

## **ARTICLES OF AGREEMENT**

THIS ARTICLES OF AGREEMENT MADE AT PUNE ON THIS \_\_Day of JUNE 2022

### B E T W E E N

M/s. Kundan Mehta Kenjale Joint Venture, Having its office at: 22, Parvatigaon, Pune – 411 009, through its members:

1. M/s. G. M. Kenjale Constructions Pvt. Ltd. Company Registered under Companies Act, Having its regd. Office at: 22, Parvatigaon, Pune 411 009 Through its Director  
Mr. Milind Prabhakar Kenjale, Age: 62 years, Occ: Business
2. Kundan Mehta Associates a registered Partnership Firm having its registered office at: 1<sup>st</sup> Floor, Kundan Heritage, Opp. Khadki Railway Station, Old Mumbai-Pune Highway, Khadki, Pune –3.  
through its authorized Partner
  - (1) Mr. Ashish Bhawarlal Jain, Age: 44 years, Occ.: Business,
  - (2) Mr. Dhanesh Dilip Mehta, Age: 47 years, Occ.: Business,

Hereinafter collectively referred to as **DEVELOPER** (which expression shall unless repugnant to the context or meaning thereof, shall mean and include its members, partners of members and partners of members from time to time and the survivors or survivor of them and the legal heirs, executors, administrators of such survivor/s and their / his / her assigns)

.... PARTY OF THE FIRST PART.

AND

Age about: \_\_\_\_\_ years, Occupation: \_\_\_\_\_  
PAN No: \_\_\_\_\_  
R/at:- \_\_\_\_\_

Hereinafter referred to as the "**PURCHASER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Allottee/s and all persons claiming and/or deriving title under or through the Allottee/s)

.... PARTY OF THE SECOND PART.

AND

M/s. Kundan Mehta Kenjale Joint Venture, Association of persons , Having its office at: 22, Parvati gaon, Pune – 411009.  
Through its members:

1. M/s. G. M. Kenjale Constructions Pvt. Ltd., a Company Registered under Companies Act, Having its regd. Office at: 22, Parvati gaon, Pune 411 009, through its Director  
Mr. Milind Prabhakar Kenjale, Age: 62 years, Occ: Business,
2. Kundan Mehta Associates a Partnership Firm having its registered office at: 1<sup>st</sup> Floor, Kundan Heritage, Opp. Khadki Railway Station, Old Mumbai-Pune Highway, Khadki, Pune –3 through its authorized Partner
  - (1) Mr. Ashish Bhawarlal Jain, Age: 44 years, Occ.: Business,
  - (2) Mr. Dhanesh Dilip Mehta, Age: 47 years, Occ.: Business,

Hereinafter collectively called as **CONSENTING PARTY NO. 1/ OWNERS OF PART OF SURVEY NO.29 HISSA NO.1 & 2 SUS** (which expression shall unless repugnant to the context or meaning thereof shall mean and include members, his/her legal heirs, and assignees and also successor in title)

.... **PARTY OF THE THIRD PART**

AND

1. Shri Santosh Manishankar Udar, Age: 48 years, occupation:-Business, R/at:- C-106, Gurukripa, Evershine, Malad (West), Mumbai-400 064.
2. Ashvini Ramakant Vavhal, Age:58 years, Occupation:- Housewife, R/at:- Anand Bhavan, Poutuguise Church,Dadar, Mumbai-400 028.
3. Niketa Naresh Sahani, Age: 62 years, Occupation: Housewife, R/at : 40/1091, Adarsha Nagar,Mumbai-400025.
4. Shrilekha Yashwant Kadam, Age: 60, Occupation: Housewife, R/at: B1, Section No. 2, Shantinagar, Meera Road, Dist. Thane.
5. Kailas Suresh Kenjale, Age:- 40 years, Occupation- Business, R/at - 22,Paravatigaon, Pune- 411 009.
6. Milind Prabhakar Kenjale, Age:- 45 years, Occupation- Business, R/at- 22,Parvatigaon, Pune- 411 009.
7. Shashikant Krishnaji Vaval, Age:- 66 years, Occupation- Agriculturist R/at- 20,K Lekhraj Building Kaveri, C.H.S.M. 103 Sector 5,Kharghar, Navi Mumbai
8. Anand Shashikant Vaval, Age:- 35 years, Occupation- Agriculturist, R/at- 20,K Lekhraj Building Kaveri, C.H.S.M. 103 Sector 5, Kharghar, Navi Mumbai.
9. Sangeeta Vijay Ghumatkar, Age:- 37 years, Occupation- Agriculturist R/at- Rajguru Nagar, Tq: Ked, Dist. Pune.
10. Bajirao Baburao Kadam, Age:- 62 years, Occupation- Retired, R/ at:- Kshitij, Survey No. 6,Yogiraj Park behind Shreeman Society, Karvenagar, Pune- 411 052.
11. Ramkrishna Manaji Shelke, Age:- 69 years, Occupation- Pensioner,R/ at- Ramsheela Tridev Vasahat, Birobanagar, Rauri- 413 705, Dist. Ahmednagar.
12. Shantaram Gajaram Thorat (Yademal), Age:- 64 years, Occupation- Pensioner, R/ at-Chinchwad, Pune.
13. Anil Vasant Raut, Age:- 55 years, Occupation- Farmer, R/at-Sahakari Sakhar Karkhana, Rahuri, Dist Ahmednagar.
14. Vinay Shankar Supe, Age:- 42 years, Occupation- Service ,R/at-Nipad, Nashik.
15. Eknath Dinkar Yadav, Age:- 63 years, Occupation- Pensioner, R/at- 5,Shubham Residency, Vishalnagar, Jagtap Dairy, Wakad Road,Pimple Nilakh, Pune- 411 027.
16. Anant Dagdu Dumbare, Age:- 59 years, Occupation- Service,R/at-New Pinak Kanchanganga, G Building,Flat No 501, Aundh, Pune- 411 007.
17. Tukaram Baburao Londhe, Age:- 61 years, Occupation- Retired, R/at-Opp Vaibhav Vegaran, Nandkumar Petrol Pump, At post Manchar, Taluka Auranhabad, Dist Pune.
18. Baban Govindrao Hole, Age:- 59 years, Occupation-Service, R/at-Dnyanesh Park, Road No 2, Krishna Chowk, Pimple-Gurav, Navi Sangvi, Pune 411 027.

19. Kisanrao Namdeo Wavhal, Age:- 69 years, Occupation- Retired, R/at- Atharva Dnyanesh Park, Room No 1, Pimple Gurav, S.No 49/2/1, Navadanavi, Pune- 411 027
20. Kundlik Dattatraya Awati, Age:- 66 years, Occupation- Retired, Residing at-Flat No A/1,Sawantnagar, Hsg Soc Near Railway Gate, Bopodi, Pune 411 020.
21. Mr.Vitthal Raghu Honde, Age:- 61 years, Occupation- Agriculturist ,R/at-A 303,Ojas Apt, Pashan-Baner Link Road, Pashan, Pune- 411 021.
22. Jaysing Kondiba Chavan, Age:- 59 years, Occupation- Service,R/ at-Nimgaon-Mahalung, Taluka Shirur, Dist Pune.
23. Mrs. Smita Shivaji Patil [Legal heir of Hindurao Kondiba Pawar], Age: 34 yrs., Occ.: Service, R/at: Flat No.6, Sidhi Sagar Apartments, S.No.34/4/9,Dhankwadi, Behind Bharti Vidyapeeth, Pune – 411 043.
24. Bharat Maruti Chorge, Age:- 60 years, Occupation- Retired, R/at- Geeta Apt, Flat No 5, Shitolenagar,Old Sangvi ,Pune 411 027.
25. Rekha Narendra Damani, Age:- 48 years, Occupation- Housewife, R/at- 34/17,Chandrama Apt, Erandwana, Prabhat Road,Pune- 411 004.
26. Sanjay Baburao Thakar, Age:45 years, Occupation: Service, R/ at- 260/61,Kasba Peth,Pune-411 011.
27. Sou Shobha Suresh Gole, Age:- Adult , Occupation-Housewife R/at-Room No 642,S.No 37/10, Saras Soc. Dhankawadi, Pune- 411 043.
28. Rajaram Haribhau Kale, Age:- 64 years, Occupation- Retired, R/at-310, Shivaji Nagar, Bhamurda, Gawathan, Pune- 411 005.
29. Vishwanath Eknath Aher, Age:- 62 years, Occupation- Retired, R/at-Sangamner, Dist. Ahmednagar.
30. Sunil Eknath Aher, Age:- 54 years, Occupation- Agriculturist,R/at-At Post Ghargaon, Taluka Sangamner, Dist. Ahmednagar.
31. Laxman Vithalrao Pingale, Age:- 60 years, Occupation- Service, R/at: A1/14, Agarwal Garden, Hadapsar, Pune- 411 028
32. Shivaji Wamanrao Shitole, Age:- 60 years, Occupation- Retired, R/at- B-12, Near Farm Office, Agriculture College, Pune 411005

**Through their Power of Attorney Holder**

- (1) Mr. Ashish Bhawarlal Jain, Age: 44 years, Occ.: Business,
- (2) Mr. Dhanesh Dilip Mehta, Age: 47 years, Occ.: Business, Having Place of Business at: 1<sup>st</sup> Floor, Kundan Heritage, Opp. Khadki Railway Station, Old Mumbai-Pune Highway, Khadki, Pune –3.
- (3) Mr.Milind Prabhakar Kenjale, Age: 62 years, Occ: Business

Hereinafter collectively called as **CONSENTING PARTY NO. 2/ OWNERS OF PART OF SURVEY NO. 30 HISSA NO. 1 SUS** (which expression shall unless repugnant to the context or meaning thereof shall mean and include members, his/her legal heirs, and assignees and also successor in title)

**... PARTY OF THE FOURTH PART**

AND

1. Eknath Dinkar Yadav, Age: 66 yrs., Occ. : Pensioner, R/at: 5, Shubham Residency, Vishal Nagar, Jagtap Dairy, Wakad Road, Pimpale Nilakh, Pune 411 027.
2. Maruti Rambhau Manjare, Age: 56 yrs., Occ.: Service, R/at: C-1, Mithila Colony,Mahatma Phule Krishi Vidyapeeth, Rahuri, District: Ahmednagar.
3. Ramdas Vedu Gade, Age: 63 yrs., Occ.: Pensioner, R/at: Flat No.8/5, Chetana Mangal Apartment, Rane Nagar, Nashik.

4. Sudam Dagadu Bangar, Age: 61 yrs., Occ. : Service, R/at: Parijat Colony, Sant Dyaneshwar Nagar, Chakrapani road, Bhosari, Pune 411 026
5. Vitthal Bhiva Aher, Age: 64 yrs., Occ.: Pensioner, R/at: Aher Vasti, Saraswati Wadi, Taluka Devala, Dist: Nashik.
6. Bandopant Balasaheb Patil, Age: 69 yrs., Occ: Agriculturist , R/at: At Post Wagholi, Taluka: Pannala, District: Kolhapur.
7. Champalal Bansilal Desarda, Age: 63 yrs, Occ: Pensioner ,R/at: Sobasavera Flat No.6, Bibwewadi, Pune 411 037.
8. Ramdas Baburao Londhe, Age: 61 yrs., Occ. : Pensioner ,R/at: Flat No.12, Janaki Residency, Baner Road, Pune.
9. Dadasaheb Pandhrinath Koratkar, Age:63yrs., Occ. : Pensioner, R/at: Flat No.28, Sai Vihar Residency, Pashan Sus Road, Pashan, Pune.
10. Satish Raghunath Deshmukh (deceased) through its legal heir Smt. Pushpa Satish Deshmukh, Age: 59 years, Occ: Retired, R/at: B-1/102, Kumar Periwinkle, Chandan Nagar, Kharadi, Pune 411014.

**Through their Power of Attorney Holder**

- (1) Mr. Ashish Bhawarlal Jain, Age: 44 years, Occ.: Business,
- (2) Mr. Dhanesh Dilip Mehta, Age: 47 years, Occ.: Business,  
Having Place of Business at: 1<sup>st</sup> Floor, Kundan Heritage, Opp. Khadki Railway Station, Old Mumbai-Pune Highway, Khadki, Pune – 411 003.
- (3) Mr. Milind Prabhakar Kenjale, Age: 62 years, Occ: Business.  
Place of Business at: 22, Parvati gaon, Pune 411 009.

Hereinafter collectively called as **CONSENTING PARTY NO. 3 / OWNERS OF PART OF SURVEY NO.32 HISSA NO.1 SUS** (which expression shall unless repugnant to the context or meaning thereof shall mean and include members, his/her legal heirs, and assignees and also successor in title)

**.... PARTY OF THE FIFTH PART.**

AND

1. Prakash Sharavan Patil, Age – 41 years, Occ- Service, R/at:- Suyash Apartment, Bhusari Colony, Paud road, Pune – 411038.
2. Rajendra Trimbak Choudhary, Age – 37 years, Occ- Agriculturist, R/at- Post – Changdev, Taluka Edlabad, Dist. Jalgaon.
3. Vikas Vithhal Choudhary, Age – 31 years, Occ- Business, R/at:- Jalna.
4. Ujjwala Dilip Nikam, Age – adult, Occ- Housewife, R/at:- C/o P. L. Patil, Palvi, Krushi Housing society, Ghokhalenagar, Pune – 411016.
5. Vijay Bhagwat Patil, Age – 38 years, Occ- Business, R/at:- flat no. 4, Snehkamal, 1066, Model Colony, Near Om Supar Market, Shivajinagar, Pune – 411016.
6. Chandrashekha Vasantrao Jagtap (Legal Heir of Rahul Vasant Jagtap), Age – 44 years, Occ- Business, R/at:- 11 Laxminagar, Phaltan.
7. Vijaya Sadashiv Patil , Age – 66 years, Occ- Housewife, R/at:- Saniwar Peth, Madhav nagar, Dist. Sangali.
8. Shakuntala Sitram Gujar, Age – adult, Occ- Housewife, R/at:- Plot no. 3, 16/6, Yerandwana, Pune – 411004.
9. Bhagirithi Jagannath Patil (Legal heir Jagannath Omkar Patil), Age – 71 years, Occ- Housewife, R/at:- Swapna, Karvenagar, Pune – 411052.
10. Dattatrya Deveram Patil, Age – 76 years, Occ- Agriculturist, R/at:- Fatepur, Jamner, Jalgaon, Name is repeated in 30/2
11. Sulbha Vasant Choudhary, Age – 46, Occ- Housewife, R/at:- Nutan Sandesh, Vallabh Baug lane, Gatkoper East, Mumbai – 400007.

12. Kusumbai Prabhakar Patil, Age – adult, Occ- Housewife, R/at:- c/o Ajay Gujar, B/5, Shaivvilash Apartment, Bahiratwadi, Shivaji Housing society, Senapati Bapat Road, Pune – 411016.
13. Surekha Rohidas Choudhary, Age – 43 years, Occ- Housewife, R/at:- Rutu Park, C-2/404, Vrundavan Bus terminus, Thane West, Mumbai.

**Through their Power of Attorney Holder**

- (1) Mr. Ashish Bhawarlal Jain, Age: 44 years, Occ.: Business,
- (2) Mr. Dhanesh Dilip Mehta, Age: 47 years, Occ.: Business, Having Place of Business at: 1<sup>st</sup> Floor, Kundan Heritage, Opp. Khadki Railway Station, Old Mumbai-Pune Highway, Khadki, Pune – 411 003.
- (3) Mr. Milind Prabhakar Kenjale, Age: 62 years, Occ: Business Place of Business at: 22, Parvati gaon, Pune 411 009.

Hereinafter collectively called as **CONSENTING PARTY NO. 4/ OWNERS OF SURVEY NO.32 HISSA NO. 2 SUS**, (which expression shall unless repugnant to the context or meaning thereof shall mean and include members, his/her legal heirs, and assignees and also successor in title)

**.... PARTY OF THE SIXTH PART**

**WHEREAS:**

- A.** Developer is Association of Persons formed as per Single Joint Venture Agreement dated 12/03/2009. M/s. G.M. Kenjale Constructions Pvt. Ltd. A Pvt. Ltd company registered under companies act 1956 and M/s. Kundan Mehta Associates a registered partnership firm are members of Kundan Mehta Kenjale Joint Venture i.e. developer herein.
- B.** Developer is entitled to Develop following areas out of the following lands situated at village:Sus, Taluka:Mulshi, Dist:Pune as per the following details:

<b>Survey No.</b>	<b>Area</b>
S. No.29 H. No.1	154.54 Sq.mtrs
S. No.29 H. No.2	213.46 Sq.mtrs
S. No.30 H. No.1	4098.00Sq.mtrs
S. No.32 H. No.1	4600.00 Sq.mtrs
S. No.32 H. No.2	4984.00 Sq.mtrs

<b>Total</b>	<b>14050.00 Sq.mtrs</b>
--------------	-------------------------

The aforesaid lands are herein after collectively referred to as the "SAID LANDS", which are more particularly and collectively described in **Schedule A** written hereunder:

- C.** Consenting Party no.1 is owner of area adm. about 154.54 Sq.mtrs out of land bearing S. No.29 H. No.1 Sus, and area adm. about 213.46 Sq.mtrs out of land bearing S. No.29 H. No.2 Sus. Consenting Party no.2 is owner of area adm. about 4098 Sq.mtrs out of land bearing S. No.30 H. No.1 Sus. Consenting Party no.3 is owner of area adm. about 4600 Sq.mtrs out of land bearing S. No.32 H. No.1 Sus. Consenting Party no.4 is owner of area adm. about 4984 Sq.mtrs out of land bearing S. No.32 H. No.2 Sus.

**D. History of land bearing S. No.29 H. No.1 adm. about 154.54 Sq.mtrs, & S. No.29 H. No.2 adm. about 213.46 Sq.mtrs, Village: Sus:**

- i. As there was no proper approach road to land bearing Survey no.30 Hissa no.1, Survey no.32 Hissa no.1 & 2 Sus, therefore Developer herein with the intentions to have the approach road has decided to acquired area for the road from the land bearing Survey no.29 Hissa no. 1 & 2 Sus. Accordingly Developer herein has approached Owners of Survey no.29 Hissa no. 1 & 2 Sus.
- ii. That land bearing S. No. 29, Hissa No. 1 adm. about 0 H 25 R and S.No.29, Hissa No.2 adm. about 0 H 24 R situated at Village Sus, Taluka Mulshi, Dist. Pune was owned by Namdevrao Vitthal Nikam, Chitra Namdev Nikam, Amit Namdev Nikam and Dr. Archana Parag Chumbale Alias Archana Prashanjit Gogate, Ashwini Sunil Jethani and Vasantrao L. Dalvi.
- iii. Out of the aforesaid owners, Namdeorao Vitthalrao Nikam, Chitra Namdeorao Nikam, Amit Namdeorao Nikam, Archana Parag Chubale, alias Archana Prasanjit Gogate) and Ashwini Sunil Jethani on one part, and Developer herein alongwith owners of S.No.30/1 Sus have executed Deed of Exchange dated 09/04/2010 which is registered in the Office of Sub-Registrar, Haveli No.20, at Sr.No.3335/2010. As per the said Deed of Exchange Namdeorao Vitthalrao Nikam and others have exchanged land adm. about 154.54 sq.mtrs. out of the land bearing Survey No. 29 Hissa No. 1 Sus and the area adm about 213.46 sq. mt. (southern side) out of the land bearing Survey No. 29 Hissa No. 2 situated at Village Sus, Taluka Mulshi, District Pune, more particularly described in Schedule 1 written hereunder alongwith other lands against area adm. about 368 sq. mtrs. out of land bearing S.No.30/1 Village Sus, Taluka Mulshi, Dist. Pune.
- iv. Thus as per the said Exchange Deed land adm. about 154.54 sq.mtrs. out of the land bearing Survey No. 29 Hissa No. 1 Sus and the area adm about 213.46 sq. mt. (southern side) out of the land bearing Survey No. 29 Hissa No. 2 situated at Village Sus, were transferred in the name of developer herein and developer herein is well sufficiently entitled to develop the land adm. about 154.54 sq.mtrs. out of the land bearing Survey No. 29 Hissa No. 1 Sus and the area adm about 213.46 sq. mt. (southern side) out of the land bearing Survey No. 29 Hissa No. 2 situated at Village Sus, described in **Schedule A** and annexed 7/12 extracts as **annexure III A** written hereunder along with the other lands.

**E. History of land bearing S. No.30 H. No.1 adm. about 4098 Sq.mtrs Village: Sus:**

- i. Consenting Party No.2 were owners of land bearing Survey No.30 Hissa No.1 Sus totally adm. about 0 H 98.5 R. Consenting Party No.2 has purchased Survey No.30 Hissa No.1 Sus from its previous owners as per three different sale deeds i.e. dt.13/3/1986 bearing Registration [No.681/1986][0 H 65 R], dt.9/5/1986 bearing Registration

No.1230/1986 [0 H 16.25 R], and dt.9/5/1986 bearing Registration No.1235/1986 [0 H 16.25 R] and their names were recorded as per mutation entry No.2212, 2215, 2216.

- ii. Initially constituents of Developer and the Developer herein i.e. Kundan Mehta Kenjale Joint Venture herein have acquired development rights of land adm. about 0 H 98.5 R out of land bearing Survey No.30 Hissa No.1 Sus from Consenting Party No.2 as per different development agreements as per the following details and the respective owners have also executed the Power of Attorney in favour of Partners of the respective Development firm / Director of the M/s.G.M.Kenjale Constructions Pvt.Ltd.:

Regs. No. & date	Area	Name of the Owner & Area owned	Name of the Developers
31/10/2006 D.A.8456/2006 POA 8457/2006 Haveli No.11	37 R	Bajirao Baburao Kadam (5 R) Laxman Vithalrao Pingale (2.5 R) Shivaji Waman Shitole (2.5 R) Ramkrishna Manaji Shelke (5 R) Shantaram G Thorat (Yedmal) (2.5 R) Anil Vasant Raut (2 R) Shobha Suresh Gole (5 R) Jaysing Kondiba Chavan (5 R) Tukaram Baburao Londhe (2.5 R) Anant Dagdu Dumbare (2.5) Baban Govindrao Hole (2.5 R) (Sale Deed 1230/86 & 1231/86)	M/s. Kundan Mehta Associates
7/11/2008 D.A. 8659/2008 POA 8660/2008 Haveli No.8	5 R	Smita Shivaji Patil (Legal Heirs of Hindurao Kondiba Pawar)  (Sale Deed 1231/86)	M/s.Kundan Mehta Associates
12/1/2007 D.A. 372/07 POA 373/07 Haveli No. 1	7.5R	Bharat Maruti Chorge (5 R) Sunil Eknath Aaher (2.5 R) ( Sale Deed 1231/86)	M/s. G.M. Kenjale Construction Pvt. Ltd
24/07/2007 D.A.5653/2007 POA. 5654/2007 Haveli No. 1	5 R	Snajay Baburao Thakar (Sale Deed 1231/86)	M/s. G.M. Kenjale Construction Pvt. Ltd
15/5/2008 D.A. 4210/2008 POA 4211/2008 Haveli No. 1	5 R	Santosh Manishankar Udar (5R) (Sale Deed 1235/86)	M/s. G.M. Kenjale Construction Pvt. Ltd
4/6/2008 D.A. 4840/2008 POA. 4841/2008 Haveli No. 1	8.75 R	Ashwini Ramakant Waval (2.5 R) Niketa Naresh Sahani (2.5 R) Shrilekha Y. Kadam(1.25 R) Kailas Suresh Kenjale (1.25 R) Milind Prabhakar Kenjale (1.25 R) (Sale Deed No.1235/86)	M/s. G.M. Kenjale Construction Pvt. Ltd

24/11/2006 D.A. 9225/2006 POA. 9226/2006  Haveli No.1	24.2 5 R	Rekha N.Damani (5R) Rajaram H.Kale (2.5 R) Eknath Dinkar Yadhav (2.5 R) Vishwanath E. Aaher (2.5 R) Kisanrao N.Waval (2.5R) Eknath D.Yadhav (2.5R) Vinay Shankar Supe (1.75 R) Pundalik D. Auti(5 R) Sale Deed No. 1231/86 and 1230/86	M/s. G.M. Kenjale Construction Pvt. Ltd
01/02/2010 D.A. 1084/2010 POA 1085/2010 Haveli No.1	5 R	Vithal Raghu Honde	M/s. Kundan Mehta Kenjale Joint Venture
D.A. 1534/2009 21/02/2009 Haveli No.1 & POA 1535/2009	2.5 R	Shashikant Krishnaji Waval Anand Shashikant Waval Sangeeta Vijay Ghumatkar (Original Owner Prabhawati Shashikant Waval ) (Sale Deed no. 1235/86)	M/s. G.M. Kenjale Construction Pvt. Ltd

- iii. Thereafter area adm. about 368 sq.mtrs out of land bearing Survey no.30 Hissa no.1 is conveyed in favour of Owners of Survey No.29 Hissa No.1 and 2 viz. Namdeorao Vitthalrao Nikam, Chitra Namdeorao Nikam, Amit Namdeorao Nikam, Archana Parag Chubale, alias Archana Prasanjit Gogate) and Ashwini Sunil Jethani by way of exchange deed as per the details given herein under.
- iv. Thereafter, as stated hereunder Developer herein has assigned development rights of area adm. about 3600 sq.mtrs out of land bearing S.No.30, Hissa No.1, Sus in favour of M/s.Parth Developers.
- v. As stated herein as per the Partition Deed dtd. 10/7/2015 area admeasuring about 4098 sq.mtrs is allotted to the Consenting Party No.2 and Developer herein, which is more particularly described in **Schedule A** and annexed 7/12 extracts as **annexure IIIA** written hereunder alongwith the other lands.

**F. History of land bearing S. No.32 H. No.1 adm. about 4600 Sq.mtrs Village: Sus:**

- i) As per the 7/12 extract of the year 1978-1979 of the land bearing S. No. 32 hissa No. 1 Sus is 0 H. 46 R and the same was owned by Rashida Begam Gajan Fakruddin Saiyyad and Mr. G H Saiyyad whose names were recorded in revenue record as per mutation entry No. 1860.
- ii) Thereafter Eknath dinkar Yadav (3R), Maruti Rambhau Manjare (3R), Ramdas Vedu Gade (3R), Sudam Dagadu Bangar (3R), Vitthal Bhiva Aher (5R), Bandopant Balasaheb Patil (5R), Champalal Bansilal Desarda (5R), Ramdas Baburao Londhe (5R), Satish Raghunath Deshmukh (5R) and Dadasaheb Pandharinath Koratkar (9R) have purchased land bearing S. No. 32 hissa No. 1 Sus from Smt. Rashida Begam Gajan Fakruddin Saiyyad & G.H. Saiyyad, vide Sale Deed dated 16/01/1987 which is registered with



the office of Sub-registrar Maval at Sr. no.140 and the names of said owners were mutated in revenue record vide mutation entry No. 2281.

- iii) The constituents of Developer and the Developer herein i.e. Kundan Mehta Kenjale Joint Venture have acquired development rights of land adm. about 0 H 46 R out of land bearing Survey No.32 Hissa No.1 Sus from Consenting Party No.3 as per different development agreements as per the following details and the respective owners have also executed the Power of Attorney in favour of Partners of the respective Development firm / Director of the Developer Company:

Regs. No. & date	Area	Name of the Owner, & their Area	Name of the Developers
11/04/2007 D.A. 2775/2007 POA. 2776/2007 Haveli No. 1	08-R	Eknath Dinkar Yadav (3-R) Bandopantha B.Patil (5-R)	M/s. G.M. Kenjale Constructions Pvt. Ltd.
21/04/2007 D.A. 3056/2007 POA 3057/2007 Haveli No. 1	25-R	Maruti R. Manjre (3-R) Ramdas V. Gade (3-R) Vitthal B. Aher (5-R) Dadasaheb P. Koratkar (9-R) Ramdaas B. Londhe (5-R)	M/s. G.M. Kenjale Constructions Pvt. Ltd.
19/05/2007 D.A. 3732/2007 POA 3733/2007 Haveli No. 1	03-R	Sudaam D. Bangar (3-R)	M/s. G.M. Kenjale Constructions Pvt. Ltd.
06/02/2010 2252/2010 2253/2010 Haveli No. 1	05-R	Champalal B. Desarda (5-R)	M/s. Kundan Mehta Kenjale Joint Venture
27/03/2021 D.A. 5792/2021 POA 5793/2021	05-R	Satish Raghunath Deshmukh through its legal heirs Smt. Pushpa Satish Deshmukh, Aviraj Satish Deshmukh and Raviraj Satish Deshmukh (5-R)	M/s. Kundan Mehta Kenjale Joint Venture

- iv) Thus M/s. Kundan Mehta Kenjale Joint Venture have acquired right to develop area adm about 0H 46 R out of land bearing Survey No.32 Hissa no.1 Sus, more particularly described in **Schedule A** and annexed 7/12 extracts as **annexure IIIA** written hereunder along with the other lands.
- v) Developer herein is now developing the Said Land jointly with Consenting Party no.2,3,&4, and as per the Development Agreement executed with members of Consenting Party no.2, 3, & 4, Developer has agreed to allot on ownership basis residential unit as mentioned in the respective Development Agreements executed with members of Consenting Party no.2, 3, & 4.

**G. History of land bearing S. No.32 H. No.2 adm. about 4984 Sq.mtrs Village: Sus:**

- i) Area of land bearing S. NO. 32, Hissa NO. 2 Sus, is 0 Hecter, 53 R including un-arable.
- ii) As per the 7/12 Extract of the said land of the year 1942-43 the said land was owned by Shiva Bhiva Chandere. His name was mutated as per Mutation entry No.692.
- iii) The record shows that Shiva Bhiva Chandere expired somewhere in the year 1969 and his legal heirs were brought on record as per Mutation entry No. 1616, these are the legal heirs (1) Jandardna Shiva Chandere-son (2) Manohar Shiva Chandere-son (3) Maruti Shiva Chandere-son (4) Sakhubai Vishnu Paigude-married daughter (5) Subhadra Parashram Padale-married daughter (6) Jijabai Shiva Chandere -wife.
- iv) Consenting Party No. 4 has purchased the land bearing No. 32 hissa No. 2 Sus, from its previous owners namely Janardan Shivaram Chandere, Geetabai Janardan Chandere, Madhu Janardan Chandere, Dattatray Janardan Chandere, Balu Janardan Chandere, Manohar Shivaram Chandere, Kausalya Manohar Chandere, Dnyaneshwar Manohar Chandere, Sona Manohar Chandere, Kaluram Manohar Chandere, Maruti Shivaram Chandere, Muktabai Maruti Chandere, Shankar Maruti Chandere, Sunil Maruti Chandere, Gulab Maruti Chandere, Sakhubai Vishnuba Payagude, Subhadrabai Parshuram Padale as per Sale Deed dated 25.3.1988 which is registered with the office of Sub Registrar Wadgaon Maval bearing Registration No.1217/1988. Accordingly, their names are mutated in the Revenue Record as per Mutation Entry No. 2374.
- v) Out of the aforesaid owners Rahul Vasant Jagtap expired intestate on 15/03/1998 leaving behind him his brother Chandrashekhar Vasant Jagtap as his sole legal heir and representative. Accordingly name of Chandrashekhar Vasant Jagtap is recorded on 7/12 Extract of the said property as per mutation entry no 5677.
- vi) Another owner namely Jagannath Omkar Patil also expired on 01/11/2003 leaving behind him his legal heirs Bhagirathi Jagannath Patil and her name is recorded as per Mutation Entry No. 5482.
- vii) Out of the aforesaid Owners, Mr. Vijay Bhagwat Patil, Sulabha Vasant Coudhary, Surekha Rohidas Choudhry and Ujwala Dilip Nikam have executed power of attorney dated 6/2/2007 in favour of Bhagwat Devram Patil bearing Registration No. 987/2007, at Haveli 9 and authorized Power of attorney holder to sell their share in the said property. Out of the aforesaid Owners, Mrs. Dattatray Devram Patil have executed Power of Attorney dated 6/2/2007 in favour of Bhagwat Devram Patil, and authorized Power of attorney holder to sell their share in the said property.
- viii) Out of the aforesaid Owners Shkuntala Sitaram Gujar has executed Power of Attorney dated 20/2/2007 in favour of Bhagwat Devram Patil bearing Registration No. 1417/2007, at Haveli IX, and authorized Power of attorney holder to sell their share in the land bearing Survey no.32 Hissa no.2 Sus.

Regs. No. & date	Area	Name of the Owner & Area owned	Developers Name
09/05/2007 DA 3658/2007 POA 3659/2007 Haveli No. 4	37 R	Mrs. Ujjawala Dilip Nikam (5R), Shri Vijay Bhagwat Patil (5R), Mrs. Shakuntala Sitaram Gujar (4R), Dr. Dattatraya Devram Patil(4.5R), Mrs. Sulabha Vasant Choudhery (4R), Mrs. Surekha Rohidas Choudhery (3R), Vijaya Sadashiv Patil(4R), Kusumbai Prabhakar Patil (2.5R) and Chandreshkar Vasant Rao Jagtap (5R) and legal heir of Rahul Vasant Rao Jagtap	M/s. Parth Developers & Shankarrao Barge
03/05/2007 DA 3510/2007 POA 3511/2007 Haveli No. 4	16 R	Rajendra Trimbak Choudhery (4R), Prakash Shravan Patil (4R), Vikas Vitthal Chowdhery (4R) and Smt. Bhagirati Jagannath Patil (4R) legal heir Jagannath Omkar Patil	M/s. Parth Developers & Raj Infrastructure Developers
05/04/2008 DA 406/2008 Haveli No. 2	16 R	M/s. Raj Infra structures Developers	M/s. Parth Developers
05/04/2008 DA 408/2008 Haveli No. 2	37 R	Mr. Shankarrao Yadavrao Barge	M/s. Parth Developers

- ix) Thus M/s Parth Developers have acquired right to develop entire land bearing Survey No.32 Hissa No.2 Sus as stated above.
- x) As Land bearing Survey No.30 Hissa No.1 Sus is not contiguous and therefore it was not advantageous to develop the same, so that full development potential of the land bearing Survey No.30 Hissa No.1 Sus can be utilized. Land bearing Survey No.32 Hissa No.2 Sus is located between of the land bearing Survey No.30 Hissa No.1 Sus. Area of land bearing Survey No.32 Hissa No.2 Sus is adm. about 0 H 53 R including unarable land. As the Developer of Survey No.32 Hissa No.2 Sus viz. M/s Parth Developers has acquired development rights of land bearing Survey No.30 Hissa No.1/1 Sus and Survey No.30 Hissa No.2 Sus, Survey No.32 Hissa No.2 Sus, therefore it was advantageous for Parth Developers to exchange area of Survey No.32 Hissa No.2 Sus adm. about 53 R with the Developer herein and therefore Developer herein has decided to exchange development rights of land bearing Survey No.31 Sus adm.about 0 H 17 R and area adm. about 3600 sq.mtrs out of land bearing Survey No.30 Hissa No.1 Sus with M/s. Parth Developers.
- xi) For convenience Developer herein and M/s. Parth Developers, instead of executing Exchange Deed for Assignment of Development Rights have decided to execute two separate Deeds of Assignment of Development Rights. Consenting Party No.4 i.e. Owners of land bearing Survey No.32 Hissa No.2 Sus, and Parth Developers have assigned development rights of land bearing Survey No.32 Hissa No.2 Sus, in favour of Developer herein as per Deed of Assignment of Development Rights dt.12/4/2010 registered in the Office of Sub Registrar Haveli No.20 at Serial No.3331/2010. Accordingly Owners of land bearing Survey No.32 Hissa No.2 Sus, i.e. Consenting Party No. 4 has executed Power of Attorney

dt.12/4/2010 in favour of Developer herein which is registered in the Office of Sub Registrar Haveli No.20 at Serial No.3332/2010.

- xii) Similarly Developer herein as a Developer and as Power of Attorney Holder of Consenting Party No.2 have executed Deed of Assignment of Development Rights of area adm. about 3600 sq.mt. out of the land bearing Survey No.30 Hissa No.1 Sus in favour of Parth Developers. The said Deed of Assignment of Development Rights dt.12/4/2010 is registered in the Office of Sub Registrar Haveli No.20 at Serial No.3329. Developer herein has also executed Power of Attorney dt.12/4/2010 in favour of Parth Developers for area adm. about 3600 sq.mt. out of the land bearing Survey No.30 Hissa No.1 Sus which is registered in the Office of Sub Registrar Haveli No.20 at Serial No.3330.
- xiii) Similarly Developer herein as a Developer and as Power of Attorney Holder of Land bearing Survey No.31 Sus have executed Deed of Assignment of Development Rights of area adm.about 0 H 17 R. The said Deed of Assignment of Development Rights dt.12/4/2010 is registered in the Office of Sub Registrar Haveli No.20 at Serial No.3327/2010. Similarly Developer herein has executed Power of Attorney in favour of M/s Parth Developers for area adm. about 0 H 17 R bearing Survey No.31 Sus which is registered in the Office of Sub Registrar Haveli No.20 at Serial No.3328/2010.
- xiv) Thus Developer has acquired development rights of land bearing Survey No.32 Hissa No.2 adm.about 0 H 53 R. As stated above as per the partition deed dt.10/7/2015 bearing Regn.No.5490/2015 area adm.about 4984 sq.mt. was allotted to Owners of S.No.32 Hissa No.2 Sus. The said area is described in **Schedule A** and annexed 7/12 extracts as **annexure III A** written hereunder along with the other lands.

#### **H. ABOUT ACQUISITION OF DEVELOPMENT RIGHTS BY KUNDAN MEHTA KENJALE JOINT VENTURE:**

- i) As per the Development Agreements executed by constituents of Developer herein namely M/s. Kundan Mehta Associates and M/s. G. M. Kenjale Constructions Pvt. Ltd. in favour of owners of Land bearing Survey No.30 Hissa no.1, Survey No.31, Survey No.32 Hissa no.1,2,3 and 4 and Survey no.33 Hissa No.3 and 4 Sus , have agreed either to allot on ownership basis residential unit to owners as per development agreements or to pay consideration amount in cash. M/s. Kundan Mehta Associates and M/s. G. M. Kenjale Constructions have decided to develop land bearing S. No. 29/1(Part), 29/2 (Part), 30/1 (Part), 31, 32/3, 32/4, 33/3, 33/4 and 32/1 jointly by executing Joint Venture Agreement dated 12/3/2009. Therefore Kundan Mehta Kenjale Joint Venture is entitled to develop and construct buildings on lands described in **Schedule A** written hereunder.
- ii) Developer herein has submitted layout and building plans to Collector, Pune and the said plans were approved by Collector, Pune on 16/2/2015 vide NA order bearing No.PRA/NA/SR/161/2014 attached herein as **Annexure VI** along with the approval of Town Planning Authority No.NABP/Mouje Sus/Taluka Mulshi/Gat No.30/1 & others/4910 dt.22/8/2014. Said plans were sanctioned for area adm. about 14550

sq.mt. Aforesaid plans were annexed to Deed of Partition with Settlement of Disputes.

- iii) There was dispute between land owners of land bearing Survey No.29 Hissa No.1 and 2, Survey No.30 Hissa No.1, 1/1 and 2, Survey No.31, Survey No.32 Hissa No.1,2,3 and 4 regarding area owned by them and each of them were having rival claims relating to the location, area and occupation of their respective holdings out of the aforesaid lands. Considering the time consumed in litigations owners of the aforesaid lands amicably decided to solve their disputes. Accordingly owners of the aforesaid lands viz. M/s Gaikwad Associates, Mr. Nanasaheb Shankarrao Gaikwad, Developers herein, Oakwood Cooperative Society and Owners of Land Bearing Survey No. Survey No.30 Hissa No.1, 1/1 and 2, Survey No.31, Survey No.32 Hissa No.1,2,3 and 4 have executed Deed of Partition with Dispute Settlements dated 10/7/2015 which is registered in the Office of Sub Registrar Haveli 23 at Serial No.5490/2015. As per the said partition deed the following lands are allotted to the share of Developer herein:

<b>Survey No.</b>	<b>Area</b>
S. No.29 H. No.1	154.54 Sq.mtrs
S. No.29 H. No.2	213.46 Sq.mtrs
S. No.30 H. No.1	4098.00Sq.mtrs
S. No.32 H. No.2	4984.00 Sq.mtrs
S. No.32 H. No.1	4600.00 Sq.mtrs
<b>Total</b>	<b>14050.00 Sq.mtrs</b>

- iv) Thus the Developer is entitled to develop above areas out of the land situated at village sus, Taluka Mulshi, Dist: Pune and situated within the limits of Pune Metropolitan Regional Development Authority, Pune.
- v) Because of the Deed of Partition and Settlement of Dispute area is reduced to the extent of 14050sq.mtr and therefore Developer has revised the plans for the area admeasuring 14050sq.mtrs and sanctioned the plans from PMRDA as on 05/03/2018 vide CC No. 942. The Developer has again revised the plans as on 21/01/2019 & 25/09/2020 from PMRDA vide CC No. 1145. Thereafter Developer has revised the plans and sanctioned from PMRDA as on 30/09/2021 vide Commencement Certificate No. 944 and thereafter again revised the plans as on 27/05/2022 vide Commencement Certificate No. 1094 from PMRDA which is annexed herein as **Annexure V**.

## **I. ABOUT THE DEVELOPMENT**

- i) The Developer herein is entitled to develop the entire area 14050 sq.mtrs. which is more patricianly described in the **Schedule A** hereunder written.
- ii) The Developer has already developed the said land and is developing the said land in phase wise manner since the entire area is large. The Developer has already developed Building A for allotment of tenements to the original owners and Building B for the new purchasers.

- iii) The Developer is entitled to utilize the entire balance potential, as shall be sanctioned by the Planning Authority under the Unified Development Control Rules and constructed a multiple-storied building over the portion proposed for the future development, viz., Building C.
- iv) For the beneficial enjoyment of Building A, already a separate open space admeasuring 503sq.mtrs. is designated and for the beneficial enjoyment of Building B and C, a designated area sanctioned as open space admeasuring 703 sq.mtrs. is also designated. The Developer is proposing to utilize the entire available development potential for the construction Building C.

**J. REGARDING GIVING EFFECT TO THE SANCTIONED LAYOUT OVER THE REVENUE RECORD.**

- i) The Hon'ble Collector, Pune has sanctioned the layout of the entire aforesaid lands. Consequent to which, the Revenue Officer has been pleased to change the aforesaid Survey Numbers mentioned in Clause D to 47 and has given new Survey Numbers, as per the plots specified or otherwise sanctioned under the layout and as per "kami-Jasta Patrak" ordered by SLR, Mulshi and Tahsildar Mulshi and given the effect vide mutation entry No.10261 on revenue record.
- ii) Survey No.29/1&2(P)/30/1(P)/32/1&2/A/1 towards 18 meter road, having an area admeasuring 2003 sq.mtrs. The Developer has handed over the said area to PMRDA in lieu of FSI. Therefore the said 7/12 extract is in the name of PMRDA, Pune attached herein as Annexure IIIB
- iii) Survey No.29/1&2(P)/30/1(P)/32/1&2/A/2 Area admeasuring 9035.25 sq.mtrs. designated as residential non-agricultural usage where the residential buildings of Freshia Identity are constructed. Out of which the area admeasuring about 2317.96 sq.mtrs. for Building A and remaining area admeasuring about 6717.29 sq.mtrs. over which Building B is constructed and Building C is proposed, by utilizing the entire balance FSI. Therefore the said 7/12 extract is attached herein as Annexure IIIB
- iv) Survey No.29/1&2(P)/30/1(P)/32/1&2/A/3 towards open space A having area 503.02 sq.mtrs. for Building A and the said 7/12 extract is attached herein as Annexure IIIB
- v) Survey No.29/1&2(P)/30/1(P)/32/1&2/A/4 towards open space B admeasuring 701.68 sq.mtrs. for Building B & C and the said 7/12 extract is attached herein as Annexure IIIB
- vi) Survey No.29/1&2(P)/30/1(P)/32/1&2/A/5 towards amenity space admeasuring 1807.05sq.mtrs. retained by the Developer and the said 7/12 extract is attached herein as Annexure IIIB

- K.** Purchaser has decided to purchase a Unit/Flat which is more particularly described in **Schedule E** written hereunder (hereinafter referred to as the said "Unit / Flat").
- L** Developer has entered into a standard Agreement with an Architect registered with the Council or Architects viz. Jay Aeram and such Agreement is as per the Agreement prescribed by the Council or Architects;
- M** Developer has appointed a structural Engineer viz.G.A.Bhilare Consultants Pvt.Ltd. for the preparation of the structural design and drawings of the building and the Developer accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;
- N** By virtue of the Development Agreement/Power of Attorney as stated above Developer alone has the sole and exclusive right to sell the Unit / Flat in the said building/s to be constructed by the Developer on the said lands and to enter into Agreement/s with the Purchaser(s)/s of the Unit / Flat to receive the sale price in respect thereof;
- O** Purchaser demanded from the Developer and the Developer has given inspection to the Purchaser of all the documents of title relating to the said lands and the plans, designs and specifications prepared by the Developer's Architects M/s.Jay Aeram 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 made there under;
- P** Copies of Certificate of Title issued by the Attorney at Law or Advocate of the Developer showing the nature of the title of the Developer to the said lands on which the Unit / Flat are constructed or are to be constructed have been annexed hereto and marked **Annexure I**
- Q** Copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked **Annexure IV**
- R** Copies of the plans and specifications of the Unit / Flat agreed to be purchased by the Purchaser, as proposed by the Developer have been annexed hereto and marked **Annexure VIII.**
- S** Developer has got approvals from the concerned local authority 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 Occupation Certificate of the said Building;
- T** While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the said lands and the said building and upon due

observance and performance of which only the completion or occupation certificates in respect of the said building/s shall be granted by the concerned local authority;

**U** Developer has accordingly commenced construction of the said building/s in accordance with the last sanctioned plan dated 30/09/2021.

**V** Carpet area of the said Unit / Flat is disclosed in **Schedule E** written hereunder, and "Carpet area" means the net usable floor area of an Unit / Flat, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said Unit / Flat for use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Unit / Flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Unit / Flat;

Explanation: For the purpose of the definition of carpet area (i) "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be which is appurtenant to the net usable area of the said premises, meant for the exclusive use of the Purchaser. (ii) "exclusive open terrace area" means the area of the open terrace which is appurtenant to the net useable area of the said premises, meant for the exclusive use of the Purchaser. This explanation is given for better understanding of the both the parties and also for clarity for calculation of value for stamp purposes.

**W** Relying upon the said application, declaration and Agreement, the Developer agreed to sell to the said Purchaser, said Unit / Flat at the price and on the terms and condition hereinafter appearing;

**X** Prior to the execution of these presents the Purchaser has paid amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being part payment of the sale price of the Unit / Flat agreed to be sold by the Developer to the Purchaser as advance payment or Earnest Money Deposit, or Holding Amount or Application Fee (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Developer the balance of the sale price in the manner hereinafter appearing;

**Y** Developer has registered the project as per the provisions of Real Estate (Regulation and Development) Act, 2016 as **"FORM-C"** bearing Registration No. \_\_\_\_\_ **DATED** \_\_\_\_\_ which is annexed herewith as **Annexure VII**.

**Z** Under Section 13 of Real Estate (Regulation and Development )Act, 2016 and Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, the Developer is required to execute a written Agreement for sale of said Unit / Flat to the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908;



NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. The Purchaser is aware that at present the UDCPR rules are not applicable in the area under PMRDA. Therefore the Developer is constructing the building C in phase wise manner. In First Phase the Developer shall construct Basement + Ground + Podium 1 + Podium 2 + 6 floors in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. The approved plan has been seen separately and approved by the Purchaser and further that the Purchaser has also seen the plans and location of the buildings. Further that the Purchaser have also seen the tentative plans of the building C which shall be construct in II phase. In Second Phase the Developer shall construct additional upper 14 floors on and above 6<sup>th</sup> floor of Building C after utilising total buildable potential as per UDCPR. In future after consuming total potential of the land the building C shall be plan and construct up to 20 floors. Therefore Building C will be planned + Ground + Podium 1 + Podium 2 + 20 upper floors subject to applicable of UDCPR in PMC. The Purchase is well aware about the same and they have no objection to construct additional upper floors in II phase. The Purchaser is also aware that the construction of upper floors shall be depending upon the applicability of UDCPR rules. The Purchaser shall not be entitled to make any grievance in future, if the Developer could not construct the additional floors on the building C in phase II.

Provided that the Developer shall have to obtain prior consent in writing to the Purchaser/s in respect of variations or modifications which may adversely affect the Tenement of the Purchaser/s except any alteration or addition required by any Government authorities or due change in law and or any minor changes or modifications or alterations as may be required due to architectural and/or structural reasons duly recommended and verified by the architect or structural engineer after proper declaration and intimation to the Purchaser.

2. The Purchaser/s hereby agrees to purchase from the Promoter/Developer and the Promoter/Developer hereby agrees to sell to the Purchaser/s one Tenement (Unit) No. .... of the carpet area admeasuring ..... sq. meters on ..... floor in the building/Wing ..... along with (hereinafter referred to as "the Tenement") as shown in the Floor plan thereof hereto annexed and marked **Annexure II** for the consideration of Rs. .... including Rs. .... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (The price of the Tenement including the proportionate price of the limited common areas and facilities and parking spaces should be shown separately).
3. The Developer shall allotted open/covered car parking on first come first serve basis. Accordingly the purchaser has selected open/covered car parking space No. \_\_\_\_\_.
4. The total aggregate consideration amount for the tenement including garages/car parking spaces is thus Rs. \_\_\_\_\_/-

5. The Purchaser/s has paid on or before execution of this agreement a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (not exceeding 10% of the total consideration) as Earnest Money Deposit of application fee and hereby agrees to pay to that Developer the balance amount of purchase consideration of Rs .....( Rupees ..... ) in the following manner :-

Sr. No.	PARTICULARS OF INSTALMENT	%	AMOUNT (RS.)
1	Booking	10 %	
2	Agreement	15 %	
3	Plinth	10 %	
4	3 <sup>rd</sup> Slab (Podium 1)	10 %	
5	5 <sup>th</sup> Slab (1 <sup>st</sup> floor)	10 %	
6	7 <sup>th</sup> Slab (3 <sup>rd</sup> floor)	10 %	
7	9 <sup>th</sup> Slab (5 <sup>th</sup> floor)	10%	
8	Brick work/Int. Plaster	5%	
9	External Plaster and Plumbing	5%	
10	Sanitary fittings	5%	
11	Lift & Electric work	5%	
12	Possession	5%	
13	<b>TOTAL</b>	<b>100%</b>	

The Purchaser herein shall pay the aforesaid consideration to the Developers herein on due date or within 7 (seven) days from the Purchaser receiving the written intimation from the Developers calling upon the Purchasers to make the payment. Payment in time is the essence of the contract.

6. The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer by way of GST Value Added Tax, Service Tax, 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 Developer) up to the date of handing over the possession of the [Tenement].
7. 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 Developer undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer

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 Purchaser/s, which shall only be applicable on subsequent payments.

8. The Developer shall confirm the final carpet area that has been allotted to the Purchaser/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. The said carpet area shall confirm by the Purchaser. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchaser/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 Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Developer shall demand that from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 2 of this Agreement.
9. The Purchaser/s authorizes the Developer 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 Developer may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Developer to adjust his payments in any manner.
10. The Developer 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 Tenement to the Purchaser/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the Tenement.
11. Time is of essence for the Developer as well as the Purchaser/s. The Developer shall abide by the time schedule for completing the project and handing over the [Tenement/Plot] to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in clause 6 herein above. ("Payment Plan") The Purchaser herein shall not be entitled to claim possession of the said premises until the completion certificate in respect of the premises is received by the Developer from PMRDA or PMC or any local authority and the Purchaser herein have paid all dues payable under this agreement in respect of the said flat to the Developer and is/are not guilty of breach of any of the terms and conditions of this agreement.
12. The Developer hereby declares that the Floor Space Index available as on date in respect of the said land is 16712.38 square meters only and

Developer has planned to utilize Floor Space Index of 38884.14 square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Unified Development Control and Promotion 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 Developer has disclosed the Floor Space Index of 38884.14 square meters as proposed to be utilized by him on the said Land in the said Project and Purchaser/s has agreed to purchase the said Tenement based on the proposed construction and sale of tenements to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only. The Developer has disclosed the particulars of the present sanctioned FSI/built up area and that will be got sanctioned in future as mentioned above in recitals. Also the purchaser has agreed to purchase the said flat with acceptance of all changes in the infrastructure, amenities and building of the project, which will be done by the Developer in future.

- 13.** The Developer hereby agrees that he shall, before handing over possession of the Tenement to the Purchaser/s and in any event before execution of a conveyance of the said structure of the said Building to be constructed on the said land ( hereinafter referred to as " the Society" ) make full and true disclosure of the nature of his title to the said structure of the said Building as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said structure of the said Building, and shall, as far as practicable, ensure that the said structure of the said building is free from all encumbrances and that the CONSENTING PARTIES have absolute, clear and marketable title to the said building, so as to enable him to convey the said structure to the said Society with absolute, clear and marketable title on the execution of a conveyance of the said structure of the said building by the Developer in favour of the said Society, within two months of obtaining occupation certificate /completion certificate in respect of the said building or wing or on receipt of minimum of 60% of the total Purchaser/s in such a building have taken possession and the Developer has received the full consideration of such Purchaser/s whichever is earlier.
- 14.** The Developer hereby agrees that he shall, before handing over possession of the said Land to the Apex Body formed of all the Society as its members, and in any event before execution of a conveyance of the said Land in favour of a Apex Body to be formed by the society formed for each of the building to be constructed on the said land (hereinafter referred to as " the Apex Body" or "Federation") make full and true disclosure of the nature of his title to the said Land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Land, and shall, as far as practicable, ensure that the said Land is free from all encumbrances and that the CONSENTING PARTY/ the Developer has/have absolute, clear and marketable title to the said Land, so as to enable him to convey the said Land to the said Apex Body/Federation with absolute, clear and marketable title on the execution of a conveyance of the said Land by the Developer in favour of the said Apex Body/Federation, within three months of registering the society of the Tenement Purchaser/s(s) of the building constructed on the said Land.

- 15.** The Purchaser/s agrees to pay to the Developer interest at 12% interest per annum on the defaulted amount, as prescribed under RERA Act on all the amounts which become due and payable by the Purchaser/s to the Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser/s(s) to the Developer.
- 16.** Without prejudice to right of Developer to charge the interest in terms of sub clause (i) above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Developer shall be entitled at his own option, to terminate this Agreement:

Provided that, Developer shall give notice of fifteen days in writing to the Purchaser/s by email at the email address provided by the Purchaser/s of his 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 Purchaser/s fails to rectifies the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement and upon termination of this Agreement the Developer, shall be at liberty to dispose of and sell the Tenement to such person and at such price as the Developer may in his absolute discretion think fit.

Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer) within a period of six months of the termination, the instalments of sale price of the Tenement which may till then have been paid by the Purchaser/s to the Developer but the Developer shall not be liable to pay to the Purchaser/s any interest on the amount so refunded.

The Purchaser is aware that depending upon various promises and assurances given by the Purchaser, the Developer 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 Purchaser for any reason whatsoever, the Developer in addition and without prejudice to other remedies and rights and towards reimbursement and damages, shall suffer losses and hardship and work may be affected. Therefore in the event of this Agreement being terminated by the Purchaser for any reason whatsoever, the Developer shall be entitled to retain as per following:

In case the Purchaser desire to cancel the booking an amount mentioned in the Table hereunder written\* would be deducted and the balance amount due and payable shall be refunded without interest within 45 days from the date of receipt of the letter from Purchaser requesting to cancel the said booking.

Sr No.	If the letter requesting to cancel the booking is received	Amount to be deducted
1	Within 15 days from issuance of the allotment letter;	Nil
2	Within 16 to 30 days from issuance of the allotment letter;	1% of the cost of the said unit
3	Within 31 to 60 days from issuance of the allotment letter;	1.5% of the cost of the said unit.
4	After 61 days from issuance of the allotment letter	2% of the cost of the said unit.

\* The amount deducted shall not exceed the amount as mentioned in the table above.

In this case reduction in price of the flat will be considered as damages/loss of the Developer in addition to other loss and expenses. Thus in case of termination of this agreement for any reason, GST and/or other taxes paid shall not be refunded by the Developer to the Purchaser.

In the event the Developer shall not refunded the amount of consideration within 45 after above deductions from the date of receipt of the letter from the Purchaser requesting to cancel the said booking, the Purchaser shall be entitled to receive the balance amount after deduction with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent from the Developer.

- 17.** The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particulars like brand, or price range (if unbranded) to be provided by the Developer in the said building and the Tenement are those that are set out in **Schedule 'E'** annexed hereto.

If any extra fittings, fixtures, and /or amenities are required by the Purchaser then the Purchaser shall inform in writing to the Developer and if it possible for the Developer, then the Developer herein at his sole discretion may provide the same, provided the Purchaser accepting the cost/price of such extra amenities and undertake to pay or deposit the same prior to the commencement of such extra work and such additions bills raised by the Developer shall be final.

- 18.** The Developer shall give possession of the Tenement to the Purchaser/s on or before \_\_\_\_\_. If the Developer fails or neglects to give possession of the Tenement to the Purchaser/s on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the Tenement with interest at the same rate as may mentioned in the clause 6 herein above from the

date the Developer received the sum till the date the amounts and interest thereon is repaid.

Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of Tenement on the aforesaid date, if the completion of building in which the Tenement is to be situated is delayed on account of –

- a. non-availability of steel, other building material, water or electric supply ;
- b. war, civil commotion or act of God ;
- c. any notice, order, rule, notification of the Government and/or other public or competent authority/court, Environment Authority, Authority under mines and minerals, collector, or any disputes or matters relating to the property pending final determination by the courts or any other authorities.
- d. Changes in any Rules, Regulations and Bye-Laws of various statutory bodies and authorities from time to time then affecting the development and the project.
- e. Delay in grant of any sanction of plan, NOC/Permission/Licensee connection/installation of any services such as lifts, electricity and water connections and meters to the Scheme, Road NOC or completion certificate from appropriate authority.
- f. Delay or default in payment of dues by the allottee under these present.
- g. Any act beyond the control of the Developer
- h. Force Majeure.

**19. Procedure for taking possession –**

The Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [Tenement/Plot], to the Purchaser/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Developer shall give possession of the [Tenement] to the Purchaser/s. The Developer agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Developer or association of Purchaser/s, as the case may be. The Developer on its behalf shall offer the possession to the Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project.

- 20.** The Purchaser/s shall take possession of the Tenement within 15 days of the Developers giving written notice to the Purchaser/s intimating that the said Tenements are ready for use and occupation.

**21. Failure of Purchaser/s to take Possession of [Tenement/Plot]:**

Upon receiving a written intimation from the Developer as per clause 10, the Purchaser/s shall take possession of the [Tenement/Plot] from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the [Tenement/Plot] to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in clause 21 such Purchaser/s shall continue to be liable to pay maintenance

charges as applicable however that the Developer shall be entitled to terminate this agreement for the reason of Purchaser failing to act as above.

In the event the Purchaser fails to take possession of the said premises as stated herein above, the same shall be constructed as a breach of the terms and conditions of this Agreement and that the Purchaser shall be liable to pay maintenance charges, taxes etc as applicable.

The Parties hereto specifically agree and covenant that the common amenity and facilities agreed to be provided by the Developers shall be provided at the end of the project and the Purchaser shall at no point of time raise any dispute thereto or object in any manner to take possession of the said premises.

- 22.** If within a period of five years from the date of handing over the Tenement to the Purchaser/s, the Purchaser/s brings to the notice of the Developer any defect in the Tenement or the building in which the Tenement are situated or the material used therein, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Purchaser/s(s) compensation for such defect or change. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under section 72 of the Real Estate (Regulation and Development) Act 2016.

Provided however, that it is agreed that the prescribed liability period under the Act shall be deemed to have commenced from the date of obtaining the completion certificate or from the date on which the Developer has given the necessary intimation under this clause whichever is earlier.

Provided further that the Purchaser shall not carry out any alternations of whatsoever nature in the said flat or in the fittings therein, in particular it is hereby agreed that the Purchaser shall not make any alternations in any of the fittings, pipes, water supply connections or any of the erection in the bathroom as this may result in seepage of the water. If any of such works are carried out without written consent of the Developer, the defect liability automatically shall become void. Further the Purchaser shall be liable of paying damages, if any to purchaser/user of the flat below.

The Purchaser shall not damage, take support of any RCC members like RCC columns, RCC beams, or RCC slabs or make changes therein or affect the same in any manner without taking specific permission in writing from the Developer.

The Purchaser specifically agrees not to undertake any additions/alternations without take specific permission in writing from the Developer. The Purchaser also agrees not to change/alter position of the



signage. No encroachment, on atrium, refuge area, passage stair etc; will be allowed. The Purchaser shall occupy/display his material, within boundaries of his/her flat only. On no account goods are to overflow on common areas.

- 23.** The Purchaser/s shall use the Tenement or any part thereof or permit the same to be used only for purpose of residence for carrying on any industry or business. He shall use the parking space only for purpose of keeping or parking the Purchaser/s's owned vehicle.

The Developer shall not be responsible and or liable for any nuisance and disturbance caused by any occupants, occupying any tenement in the project after the respective tenement has been handed over to such purchaser of the tenement by the Developer.

- 24.** The Purchaser/s along with other Purchaser/s(s)s of Tenements in the building shall join in forming and registering the Society to be known by such name as the Developer 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 the 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 Developer within seven days of the same being forwarded by the Developer to the Purchaser/s, so as to enable the Developer to register the common organization of Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies, as the case may be, or any other Competent Authority.
- 25.** The Developer shall, within six months of registration of the Society, as aforesaid, cause to be transferred to the society all the right, title and the interest of the CONSENTING PARTIES and/or the owners in the said structure of the Building or wing in which the said Tenement is situated.
- 26.** The Developer shall, within three months of registration of the Societies as aforesaid, cause to be transferred to the Societies all the right, title and the interest of the CONSENTING PARTIES and/or the owners in the said land on which the building with multiple wings or buildings are constructed.
- 27.** Within 15 days after notice in writing is given by the Developer to the Purchaser/s that the Tenement is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Tenement) of outgoings in respect of the said 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 said land and building/s. Until the Society is formed and the said structure of the building/s or wings is transferred to it, the Purchaser/s shall pay to the

Developer such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser/s's share is so determined the Purchaser/s shall pay to the Developer provisional monthly for a period of \_\_\_\_ months calculated at Rs. \_\_\_\_\_+GST in advance at the time of taking possession of the tenement. The amounts so paid by the Purchaser/s to the Developer shall not carry any interest and remain with the Developer until a conveyance of the structure of the building or wing is executed in favour of the society as aforesaid. On such conveyance 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 Developer to the Society, as the case may be. It is agreed that the non-payment or default in payment of outgoings on time by Purchaser/s shall be regarded as the default on the part of the Purchaser/s and shall entitle the Developer to terminate this agreement in accordance with the terms and conditions contained herein. The Purchaser undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever. The maintenance charges shall be only towards the common areas and amenities and payment of bills for common water pumps/lights, etc and general maintenance of garden, open space, etc AMC for lifts and other equipments, etc and provision of security services. It is specifically agreed between the parties that the Developer is not responsible/liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold units in the said building.

28. The Purchaser/s shall pay to the Developer a sum of Rs.\_\_\_\_\_/ - for meeting all legal costs, deposits, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Developer in connection with formation of the said Society and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.
29. At the time of registration of conveyance of the structure of the building or wing of the building, the Purchaser/s shall pay to the Developer, the Purchaser/s' share of stamp duty and registration charges payable, by the said Society on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance of the said Land, the Purchaser/s shall pay to the Developer, the Purchaser/s' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said Land to be executed in favour of the Apex Body or Federation.
30. **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**  
The Developer hereby represents and warrants to the Purchaser/s as follows:
  - a. The Developer has clear and marketable title with respect to the said Land; as declared in the Title Report annexed to this agreement and has the requisite rights to carry out development upon the said Land

and also has actual, physical and legal possession of the said Land for the implementation of the Project;

- b. The Developer 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;
  - c. There are no encumbrances upon the said Land or the Project except those disclosed in the title report;
  - d. There are no litigations pending before any Court of law with respect to the said land or project.
  - e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said building/wing 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 Project, said Land and said building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building/wing and common areas;
  - f. The Developer 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 Purchaser/s created herein, may prejudicially be affected;
  - g. The Developer 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 Land, including the Project and the said [Tenement/Plot] which will, in any manner, affect the rights of Purchaser/s under this Agreement;
  - h. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said [Tenement] to the Purchaser/s in the manner contemplated in this Agreement;
  - i. At the time of execution of the conveyance deed of the structure to the association of Purchaser/s the Developer shall handover lawful, vacant, peaceful, physical possession of the common area of the Structure to the Association of the Purchaser/s;
  - j. The Developer 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;
  - k. 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 Developer in respect of the said Land and/or the Project except those disclosed in the title report.
- 31.** The Purchaser/s/s or himself/themselves with intention to bring all persons into whosoever is hands the Tenement may come, hereby covenants with the Developer as follows :-
- a. To maintain the Tenement at the Purchaser/s's own cost in good and tenantable repair and condition from the date that of possession of the Tenement is taken and shall not do or suffer to be done anything in or

to the building in which the Tenement 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 Tenement is situated and the Tenement itself or any part thereof without the consent of the local authorities, if required.

- b. Not to store in the Tenement 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 Tenement 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 building in which the Tenement is situated, including entrances of the building in which the Tenement is situated and in case any damage is caused to the building in which the Tenement is situated or the Tenement on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- c. To carry out at his own cost all internal repairs to the said Tenement and maintain the Tenement in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Tenement is situated or the Tenement 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 Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d. Not to demolish or cause to be demolished the Tenement 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 Tenement or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Tenement is situated and shall keep the portion, sewers, drains and pipes in the Tenement 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 Tenement 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 Tenement without the prior written permission of the Developer and/or the Society or the Limited Company.
- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Tenement is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Tenement in the compound or any portion of the said land and the building in which the Tenement is situated.
- g. Pay to the Developer within fifteen days of demand by the Developer, 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 Tenement is situated.

- h. 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 Tenement by the Purchaser/s to any purposes other than for purpose for which it is sold.
- i. The Purchaser/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 Tenement until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has intimated in writing to the Developer and obtained the written consent of the Developer for such transfer, assign or part with the interest etc.
- j. The Purchaser/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 Tenements 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 Purchaser/s shall also observe and perform all the stipulations and conditions lay down by the Society/Limited Company/Apex Body/Federation regarding the occupation and use of the Tenement 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.
- k. Till a conveyance of the structure of the building in which Tenement is situated is executed in favour of Society/Limited Society, the Purchaser/s shall permit the Developer 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.
- l. Till a conveyance of the said Land on which the building in which Tenement is situated is executed in favour of Apex Body or Federation, the Purchaser/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land or any part thereof to view and examine the state and condition thereof.
- m. Not to obstruct the development work for any reason and in any way.
- n. In the event of the Developer carrying out any work of additions and/or alternations as per instructions of the Purchaser to keep the Developer harmless and indemnified from all or any actions if taken any person or authority or incidentals thereof. The Developer shall not be bound to obtain completion /occupation certificate as per such additions or alternations which work shall be done by the Purchaser at his own costs and risk.
- o. If the Purchaser shall desire to fit grill to the balconies or windows then he/she shall do so only after completion of the entire project without disturbing the external homogeneity, beauty and building elevation and obtaining written consent of the Developer and at

- his/her own costs and responsibility and only as per the designs and specifications approved by the Developer.
- p. Till a separate electric meter or a water meter installed by the MSEDCL/PMC the Purchaser herein agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her flat.
  - q. After possession if the Developer is required to carry out repairs, leakage of water, then the purchaser herein shall permit to carry out such type of repairs/leakage without delay.
  - r. The Purchaser shall not visit during the construction work on site before prior permission of the Developer due to safety reason. If any accident or injury happens on site then the Developer shall not be responsible for any harm be caused on site. The Developer reserves its rights to prohibit the Purchaser or any person visiting the site or their flat for any reason including safety, nuisance etc; and decision of the Developer shall be final.
  - s. The Purchaser shall keep the building clean and maintain to the extent of his/her flat. The Purchaser shall not abstain from doing any act which will affect the beauty, grandeur and peace of the building. The Purchaser shall not cause any nuisance to other Purchasers and the Developers in any manner whatever.
  - t. The Purchaser shall not use elevator for transportation of material to be taken for the purpose of any work by the Purchaser or his workers appointed.
  - u. The Purchaser shall not erect dish or other antennae outside the flat which shall be erected only on the roof of the building in the place designated for the same by the Developer.
  - v. The Purchaser or any other tenement holder in the building or ad-hoc committee of the society shall have no right to demand any amount from the Developer herein in respect of unsold tenements/building towards the maintenance charges or proportionate share in the common expenses etc or any amount under the head of donation or transfer charges.

If the Purchaser fails to comply/act as above or breaches any terms, the Developer shall be entitled to terminate this agreement.

- 32.** The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 33.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Tenements or of the said Plot and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Tenement hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the said structure of the building is transferred to the Society/Limited

Company or other body and until the said Land is transferred to the Apex Body /Federation as hereinbefore mentioned.

**34. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Developer executes this Agreement he shall not mortgage or create a charge on the [Tenement] 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 Purchaser/s who has taken or agreed to take such [Tenement].

**35. It is agreed by and between the Parties as under:**

- i) The name of the Project will be **"FRESHIA IDENTITY"**. The Purchaser's Co-operative Society/ Limited Company Condominium of Apartment Holders as the case may be shall not change, alter or modify the said name without the prior written consent of the Developer at any time.
- ii) The Developer has given inspection of all the documents to the Purchaser as required by law. The Purchaser shall not be entitled to challenge the title of the consenting party and the right of the Developer in respect of the said land. The Developer shall be at liberty to sell, assign or transfer or enter in to joint venture/partnership or mortgage or demerge or convert itself to another entity having different name or otherwise deal with its title and interest in the said land and building to be constructed without affecting the rights granted in favour of the Purchaser in respect of their flat agreed to be purchased by him/her as per the terms of agreement at any stage during the project. The Purchaser has hereby given their irrevocable consent thereof.
- iii) The Purchaser hereby irrevocable empower the Developer as power of attorney holder of the purchaser to execute any document, letter, etc thereby permitting the Developer to utilize balance FSI, Additional FSI, Premium FSI, Ancillary FSI and TDR to revise the layout and building plan from time to time to avail benefits and get the plans sanctioned, to give consent for mortgage of the said land by the Developer. To do all acts, deeds, things at the discretion of the Developer without affecting the rights of the Purchaser to the flat.
- iv) The Purchaser is aware that the PMRDA/PMC may not be able to supply adequate drinking water throughout the year and the Developer shall not be responsible for short fall of water, electricity. In that case until the society formation, the Developer shall help to provide required quantity of water by purchasing as per availability. All costs thereof shall be borne by the Purchaser and the Developer shall not be liable to bear the cost thereof.
- v) If any work to be carried out by the component authority, after obtaining completion then in that case the Purchaser along with

other purchaser shall bear their costs and the Developer shall not be liable or responsible for such a cost.

- vi) It is specifically understood that the brochure published as an advertisement material, sales plans and brochures or the same flats contain various features to increase the aesthetic value only and are not facts and are not agreed to be provided. These features/amenities are not agreed to be developed or provided by the Developer. The concept tenement made by the Developer may contain many civil and furniture upgrades to increase the aesthetic value only and is not facts and are not agreed to be provided by the Developers and the same are not standard amenities which are agreed to be provided.
- vii) The Purchaser has hereby irrevocably authorised the Developer to prepare the layout and building plan of the said land and to submit the same to the component authority and obtain sanction, to revise the plans and for the said purposes to sign all plans, applications, statements, consents etc without in any manner making the Purchaser liable for any costs.
- viii) The Purchaser has read the terms of the Development Agreement and other agreements in between the Developer and Consenting Party and Purchaser agrees that this agreement is subject to the said terms and also bind on him.
- ix) The Developer shall be entitled to use the additional FSI /TDR, Ancillary FSI, Premium FSI on the said building as and when the same is permitted by the Component Authority. The Purchaser has hereby given his irrevocable consent to revise the plan after utilising entire FSI and get them sanctioned from Component Authority. The Purchaser is well aware that after utilising the entire FSI, on the said building then it will becomes multi storied building and the Developer is free to sale the tenements as per their choice.
- x) The Purchaser hereby irrevocably authorises the Developer to represent him before the government authority in all matters regarding assessment of property tax, MSEDCL, ULC officials etc. The Purchaser hereby gives his irrevocable consent for revision of layout and building plan and modified the same as per the choice of Developer.
- xi) It is specifically agreed that even if the Society of all the unit holders is formed and complete the conveyance then the Developer will not be liable to pay transfer fees, entrance fees or any other fees, common expenses, maintenance charges in respect of unsold flats in the said building.
- xii) The Developer shall develop the Open Space No. 2 and construct the club house for building B only i.e. the use of club house is limited to the members of building B only. Moreover the Developer will provide roof top facility for Building C which will be constructed on Building C. The said facility will provide by the Developer without any contribution. Moreover the Open Space No. 2 is common for building B & Building C excluding the club house which shall be constructs on the open space for building B only. The Purchase is well aware about the same and he is ready to use the said roof top facility provided by the Developer.



- xiii) The Developer has already surrendered the 18 Meter RP Road in the layout in favour of PMRDA and avail benefits of FSI thereof. The Purchaser shall not be entitled to claim any interest therein. Amenity Space in the layout retain by the Developer.
- xiv) It is hereby made clear that as stated herein above the flat holders of the said building shall be a Co-operative Housing Society to be formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960.

### **36. BINDING EFFECT**

Forwarding this Agreement to the Purchaser/s by the Developer does not create a binding obligation on the part of the Developer or the Purchaser/s until, firstly, the Purchaser/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 Purchaser/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developer. If the Purchaser/s(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 7(Seven) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

### **37. ENTIRE AGREEMENT**

This Agreement, along with its schedules, 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 tenement/plot/building, as the case may be.

### **38. RIGHT TO AMEND**

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

### **39. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/S / SUBSEQUENT 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 Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the [Tenement], in case of a transfer, as the said obligations go along with the [Tenement] for all intents and purposes.

### **40. 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.

#### **41. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s(s) in Project, the same shall be the proportion which the carpet area of the [Tenement] bears to the total carpet area of all the [Tenements] in the Project.

#### **42. 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.

#### **43. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser/s, in after the Agreement is duly executed by the Purchaser/s and the Developer 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.

**44.** The Purchaser/s and/or Developer shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

**45.** That all notices to be served on the Purchaser/s and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Developer by Registered Post A.D/ Speed Post A.D. at their respective addresses and/or Notified Email ID specified below:

Name of Purchaser/s

(Purchaser/s Address)

Notified Email ID:\_\_\_\_\_

M/s Developer name

(Developer Address)

Notified Email ID: \_\_\_\_\_

It shall be the duty of the Purchaser/s and the Developer 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 Developer or the Purchaser/s, as the case may be.

#### **46. JOINT PURCHASER/S**

That in case there are Joint Purchaser/s all communications shall be sent by the Developer to the Purchaser/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 Purchaser/s.

#### **48. STAMP DUTY CALCULATION**

- 1) Location \_\_\_\_\_
- 2) Lift is provided \_\_\_\_\_
- 3) Floor of the said Unit \_\_\_\_\_
- 4) Built-up area of the said Unit \_\_\_\_\_ sq.mtrs.
- 5) Terrace Attached \_\_\_\_\_ sq.mtrs.
- 6) Enclosed Balcony \_\_\_\_\_ sq.mtrs.
- 7) Covered Car Parking Space \_\_\_\_\_ sq.mtrs.
- 8) Market Rate for said Unit \_\_\_\_\_sq.mtrs.
- 9) Market value of the said Unit \_\_\_\_\_
- 10) Market value of the attached terrace \_\_\_\_\_
- 11) Market value of the car Parking \_\_\_\_\_
- 12) Total market value \_\_\_\_\_
- 13) Consideration as per Agreement \_\_\_\_\_
- 14) Stamp duty paid on \_\_\_\_\_
- 15) Stamp duty amount \_\_\_\_\_

Any deduction of an amount made by the Purchaser regarding TDS as may be required under the law for the time being in force while making any payment to the Developer under this Agreement shall be deemed to have been paid by the Purchaser and received by the Developer, only after original TDS certificate matching with income tax site. Such certificate shall be given by the Purchaser after end of financial year on or before 30<sup>th</sup> April or before possession of the flat whichever is earlier. Non compliance of the terms shall be treated as non payment by the Purchaser and the Developer shall be entitled to charge interest as per Income Tax. Without prejudice to its other rights and at its discretion if the certificate is not produced, the Purchaser shall on demand pay equivalent amount as interest free deposit with the Developer, which deposit shall be refunded by the Developer after produce the certificate from the Purchaser. Provided that in case the Purchaser fails to produce certificate within period of 4 months, the Developer shall be entitled to appropriate the said deposit against the receivable from the Purchaser.

#### **47. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune courts only will have the jurisdiction for this Agreement. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act 2016 and The Maharashtra Ownership Flats Act 1963 and the rules made there under.

#### **SCHEDULE A**

All that piece and parcel of the land admeasuring about 14050sq.mtrs consisting of the following lands situated Village Sus, Taluka Mulshi, District Pune within the limits of Grampanchayat Sus

<b>Survey No.</b>	<b>Area</b>
S. No.29 H. No.1	154.54 Sq.mtrs
S. No.29 H. No.2	213.46 Sq.mtrs
S. No.30 H. No.1	4098.00Sq.mtrs
S. No.32 H. No.1	4600.00 Sq.mtrs
S. No.32 H. No.2	4984.00 Sq.mtrs
<b>Total</b>	<b>14050.00 Sq.mtrs</b>

and aforesaid lands are bounded as under:

East	:	S.No.29 Hissa No.1 & 2.
West	:	S. No. 33, Sus.
North	:	Part of S.No.29/1 & 29/2, Sus and S.No.28.
South	:	18 meter wide road.

### **SCHEDULE B**

Area adm. 9035.25 sq.mtrs. over which Building A & Building B are constructed and Building C is proposed and the said areas is having Survey No.29/1&2(P)/30/1(P)/32/1&2/A/2.and aforesaid lands are bounded as under:

East	:	S.No.29 Hissa No.1 & 2.
West	:	Amenity Space
North	:	Part of S.No.29/1 & 29/2, Sus and S.No.28.
South	:	18 meter wide road.

### **SCHEDULE C**

An area admeasuring 6717.29 sq.mtrs. from the area which is more particularly described in Schedule I hereinabove written over which already building B has been constructed and Building C is proposed from which the flat is being agreed to be sold to the purchaser and aforesaid lands are bounded as under:

East	:	Building A
West	:	Amenity Space
North	:	Part of S.No.29/1 & 29/2, Sus and S.No.28.
South	:	18 meter wide road.

### **SCHEDULE D**

#### **OPEN SPACE NO.2**

Area adm. about 701.68 sq.mtr. being Open Space for building B and Building C and the said area is having Survey No.29/1&2(P)/30/1(P)/32/1&2/A/4 and aforesaid lands are bounded as under:

East	:	Building B
West	:	Building C
North	:	S.No.28, Sus
South	:	18 meter wide road.

### **SCHEDULE-E**

#### **Description of the allotted unit to Purchaser**

- 1) Unit / Flat No. :
- 2) Building No. : C Building
- 3) Type : \_\_\_\_ BHK
- 4) Floor : \_\_\_\_ Floor
- 5) Carpet Area : \_\_\_\_\_sq. mtrs.
- 6) Attached Terrace : \_\_\_\_\_ mtrs.
- 7) Parking : No.\_\_\_\_\_
- 8) Total Area considered for payment of Stamp Duty: \_\_\_\_\_ sq.mtr

1. Open Space shown as described in Schedule D is common for the Purchaser of B and C Building.
2. Staircase/s landings of all buildings is for the common use of the occupants and/or the Allottees in the respective buildings.

1. Drainage and water line network and septic tank.
2. Plants and trees planted or to be planted in the open space around the building/s.
3. Electric meters and water meter connected to common lights water connections, pump sets, etc.
4. Light points on the internal road, light points outside the building and in the staircase/s as well as in car park.
5. Overhead water tank and underground water tank shall be common along with the pump set.
6. Right to use internal roads, drainage lines, water lines, service lines.
7. Separate Club House is provided for occupiers of B and C Building.

All areas etc. which are not covered under the aforesaid head common area and facilities are restricted areas and facilities and Developer shall have exclusive rights to sell or transfer, Convey, allot the same in part or in full to any buyer of unit etc. or to convert the Restricted Area into common area or vice-versa.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND  
SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND  
THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED ]  
by the within named Developer ]  
**M/s. Kundan Mehta Kenjale Joint Venture,**  
Through its members:  
1. M/s. G. M. Kenjale Constructions Pvt. Ltd.  
Through its Directors  
Mr.Milind Prabhakar Kenjale,

38

through its authorized Partner  
Mr. Dhanesh Dilip Mehta,

**PARTY OF THE FIRST PART**

SIGNED, SEALED AND DELIVERED       ]  
by the within named Purchaser       ]  
\_\_\_\_\_                                       ]

**PARTY OF THE SECOND PART**

SIGNED, SEALED AND DELIVERED       ]  
by the within named Consenting party       ]  
no. 1 to Consenting Party No. 6  
through their Power of Attorney Holder  
**M/s. Kundan Mehta Kenjale Joint Venture,**  
Through its members:  
1.       M/s. G. M. Kenjale Constructions Pvt. Ltd.  
          Through its Directors  
          Mr.Milind Prabhakar Kenjale,  
  
2.       Kundan Mehta Associates,  
          through its authorized Partner  
          Mr. Dhanesh Dilip Mehta,

**PARTY OF THE THIRD  
PART TO PARTY OF THE  
SIXTH PART**

In the Presence of

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

**Annexure I**  
  
Title Report

## **Annexure II**

Floor Plan of the unit/flat

## **Annexure III A**

7/12 extract of land bearing old S. No. 29 Hissa No. 1  
 7/12 extract of land bearing old S. No. 29 Hissa No. 2  
 7/12 extract of land bearing old S. No. 30 Hissa No. 1  
 7/12 extract of land bearing old S. No. 32 Hissa No. 1  
 7/12 extract of land bearing old S. No. 32 Hissa No. 2

## **Annexure III B**

7/12 extracts of new S. No. 29/1&2(P)/30/1(P)/32/1&2/A/1  
 7/12 extracts of new S. No. 29/1&2(P)/30/1(P)/32/1&2/A/2  
 7/12 extracts of new S. No. 29/1&2(P)/30/1(P)/32/1&2/A/3  
 7/12 extracts of new S. No. 29/1&2(P)/30/1(P)/32/1&2/A/4  
 7/12 extracts of new S. No. 29/1&2(P)/30/1(P)/32/1&2/A/5

## **Annexure IV**

The copy of the sanctioned layout dated 27/05/2022 approved by Pune Metropolitan Regional Development Authority

## **Annexure V**

The copy of the commencement Certificate No. 1094 dated 27/05/2022 from Pune Metropolitan Regional Development Authority

## **Annexure VI**

The copy of NA Order dated 16/02/2015 from Hon'ble Collector Pune

## **Annexure VII**

RERA Registration Certificate

## **Annexure – VIII**

Specification of the Unit / Flat agreed to be purchased by the Purchaser, as proposed by the Developer.

## **SPECIFICATIONS**

- R.C.C Frame structures
- A.A.C Block masonry

## **KITCHEN**

- Grey colour kitchen platform and stainless steel sink with service platform.
- Dado tile glazed on kitchen platform up to lintel level.
- Exhaust fan point

## **TOILETS**

- Concealed plumbing
- Designers tiles up to door height in all toilets.
- Hot and cold mixer unit for all shower areas.
- Jaquar Continental or equivalents make C.P. Fittings in all toilets and kitchen.



- Wash basin and provision for washing machine point.
- Counter wash hand basin in master bedroom toilet.

### **FLOORING**

- 2'x 4' Vitrified tiles flooring for entire flat.
- Anti-skid ceramic flooring for toilets.
- Rustic finish anti-skid tiles for attached Balcony.

### **WINDOWS**

- Powder coated aluminum windows with mosquito net.
- M.S. Grill from inside for safety.
- Steel Grey Granite or marble windows sills.

### **DOORS**

- Wide wooden frames for all doors except toilets
- Granite door frames for toilets.
- Decorative main door
- Exhaust fan points in Toilets.

### **ELECTRIFICATION**

- Concealed copper wiring.
- Earth Leakage Circuit Breaker for safety.
- Modular switches of reputed make
- T.V. & Telephone point in living and master bedroom.
- Provision of A.C. point in all bedrooms.
- Lift with genset backup