

AGREEMENT

This Agreement made at.....this.....day of..... in the year Two Thousand and

BETWEEN

M/S. REMONESA ENTERPRISES LLP (Pan No. AARFR8423M), A partnership firm, registered under the provisions of Indian Partnership Act, 1932, having its regd. Office at S-2, Second Floor, Artha Vishwa Building, Lane No. 5, Koregaon Park, Pune 411 001 through its **partner MR. MOHAN KALLARAM AGARWAL**, Age 63 years, Occupation Business, Address as above,

hereinafter referred to as "**THE PROMOTER**" (Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said partnership firm, its present and future partners, their respective legal heirs, successors, legal representatives, in-interest-attorneys, nominees, legatees, executors, administrators, assignees etc.) **OF THE FIRST PART.**

A N D

1. **Mr./Mrs.** _____
Pan No. _____
Age ____ years, Occupation _____
Residing at _____.

2. **Mr./Mrs.** _____
Pan No. _____
Age ____ years, Occupation _____
Residing at _____.

hereinafter referred to as "**THE ALLOTTEE/S**" (Which expression shall unless repugnant to the context or meaning thereof shall mean and include all his/her/their legal heirs, executors, administrators and assignees etc.) **OF THE SECOND PART.**

A N D

M/S. D. S. KULKARNI DEVELOPERS LTD., (Pan No. AAACD6413H), A Company, registered under the provisions of Companies Act, 1956, having its registered office at 1187/60, Jangli Maharaj Road, Shivajinagar, Pune 411 005, having **CIN : L45201PN1991PLC063340** through its duly constituted **power of**

attorney holder and as Chairman and Managing Director **MR. DEEPAK SAKHARAM KULKARNI**, Age about 67 years, Occupation Business, (POAH Reg.No. 6169/2011 dated 27/05/2011, Sub-Registrar Haveli No. 10) through his authorised signatory/power of attorney holder and President **MRS. HEMANTI DEEPAK KULKARNI**, Age about 59 years, Occupation Business, Address as above, (POAH Reg.No. 5179/2014 dated 19/06/2014, Sub-Registrar Haveli No. 11), Through Power of Attorney Holder :- **M/S. REMONESA ENTERPRISES LLP (Pan No. AARFR8423M)**, A partnership firm, registered under the provisions of Indian Partnership Act, 1932, having its regd. Office at S-2, Second Floor, Artha Vishwa Building, Lane No. 5, Koregaon Park, Pune 411 001 through its partner **MR. MOHAN KALLARAM AGARWAL**, Age 63 years, Occupation Business, Address as above, Hereinafter referred to as the said **“CONSENTING PARTY” OF THE THRID PART.**

WHEREAS:

WHEREAS, all those pieces and parcels of the lands lying and situated at village Kondhwa Khurd, Taluka Haveli, District Pune, within the local limits of Pune Municipal Corporation and also within the jurisdiction of Sub-Registrar, Haveli, bearing **i)** Survey No. 37/23 admeasuring area 00 H. 63 R., **ii)** Survey No. 37/24 admeasuring area 00 H. 67 R., **iii)** Survey No. 37/25 admeasuring area 00 H. 55 R., **iv)** Survey No. 37/33 admeasuring area 00 H. 40 R., **v)** Survey No. 37/33/1 admeasuring area 00 H. 05 R., **vi)** Survey No. 37/34 admeasuring area 00 H. 77 R., **vii)** Survey No. 37/37B admeasuring area 00 H. 37 R., **viii)** Survey No. 37/38 admeasuring area 00 H. 81 R. **and ix)** Survey No. 37/39 admeasuring area 01 H. 69 R., (hereinafter referred to as **“the larger property”**) was owned by 1) Mr. Ramchandra Shripati Parge (for self and karta of HUF), 2) Mrs. Lata Ramchandra Parge, 3) Mr. Waman Ramchandra Parge, 4) Mrs. Monali Waman Parge, 5) Mr. Dhawaljeet Waman parge, 6) Mr. Satpal Ramchandra Parge, 7) Mrs. Sarika Satpal Parge, 8) Mrs. Ashwini Rohit Dhere, 9) Mr. Laxman Shripati Parge, 10) Mrs. Shalini Laxman Parge, 11) Ms. Monali Laxman Parge, 12) Ms. Dalini Laxman Parge, 13) Mr. Ranjeet Laxman Parge, 14) Smt. Draupadabai Shripati Parge, 15) Mrs. Saraswati Bapusaheb Ghawate, 16) Mrs. Leela Sudam Kalbhor (hereinafter jointly and collectively referred to as **“the original land owners”**) as their partly joint family properties and partly self acquired properties. However they did not partition their ancestral properties and thus they had held the ancestral properties jointly;

AND WHEREAS, the larger property being included in residential zone, the land owners submitted returns u/s. 6(1) of Urban Land (Ceiling & Regulation) Act, 1976 before the then Competent Authority, Pune Urban Agglomeration, Pune under ULC Case No. 639-JO in which the then Hon. Competent Authority, Pune

Urban Agglomeration, Pune pleased to pass an order whereby declaring that the declarants do not hold surplus vacant land in the extent of ceiling limits;

AND WHEREAS, the land owners amalgamated the larger property and prepared private layout carving out therein various sizes of plots, internal roads, open space, amenity space etc. and out of such private layout, the said land owners granted development rights in respect of area admeasuring about 1,00,000 Sq.Ft. i.e. 9290.2 Sq.Mtrs. or thereabout and more specifically marked as Plot (B) in the said amalgamated layout carved out of Survey No. 37/24 and 37/25 of village Kondhwa Khurd, Taluka Haveli, District Pune, being part and parcel of the private layout unto and in favour of D.S.Kulkarni Developers Ltd. i.e. the consenting party herein by way of development agreement dated 21/12/2004 which is duly registered in the office of Sub-Registrar Haveli No. 12 Pune at Serial No. 5654/2004 (hereinafter referred to as **“the said development agreement”**) coupled with irrevocable power of attorney which is also registered in the office of Sub-Registrar Haveli No. 12 Pune at Serial No. 5655/2004 (hereinafter referred to as **“the said power of attorney”**);

AND WHEREAS, the original land owners executed separate supplementary agreement for the additional area of 12053 Sq.Ft. in favour of consenting party herein on 16/07/2005 which is duly registered in the office of Sub-Registrar Haveli No. 12 Pune at Serial No. 4405/2005 dated 16/07/2005 (hereinafter referred to as **“the said supplementary agreement”**) coupled with power of attorney which is also registered in the office of Sub-Registrar Haveli No. 12 Pune at Serial No. 4406/2005 dated 16/07/2005 (hereinafter referred to as **“the said 2nd power of attorney”**);

AND WHEREAS, in meantime, the original land owners submitted the private layout for necessary approval and sanction from Pune Municipal Corporation and accordingly after due compliances from the original land owners, the Pune Municipal Corporation approved the private layout initially prepared by the original land owners by its commencement certificate no. DPO/10399/F/KK/127 dated 17/03/2006 whereby the portion of area granted for development and construction by the original land owners to the consenting party herein by way of said development agreement was delineated and marked as Plot No. (B) as per sanction layout. However, as per the final sanction layout obtained from Pune Municipal Corporation, the area of Plot No. (B) is shown as 1,12,053 Sq.Ft. i.e. approx. 10409.98 Sq.Mtrs. or 01 H. 05 R. or thereabout comprising of S.No. 37/24(Part) admeasuring 00 H. 59 R. and S.No. 37/25 (Part) admeasuring 00 H. 46 R. of village Kondhwa Khurd, Tal. Haveli, Dist. Pune and more particularly

described in **Schedule (I)** hereunder written (hereinafter referred to as “**the said plot**”);

AND WHEREAS, on the strength of said development agreement and power of attorney, the consenting party herein prepared building plans comprising of Building/Wing Nos. (A) to (H) on the said plot and the said plans have been sanctioned and thereafter revised from time to time and approved by Pune Municipal Corporation. The details are as follows :-

Sr. No.	CC.No.	Date	No. of Flats sanctioned	FSI sanctioned (sq.mtrs.)	Particulars
1.	CC/4596/0 5	29/03/2006	82	6985.19	Sanctioned Building/Wing Nos. (A) to (G) and shown proposed Building (H)
2.	CC/0555/0 6	10/05/2006	110	9320.34	Sanctioned addition 28 flats for Building/Wing Nos. (A) to (G) and shown proposed Building (H)
3.	CC/1883/0 6	30/08/2006	110	9309.11	Revised the Sanctioned FSI to 9309.11 instead of 9320.34
4.	CC/3542/0 8	07/03/2009	110	9348.09	Sanctioned Building/Wing Nos. (A) to (G) and shown proposed Building (H)
5.	CC/1845/0	07/09/2009	Club House	156.15	Sanctioned Club

	9				House
6.	CC/2108/1 4	14/10/2014	154	12910.99	Owner availed entire potential of Plot (B) such as permissible TDR/balance unutilized FSI and got sanctioned Building/Wing (H)

AND WHEREAS, the Hon. Collector Pune (Revenue Branch) was pleased to grant N. A. Permission for an area of 10409.98 Sq.Mtrs comprising of S.No. 37/24 admeasuring 6700 sq.mtrs. and S.No. 37/25 admeasuring 5500 sq.mtrs. of village Kondhwa Khurd vide its order no. PRH/NA/SR/149/2006 dated 26/07/2006;

AND WHEREAS, the consenting party, i.e. the party of the third part herein on the strength of rights acquired under the afore said development agreement and supplementary agreement, commenced the construction work of proposed Building/Wing Nos. (A) to (G) as per sanction building plans of PMC dated 29/03/2006, 10/05/2006 and 03/08/2006 respectively as mentioned above;

AND WHEREAS, in the meantime, in terms of the said development agreement and said supplementary agreement, the said original land owners conveyed/transferred the said Plot No. (B) admeasuring 1,12,053 Sq.Ft. i.e. approx. 10409.98 Sq.Mtrs. or 01 H. 05 R. or thereabout comprising of S.No. 37/24(Part) admeasuring 5900 sq.mtrs. and S.No. 37/25(Part) admeasuring 4600 sq.mtrs., of village Kondhwa Khurd, Tal. Haveli, Dist. Pune and more particularly described in **Schedule (I)** unto and in favour of consenting party i.e. the party of the third part herein by way of sale-deed dated 17/04/2008 which is duly registered in the office of Sub-Registrar Haveli No. 11 Pune at Serial No. 4058/2008. That the consenting party hereby assured and indemnified that the consenting party has paid the entire agreed consideration of the said plot which is part and parcel of the larger property to the original land owners and the original land owners therein admitted and acknowledged the same and thus there are no dues outstanding towards consideration. And as such the consenting party herein the party of the third part became the absolute owner and well sufficiently entitled to the said plot and entitled for the development and construction of Building/Wing Nos. (A) to (H) as sanctioned by Pune Municipal Corporation being the absolute owner;

AND WHEREAS, the original land owners executed separate correction deed on 23/12/2008 in favour of the said consenting party herein i.e. the party of the third part and said correction deed is duly registered in the office of Sub-Registrar Haveli No. 12 Pune at Serial No. 9309/2008 dated 23/12/2008 and on the strength of afore said sale-deed dated 17/04/2008 and subsequent correction deed dated 23/12/2008, the name of the party of the third part has been entered in record of rights as the owner of the said plot i.e. Plot No. (B) admeasuring 1,12,053 Sq.Ft. i.e. approx. 10409.98 Sq.Mtrs. or 01 H. 05 R. or thereabout comprising of S.No. 37/24 (Part) admeasuring 00 H. 59 R. and S.No. 37/25 (Part) admeasuring 00 H. 46 R. of village Kondhwa Khurd, Tal. Haveli, Dist. Pune and as mentioned in **Schedule (I)** by mutation entry no. 16814 dated 01/07/2010;

AND WHEREAS, the said consenting party i.e. the party of the third part herein completed the construction of Building/Wing Nos. (A) to (G) i. e. **Phase – I** along with common areas and amenities such as club house, open space, children’s play area, open amphi theatre etc. and also provided all the required common facilities and services for all the building/wing nos. (A) to (H) i. e. **Phase – I and II** of the entire layout such as internal roads, access, electrical lines, water lines, water storage, drainage lines, telephone lines, transformer, generator etc. in accordance with the sanctioned plans of Pune Municipal Corporation and obtained completion certificates from PMC from time to time in the following manner :-

Sr. No.	Completion Certificate No.	Date	Total Tenements
1.	00526	09/03/2009	56
2.	00543	04/08/2009	46
3.	00544	01/10/2009	07
4.	00728	03/05/2010	01
5.	00733	09/07/2010	Club House

AND WHEREAS, **Phase I** of DSK Garden Enclave Scheme was completed in all respect and possession to flat holders was handed over.

AND WHEREAS, the consenting party herein were entitled to use, utilize, consume the entire potential of the said plot by loading balance unutilized FSI, TDR as permissible to the said plot and thus the consenting party i.e. the party of

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the third part herein acquired and purchased TDR of an area admeasuring 38213 sq.ft. i.e. 3550.07 sq.mtrs. from ABIL Infra Projects Ltd. by way of Deed of Transfer dated 21/02/2014 for Phase II of DSK Garden Enclave which is duly registered in the office of Sub-Registrar Haveli No. 10 Pune at Serial No. 2023/2014 dated 21/02/2014 for sanction of Building/Wing no. (H) i.e. for Phase II;

AND WHEREAS, the consenting party i.e. the party of the third part herein loaded the afore said purchased TDR, unutilized balance FSI, etc. of the total layout including the then entire permissible potential as per DC rules and regulations in respect of the said plot and got sanctioned total 154 flats for Building/Wing Nos. (A) to (H) along with total 154 covered/uncovered car parkings as per the revised building plan duly approved by Pune Municipal Corporation vide commencement certificate no. CC/2108/2014 dated 14/10/2014;

AND WHEREAS, the consenting party i.e. the party of the third part had commenced the construction work of phase II of building/wing no. (H) as per sanctioned plan of PMC and obtained plinth checking certificate from PMC dated 08/09/2015 under no. PCC/0658/15. That the consenting party i.e. the party of the third part herein has completed RCC work upto seventh floor and partly brick work upto three floors of building/wing no. (H). That the consenting party i.e. the party of the third part herein hereby state and declare that they have paid all the necessary expenses, charges, professional fees etc. till date in respect of the construction of the said building/wing no. (H) and there are no any liabilities of whatsoever in nature regarding the same;

AND WHEREAS, the said consenting party i.e. the party of the third part prepared scheme for formation of DSK Garden Enclaves Co-op. Housing Society Ltd. and submitted the same to Co-operative Registrar, Pune City (4) Pune wherein the consenting party i.e. the party of the third part stated and declared that out of the total sanctioned buildings for housing scheme of DSK Garden Enclaves, the consenting party has constructed and completed the Building/Wing Nos. (A) to (G) comprising of 110 flats and have sold/handed over the tenements therein to various purchasers by various agreements and thus submitted proposal for formation of society for the 110 tenement holders of Building/Wing Nos. (A) to (G) along with 44 tenements of proposed **Phase II** Building/Wing No. (H) i.e. all together total 154 flats of Building/Wing Nos. (A) to (H). Accordingly the proposal of the consenting party i.e. the party of the third part was accepted by the authority and the society has been formed under the name and style as DSK Garden Enclaves Co-operative Housing Society Ltd., which is registered under the provisions of Maharashtra Co-operative Societies Act, 1960 under Reg.No.

PNA/PNA(4)/HSG/(TC)/17433/2015-2016, dated 16/03/2016 (hereinafter referred to as **“the said society”**);

AND WHEREAS, in the above circumstances, the consenting party i.e. the party of the third part herein is well sufficiently entitled to construct, develop and/or sell/transfer/assign the development and construction rights of FSI admeasuring to the extent of 3562.90 sq.mtrs. sanctioned for Building/Wing No. (H) **i. e. phase II** of comprising of total 44 flats along with right to use, utilize, consume the entire potential including balance/unutilized FSI/FAR/TDR (if any) pertaining to the said plot i.e. Plot No. (B) and more particularly described in **Schedule (II)** hereunder written out of total 154 flats as sanctioned under CC. No. 2108/14 dated 14/10/2014 and along with exclusive right to use and/or allotment of unallotted balance covered/uncovered car parkings out of total 154 car parkings as sanctioned under CC. No. 2108/14 dated 14/10/2014 and together with grant of right to use common areas and amenities such as club house, open spaces, children’s play area, open amphi theatre etc. and also the required common facilities and services for all the building/wing nos. (A) to (H) of the entire layout such as internal roads, access, electrical lines, water lines, water storage, drainage lines, telephone lines, transformer, generator etc. (hereinafter the sanctioned FSI of building/wing no. (H) comprising of total 44 flats + unallotted covered/uncovered car parkings + right to use common areas, amenities and the services provided etc. are collectively and jointly referred to as **“the said property”**);

AND WHEREAS the consenting party i.e. party of the third part executed development agreement along with power of attorney in respect of construction of building ‘H’ which is partly constructed by consenting party as per the sanctioned plan by Pune Municipal Corporation under Commencement Certificate No. 2108/14 dated 14/10/2014 for an area admeasuring **3562.90** sq.mtrs. alongwith right to use parking spaces and amenities as mentioned in the **Schedule (II)** written hereunder.

WHEREAS by an Agreement dated 31st day of March 2017/Power of Attorney dated 31st day of March 2017 executed between **M/S. D. S. KULKARNI DEVELOPERS LTD.** (hereinafter referred to as "Consenting party ") of the Third Part and the Promoter of the First Part (hereinafter referred to as "the Development Agreement"), the consenting party granted to the Promoter development rights to the piece or parcel of freehold land lying and being at S.No. 37/24 admeasuring 5900 sq.mtrs. and S.No. 37/25 admeasuring 4600 sq.mtrs. Kondhwa, Khurd in the Registration Sub-District of Haveli admeasuring 3562.90 sq. mtrs, or thereabouts more particularly described in the **Schedule (II)** hereunder written (hereinafter referred to as "the Building No. (H)") and to construct thereon

building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney;

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on partly completed Building No. (H) in accordance with the recitals hereinabove;

AND WHEREAS the Promoter is in possession of the Building No. (H);

AND WHEREAS the Promoter has proposed to complete the construction of the partly completed Building No. (H) comprising of comprising of total 44 flats.

AND WHEREAS the Allottee is offered an Apartment bearing number _____ on the ____ floor, (herein after referred to as the said “**Apartment**”) in the **Building No. ‘H’** (herein after referred to as the said “**Building/ Project**”) being constructed by the Promoter

AND WHEREAS The Promoter has appointed Architect for the said Entire Project inter alia including the said building No. H, ‘Adesign Studio’ for preparation of the layout and drawing of the buildings. The Promoter has also appointed structural engineer ‘JW Consultant LLP’, registered under the Limited Liability Partnership Act, 2008, registered with the Council of Structural Engineers of India and having office at Sai Radhe, office no. 201, 2nd floor, 100 Kennedy Road, Pune 411001, for preparation of structural design/drawings and accepted the professional supervision of such Architect and Structural Engineer till the completion of the said Entire Project inter alia including the said Project. The Promoter has engaged the aforesaid professionals and has hired their professional services, consultations, supervision, etc. till the completion of the said Entire Project inter alia including the said Project, however, the Promoter has reserved its right to change the aforesaid Architect, Structural Engineer, at its inter alia including the said Project and appoint new Architect or structural engineer.sole discretion, if so required, before the completion of the said Entire Project ;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no_____; authenticated copy is attached in Annexure ‘___’;

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said Building No. (H) and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the Building No. (H) on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively;

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C-1**;

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2**;

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure C3 and Schedule (IV)**;

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Building No. (H) and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.

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

AND WHEREAS The Allottee has demanded from the Promoter and the Promoter has given inspection to the Allottee of all the documents of the title relating to the said Project Land, the approvals and permissions, search and title report issued by the advocates of the Promoter, plans, designs and specifications prepared by the Architect and of such documents as are specified under the Real Estate (Regulation & Development) Act, 2016 ("the said Act") and the rules and regulations made thereunder. The Allottee has satisfied himself/herself in respect of the marketable title of the owners to the said Project Land, and the rights and authority of the Promoter. Pursuant to the aforesaid and the due diligence about the disclosures made by Promoter herein, documents, information etc. about the said Project, the Allottee has decided to purchase an Apartment in the said Project and has requested for an allotment of an Apartment No._____, in Building no. H, and the Promoter has accepted the same. Aforesaid Apartment along with the appurtenances thereto is more particularly stated in **Schedule - III** written hereunder and hereinafter referred as the "**Said Apartment**".

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

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee

has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. **Annexure D**;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment) and the covered parking (if applicable)

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

- 1) The Promoter shall construct the said building no. H of Phase-2 consisting of Parking floor and 11 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

2) CONSIDERATION:

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee one **Apartment No.** of carpet area admeasuring _____ **square metres** on _____ **floor** in the **building no. H** of the said Project, herein referred to as "the said Apartment" more particularly described in **Schedule** _____ herein along with the appurtenances thereto, as shown in the Floor plan hereto annexed and marked **Annexure-**_____, for the consideration of **Rs. /- (Rs. _____ Only)** which is inclusive of (i) Rs.

/-, being the proportionate price of the common areas and facilities appurtenant to the said Apartment, the nature, extent and description of the common areas and facilities which are more particularly in **Schedule ____** herein and (ii) the Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered Parking Space No.____ situate at the lower/ground parking floor being constructed in the layout for the consideration of Rs. /-.

3) PAYMENT SCHEDULE:

3.1 The Allottee has paid on or before execution of this agreement a sum of Rs.____/- (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to Promoter the balance amount of **Rs. /-** (Rupees_____ Only) in the following manner:-

- i. Amount of Rs.____/- (not exceeding 30% of the total consideration) to be paid to the Promoter simultaneous the execution of Agreement.
- ii. Amount of Rs.____/- (not exceeding 65% of the total consideration) to be paid to the Promoter on completion of the Seventh floor slab.
- iii. Amount of Rs.____/- (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the Eleventh floor slab.
- iv. Amount of Rs.____/- (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, of the said Apartment.
- v. Amount of Rs.____/- (not exceeding 90% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster.
- Vi Balance Amount of Rs. _____/- against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate which ever is earlier.

3.2 Any deduction of an amount made by the Allottee on account of Tax Deduction at Source ("TDS") as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged/ credited by the Promoter, only upon Allottee submitting the TDS Certificate and provided that the

amount mentioned therein matches with the relevant provisions of law.

- 3.3 Payment of any instalments if made in advance shall be adjusted to the next instalments and no interest shall be paid by the Promoter for such advance payments made by the Allottee or by housing finance companies/bank etc. on behalf of the Allottee.
- 3.4 The total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Goods and Service Tax, and Cess or any other applicable taxes, by whatsoever name called, which may be levied by the local authorities, state government, central government or any other concerned authorities, in connection with the construction of and carrying out the Project payable by the Promoter or levied in respect of the present transaction) up to the date of handing over the possession of the said Apartment and/or otherwise, and the same will be paid by the Allottee from time to time, alongwith each instalment, as and when raised by the Promoter, or as and when become payable.
- 3.5 The total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 3.6 The Promoter has informed to the Allottee that, the construction of the building/s in the said Project as well as the apartments therein will be completed as per situation at the site and the Promoter may carry out more than one work simultaneously or may change the chronology of construction stages. In such an event, the Allottee shall be liable to pay the installment as per the work progress, as stated above.
- 3.7 The Allottee shall pay the aforesaid consideration alongwith all applicable taxes, etc. to the Promoters on due date or within 7 days from the Allottee receiving the intimation in writing on paper or by E-

mail from the Promoters calling upon the Allottee to make the payment. It is clarified that the payment in time is the essence of the contract.

- 3.8 The Promoter informed to the Allottee that, the payment towards the consideration and interest thereon if any has to be made by the Allottee by local Cheques / Demand Draft issued / drawn in the name of **"REMONESA ENTERPRISES LLP A/c No. "**.
- 3.9 Without prejudice to the right of the Promoter to take an action against breach, due to delay in the payment of the installments on the due dates, the Allottee shall be bound and liable to pay interest as per the 'State Bank of India, highest marginal cost of lending rate + 2% per annum' or part thereof at monthly rest, on all the amounts which become due and payable by the Allottee to the Promoter till the date of actual payment, provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of the delay by the Promoter in respect of delay in payments by the Allottee and the Promoter shall be entitled to recover the same, from time to time, or in its entirety before delivery of possession of the said Apartment.
- 3.10 The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 4) Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the said Project and handing over the said Apartment to the Allottee. After receiving the occupancy certificate. Similarly, the Allottee 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 Promoter as provided hereinabove.
- 5) The Promoter shall confirm the final carpet area of the said Apartment and the appurtenances viz. balconies, attached terraces, wash area, garden area, if any more particularly described in **Schedule _____**,

that has been allotted to the Allottee after the construction of the said Apartment is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in carpet area of the said Apartment and the appurtenances, subject to a variation cap of 3%. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee 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 this Agreement.

6) ALTERATION, MODIFICATION IN SANCTIONED LAYOUT, BUILDING PLANS AND CONSTRUCTION:

- 6.1 Subject to the provisions hereof, the Allottee hereby provide his/her/their no objection for variation, alteration and modifications in the sanctioned layout and building plan, including the variations as may be considered necessary or as may be required by concerned development controlling authority / Government etc.
- 6.2 The Promoter has informed the Allottee that, in the sanctioned building plan, the balconies for the said Apartment have been shown separately. However for better utilization of space, the same have been enclosed and amalgamated into the room/s. The aforesaid amalgamation has been duly approved by the concerned development control authority in accordance with the prescribed rules and regulations and the necessary premium has been paid by the Promoter in respect thereof.
- 6.3 The Allottee has been made aware by the Promoter that, the Promoter shall be absolutely entitled to consume/utilize balance FSI of the said Entire Project Land, paid FSI and permissible TDR of the said Entire Project Land and FSI which will be received to the Promoter from the Development Controlling Authority due to any change in FSI policy. The Promoter has reserved its right to consume the same by obtaining sanction for the building plan with vertical changes or otherwise of the building/wings, construction of which yet to be completed as per Layout Plan for the said Entire Project

Land. For the aforesaid purpose, the Allottee, by executing the present Agreement, has given consent and no separate consent will be required.

6.4 In case of any variations or modifications which adversely affects the said Apartment and prior consent of the Allottee is required, the Allottee shall give and the Promoter shall obtain prior written consent from the Allottee in respect of such variations or modifications which adversely affect the said Apartment which the Allottee has agreed to purchase in pursuance of this instrument.

6.5 In the event of any technical or design related requirement, specified by the architect or consultants or execution engineer, or betterment of the said Project, the location/specification of the common facilities and services provided for the said Project, or the said Buildings, are/may required to be changed, then such an event the Allottee shall not raise any objection in respect thereof and the Promoter shall have sole discretion in that regard.

7) DISCLOSER PERTAINING TO FSI UTILIZATION:

The Promoter hereby declares that the Floor Space Index ('FSI') available as on date in respect of the said Entire Project Land is 12911.00 square metres only and the Promoter shall be entitled to utilize additional permitted FSI by availing TDR or FSI available on payment of premiums or FSI available as incentive or FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Entire Project. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said Project is 3562.90 square metres as proposed to be utilized by him on the said Project. The above said FSI may be modified during the construction with possible variation of 5% with the approval of the concerned authorities.

The Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only.

8) TERMINATION OF AGREEMENT:

- 8.1 Without prejudice to the right of the Promoter to charge interest in terms of clause no. 3.9 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned authority and other outgoings) and on the Allottee committing 3 (three) defaults of payments of installments, the Promoter may terminate this Agreement; provided that, the Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD and by e-mail at the address provided by the Allottee, of its intention to terminate this Agreement, by stating specific default, breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement. After giving notice in writing, if the Allottee fails to rectify the default / breach of terms and conditions within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement, and the Allottee shall have only right to receive the refund of the amount paid to the Promoter subject to any deductions as stated herein below and without any interest or compensation, on execution and registration of the Cancellation Deed of the Agreement.
- 8.2 If the Allottee, for any reason whatsoever (without the default of the Promoter), desires to terminate this Agreement / transaction in respect of the said Apartment then, the Allottee shall intimate the same in writing by sending 15 days prior notice to the Promoter. Thereafter, on the terms and conditions contained hereinafter, the Promoter shall be entitled to deal with the said Apartment with the prospective buyers, and the Allottee shall have only right to receive the refund of the amount paid to the Promoter subject to any deductions as stated herein below and without any interest or compensation, on execution and registration of the Cancellation Deed.
- 8.3 It is agreed between the parties hereto that, if the transaction in respect of the said Apartment between the Promoter and Allottee herein is terminated then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee herein shall stand automatically cancelled and either

party have no right, title, interest or claim against each other except as provided hereinafter.

- 8.4 On termination of transaction in respect of the said Apartment as aforesaid the Allottee herein shall be entitled to receive the amount being refund of consideration paid by the Allottee to the Promoter subject to the deductions as under :

8.4.1 In any of the event of termination as stated hereinabove, the Allottee is not entitled to receive refund of the amount paid by the Allottee to the Promoter, on account of Service Tax, VAT, Local Body Tax, GST or any other taxes, Cesses, Stamp Duty, Registration Fee, etc., paid by the Promoter to the respective authorities.

8.4.2 The Promoter shall be entitled to deduct and retain 5% of the consideration amount as stated in clause no. 2 hereinabove as compensation.

8.4.3 If the Allottee availed housing loan against the said Apartment from any Bank / financial institution, etc. then the Allottee is not entitled to receive the aforesaid refund till producing No-Dues Certificate and Release Deed executed by such Bank / financial institution for releasing the encumbrance of loan and interest thereon on the said Apartment. The Promoter shall make the refund as above to such Bank / financial institution on behalf of the Allottee towards outstanding loan, and the Allottee shall be liable for clearing the balance outstanding loan amount, if any.

8.4.4 In the event termination of the present transaction, the Promoter shall be liable to refund the consideration amount as above within thirty days, from the date of termination/cancellation and execution and registration of the deed of cancellation.

- 8.5 Without prejudice to the aforesaid, on termination of this Agreement, the Allottee shall only have right to receive the refund of the aforesaid amount, on execution of the Cancellation Deed (to be executed by the Allottee within 15 days from the receipt of intimation from the Promoter) and all other

rights under this Agreement of the Allottee stand automatically extinguished.

- 8.6 Notwithstanding any of the above clauses, in the event, for any unforeseen reason beyond the control of the Promoter on account of force majeure or acts of God or Government orders/Restrictions/ or any adverse order being passed by any Court of authority and the construction is held up for unpredicted time and due to that the Promoter is unable to give possession of the said Apartment on due date as mentioned in Clause No. 9 herein below, the Allottee will be entitled to terminate this agreement by issuing proper letter in writing and on receiving such intimation, the Promoter shall refund the entire amount received towards consideration under this agreement along with simple interest at the rate of 'State Bank of India, highest marginal cost of lending rate + 2%' per annum or part thereof at monthly rest from the dates the amounts are received, within 30 days and on the Allottee executing Cancellation Deed and producing No-Dues Certificate and Release Deed executed by such Bank / financial institution for releasing the encumbrance of loan and interest thereon on the said Apartment, if any availed by the Allottee.
- 8.7 Notwithstanding anything contented hereinabove, it is agreed and understood by and between the parties that, after issuing the notice and acceptance thereof by the other party, with particular date for refund of amount and in case of termination of this Agreement as aforesaid, after sending the notice of termination, if the Allottee fails to attend the execution and registration of the deed of cancellation, the Promoter shall not liable to pay any interest in respect thereof for the amount of refund to be paid by the promoter to the Allottee.

9) COMPLETION AND DELIVERY OF POSSESSION:

- 9.1 The Promoter shall give possession of the said Apartment to the Allottee on or before **31st December 2019** provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of said Apartment on the aforesaid date, if the completion of the said Apartment is delayed on account of force majeure conditions:-

i. War, civil commotion or act of God.

ii. Any notice, stay order from any court or any other order, rule, notification of the Government, any direction from the Development Controlling Authority or Competent Authority as to mandatory change in construction.

It is further clarified that the Promoter shall be entitled for an extension of Six months, for delivery of the possession of the said Apartment, beyond the aforesaid date of the possession for the reasons beyond his control apart from the aforesaid *force majeure* conditions.

Subject to the aforesaid, if the Promoter fails or neglects to give possession of the said Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said Apartment with interest at the same rate as mentioned in clause no. 3.9 hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

9.2 The Promoter, upon obtaining the occupancy certificate from the competent authority and the payments made by the Allottee as per the agreement shall offer in writing the possession of the said Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the occupancy certificate in respect of the said Apartment.

9.3 Upon completion of the said Project, the Allottee shall be bound to take the possession of the said Apartment. The Consenting Party herein have already completed the common amenities and facilities of

the said Entire Project, which are already completed are to be shared in common for all phases in the said Entire Project as stated in **Annexure ____**,

- 9.4 After the Allottee is satisfied herself/himself after inspection of the said Apartment, as to the specifications, area etc., the Promoter shall give the possession of said Apartment to the Allottee on payment of all dues payable by the Allottee. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy
- 9.5 Upon receipt of written intimation from the Promoter, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation, as prescribed/may be required by the Promoter, and the Promoter shall give possession of the said Apartment to the Allottee. If the Allottee neglects or fails to take possession within time provided above, then the Allottee shall continue to be liable for payment of maintenance charges as may be applicable, property tax, electricity charges and any other expenses and outstanding in respect of the said Apartment and the promoter shall not be liable for the same.
- 9.6 In the event, Promoter fails to complete the construction of the said Apartment, within the aforesaid period, the Allottee shall be entitled to receive compensation from the Promoter, by way of interest calculated at the rate of 'State Bank of India, highest marginal cost of lending rate + 2%' per annum or part thereof at monthly rest (on the consideration paid till such date) in respect of the said Apartment, from the agreed date of possession (subject to the permissible extension as above), till the construction of the said Apartment is completed and the same is ready for handing over to the Allottee, provided that the Allottee has duly paid the requisite installments of the consideration in time and not committed any breach of this agreement. The aforesaid amount will be duly adjusted/paid at the time of delivery of possession of the said Apartment. It is clarified that the acceptance of the delayed payment made by the Allottee to the Promoter shall not amount to waiver. In the

event, the Allottee has failed to pay the due installment/s on due date, he shall not be entitled to the aforesaid compensation, irrespective of the payment of an interest on delayed installments. It is further agreed between the parties hereto that, after receiving the possession of the said Apartment by the Allottee in pursuance of this clause, the Allottee shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the Promoter.

10) FORMATION OF ORGANISATION AND CONVEYANCE:

- 10.1 The said consenting party herein i.e. the original promoter and builder of the entire project have already formed Co-op Housing Society of all the 8 buildings i.e Building Nos. (A) to (G) consisting of 110 Apartment holders alongwith Building No. H Consisting of 44 Flats all together total 154 flats, as DSK Garden Enclave Co-operative Housing Society Ltd., which was registered under the provisions of Maharashtra Co-operative Societies Act, 1960 under Reg. No. PNA/PNA(4)/HSG/(TC)/17433/2015-2016, dated 16/03/2016 (hereinafter referred to as “the Said Society”); by paying requisite membership fees and share money.
- 10.2 The Allottee has been made aware by the Promoter that, the Promoter shall not form a condominium or company of the apartment holders and have already formed cooperative society as aforesaid, and the Allottee shall not raise any objection in respect thereof and he shall become member of such society.
- 10.3 Within three months of from the date of the receipt of the Occupation Certificate for the said Project the Promoter shall convey to the Society all the right, title and the interest of the Promoter in the said structure of the Building alongwith common amenities and facilities therein, subject to the rights of the Promoter to the unsold Apartments and recovery of all dues of the said Project.
- 10.4 At the time of registration of conveyance of the said Project Land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the Co-operative Housing Society on such conveyance or any document or instrument of

transfer in respect of the said Entire Project Land and the common amenities and facilities to be executed in favour of the Co-operative Housing Society.

11) OBSERVATION OF CONDITIONS:

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned development controlling authority at the time sanctioning the plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee, obtain from the concerned development controlling authority occupation and/or completion certificate in respect of the said Apartment. In addition to the aforesaid, the Allottee shall also observe all development controlling rules and other conditions applicable to the building in which the said Apartment is situated.

12) SPECIFICATIONS AND AMENITIES:

The amenities, fixtures and fittings to be provided by the Promoter in the said Apartment as set out in **Annexure ____** annexed hereto. It is clarified that the fixtures and fittings shown in the mockup/sample flats at site are indicative only and actual installation will be as per the details mentioned in Annexure 3. The Promoter informed to the Allottee that, the Promoter will not entertain any request of the Allottee as to the any extra work, alteration, modification, additions in the said Apartment and the Allottee has agreed and accepted the condition.

13) DEFECT LIABILITY:

13.1 Once, the said Apartment is ready for use and occupation, the Promoter shall send a written intimation/notice to the Allottee, about the same. Thereafter, the Allottee shall be bound to take the possession of the said Apartment within 15 days from receipt of the written intimation/notice. If within a period of five years from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of

service (which shall be ascertained and scrutinized by an independent surveyor to be appointed by the Promoter), then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

13.2 It is clarified that the defect liability of the Promoter for the standard fixtures, fittings in the apartment, machinery including generator set for backup, STP, electric pumps, waste management plants, lifts, security equipment, if any, solar system, if any, etc. will be as per the warranty provided by the respective manufacturer/supplier. The defect liability period shall be deemed to have been commenced from the date of obtaining the completion certificate or from the date on which the Promoter has given the necessary intimation in writing to the Allottee to take over the possession of the said Apartment, whichever is earlier. The Allottee and/or association of the allottees shall execute necessary service and maintenance contracts with respective agencies to ensure the maintenance and upkeep of the aforesaid. If they fail to maintain and upkeep the same, then the Promoter shall not be liable in respect thereof, and it shall not be considered as the defect.

13.3 The Allottee shall not carry out any alterations of the whatsoever nature in the said Apartment or to the civil structures or in the fittings, electrifications, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. Further, the Allottee or Society or anyone through them shall not carry out any structural changes in the building or equipments etc. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

13.4 The defects covered hereinabove shall be restricted to manufacturing/workmanship defects caused by willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of the said Apartment by the Occupants, vagaries of nature etc. The hair cracks appearing in the walls/plaster are possible in normal course of time, hence shall not be construed as manufacturing

/workmanship defects.

14) PAYMENT OF TAXES, CESSSES ETC:-

- 14.1 Allottee shall be liable to bear and pay the applicable taxes viz. Value Added Tax, Service Tax, Local Body Tax, Goods and Service Tax etc., or any other local/state/central law imposing taxes, cess or levies as may be applicable in respect of the present transaction and the Agreement, applicable as on date and as may be applicable from time to time, to the concerned authorities directly, or through the Promoter, as the case may be.
- 14.2 It is further clarified that, after execution of this Agreement, the Service tax, Value Added Tax (VAT), Goods & Service Tax (GST) and LBT and any other taxes increased under respective statute by the central and/or state government and further at any time before or after execution of this Agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the development controlling authority or by any revenue or other authority, in respect of the said Apartment or this Agreement or the transaction, shall exclusively be paid/borne by the Allottee. The Allottee hereby, always indemnifies the Promoter from all such levies, cost and consequences.
- 14.3 From the date of Completion/Occupation Certificate or Allottee starting the use of the said Apartment, whichever is earlier, the Allottee shall be liable to bear and pay all taxes, cesses in respect of the said Apartment and proportionate maintenance charges in respect of the building/s in the said Project and expenses for common facilities such as common light meter, water pump/s expenses for lift, if any etc. and non-agricultural assessment to the respective authorities. But it is agreed between the Parties hereto that, the Promoter shall not be held responsible/liable to pay or share in the aforesaid expenses in respect of unsold apartments.
- 14.4 Notwithstanding anything stated hereinabove, the liability to pay the aforesaid taxes, etc. will be on the Allottee of the said Apartment and if for whatsoever reason respective recovering authority

recovered the same from the Promoter, the Promoter shall be entitled to recover the same from the Allottee and the Allottee shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee in writing. It is further agreed that, the aforesaid encumbrance shall be on said Apartment being first encumbrance of the Promoter.

15) COMMON MAINTENANCE:

Within 15 days after notice in writing is given by the Promoter to the Allottee that the said Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share of outgoings namely local taxes, betterment charges or such other levies by the concerned local authority and/or water charges, Water Tanker 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. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay advance contribution of Rs. 25,000/- towards the outgoings, In the name of DSK Garden Enclaves Co-op. Housing Society Ltd. The Allottee undertakes to pay further monthly contribution and such proportionate share of outgoings as decided by the society regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by the Allottee shall be regarded as the default on the part of the Allottee. It is clarified that the Promoter shall not be liable to pay any maintenance charges for the unsold apartments.

16) SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME:

- 16.1 The Promoter has informed to the Allottee and the Allottee is/are also aware that, the Promoter is developing the scheme with intention to have homogeneity in the scheme as to landscaping, elevation of the building/s, outer colour scheme, terraces, windows and grills etc. and hence the Allottee or any owner or occupier of the apartments in the building shall and will not be entitled to disturb it or to erect any outer expansions by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces.

- 16.2 Further, the Allottee shall observe that, the outlet of rain water / water of adjacent terraces / sit out / roofs shall always have proper flow and should not obstruct the same in any manner. The Allottee shall not store soil or heavy things on terraces.
- 16.3 The plant/ machinery/ equipment provided in the said Project and the building like elevators, electric installation, pumps, filters, fire fighting equipment etc. have to be operated / used by the persons with due diligence and with adequate observance of safety standards. The Allottee and the society formed, shall always ensure that the aforesaid facilities will be maintained periodically by qualified agencies. After handing over the aforesaid facilities to the Society, the Promoter shall not be held responsible in respect thereof, and the society shall set it's own rules and regulations for its use in order to avoid failure, wear and tear due to misuse, injuries and casualties / calamities occurred and any damages of whatsoever nature caused to any person or property.
- 16.4 If the Allottee intends to install window and/or door grills, for security reasons, then the same shall be installed as per the design and specifications provided by the architect of the Promoter and same shall installed from interior side of the said Apartment.

17) CONSENT FOR MORTGAGE:

- 17.1 The Allottee without the written consent of the Promoter shall not be entitled to create any charge or third party interest or any third party rights, on the said Apartment, except for obtaining home loan for the payment of installments to the Promoter as stated hereinabove.
- 17.2 In case after entering into this Agreement, if the Promoter desires to obtain any further project loan or any other type of loan on the said Project (excluding the said Apartment), then the Allottee by executing this Agreement has given his/her irrevocable consent for the same, provided that liability to repay such loan amount and interest thereon shall be only upon the Promoter.

17.3 After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment, and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the rights and interest of the Allottee who has taken or agreed to take the said Apartment.

18) SPECIFIC COVENANTS:

18.1 The Allottee admits and agrees that, after delivery of possession of the said Apartment by the Promoter to the Allottee, it will always be presumed that, the Promoter had discharged and performed all his obligations except conveyance as stated hereto before in favour of such society in which the Allottee will be a member in respect of the said Apartment, under this Agreement and as well as under MOFA and rules made thereunder.

18.2 After the Promoter obtaining the occupation certificate in respect of the said Apartment, the Allottee shall also execute such other documents such as Supplementary Agreement, Possession Receipt, Indemnity, Declaration, Undertaking etc., as may be required by the Promoter.

18.3 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said Project Land and building or any part thereof except the said Apartment. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her.

18.4 Irrespective of the possession of the said Apartment being given to the Allottee, the Promoters rights under this Agreement are reserved for exploiting the potential of the said Entire Project Land and shall subsist and continue to vest in the Promoter till the final conveyance/documents of transfer is executed as aforesaid. The Promoter shall be entitled to execute the conveyance/documents of transfer by reserving such rights.

18.5 Any delay tolerated and/or omission on the part of the Promoter in enforcing the terms and conditions of this agreement or any

forbearance or giving time to the Allottee by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee and the same shall not in any manner prejudice the rights of the Promoter.

18.6 The open spaces provided in the said Project including any balconies or adjacent terrace, shall always be kept open by the allottees and no permanent or temporary construction shall be erected thereon.

18.7 The Allottee shall not indulge in any unauthorized activity which may result into damaging the concealed plumbing, concealed wiring, electrical installations, R.C.C. frame work, damaging the water proofing, and/or tampering with the internal walls, shifting of walls, removal of walls, or chiseling the same, or modifying the windows, or creating additional openings, etc., and/or any such activity/modifications/alterations, which may jeopardize the structural safety and/or damages the apartment/building.

18.8 The parties hereto are well aware that, in sanctioned building plan floor height is shown from bottom of the floor slab and upto the top slab of concern floor/apartment and considering varied thickness of the slab due to RCC design and flooring work, actual usable height may vary than the shown in the plan and considering this aspect, floor to top of the apartment, the height may be about 8'6" to 8'9" and the Allottee has accepted the variation.

18.9 The Allottee hereby covenants and agrees that the consideration agreed is based on the mutual negotiations between the Parties hereto and on the market conditions as on booking date of the said Apartment. The Allottee shall have no right to renegotiate on the agreed consideration, in comparison with the consideration agreed for the other Allottees or otherwise. Further, it is agreed that all previous negotiations, offers, and writings in respect of the said Apartment between the parties hereto stand superseded and the terms and conditions and consideration stated in these present shall prevail.

18.10 The Promoter shall apply to the concerned authorities for

arrangement of water supply, electricity supply and provision of drainage and sewerage and shall apply with requisite deposits and charges etc. In the event any delay occurs or shortfall faced (for the reasons beyond the control of the Promoter) for providing such services from the concerned departments, the Promoter shall not be held responsible for any such delay or shortfall. It is clarified that in the event Allottee needs to apply for obtaining any services independently, then in such case, the Promoter shall not be held responsible in respect thereof.

18.11 The Allottee covenants that the Allottee shall comply with all the rules and regulation pertaining to electrical installations, lifts, generators, fire safety equipment and services, pollution control and general safety equipment and services of the building/s. The Allottee shall with the other owners of the apartment take over the building and the maintenance thereof through the owners Association.

18.12 The Allottee with the other owners of the apartments through the association shall at all times keep the annual maintenance contracts with regards to all safety equipment such as lift, generator, heating and cooling systems, equipment provided for fire safety, pollution control, equipment relating to safety at terrace, walls, claddings, swimming pools and other places, pumps, motors and other equipment valid and shall pay the amounts of annual maintenance contract as and when demanded by the concerned agencies. The Allottee is fully aware that non-payment towards the annual maintenance contracts will adversely affect all the equipment installed by the Promoter/vendor in the building/Project.

18.13 The Allottee along with the other apartment owners at all times maintain all facilities, machinery, equipment installed in the building/said Project and shall ensure that all agreements for maintenance of such equipment, machinery and facilities are entered into, periodically renewed and kept in currency and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof.

18.14 After the maintenance of the building/Project is handed over

to the association that has been formed, the Promoter shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the fire equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The Allottee/Society shall ensure that periodical inspections of all such equipment and facilities are made by them so as to ensure proper functioning of all such equipment.

- 18.15 The Allottee agrees that the parking spaces allotted with the said Apartment shall be used only for parking and for no other purpose including storing of any kind of items, household equipment, furniture, tyres, spares, cans etc.
- 18.16 The Allottee shall not in any manner obstruct or cause obstruction to any of the entries or exits of the building or obstruct any open place meant to be retained as open place or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.
- 18.17 The Allottee, even after receipt of the possession of the said Apartment, shall permit the Promoter, its employees, workman or contractors and other service providers to carry out and complete the remaining work, in the building and the said Project, without, any obstruction and/hindrance of any nature whatsoever.
- 18.18 The Allottee hereby confirms that after completion of the said Project, the Promoter shall be entitled to use or connect the common infrastructure and services, viz. electrical lines, water, sewage, drainage etc., required for the said Entire Project and shall be entitled to use pathways and internal roads, passing through the said Project, for carrying out the remaining work of the said Entire Project.
- 18.19 The Allottee hereby confirms that he shall be solely responsible for compliance with the provisions of Foreign Exchange Management Act, 1999 and such laws, as may be applicable and the rules made thereunder and shall keep the Promoter indemnified.

19) OTHER COVENANTS:

The Allottee hereby further covenants with the Promoter as follows:-

- 19.1 To maintain the said Apartment at the Allottee's own cost in good tenantable repair and condition from the date of possession of the said Apartment is taken and shall not do or cause to be done anything in or to the said Apartment or the building in which the said Apartment is situated, staircase, entrance lobbies or any passage which may be against the rules, regulations or bye laws of the concerned development controlling authority or change/alter or make addition in or to the said Apartment and/or to the building in which the apartment is situated and in or to the said Apartment itself or any part thereof.
- 19.2 Not to store in/outside the said Apartment or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building or storing of such goods is objected to by the concerned authority or any other authority or under any law and shall not carry or cause to carry heavy packages on upper floors, which may damage or likely to damage staircase, common passages, lift / elevator or any other structure of the building including entrances of the building and in case of any damage is caused to the building in which the said Apartment is situated on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for all the consequences of the breach.
- 19.3 To carry at his/her/their own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter. Provided that for the defect liability period such repairs shall be carried out by the Allottee with the written consent and under the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned development controlling authority or other public authority. In the event, the Allottee committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

- 19.4 Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the said Apartment or any part thereof and not to make any addition or alteration in the elevation including doors, windows, railing or to cover the adjacent balcony and dry balcony to create any roof or canopy or enclosures of any sort in any manner or to open any additional door or windows to any outer wall of the apartment and outside colour scheme of the building and shall keep the sewers, drains, pipes, and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC parts or other structural members of the said Apartment or Building.
- 19.5 Not to do or permit to be done any act or thing which may render void or voidable any insurance or whereby any increase in premium shall become payable in respect of the insurance.
- 19.6 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Land and the Building.
- 19.7 To pay the Promoter his share of security deposit demanded by concerned development controlling authority or Government or any other service connection to the building in which the said Apartment is situated, within 15 days of demand by the Promoter.
- 19.8 To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion/occupation certificate in respect of the said Apartment and also any additional increased taxes, insurances etc. which are imposed by the concerned development controlling authority and/or the Government and/or other public authority on account of change of user of the said Apartment by the Allottee viz. user for any purposes other than for residential purposes as shown in the sanctioned plan.
- 19.9 The Allottee shall not let, sub-let, transfer, assign or part with Allottee's interest or benefit factor of/under this agreement or part

with the possession of the said Apartment until all amounts payable by the Allottee to the Promoter under this agreement are fully paid up and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Allottee has intimated in writing to the Promoter and obtained written consent thereof.

19.10 After delivery of possession of the said Apartment by the Promoter to the Allottee in terms of this present, the Allottee for whatsoever reason desire to grant the use of the said Apartment to any third party on leave and license basis or otherwise, prior written consent of the Society in writing shall be required to be obtained by the Allottee as the case may be and further copy of such instrument shall be handed over to the Society as the case may be and further the Allottee herein shall inform to the concerned police station in writing as to the grant of use alongwith the details of the persons who intend to reside / use the said Apartment.

19.11 The Allottee shall observe and perform all the rules and regulations which the Said Society and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said Land and building which is to be constructed thereon and apartments therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned development controlling authority and the Government and other public bodies. The Allottee shall observe and perform all the stipulations and conditions laid down by Bye-laws of the Co-operative Housing Society, the owners of the apartments regarding the occupation and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.

19.12 Till a conveyance of the said Entire Project Land on which the Building in which the said Apartment is situated is executed, in favour of the Society, the Allottee shall permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Apartment and the

said Land and building or any part thereof to view and examine the state and conditions thereof.

19.13 If the Allottee intends to carry out any interior work, modification (not affecting the structure), subject to the terms of the present agreement, then he shall obtain the written permission from the Society, for the same.

20) NAME OF THE ENTIRE PROJECT AND BUILDING/S:

Notwithstanding anything contained anywhere in this agreement, it is agreed between the parties hereto that, the Promoter has decided to have the name of the said Entire Project “**DSK GARDEN ENCLAVE**” and the said Project as “**GARDEN ENCLAVE – H**” and building/s will be denoted by letters and further erect or affix Promoter's name board at suitable places as decided by the Promoter on a building and at the entrances of the scheme. The Allottee or other apartment holders in the building/s or The Said Society are not entitled to change the aforesaid Project name and remove or alter the Promoter's name board in any circumstances.

21) NOTICES:

All notices to be served on the Allottee and if more than one Allottee then on the Allottee No.1 as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee/s as the case may be, under certificate of posting/courier at his/her/their address/es specified in the title of this agreement or at E-mail ID “_____” provided by the Allottee/at the address intimated in writing by the Allottee. It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post AD failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

22) EFFECT OF LAWS:

This Agreement shall always be subject to relevant and applicable provisions of The Real Estate (Regulation and Development) Act 2016, The Maharashtra Ownership Flats (Regulation of the Promotion, of The

Construction, Sale, Management and Transfer) Act, 1963, and the rules made there under.

23) SEVERABILITY:

In the event that any provision of this agreement or any of the conditions of them are declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same are received by either of the parties of any relevant competent authority, the parties shall amend the provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force.

24) FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25) BINDING EFFECT:

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

26) ENTIRE AGREEMENT:

The Promoter has not undertaken any responsibility nor has agreed anything with the Allottee orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, other than the terms and conditions expressly provided under this agreement. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, publicity material like brochure etc., arrangements whether written or oral, if any, including between the Parties in regard to the said Apartment.

27) RIGHT TO AMEND:

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

28) PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

29) JOINT ALLOTTEES:

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

30) JURISDICTION:

This Agreement shall be subject to the jurisdiction of RERA Authority and also subject to the jurisdiction of Courts in Pune.

31) REGISTRATION OF THIS AGREEMENT:

The Allottee shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit

prescribed under the applicable registration laws and the Promoter will attend such office and admit execution thereof, on receiving the written intimation with a copy of registration receipt from the Allottee.

32) PAYMENT OF STAMP DUTY REGISTRATION FEE ETC:

The Allottee shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this Agreement and pro-rata consideration thereof and all other agreements or final conveyance deed which is to be executed by the Promoter in favour of Housing Society in which the Allottee will be a member. The Allottee has paid proper stamp-duty alongwith appropriate registration fees for this Agreement herewith.

As per the Maharashtra Stamp Act 1958 Schedule-I, Article 5 (g-a) (ii), if the Allottee transfers /assigns the rights under this agreement to any subsequent Allottee within a period of 1 year, the Allottee is entitled to get adjusted the stamp duty payable on such transfer/assignment and further as per Maharashtra Stamp Act 1958 Schedule-I, Article 25, Explanation - 1. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoter in favour of the Society in which the Allottee will be the member in respect of the said Apartment.

SCHEDULE-I

(DESCRIPTION OF THE SAID PLOT)

All that piece and parcel of Plot No. (B) admeasuring area 1,12,053 Sq.Ft. i.e. approx. 10409.98 Sq.Mtrs. or 01 H. 05 R. or thereabout comprising of S.No. 37/24 admeasuring 5900 sq.mtrs. and S.No. 37/25 admeasuring 4600 sq.mtrs., carved out of the sanctioned layout of larger property hereinabove mentioned lying and situated at village Kondhwa Khurd, Tal. Haveli, Dist. Pune, within the local limits of Pune Municipal Corporation and also within the jurisdiction of Sub-Registrar Haveli, Pune and the said **Plot No. (B)** is bounded as follows :-

- On or towards EAST** :: By S. No. 37/12 and
20 Mtrs. D. P. Road.
- On or towards SOUTH** :: By 9.15 Mtrs Road and
Plot No. C & D.
- On or towards WEST** :: By Sur. No. 37/27 Kumar Builders.
- On or towards NORTH** :: By Sur. No. 37/22 Kumar Suraksha.

SCHEDULE-II

(DESCRIPTION OF THE SAID BUILDING NO. H)

Right, title, interest, share and claim relating to the construction, development, sell/transfer of FSI admeasuring to the extent of **3562.90** sq.mtrs. sanctioned for Building No. (H) comprising of total 44 flats approved by Pune Municipal Corporation vide commencement certificate no. CC/2108/2014 dated 14/10/2014 and the said building is bounded as follows :-

On or towards EAST :: By DSK Garden Enclave Entrance

Gate, Drive Way (Ramp) Road

On or towards SOUTH :: By 9.15 Mtrs Road.

On or towards WEST :: By Sur. No. 37/27 Kumar Builders.

On or towards NORTH :: By Existing Drive Way, Garden and Club of DSK Garden Enclave

SCHEDULE-III

(DESCRIPTION OF THE SAID APARTMENT)

1. Name of the Project : **GARDEN ENCLAVE BUILDING No. H**
2. **Apartment No.** _____, Situate on _____ **Floor** in **Building No. H**;
3. Apartment Carpet Area admeasuring _____ **square metres** amalgamated balcony area _____ with the permission of Pune Municipal Corporation.
Adjoining balconies admeasuring _____ **square metres**,
4. Adjoining wash area admeasuring _____ **square metres**;

SCHEDULE-IV

- **RCC Frame Structure –**
- **Door:**
 - Main Door: Laminate finish door.
 - Bedroom Doors: Commercial Flush Door.
 - Toilets/Dry Balcony & Top Terrace Doors: Ply Doors.
 - Attached Balcony Doors: Powder coated Aluminium Sliding Doors with Mosquito net / Commercial Flush Door.
- **Door Fittings: Brass/Stainless Steel Fittings.**
- **Windows:**
- **Living & Bedrooms:** Powder coated Aluminium Sliding Windows with Mosquito Net.
- **Kitchen:** Powder coated Aluminium Sliding Windows with Exhaust fan provision.

- **Toilets:** Aluminium Frame with Glass Louvers & Exhaust Fan provision.
- **Windows Sills: Granite Window Sills.**
- **Flooring:**
 - Vitrified flooring: 600mm X 600mm for Entire Flat except Attached Balconies, Dry Balcony & Toilets.
 - Attached Balconies, Dry Balcony & Toilets: 300mm X 300mm Anti-Skid Ceramic Flooring.
- **Kitchen:**
 - Granite Kitchen platform with Stainless steel sink & outlets for Water Purifier.
 - Coloured glazed tile dado up-to 2” ht above Kitchen platform.
- **Toilets:**
 - Concealed plumbing with chromium plated fittings.
 - Hot & Cold Mixing Units for Shower.
 - Coloured Glazed Tile Dado up to lintel level in Toilet
- **Electrification & Cabling:**
 - Concealed copper wiring in entire flat.
 - Provision for Telephone & T.V. Points in Living room
 - Generator Backup for Lifts. Staircase, lobbies
 - Provision for Inverter for each flat.
 - Provision for AC point in Master Bedroom
- **Painting:**
 - Internal: Plastic Emulsion
 - External: Semi Acrylic Paint
- **Water Supply: Water supply through Over Head Water Tank.**
- **Lifts: Lift with auto door floor rescue device.**
- **Entrance Lobby: Well-designed entrance lobbies.**

SCHEDULE-V

(COMMON/LIMITED COMMON AREAS AND FACILITIES)

1. RCC Frame work structure of the buildings.
2. Compound wall & street lights.
3. Drainage and water line work.

4. Electric panel, main cables, electric metres connected to common lights, water connections, pump set etc.
5. Fire fighting system and equipment.
6. Lift / Elevator with lift room, lift well and elevator equipment for each wing /building.

Already Existing Layout Amenities

7. Club House
8. Swimming Pool
9. Gymnasium
10. Party Lawn
11. Children's play area.
12. Indoor Games
13. Pool Side Party deck & Party lawn
14. Well Designed Landscaping.
15. Amphitheatre

16. Other Amenities

- Well Designed Main Entrance gate with security cabin.
- Servant Toilet Facility.

(B) RESTRICTED/LIMITED AREAS AND FACILITIES :-

1. Balcony, Dry Areas, Terraces adjacent, if any, to the Apartments shall be restricted and shall be for exclusive use of such respective Apartment holders.
2. The parking area under stilt / side margin shall be restricted and the Promoter herein shall have exclusive right to allot the same to the tenement holder in the building.
3. All areas which are not covered under aforesaid head "Common Area And Facilities" are restricted areas and facilities which include, the marginal open space, terraces, parking, within the said Project Land and in the building/s which is/are under construction on the said Project Land is reserved and promoter shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of flat Or to convert the Restricted Area into Common Area or vise- versa.

IN WITNESS WHEREOF the parties hereto have set their respective hands hereunder at Pune on the day and year hereinabove first mentioned.

SIGNED, SEALED AND DELIVERED by the within named **THE PROMOTER and CONSENTING PARTY**

Name and Signature of The Promoter	Photo	Thumb Impression
<p>Mr. Mohan Kallaram Agarwal partner of M/s. Remonesa Enterprises LLP and Power of Attorney holder of The Consenting Party.</p> <p>THE PROMOTER and CONSENTING PARTY</p>		

SIGNED, SEALED AND DELIVERED by the within named **Purchaser/s**

Name and Signature of the Purchaser/s	Photo	Thumb Impression
<p>PURCHASER/S</p>		

In the presence of :-

Witnesses :

BOOKING LETTER

From : **Date- DD/MM/YY**

Shri. ----- (Name of Allottee)
----- (Address of Allottee)
----- (Email/ Phone no. Of Allottee)
----- (PAN Card)
----- (Aadhar card)

To :
M/S. REMONESA ENTERPRISES LLP,
A registered Limited Liability Partnership firm, Having its office at –
Off. No. S2, Arthvishwa, Lane No.5, Koregaon Park, Pune-411001.

Sub : Flat No. ----- Building No. ----- of proposed building known as
“Garden Enclave” Situated at S.NO. 37/24 and 37/25, of Division Pune,
village- Kondhwa (Khurd), taluka- Haveli, District – Pune 411048.

Respected Sir,
I/we intended to purchase from you the above referred Flat, and I/we have
received “Copy of Draft of Agreement to Sell” along with enclosures in respect
of the said Apartment, fixtures and fitting of the said Apartment and common
facilities and amenities or common area of the project, and after Studying all
the facts my offer is as under :

No.	Particulars	Amount
1	Apartment bearing No	
2	Carpet area of the Flat	
3	Carpet area Balcony amalgamated with the approval of Pune Municipal Corporation.	
4	Carpet area of attach Balcony	
	Carpet area of attach Dry Balcony	

5	Covered Parking space/s (if any)	
6	Apartment Cost	
7	Stamp Duty	
8	Registration Fees	
9	Goods and Service Tax*	
TOTAL		

*** Applicable Taxes:**

I understand that the Total Agreed Consideration is excluding Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax, and Cess or any other applicable taxes, in respect of the present transaction) and the same will be paid by me/us from time to time, alongwith each instalment.

I also understand that the total negotiated sale consideration has been arrived at, by passing on the benefits of the input credit factoring in the legal framework set out under the Goods and Services Tax, 2016 of mechanism of input credit and antiprofitereing clauses, stipulated there under. The Promoter has already passed on the benefits thereof to me/us by revising the prices. I am fully made aware of this and I/we shall not dispute the same.

I Mr. _____, Mrs. _____

Age : _____ & _____, Occ : _____ PAN NO. _____,
residing at _____ Contact No. _____

I am / we are depositing herewith the amount of Rs. _____/- (Rs. _____
_____) in Cash / by Cheque No. _____
dated _____ drawn on _____ Bank _____
---- Branch _____ with this application as an application money . I/We understand that the Allotment / Agreement and / or booking of the Flat/Apartment shall only by the execution of agreement and passing of the receipt of the application money does not amount of the Allotment / Agreement of the said Flat/Apartment. The entire direction to reject this application without any responsible cause remains with

M/S. REMONESA ENTERPRISES LLP.

If my offer is acceptable by you I shall get the Agreement in respect of the said Flat/Apartment executed and registered from you within period of 30 days from the date hereof . In Such event deposit amount paid as above shall be adjusted towards the total purchase price of the said Apartment

However, in the event you reject my offer or I fail to get the said Agreement executed and resisted within the stipulated period then you are entitled to sell / allot the said Flat/Apartment to any third person without taking any prior consent from me. In such event you will be entitled to refund the said amount without interest by issuing a cheque of the said amount in my name. After stipulated period of 30 days I will not be entitled to make any claim in the aforesaid Flat/Apartment.

In case of cancellation of allotment of the said Apartment by you, as detailed above, you shall be entitled to deduct an amount of **Rs._____/- (Rupees _____ Only)** from the above said Advance payment and refund the balance of the same to us without any interest thereon (said **“REFUND AMOUNT”**)

As we are more than one Allottee, the cheque of the said Refund Amount should be drawn in favour of my Bank Account No. ----- and Bank is ----- . I hereby authorize you to deposit my/our deposit refund to my/our above account .

The submission of this offer letter does not create my/ our rights or interest in the aforementioned Flat/Apartment stated above. I/ we shall have no claim against you ----- incase my / our offer stated herein has not been accepted by you, except to the extent of refund of the amount paid to you for the purpose of booking.

Thanking You,

Yours faithfully.

1 (Name and signature of the Allottee No.1)

2 (Name and signature of the Allottee No.2)