajanan Laxman Gokhale and Mr. Purushottam Vinayak Ranade i.e. the executors of the said Will were entered as the holders on the city survey record of the said property on 25/03/1953
- d. Mr. Laxman Raghunath Gokhale expired leaving behind him, his last will and testament dated 22.07.1951 and thereby bequeathed the said property absolutely to one of his sons - Mr. Balkrishna Laxman Gokhale and his name was entered in the holder column of aforesaid property being superior landlord.
- e. By the Sale Deed (*Bechan Patra*) of leasehold rights dated 29.10.1957, the aforesaid Mr. Bansilal Ramnath Agarwal with the consent of Balkrishna

Laxman Gokhale, sold his leasehold rights / interests held under the said Lease Deed dated 30/09/1949 for the balance / remaining period of 192 years to Smt. Jatanbai Jethmal Khivansara. The aforesaid Lease Deed is registered in the office of Sub-Registrar Haveli No. 2, Pune at Sr. No. 1222/1957 and her name was entered on the Property Register Card of the aforesaid property on 25.02.1961.

- f. Smt. Jatanbai Jethmal Khivansara got sanctioned building plans under Commencement Certificate No. 59 dated 12.05.1960 revised under No. 4643 dated 26.08.1983 from Pune Municipal Corporation and completed construction of outhouse, building consisting of flats on the rear side and “Nandvihar” Bungalow on the front side of the said property.
- g. The said Smt. Jatanbai Jethmal Khivansara expired on 05.07.2015 leaving behind her two sons Mr. Nandkumar Jethmal Khivansara and Mr. Udaykumar Jethmal Khivansara and two married daughters Mrs. Aruna Sharad Munot and Mrs. Hemlata Kamlesh Jain as her heirs and legal representatives. During lifetime Smt. Jatanbai Jethmal Khivansara executed her last Will and testament dated 23.12.2008 which is registered in the office of Sub-Registrar Haveli No. 19, Pune at Sr. No. 7212/2008 and thereby bequeathed leasehold rights in respect of Final Plot No. 520 corresponding CTS No. 1144, situated at Shivajinagar (Bhamburda) Pune to and in favour of his two sons Mr. Nandkumar Jethmal Khivansara and Mr. Udaykumar Jethmal Khivansara, in equal proportion and Flat No. 1, 4 and 6 to Mr. Nandkumar Jethmal Khivansara, Flat No. 2, 3 and 7 to 9 to Mr. Udaykumar Jethmal Khivansara and Flat No.5 to her married daughter Mrs. Aruna Sharad Munot.

- h. The aforesaid Mr. Balkrishna Laxman Gokhale expired on 02.01.1998 leaving behind him widow Smt. Leela Balkrishna Gokhale, son Mr. Atul Balkrishna Gokhale and two married daughters Prof. Aneeta Gokhale Benninger and Mrs. Anupama Nikita Oak as his heirs and legal representatives. The names of the aforesaid persons were entered in the Property Register Card of the said property on 01.04.2022 vide Mutation Entry No. 24. The aforesaid Smt. Leela Balkrishna Gokhale expired intestate on 22.02.2021 leaving behind her legal heirs i.e. son Mr. Atul Balkrishna Gokhale and two married daughters Prof. Aneeta Gokhale Benninger and Mrs. Anupama Nikita Oak and since their names were already appearing on the property card, the name of Late Smt. Leela Balkrishna Gokhale was deleted from the Property Register Card vide Mutation Entry No.37. Thus Mr. Atul Balkrishna Gokhale, Prof. Aneeta Gokhale Benninger and Mrs. Anupama Nikita Oak became Owners / Lessors of the said property.
- i. By Deed of Conveyance dated 16.05.2023, registered in the office of Sub-Registrar Haveli No. 13, Pune at Sr. No. 8376/2023 on the same day, Mr. Atul Balkrishna Gokhale, Prof. Aneeta Gokhale Benninger and Mrs. Anupama Nikita Oak absolutely sold, conveyed and transferred their ownership / lessors right in respect of the said property to Mr. Nandkumar Jethmal Khivansara and Mr. Udaykumar Jethmal Khivansara. Mrs. Aruna Sharad Munot has also executed the said Deed of Conveyance and thereby she has confirmed her limited rights in respect of the Flat No. 5 out of the said property and has granted her consent for transfer of ownership in favour of her two brothers.
- j. In the aforesaid Deed of Conveyance dated 16.05.2023 name of Mr. Udaykumar is wrongly mentioned as Mr. Uday and hence the parties thereto have executed Deed of Correction dated 12.06.2023, which is registered dated 26.07.2023 in the office of Sub-Registrar Haveli No. 19, Pune at Sr. No.

14871/2023.

k. Thus Mr. Nandkumar Jethmal Khivansara, Mr. Udaykumar Jethmal Khivansara and Mrs. Aruna Sharad Munot became owners of the said property.

l. The said Mr. Nandkumar Jethmal Khivansara, Mr. Udaykumar Jethmal Khivansara and Mrs. Aruna Sharad Munot by Development Agreement dated 30.11.2023, have entrusted development rights in respect of the said property to and in favour of M/s. Pandit Javdekar Associates, upon the terms and conditions set out in the said agreement, which is registered in the office of Sub-Registrar Haveli No. 15, Pune at Sr.No.23563/2023 on the same day.

m. The aforesaid Mr. Nandkumar Jethmal Khivansara, Mr. Udaykumar Jethmal Khivansara and Mrs. Aruna Sharad Munot have also executed a Power of Attorney dated 30.11.2023, to and in favour of M/s. Pandit Javdekar Associates, which is registered in the office of Sub-Registrar Haveli No. 15, Pune at Sr. No. 23564/2023 on the same day.

n] The following things regarding the title to the said Property are as given below

(i) Any covenants affecting the said property? Ans:- Nil

(ii) Any impediments attached to the said property? Ans:- NIL

(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 ? Ans:- Nil / There are no tenants.

(iv) Details of illegal encroachment on the said property? Ans:-Nil

(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? Ans:- Nil

(vi) Details of mortgage or lien or charge on the said property? Ans:- Nil

(ii) The Promoter herein has commenced the construction on the Said Property in the form of a **residential building** to be known as “**Nandvihar**” [hereinafter for the sake of brevity and convenience be referred to and

called as “**Said Building**”] now comprising of **Parking plus First floor** as per the current sanctioned plans and the Promoter shall revise the building plans so that the said building shall have **Parking plus 6 upper floors** along with common amenities and facilities. [Hereinafter for the sake of brevity and convenience be referred to and called as “**Said Project**”], without affecting location and area of the flats / units allocable to Purchaser/s.

(iii) The Allottee/s is/are offered a **Flat bearing Noon floor** in the building to be constructed and to be called as “**Nandvihar**” being constructed on the Said Property by the said Promoter.

(iv) The Promoter has entered into standard agreement/s with an **Architect Pradeep J Kosumbkar** registered with Council of Architects and as such Agreement is prescribed by the Council of Architects.

(v) The Promoter has registered the Project under the provisions of The Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority vide **MAHARERA Registration Certificate bearing no** and the authenticated copy is annexed as. Annexure.

(vi) The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the Said Building and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Said Building.

(vii) The Promoter has sole and exclusive right to sell the Apartments / Flats / Units in the Said Building to be constructed by the Promoter on the Said Property and to enter into Agreements with the Allottees of the Apartments / Flats / Units and to receive the sale consideration in respect thereof.

(viii) The Allottee/s herein has/have demanded from the Promoter and the Promoter has given inspection to the Allottee/s of all the documents relating to the Said Property and the plans, designs and specifications prepared by the aforesaid Architect of the Promoter and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 read with the Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal, etc.) Rules, 2017 and regulations there under.

(ix) The copy of the plan showing the said property is annexed hereto as **Annexure – “1”**.

(x) The copy of the Certificate of the Title of the Said Property issued by the Advocate of the Promoter herein is annexed hereto as **Annexure – “2”**.

(xi) The copy of Property Extract Card of the said land showing the nature of the title of the Promoters is annexed hereto as **Annexure – “3”**.

(xii) The copy of the Parking Floor Plan showing the allotted parking agreed to be purchased / allotted to the Purchaser/s herein is annexed hereto as **Annexure – “4A”**.

(xiii) The copy of the Floor Plan of the said premises as approved by concerned local authority is annexed hereto as **Annexure– “4B”**.

(xiv) The copy of the Commencement Certificate is annexed hereto as **Annexure – “5”** being sanction to the building/s plans.

(xv) The details of the said premises which is agreed to be purchased by

the Purchaser/s herein are annexed hereto as **Annexure – “6”**.

(xvi) The specifications & Amenities herein are agreed to be provided by the Promoters in the said premises which is agreed to be purchased by the Purchaser/s herein are stated in **Annexure – “7”**.

(xvii) The photo identity of the Promoters and the Purchaser/s is annexed hereto as **Annexure - “8”**.

(xviii) The Power of Attorney of the person/s admitting the registration on behalf of the Promoter and Purchaser/s is annexed hereto as **Annexure - “9”**.

(xix) The MAHARERA Certificate is annexed hereto as **Annexure- “10”** and all other Annexures are also annexed with these presents.

(xx) The Promoter has obtained sanction/approval for construction of the Said Project to the plans, specifications of the Said Project vide **Commencement Certificate No. CC No.CC/1822/23 dated 30.10.2023** and shall obtain balance approval/sanctions from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the Said Building.

(xxi) While sanctioning the said plans, the concerned authority and/or the Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Said Project on the Said Property and upon the due observance and performance of which only the completion or occupancy certificate in respect of the building/s to be constructed on Said Property shall be granted by the concerned local authority. The Promoter has

accordingly commenced construction of the Said Building in accordance with the said proposed plans.

(xxii) The Allottee/s herein has/have applied/requested to the Promoter for allotment of the **Flat No. on Floor** in the Said Project. (herein referred to or called as **“THE SAID PREMISES”**).

(xxiii) The Carpet Area of the Said Premises being the subject matter of this Agreement is defined as “Carpet Area” shall mean the net usable floor area of the Said Premises, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the Said Premises for the exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the Said Premises for the exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Said Premises.

(xxiv) The parties relying on the confirmation, representations and assurances of each other to faithfully abide by the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing and ready to enter in to this Agreement on the terms and conditions appearing hereinafter.

(xxv) Prior to the execution of this Agreement, the Allottee/s has/have paid to the Promoter a sum of **Rs/(Rupees Only)**, being part payment of the sale consideration of the Said Premises agreed to be sold by the Promoter to the Purchaser/s / Allottee/s (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and that the Purchaser/s / Allottee/s has / have agreed to pay to the Promoter, the balance consideration of the

sale consideration in the manner as stated in the payment schedule mentioned below.

(xxvi) Under Section 13 of The Real Estate (Regulation and Development) Act, 2016, the Promoter is required to execute a written Agreement of the Said Premises with the Allottee/s / Purchaser/s, being in fact these presents and also to register the same under the provisions of the Registration Act, 1908.

(xxvii) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter has / have agreed to sell and the Purchaser/s / Allottee/s has / have agreed to purchase the Said Premises and in furtherance of the same, the parties hereto are desirous to reduce in writing, all the terms and conditions of this transaction and hence these presents.

**NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS
UNDER:**

1. The Promoter shall construct the Said Building consisting of **Parking plus Six floors and terrace above (.....) floor** on the Said Property 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 Said Premises 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 / Purchaser/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s / Purchaser/s **Flat No.** having RERA carpet area (inclusive of enclosed balcony) admeasuring about**Sq. Mtrs.**, Balcony admeasuring**Sq. Mtrs.** situated on..... **Floor** in the Building and the Project known as “**Nandvihar**” and which premises alongwith appurtenances is/are more particularly described in the **Annexure “6”** annexed hereto i.e. “**THE SAID PREMISES**”, as shown in the Floor plan there of hereto annexed and marked on **Annexures ‘4B’**, for total lump sum consideration of **Rs...../- (Rupees..... Only)** including the price for the proportionate share in the said land subject to the encumbrances of restricted areas and facilities and also includes the expenses for obtaining electric connection from M.S.E.D.Co or electricity company, expenses for conveyance including share money, expenses for providing genset backup for lifts and common lights and proportionate share in price of the common areas and facilities appurtenant to the said Premises, but excluding all expenses of registration fees, maintenance deposits/charges, VAT, Service Tax, GST or such levies which will have to be paid by the Allottee/s / Purchaser/s to the Promoter or concerned authority separately being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in **Schedule-II** annexed herewith. All the taxes including GST / VAT / Service Tax / any other taxes that may be levied in future all be payable at actual by the Allottee/s / Purchaser/s.
- ii)The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the allottee/s covered **Mechanical / Puzzle Car Parking Space** bearing no. admeasuring **10.00 Sq.**

Mtrs. being constructed in the layout.

1(b) The total aggregate consideration amount for the Said Premises including covered parking spaces is **Rs...../- (Rupees Only).**

1(c) The Allottee/s / Purchaser/s has/have paid on or before execution of this agreement a sum of **Rs./- (Rupees Only)** as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs/- (Rupees Only)** in the following manner:

- (i) Amount of Rs. _____/- (Rs. _____ only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- (ii) Amount of Rs. _____/- (Rs. _____ only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Flat/unit is located.
- (iii) Amount of Rs. _____/- (Rs. _____ only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slab including podiums and stilts of the building or wing in which the said Flat/unit is located.
- (iv) Amount of Rs. _____/- (Rs. _____ only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the wall, internal plaster, floorings, doors and windows of the said Flat/unit.
- (v) Amount of Rs. _____/- (Rs. _____ only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircase, lift, well, lobbies upto the floor level of the said Flat/unit.
- (vi) Amount of Rs. _____/- (Rs. _____ only) (not exceeding 85% of the total consideration) 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 Flat/unit is located.
- (vii) Amount of Rs. _____/- (Rs. _____ only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lift, 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 sale of the building or wing in which the said Flat/unit is located.
- (viii) Balance Amount of Rs. _____/- (Rs. _____ only) against and at the time of handing over of the possession of the Flat/unit to the Allottee on or after receipt of occupancy certificate or completion certificate.

- 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 and Cess or any other similar taxes, Registration Expenses, Local Body Taxes or such taxes or levies 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 Said Premises.
- 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 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 shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Said 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 re calculated 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) of this Agreement.

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

2.1 The Promoter hereby agrees to observe and perform and comply with all the terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by Pune Municipal Corporation or the local authority at the time of sanctioning of the plan/s or anytime thereafter or before handing over possession of the Said Premises to the Allottee/s, Promoter shall obtain from the concerned local authority part or full occupancy and/ or part or full completion certificates in respect of the Said Premises.

2.2 Time is 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 Said Premises 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 installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) hereinabove.

3. The Promoter hereby declares that the Floor Space Index available as on

date in respect of the Said Property is 496.88Sq. Mtrs. only and the Promoter has planned to utilize Floor Space Index of 3277.92 Sq. Mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the Said Project. The Promoter has disclosed the Floor Space Index of **3277.92 Sq. Mtrs.** as proposed to be utilized by the Promoter in the Said Project and the Allottee has agreed to purchase the Said Premises based on the proposed construction and sale of flats/ units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Said Premises 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 RERA Rules, 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 RERA Rules, 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 above, 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 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 shall at his own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the Address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and condition in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

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

- 4.3 The Allottee is aware that depending upon various promises and assurances given by the Allottee, the Promoter has incurred and shall incur the expenditure and will make commitments to third parties and therefore in the event of cancellation of the Agreement by the Allottee for any reason whatsoever, the Promoter in addition and without prejudice to other remedies and rights and towards reimbursement and damages, shall suffer great loss and hardship and work may be affected. Therefore, in the event of this Agreement being terminated by the Allottee for any reason whatsoever, the Promoter shall be entitled to retain, withhold and forfeit a minimum amount of Rs.-----/- from and out of the amount so far then paid by the Allottee to the Promoter and the Promoter shall be liable to repay only the balance amount (if any) from the amount received by the Promoter on resale of the said Apartment. In this case reduction in price of the apartment will be considered as damages/loss of the Promoter in addition to other loss and expenses. Thus, in case of termination of this agreement for any reason, taxes such as GST / VAT etc. already paid / reimbursed shall not be refunded by the Promoter to the Allottee.
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 Said Premises as are set out in **Annexure "7"**, annexed hereto.
6. The Promoter shall give Possession of the said Premises to the Allottee/s on or before 30.05.2027. If the Promoter fails or neglects to give possession of the Said Premises to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Said Premises with interest at the same rate as may mentioned in the clause herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

7.1 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 Said Premises to the Allottee/s in terms of this Agreement to be taken within 7 (seven) days from the date of issue of such notice and the Promoter shall give possession of the Said Premises 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 agree/s to pay the maintenance charges as determined by the Promoter or Association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 (seven) days of receiving the Occupancy Certificate of the Project.

7.2 The Allottee/s / Purchaser/s shall take possession of the Said Premises within 15 (fifteen) days of the written notice from the promoter to the Allottee/s intimating that the Said Premises is ready for use and occupancy.

The Allottee/s is/are bound to pay the maintenance charges as may be determined to the Promoter or ultimate organization of Allottees as the case may be from the 15th (fifteenth) day of the date of issuance of written notice/intimation to receive possession or the date of receiving

Occupancy Certificate for the said premises, whichever is earlier.

7.3 Failure of Allottee/s to take Possession of Flat/Said Premises: Upon receiving a written intimation from the Promoter, the Allottee/s shall take possession of the Said Premises 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 Said Premises to the Allottee/s. In case the Allottee/s fail/s to take possession within the time period as mentioned above, such Allottee/ 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 Said Premises to the Allottee/s or from the date of receiving Occupancy Certificate for the said premises, whichever is earlier, the Allottee/s brings to the notice of the Promoter any structural defect in the Said Premises or the building in which the Said Premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/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 Said Premises or any part thereof or permit the same to be used only for purpose as sanctioned as per the sanctioned plans. He/She/They shall use the parking space only for purpose of keeping or parking vehicle.
9. The Promoter hereby agreed that society will be formed and registered within 3 months from the date or which the fifty one percent of the total number of allottees in such a building or a wing have booked their apartment. The Allottee along with other allottee(s) of Flat/units in the building shall join in forming and registering the Society 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 and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or the Promoter as per the nature of the scheme as per this agreement as the case may be, or any other Competent Authority. 13.1 The Promoter shall (subject to Promoter's right to dispose of the remaining apartments if any) within three months from the date of issue of occupancy certificate shall, execute the Conveyance Deed or cause to be transferred to the society or Limited Company all the right, title and the interest of the Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated. 13.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original.

Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until the conveyance of said Building and Said Plot is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed for the Said building, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society as the case may be.

10. The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:

(i) **Rs...../- (Rupees..... Only) towards corpus fund.**

(ii) **Rs...../-(Rupees Only) towards maintenance for period of 12 (twelve) months commencing from the date of obtaining Occupancy Certificate for the said premises or from the date of handing over vacant and peaceful possession of the said premises, whichever is earlier)**

11. At the time of registration of conveyance of the said building, the Allottee/s shall pay the Allottee's share of stamp duty and registration charges payable, on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said building to be executed in favour of the Society/Association.

12. The Promoter shall, within 3 (three) months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoter in the Said Project.

13. Within 15 (fifteen) days after notice in writing is given by the Promoter to the Allottee/s that the Said Premises 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 Flat/premises) of outgoings in respect of the Said Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Said Building and Said Plot. Until the Said Building and Said Plot is transferred/conveyed the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agree/s that till the Allottee/s share is so determined the

Allottee/s shall pay to the Promoter provisional monthly contribution of Rs. _____/- (Rupees _____ Only) per month towards the outgoings.

14. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER -

The Promoter hereby represents and warrants to the Allottee/s / Purchaser/s as follows -

12.1 The Promoter has clear and marketable title with respect to the said projection the said property and as declared in the title report annexed

to this agreement and has the requisite rights to carry out development upon the said property `also has actual, physical and legal possession of the said property for the implementation of the Project;

12.2 The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the said project and shall obtain requisite approvals from time to time to complete the development of the project;

12.3 There are no encumbrances upon the said property or the said project except those disclosed in the title report;

12.4 There are no litigations pending before any Court of law with respect to the said property or said project except those disclosed in the title report;

12.5 All approvals, licenses and permits issued by the competent authorities with respect to the said project, said property and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said project, said property 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 said project, said property, said building.

12.6 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;

12.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said property including the said project and the said premises which will, in any manner, affect the rights of the Allottee/s under this Agreement;

12.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said premises to the Allottee/s in the manner contemplated in this Agreement;

12.9 At the time of execution of the Conveyance Deed of the structure to the Co-operative Housing Society / the Association of Allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Co-operative Housing Society / the Association of Allottees;

12.10 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

12.11 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 said property and/or the said project except those disclosed in the title report.

15. The Allottee/s or himself/herself/themselves hereby covenants with the Promoter as follows-

13.1 To maintain the said premises at the Allottee's own costing good and tenantable repair and condition and shall not do or suffer to be done anything in or to the building in which the said premises 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 said premises is situated and the said premises itself or any part thereof without the consent of the local authorities, if required.

13.2 Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said building in which the said premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the said building in which the said premises is situated, including entrances of the said building in which the said premises is situated and in case any damage is caused to the said building in which the said premises is situated or the said premises 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.

13.3 To carry out at Allottee/s own cost all internal repairs to the said premises and maintain the said premises 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 said premises is situated 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.

13.4 Not to demolish or cause to be demolished the said premises 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 said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said premises is situated and shall keep the portion, sewers, drains and pipes in the said premises 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 said building in which the said premises 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 said premises without the prior written permission of the Promoter and/or the Society or the Limited Company or the Association of Allottee/s.

13.5 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and said project and said building in which the said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

13.6 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said project and the said building in which the said premises is situated.

13.7 Not to obstruct / cover / close the fire sprinklers (if provided) in the said Apartment / Premises and the Allottee/s / Purchaser/s hereby indemnify/ies the Promoter for the same.

- 13.8 Pay to the Promoter within fifteen days of demand by the Promoter, Allottee's share of security deposit demanded by the concerned local authority or government or giving water, electricity or any other service connection to the said building in which the said premises is situated.
- 13.9 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 said premises by the Allottee/s for any purposes other than for the purpose for which it is sold.
- 13.10 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 said premises all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- 13.11 The Allottee/s shall observe and perform all the rules and regulations which the Society or the Association of Apartment or Company or Limited Company that may be made from time to time for protection and maintenance of the said building and the said premises there in 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 or the Association of Apartment or Company or Limited Company regarding the occupancy and use of the said premises in the said building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

13.12 Till a conveyance of the structure of the said building in which the said premises is situated is executed in favour of Society/Association/Company/Limited Company, 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 building or any part thereof to view and examine the state and condition thereof.

16. 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 towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises and building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter until the said building and the said property is transferred to the Society/Association/Company/Limited Company.

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE -**

After the Promoter executes this Agreement, the Promoter shall not mortgage or create a charge on the said premises 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 said premises.

19. 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 payment 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 fail/s 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.

20. ENTIRE AGREEMENT -

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

21. RIGHT TO AMEND -

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

**22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S /
PURCHASER/S SUBSEQUENT ALLOTTEE/S / PURCHASER/S -**

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 said project shall equally be applicable to and enforceable against any subsequent Allottee/s of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.

23. SEVERABILITY -

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**24. 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 in said project, the same shall be in proportion to the carpet area of the said premises to the total carpet area of all the flats in the Project.

25. FURTHER ASSURANCES -

Both the 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.

26. PLACE OF EXECUTION -

The execution of this Agreement shall be completed only upon its execution by the Promoter at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s and after the Agreement is duly executed by the Allottee/s and the Promoter and simultaneously execution of the said Agreement shall be registered at the office of the concerned Sub-Registrar.

27. The Allottee/s and/or Promoter shall present this Agreement as well as the Deed of Conveyance / Deed of Declaration 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.

28. That all notices to be served 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 Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee/s / Purchaser/s : **MR.**

(Allottee's Address) :
.....

Notified Email ID :

Name of Promoter : **M/S. PANDIT JAVDEKAR ASSOCIATES**
(Promoter's Address) : Vijaydurg, 101 & 102, Final Plot No. 43C

CTS No. 115C, Prabhat Road, Pune – 411004

Notified Email ID : admin@panditjavdekar.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 AD, 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.

29. JOINT ALLOTTEES -

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

30. STAMP DUTY AND REGISTRATION -

The appropriate stamp duty and registration fees in respect of this agreement have been paid herewith. The parties herein shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoters in favour of the Purchaser/s or in the name of the ultimate organization of tenement purchasers.

31. DISPUTE RESOLUTION-

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

32. GOVERNING LAW -

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

FIRST SCHEDULE

[Description of the Said Property]

All that piece and parcel of property bearing **Final Plot No. 520** corresponding **City Survey No. 1144**, admeasuring 819.48 Sq. Mtrs. i.e. 8821 Sq. Ft. situated at **Shivajinagar (Bhamburda), Pune**, within the limits of Pune Municipal Corporation and within the Registration Sub-District Taluka Haveli of District Pune and is bounded as follows:

On or towards:

East	: F. P. No. 519 CTS No. 1143/C,
South	: F. P. No. 521 (part) CTS No. 1137,
West	: F. P. No. 521 (part) CTS No. 1137/13,
North	: 30 Feet wide Municipal Road,

Together with all the appurtenances thereto

SECOND SCHEDULE

[Common and restricted areas and facilities]

(A) COMMON AREAS AND FACILITIES:

1. RCC Frame work structure of the building.
2. Drainage and water line work.
3. Electric meters and water meter/s connected to common lights, water connections, pump set etc.
4. Light point outside the building and the staircase/s as well as those in the common parking space.
5. One overhead water tank for the building with water pump connection.
6. Lift/Elevator with lift room, lift well and elevator equipments located adjoining the overhead water tank for the building.
7. Open space if specifically marked.

(B) RESTRICTED AREAS AND FACILITIES:

1. Terraces adjacent if any to the tenements/flats shall be restricted and shall be for exclusive use of such respective flat holders.
2. The parking/s shall be restricted and the same shall be allotted in the manner as stated in the respective registered agreements.
3. Portion of top terrace of the building shall be restricted and the Promoters herein shall have exclusive right to allot the same to any flat holder in the building.
4. All areas etc. which are not covered under aforesaid head Common areas and facilities are restricted areas and facilities which include, the marginal open spaces, terraces, car-parkings within the said property and in the

building which is under construction on the said property is reserved and Promoters shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of flat, terrace/s, parking space etc. or to convert the restricted area into common area or vice-versa.

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IN WITNESS WHEREOF the parties hereto have affixed their seal and signatures to this writing the day and year herein above mentioned.

SIGNED SEALED AND DELIVERED by the within]
named **“Promoter”**]
M/S. PANDIT JAVDEKAR ASSOCIATES]
Through its partners]
]]
1.MR. RAHUL ARUNKUMAR PANDIT]
AND / OR]
2.MR. SHIVKUMAR ARVIND JAVDEKAR]

SIGNED SEALED AND DELIVERED by the within]
named **“Allottee/s / Purchaser/s”**]
.....]
]]

SIGNED SEALED AND DELIVERED by the within]
named **“Consenting Party”**]
]]
]]

MR. NANDKUMAR JETHMAL KHIVANSARA]
MR. UDAYKUMAR JETHMAL KHIVANSARA]
MRS. ARUNA SHARAD MUNOT]
through the hands of her Power of Attorney Holder-
MR. NANDKUMAR JETHMAL KHIVANSARA]
through the hands of their Power of Attorney Holder
1.MR. RAHUL ARUNKUMAR PANDIT
AND / OR
2.MR. SHIVKUMAR ARVIND JAVDEKAR

Witness:

1. Signature :	2. Signature :
Name :	Name :
Address :	Address :

For Pandit Javdekar Associates



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