

|| SHREE GAJANAN PRASANNA ||
*** ARTICLES OF AGREEMENT ***

THIS ARTICLE OF AGREEMENT IS MADE AND EXECUTED AT CHAKAN ON THIS _____ DAY OF OCTOBER IN THE YEAR 2026.

BE T W E EN

M/S. SUDARSHAN PROPERTIES,

Pan No. ABKFS8976J

A Registered Partnership Firm Having Office

At –“POORNIMA TOWER” S.S. Road,

Pune – 411037.

Through its partner,

MR. UDAY NANJIBHAI PATEL,

Pan No. AAZPP8679H

Age: 46 Years, Occupation :- Business,

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...HEREINAFTER referred to as “**THE DEVELOPER**”

(which expression shall unless it be repugnant to the context or meaning there of be deemed to mean and include the present partners / proprietor / survivor of survivors of them, their heirs, executors, administrators and assigns.)

...OF THE FIRST PART

AND

1. MR. SACHIN RAMRAO PATIL,

Age: 38 Years, Occupation :- Service

Pan No. BRJPP0779G

Aadhar No. 2141 8670 7886

2. MRS. YOGITA SACHIN PATIL,

Age: 30 Years, Occupation :- Housewife

Pan No. GAFPP0771L

Aadhar No. 7291 7569 3938

BOTH R/AT : GOLD NEST, C WING, FLAT NO. C-605, OPPOSITE DESHMAKH HEIGHTS, CHAKAN - AMBETHAN ROAD, TALUKA KHED, DISTRICT PUNE, MAHARASHTRA – 410501.

...HEREINAFTER called as “**PURCHASER / S**”

(Which expression shall unless repugnant to the context mean and include his / her /their heirs, executors, administrators, and assigns.)

...OF THE SECOND PART

WHEREAS all that piece and parcel of the property bearing Gat No. 1807,1808,1809,1810,1811 NEW (Gat No.3711,3710,3709,3708,3707 OLD) totally admeasuring about 82-R i.e.8200 sq.mtrs. situated at revenue village CHAKAN and which is further more particularly described in schedule I hereunder written belong to MR. SAVATA BABURAO SHEVKARI, MR. VISHWAS SAVATA SHEVKARI, MR. SUDAM SAVATA SHEVKARI, MR. GIRISH RAM GAIKWAD, MR. MAYUR RAM GAIKWAD, MRS. SITA RAM GAIKWAD, MRS. HIRABAI CHANDRAKANT THOMBARE, MR. NAMDEO TUKARAM THOMBARE, MR. BAJAJI RAMBHAJI GAIKWAD, MR. SHANKAR GANPAT SHEVKARI, MR. VIJAY GANPAT SHEVKARI, MRS. SAVITRABAI GANPAT SHEVKARI, MRS. CHAITALI SOMNATH SHEVKARI, MR. SUSHIL SHANKAR SHEVKARI, MR. KALURAM GENBHAU SHEVKARI.

HEREINAFTER referred as the SAID PROPERTY And whereas the above MR. SAVATA BABURAO SHEVKARI, MR. VISHWAS SAVATA SHEVKARI, MR. SUDAM SAVATA SHEVKARI, MR. GIRISH RAM GAIKWAD, MR. MAYUR RAM GAIKWAD, MRS. SITA RAM GAIKWAD, MRS. HIRABAI CHANDRAKANT THOMBARE, MR. NAMDEO TUKARAM THOMBARE, MR. BAJAJI RAMBHAJI GAIKWAD, MR. SHANKAR GANPAT SHEVKARI, MR. VIJAY GANPAT SHEVKARI, MRS. SAVITRABAI GANPAT SHEVKARI, MRS. CHAITALI SOMNATH SHEVKARI, MR. SUSHIL SHANKAR SHEVKARI, MR. KALURAM GENBHAU SHEVKARI entered into a development agreement With above M/S SUDARSHAN PROPERTIES and the development Agreement were registered in the office of the sub-registrar TAL, KHED, MOUJE CHAKAN DIS PUNE, vide document no. 06472-2008 & also registered irrevocable power of attorney vide document serial no. 06473-2008, DT. 26-09-2008.

HEREINAFTER referred as the SAID PROPERTY And whereas the above MR. SAVATA BABURAO SHEVKARI, MR. VISHWAS SAVATA SHEVKARI, MR. SUDAM SAVATA SHEVKARI, MR. GIRISH RAM GAIKWAD, MR. MAYUR RAM GAIKWAD, MRS. SITA RAM GAIKWAD, MRS. HIRABAI CHANDRAKANT THOMBARE, MR. NAMDEO TUKARAM THOMBARE, MR. BAJAJI RAMBHAJI GAIKWAD, MR. SHANKAR GANPAT SHEVKARI, MR. VIJAY GANPAT SHEVKARI, MRS. SAVITRABAI GANPAT SHEVKARI, MRS. CHAITALI SOMNATH SHEVKARI, MR. SUSHIL SHANKAR SHEVKARI, MR. KALURAM GENBHAU SHEVKARI executed Correction Deed in Development Agreement and Power of Attorney With above M/S SUDARSHAN PROPERTIES and the Correction Deed was registered in the office of the sub-registrar TAL, KHED, MOUJE CHAKAN DIS PUNE, vide document no. 4364-2013, DT. 03-06-2013.

HEREINAFTER Mrs. Sanjivani Kashinath Ghodekar given consent to above mentioned Development Agreement and executed Consent Deed in favour of Promoter and Developers at Sr. No. 8355/2015 on dated 23/11/2015 in the office of Sub Registrar Khed. And also executed Power of Attorney in favor of Promoter and Developer at Sr. No. 8356/2015 on dated 23/11/2015 in the office of Sub Registrar Khed.

HEREINAFTER Mrs. Aarti Somnath Shevkari, Mrs. Chaitali Somnath Shevkari given consent to above mentioned Development Agreement and executed Consent Deed in favor of Promoter and Developers at Sr. No. 8760/2015 on dated 17/12/2015 in the office of Sub Registrar Khed. And also executed Power of Attorney in favor of Promoter and Developer at Sr. No. 8761/2015 on dated 17/12/2015 in the office of Sub Registrar Khed.

HEREINAFTER Kum. Aarti Somnath Shevkari become matured and given consent to above mentioned Development Agreement and executed Consent Deed in favor of Promoter and Developers at Sr. No. 1223/2018 on dated 15/03/2018 in the office of Sub Registrar Khed. And also executed Power of Attorney in favor of Promoter and Developer at Sr. No. 1224/2018 on dated 15/03/2018 in the office of Sub Registrar Khed.

AND WHEREAS M/S. SUDARSHAN PROPERTIES, the DEVELOPER has taken permission for the purpose of construction of multistoried buildings on the SAID PROPERTY by submitting the plans / designs pertaining to the same with Chakan Nagar Parishad.

AND WHEREAS as such the said firm with **M/S. SUDARSHAN PROPERTIES** is empowered to carry on the said development work and carry on the said scheme by constructing ownership scheme and are empowered to deal with the PURCHASER on ownership basis on the building to be constructed and to entered into agreement /s with the PURCHASER /s of the FLAT /s and to receive the sale price thereof.

AND WHEREAS the N.A. permission has already been obtained vide sanction by collector, vide order on NA/SR/135/2020 dated 19/08/2020. & MR. SAVATA BABURAO SHEVKARI, MR. VISHWAS SAVATA SHEVKARI, MR. SUDAM SAVATA SHEVKARI, MR. GIRISH RAM GAIKWAD, MR. MAYUR RAM GAIKWAD, MRS. SITA RAM GAIKWAD, MRS. HIRABAI CHANDRAKANT THOMBARE, MR. NAMDEO TUKARAM THOMBARE, MR. BAJAJI RAMBHAJI GAIKWAD, MR. SHANKAR GANPAT SHEVKARI, MR. VIJAY GANPAT SHEVKARI, MRS. SAVITRABAI GANPAT SHEVKARI, MRS. CHAITALI SOMNATH SHEVKARI, MR. SUSHIL SHANKAR SHEVKARI, MR. KALURAM GENBHAU SHEVKARI entered into a development agreement With above M/S SUDARSHAN PROPERTIES. And the development Agreement was registered in the office of the sub-registrar TAL,KHED, MOUJE.CHAKAN DIST. PUNE, vide document no. 06472-2008, DT. 26-09-2008 & also Registered Irrevocable Power Of Attorney vide Document Serial no. 06473-2008 DT. 26-09-2008. and Registered Development Agreement and Power Of Attorney which was duly registered in the office of the sub-Registrar, TAL, KHED, MOUJE,CHAKAN DIST. PUNE, and the above development rights for the above said property and started the construction on the above said property.

AND WHEREAS the DEVELOPER in order to carry on the said development they have entered into standard agreement with architect of chakan, pune who is registered with council of architect and such agreement is as per the agreement prescribed by the council of the architects.

AND WHEREAS the Developer has also appointed Mr. Rohan Karkare & Associates as structural engineer for the preparation of the structural design and drawing of the building and the same professional services will be accepted by the Developer till the Completion of building / buildings.

AND WHEREAS the PURCHASER has demanded from the DEVELOPER and the DEVELOPER has given inspection to the PURCHASER/s of all documents of title relating to the said land, the order the plans, the designs and specifications as prepared by the DEVELOPER's architect and such order documents as specified under the Maharashtra ownership FLAT (Regulation of construction, sale, management and transfer) Act 1963.(hereinafter referred to as the said act) and the rules made thereunder.

AND WHEREAS the copy of certificate of title issued by the Advocate of the DEVELOPER MR. Sanjay Ramdas Gopale, copies of the property card or extract of village forms VI or VII/ XII or any other relevant revenue records showing the nature of the title of the DEVELOPER to the said land on which the FLAT is constructed or are to be constructed and the copies of the Plans and specifications of the FLAT agreed to be purchased by the purchasers approved by the concerned local authority have been annexed hereto and marked as ANNEXURE hereunder respectively.

AND WHEREAS the DEVELOPER has got approved from the concerned local authority the plans, the specifications, elevations, sections and details of SAID BUILDING.

AND WHEREAS while sanctioning the said plans the concerned local authority and or government has laid down certain terms, conditions, Stipulations, and restrictions which are to be observed and performed by the DEVELOPER while developing the said land and the said buildings and upon due observance and performance of which only, completion and occupation certificate in respect of the said buildings shall be granted by the local authority.

AND WHEREAS the Developer has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority bearing Certificate No. P52100034128; 'RERA' shall mean Real Estate (Regulation and Development) Act, 2016 and any amendments made thereto from time to time.

AND WHEREAS the PURCHASER applied to the DEVELOPER for the allotment of **FLAT NO: C-608** on the **SIXTH FLOOR** in the building to be constructed at Gat No. 1807,1808,1809,1810,1811 NEW (Gat No.3711,3710,3709,3708,3707 OLD) being and laying at MOUJE CHAKAN, TAL.KHED, DIST.PUNE.

AND WHEREAS prior to making application as afore side, as required by the provision of the Maharashtra Co-Operative societies Act, 1960, the PURCHASER has declared that, he (PURCHASER)S not a member of a family (family as defined under the urban land (ceiling & regulation act 1976) who have a FLAT, house or building within the limit of PUNE URBAN AGGLOMERATION.

AND WHEREAS replying upon the said application, declaration, and agreement the DEVELOPER has agreed to sell a FLAT to the PURCHASER for **Rs.19,50,000/- (Rupees Nineteen Lakh Fifty Thousand Only)** The PURCHASER has paid to the DEVELOPER a sum of **Rs.10,000/- (Rupees Ten Thousand Only.)**The details of above the received payment as under:-

1. **Rs.10,000/-**

Rs.10,000/- (Rupees Ten Thousand Only)
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Being the PART PAYMENT of the sale price of the said FLAT agreed to sell by the DEVELOPER to the PURCHASER as advance payment Or deposit (there receipt and payment where of the DEVELOPER both hereby admit and acknowledge) and the PURCHASER has agreed to pay to the DEVELOPER the balance of the sale price (and if above post dated cheques amount) in the manner herein after appearing.

AND WHEREAS under section 4 of the said ACT (Registration Act) the DEVELOPER is required to execute a written agreement to sale of the FLAT to the respective FLAT PURCHASER being in fact these presents and also to Register the said agreement under registration act.

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

1. **DEVELOPER TO CONSTRUCT THE BUILDING :**

The DEVELOPER shall construct the said buildings consisting of ground & upper up to **SIX FLOORS** on the said land in accordance with plans, designs, specifications approved by the concerned local authority, and which have been seen and approved by the FLAT purchasers subject to such alterations and modifications as the DEVELOPER may consider necessary or as may be required by the concerned local authorities government to be made in them or any of them.

2. PAYMENT SCHEDULE:

The PURCHASER here by agrees to purchase from the DEVELOPER and the Developer here by agrees to sell one FLAT NO.C-608 in the Building name **GOLD NEST** of **CARPET AREA 440 Sq.Ft. i.e. 40.88 sq.mtrs** on **SIXTH FLOOR** indicated by red marking thereof in the plan annexed hereto and Marked as annexure hereunder in the building(hereinafter referred to As "SAID FLAT" for the total price of **Rs.19,50,000/- (Rupees Nineteen Lakh Fifty Thousand Only.)** the PURCHASER has Paid **Rs.10,000/- (Rupees Ten Thousand Only)** By above mentioned Cheque/ cash/ DD and which amount is received By the DEVELOPER vide **Receipt No – 158** and the PURCHASER Hereby agrees to pay to the DEVELOPER balance amount of purchase Price of **Rs.19,40,000/- (Rupees Nineteen Lakh Forty Thousand Only)**

PAYMENT SCHEDULED

- 1 . Rs. 3,90,000/- Being 20 % at the time on booking.
- 2 . Rs. 3,90,000/- Being 20 % on plinth level.
- 3 . Rs. 1,95,000/- Being 10 % on 1st slab.
- 4 . Rs. 1,95,000/- Being 10 % on 3rd slab.
- 5 . Rs. 1,95,000/- Being 10 % On 5th slab.
- 6 . Rs. 1,95,000/- Being 10 % on 7th slab.
- 7 . Rs. 97,500/- Being 05 % on commencement of Brick work.
- 8 . Rs. 97,500/- Being 05 % on plastering work.
- 9 . Rs. 97,500/- Being 05 % on commencement of Flooring & Electric work.
10. Rs. 97,500/- Being 05 % at the time of possession

PURCHASE VALUE Rs.19,50,000/- (Rupees Nineteen Lakh Fifty Thousand Only)

It is expressly agreed that for each of the above payments TIME is Essence of the contract.

3. OBSERVANCE OF ALL CONDITIONS IMPOSED BY LOCAL AUTHORITY:

The DEVELOPER hereby do agrees to observe, perform and comply with All terms and conditions, stipulations and restrictions, if any, which May have been in posed by the concerned local authority at the time of Sanctioning the said plans or thereafter and shall, before handing over Possession of the said FLAT to PURCHASER, obtain from the concerned Local authority occupation and or completion certificates in respect of The SAID FLAT.

4. F.S.I.:

The DEVELOPER hereby has shown the sanctioned plan to the PURCHASER which shows the floor space index (F.S.I.) available in respect of the said property as shown in the plans, similarly the floor space index, if any, utilized as floating floor space index or any other manner i.e. to say transfer from one property to another property or the floor space index of any other property used by this property is also shown in the plan. In this agreement the word (F.S.I.) or floor space index or floor area ratio (F.A.R.) shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws. However, it is specifically provided that if any additional F.S.I. is allowed by town planning, Chakan Nagar Parishad, or any Government competent authority due to any changes, alterations, amendments in the rules and by laws in relation there to then the said additional F.S.I. will be utilized by the DEVELOPER and shall also be entitled to dispose off the same as per their choice and desire. In such circumstances, the DEVELOPER shall be entitled to consume the said F.S.I. either by constructing additional structures Construction on and above the TERRACE of any building and or by to constructing any other addition to building in the land and or otherwise as per their choice and desire. If in the future, the government authorities may sanction the T.D.R. in respect of the said property and then the DEVELOPER have full rights to utilize the said property or in any other property as he deem fit.

5. DISCLOSURE AS TO TITLE :

The DEVELOPER shall make full and true disclosure of the nature of the Title of the owners to the said property/ land as well as encumbrances, If any, known to the DEVELOPER. The DEVELOPER has also disclosed to the Purchaser the nature of their rights, title, interest or right to construct Building. The DEVELOPER has also given certified true copies of all the Other documents to the PURCHASER as requested the PURCHASER to carry Out inspection by this own advocate and, has also given the Information as required by the purchasers, advocate. The PURCHASER/shaving acquainted himself/ herself/ themselves with all the facts, and the nature of right of the DEVELOPER entered into this agreement. The Purchaser hereinafter shall not be entitled to challenge the title or Question the right of the DEVELOPER to enter into this agreement.

6. INTEREST ON AMOUNT DUE :

The PURCHASER agrees to pay to the DEVELOPER interest at the rates of 21%(TWENTY ONE PERCENT) per annum on all the amounts which Will become due and payable by the purchasers to the DEVELOPER under The terms of this agreement from the date, the said amount is payable By the purchasers to the DEVELOPER till the realization of the due Amount.

7. TERMINATION ON DEFAULT IN PAYMENT AND BREACH OF CONDITIONS

On the PURCHASER committing default in payment on due date of any Amount of the DEVELOPER under this agreement (including his/ her- Proportionate share of taxes levied by concerned local authority and other outgoings) and on the PURCHASER committing breach of any of the Terms and conditions the DEVELOPER shall be entitled at this own option To terminate this agreement. Provided always that the power of Termination herein before contained shall be exercised by the DEVELOPER unless 15 days prior notice in writing of this intention to Terminate this agreement and of the specified breach or breaches of Terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the purchasers in Remediating such breach or breaches within a reasonable time after Giving of such notice. Provided further that upon PURCHASER shall apply For refund and the DEVELOPER shall found to the PURCHASER/s the Installments of sale price of the FLAT which may till then have been Paid by the PURCHASER/s to the DEVELOPER but the DEVELOPER shall not be Liable to pay to the PURCHASER any interest on the amount so refunded Of the aforesaid amount by the DEVELOPER, the DEVELOPER shall be at Liberty to dispose off and shall the SAID FLAT to such person and at Such price as the DEVELOPER may In his absolute discretion think fit.

8. AMENITIES PROVIDED :

The specifications of the SAID FLAT and the fixture, fitting and Amenities to be provided by developers to the SAID FLAT or to the Said building, are as described in the agreement. The PURCHASER shall Not been titled to any extras. If any other extra fittings. Fixtures or Amenities are provided by the DEVELOPER in the request of the Purchaser, then the PURCHASER shall be bound to pay extra price for Such additions.

9. POSSESSION :

The DEVELOPER shall give possession of the SAID FLAT to the Purchaser within 10 months from the date of this agreement and subject To receiving the entire payment of dues under this agreement to the Developer. If the DEVELOPER fails or neglects to give possession of the SAID FLAT To the PURCHASER on account of reasons beyond his limits of the Maharashtra ownership FLAT/ SHOP than the DEVELOPER shall be liable on Demand to refund to the PURCHASER the amounts already received by Him in respect of the SAID FLAT with simple interest at nine percent Per annum from the date the DEVELOPER received the sum till the date of Amounts and interest thereon is repaid, provided that by mutual Consent it is agreed that dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to the competent Authority who will act as an arbitrator. Till the entire amount and Interest thereon is refunded by the DEVELOPER to the PURCHASER, they shall, subject to prior encumbrances if construction or building in which the SAID FLAT is situated. Provided that the Developer shall entitled to reasonable extension of time for giving delivery of SAID FLAT parking area on the aforpside date, if the completion of the Building which the SAID FLAT is to be situated is delayed on Account of :

1. Non availability of steel, cement, other building material, water or Electric supply.
2. War, civil commotion or act of god.
3. Any notice, order rule notification of the government and or other Public or competent authority in respect of and affecting the said Development.

10. DEFECTS OR UNAUTHORIZED CHANGE :

The PURCHASER shall take possession of the SAID FLAT within 15 days Of the DEVELOPER giving written notice by R.P.A.D. to the PURCHASER Intimating that the SAID FLAT is ready for use and occupation Provided that if within a period of three years from the date of handing over the SAID FLAT to the purchasers the PURCHASER brings to the Notice of the DEVELOPER any defect in the SAID FLAT or the building Or any unauthorized change in the construction of the said change shall Be rectified by the DEVELOPER at his own costs and in case it is not Possible to rectify such defects or unauthorized changes in the Construction or the said changes shall be rectified by the DEVELOPER at His own costs, and in case it is not possible to rectify such defects or Unauthorized changes than the PURCHASER shall be entitled to receive From the DEVELOPER reasonable compensation for such defects or Change.

11. PURPOSE:

The PURCHASER shall use the SAID FLAT or any part there or permit The same to be used only for the purpose of Residential use only. Which shall not be a hazard to the dwellers of the said building or Sellers have an objections for the same. All the parking space in the Stilt or in the open space of the premise is owned by the developers. It Is at the discretion of the DEVELOPER as to how much space is to be Demarcated as common parking. All the remaining parking space shall Be at the disposal of the DEVELOPER and DEVELOPER have right to sell and Allot the same as they deem fit.

12. FORMATION OF ORGANIZATION :

The PURCHASER along with other purchasers of the SAID FLAT in the Building shall join in forming and registering the society or cooperative society/ limited company/ condominium of apartment holders etc.To be known by the name “**GOLD NEST**” to be formed by the Developer as he deems fit and for this purpose also from time to time Sign and execute the application for registration and or membership And other papers and documents necessary for the formation and the Registration of the society or limited company / condominium of Apartment holders and for becoming a member including the bye-laws of the proposed society and duly fill in, sign and return to the Developer within three days of the same being forwarded by the Developer to the PURCHASER so as to enable the DEVELOPER to register the Said organization of the FLAT area PURCHASER under Section 10 of the said act within the time limit prescribed by rule 8 of The Maharashtra ownership FLAT/SHOP (REGULATION OF THE DEVELOPER OF CONSTRUCTION SALE MANAGEMENT, AND TRANSFER) rule 1964, No objection shall be taken by the purchasers in Any change or modification are made in the draft, bye-laws of the Memorandum and or articles of association as may be required by the Registrar of companies, as the case may be or any other competent Authority. Still the Society is formed the members residing in the building should contribute their money to pay common light bill, lift, watchmen, cleaning common area in the said building and collecting garbage from flats .

13. CONVEYANCE TO SOCIETY/ LIMITED COMPANY CONDOMINIUMS :

Unless it is otherwise agreed to by and between the parties hereto, the DEVELOPER shall within four months of registration of the society, limited company or a condominium of apartment, as aforesaid cause to be transferred to the interest of the DEVELOPER and the OWNERS in the aliquot part of the said land together with the building/s by obtaining or executing the necessary and appropriate conveyance of the said land or to the extent as may be such conveyance or submit the Said property to such condominium under the provisions of section 2 of the Maharashtra apartment ownership Act of 1970, and amended as Time to time shall be in keeping with the terms and provisions of this Agreement.

14. OUTGOING AND PROPORTIONATE CONTRIBUTION :

That the PURCHASER hereby agree/s to pay the provisional amount of **Rs.2,000/-** per month to the DEVELOPER as advance towards the future Maintenance charges, of the proposed building/s. The said amount Shall be deposited by the PURCHASER/s before taking the actual delivery of the SAID FLAT and unless and until the said amount deposited With the developers. The PURCHASER shall not be entitled to claim Demand the possession of the SAID FLAT from the developers. The Developers shall deposit all such amounts deposited by the protective PURCHASER/s in any nationalized Co-operative or any schedule bank and after formation for association of apartment holders/ society etc. The balance amount shall be transferred in the name of such Association and or society for maintenance of the building, lift, Payment of lift man, electricity bill, society charges, wages of watchman and other workers and other ancillary expenses.

15. CHANGE IN NAME OF AREA BUILDING OR ELEVATIONS ETC. :

That the common name for the area on which constructions of the Proposed building are to be made, shall always remain GOLD NEST and this name shall hereinafter remain irrevocable by the Purchaser/s. that, the elevation of the proposed buildings shall remain The same and shall not be liable to be modified, altered or change by the PURCHASER/s and the color combination of the exterior portion Shall always remain the same. The PURCHASER/s shall accordingly in Case of fixing grills safety door, air-conditioners shall strictly comply with the designs provided by the DEVELOPER and the same is to be affixed at the conspicuous place as may be directed by the DEVELOPER.

16. PAYMENTS OF DEPOSITS :

The PURCHASER has paid to the DEVELOPER an amount of Rupees for Flat Registration & Stamp Duty Charges, Legal Charges for Agreement to Sell, Formation of Society, M.S.E.B. charges Only.

Charges to be paid by Flat Purchaser before taking the Possession of the said FLAT are as follows charges of Flat Registration at Chakan Nagar parishad + Water Deposit Charges + One Year Advance water charges & Advance Property Tax Extra. Conveyance deed or sale deed Charges Extra, or any other new Tax or Charges laid by the Respected Government Authorities (Center, State, or Local Body)Extra.

17. DEVELOPER TO UTILIZE THE SUM FOR SPECIFIED PURPOSE :

The DEVELOPER shall utilize the sum as above paid by the Purchaser to the DEVELOPER for meeting all legal costs, charges and expenses including professional costs of the advocate of said society or as the case may be, the limited company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this agreement and conveyances or assignment of lease.

18. STAMP DUTY AND REGISTRATION CHARGES:

Amount in the agreement is including of stamp duty and registration charges of the said Flat only. if any by the said society on the conveyance lease or any other document or Instrument of transfer in respect of the said land and the building to be Executed in favor of the society limited company as the case may be.

19. SPECIAL RIGHT OF THE DEVELOPER:

The TERRACE or terraces, if any, of the building or buildings or buildings constructed on the said land hereditaments and premises including the parapet walls, open spaces and side margins shall always be the exclusive property of the DEVELOPER or his nominees or assigns shall also be entitled to display advertisement in or over the walls of The terraces as well as in any portion of the said plot and shall be exclusively entitled to the income that may be derived by display of the said advertisements at any time hereinafter. The agreement with the PURCHASER/s and other purchasers of the Premises in the said building and other structures shall be subject to the afore side rights of the DEVELOPER or his nominees or assigns, who shall be entitled to use the said TERRACE or terraces, including the parapet walls and walls of the terraces there in as well as any portion of the plot or any purpose including the display of advertisement and sign boards and the PURCHASER/s shall not be in titled to raise any objection or to any change in the price of the said premises agreed to be agreed by the PURCHASER/s or to any compensation or damages on the ground of inconvenience or any other grounds whatsoever.

It is hereby further agreed that the DEVELOPER shall be entitled to either nominate any other person to obtain the benefit or the rights given and or reserve in favor of the DEVELOPER under third clause or to assign the rights and benefit hereby given to any other persons, such nominees or assigns shall be admitted as member of the co-operative society/ Limited company condominium of apartment holders in the same manner as the DEVELOPER admit the PURCHASER of the premises as its members in pursuance of the provision hereinafter contained.

It is further agreed by and between the parties that if the permitted floor space index or density is not consumed in the building being put up and or at any time further construction on the said plot is allowed the DEVELOPER shall always have the right to put additional stored and or consumed the balance floor space index in any manner, the DEVELOPER may deem fit and in case of area under road widening, F.S.I. is available or any other F.S.I. that may be allowed to the DEVELOPER either from the said referred property or the adjacent property of the DEVELOPER then the same is to be utilized by the DEVELOPER in the same building without obtaining any clearance / N.O.C. from the FLAT PURCHASER/s. The deed of conveyance of the said plot is hereinafter mentioned shall be made subject to afore side reservation.

20. COVENANT AS TO USAGE AND MAINTENANCE OF THE FLAT AND PARKING AREA:

The PURCHASER/s for himself or themselves with the intention to bring All persons into whatsoever hands the SAID FLAT may come, both Hereby. covenant with the developers as follow:-

- A) To maintain the SAID FLAT at the PURCHASER's own cost and any Goods therein in tenantable repair and condition from the date of possession of the SAID FLAT is taken and shall not do or suffered to be done any thing in or to the building in which the SAID FLAT is situated, staircase or any passage which may be against the rules, regulations or concerned local or any other authority or change or change/alter or make addition in or to the building/s in which the SAID FLAT is situated and the SAID FLAT or any part thereof.
- B) Not to store in the SAID FLAT any goods which are of Hazardous, Combustible or Dangerous Nature or are so Heavy to Damage the Construction of Structure of the Building in which the SAID FLAT is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floor which may damage the staircase, common passages or any other structure of the building in which the SAID FLAT is situated including the entrances of the building in the SAID FLAT are situated and also the SAID FLAT itself and in case any damage in caused to the building and on account of negligence or default of the PURCHASER in this behalf, the PURCHASER shall be liable for the consequences of the breach.
- C) To carry at his own cost all internal repairs to the SAID FLAT and maintain the SAID FLAT in the same condition, state and order in which it was delivered by the DEVELOPER to the PURCHASER and shall not to do suffering to be done any thing in or to the building in which the SAID FLAT is situated or the SAID FLAT which may be given the rules and regulations and bye-laws of the concerned local authority or public authority. And in the event of the PURCHASER committing any act in contravention of the above provision, the PURCHASER shall be responsible and liable for the consequences there of to the concerned local authority and or other public authority.
- D) Not to demolish or cause to be demolished the SAID FLAT or any Part there of nor at-any time make or cause to be made therein or Alteration of whatsoever nature in or to the SAID FLAT or any part Thereof, nor any alteration in the elevation and outside color scheme of the building in which the SAID FLAT is situated and shall keep the portion sewers, drainpipes, in the SAID FLAT and appurtenances thereto in good tenantable repair conditions, and in particulars so as to support and protect the other parts of building in which the SAID FLAT is situated and shall not chisel or any other manner damages to columns, beams, walls,

- slabs or R.C.C. pardis, or other structural members in the SAID FLAT without prior written permission of the DEVELOPER and or the society or the limited company and if required of the local authority in this respect.
- E) Not to do permit to be done any act or thing which may render void or Voidable any insurance of the said land and the building thereupon in which the SAID FLAT is situated or any part there of where by any increase premium shall become payable in respect of the insurance
 - F) Not to throw dust, dirt, rubbish, rage, garbage, or other refuse or Permit the same to be thrown from the SAID FLAT in the compound or any portion of the said land and the building in which the SAID FLAT is situated.
 - G) Pay to the DEVELOPER within 8 days on demand by the DEVELOPER, his Share OF Security Deposit demanded by concerned local authority or giving electricity or any other services connection to the building in which the SAID FLAT is situated.
 - H) To bear and pay increase in local taxes, water charges, insurance and Such other levies, if any, which are imposed by the concerned local authority, and or government and or other public authority on account of change of user of SAID FLAT by the PURCHASER vis user for any purposes other than the residential purpose.
 - I) The PURCHASER shall not let, sublet, transfer, assign or part with Purchaser's interest or benefit factor of this agreement or part with the possession of the SAID FLAT until all the dues payable by the PURCHASER to the DEVELOPER under this agreement are fully paid up and only if the PURCHASER had not been guilty of breach or non-observance of any of the terms and conditions of this agreement and until the PURCHASER has intimated in writing to the DEVELOPER and paid the dues.
 - J) The PURCHASER shall observe and perform all the rules and regulations Which the society or the limited company may adopt at his inception and the additions, alterations, or amendments thereof that may be made from time for protection and maintenance of the said building and the SAID FLAT therein and for the observance and performance of the said building rules, regulations and Bye-laws for the time being of the concerned local authority and of government and other public bodies. The PURCHASER shall also observe and perform all stipulations and conditions and use of the SAID FLAT in society/limited company/condominium of apartment holders regarding the occupation and use of the SAID FLAT 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.
 - K) Till a conveyance of the building in which SAID FLAT is situated is executed the PURCHASER shall permit the DEVELOPER and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into upon the said land and building or any part there of visit and examine the state and conditions thereof.

- L) Water Taps and Water Mixers will come with one year warranty after that Flat owner in their own Flat should check for any water leakages from Water Taps and Water Mixers if any then should rectify it with their own cost.
- M) Common Maintenance of the **GOLD NEST C WING** to be done periodically by all the Society Members/ Flat Owners as Follows :
- 1) LIFT : (AMC) Annual Maintenance Contract for the first year after receiving license to operate Lift would be carried out by Lift installation company and there after Society if free to appoint any company or person to maintain the Lift and from Second year onwards Society members are responsible for AMC and all charges for Labour & Parts should be borne by Society members in common.
 - 2) Battery Backup Inverter: it comes with one year manufacturing warranty. AMC will be done by Manufacture for first year at no extra cost after one year Society should do AMC of Battery Backup Inverter from Society common fund.
 - 3) Underground and Overhead water tank : for one year Developer will rectify any defects that is water leakage at Developer cost after one year Society should periodically check for water leakage and rectify it through their common fund and after Every Five Years Society should appoint waterproofing consultant and do the rectification if required accordingly said by the waterproofing consultant through its common fund.
 - 4) Society should appoint plumber for cleaning all Drainage Chambers and Drainage Pipes every Quarterly for optimum flow of drain water
 - 5) Solar Water Heater also comes with one year manufacturing warranty every member of the Society should fairly use hot water so every member should get fair amount of hot water for optimum heating of water Society should clean Solar Panel every month and check for any leakage and should rectify it.
 - 6) Cameras : there are adequate numbers of cameras and comes with one year manufacturing warranty Society should periodically check if every camera is recording videos and DVB comes with 15 day recording hard disk.
 - 7) Building External Paint : Society should hire Painter yearly for checking any hair line air crack on the building and if any should be filled with crack seal and after every Five years Society should Paint the Building with Silicon based paint or any other good quality waterproofing paint through its Society common fund account so that it increase the building life.
 - 8) Tiles level in Flooring and Tiles level in Kitchen, Bathroom, WC and Balcony will be different in each and every Flat.

21) MAINTENANCE OF ACCOUNT:

The DEVELOPER shall maintain a separate account in respect of sums Received by the DEVELOPER from the PURCHASER as advance or deposit sums received on account of the share capital for the promotion of the co-operative society/ limited company or towards the outgoings, legal charges and shall utilize the amount only for the purpose for which they have been received.

22) NO GRANT TILL CONVEYANCE:

Nothing contained in this agreement is intended to be not shall be constructed as a grant demise or assignment in law of the SAID FLAT or of the said plot and building or any part thereof. The PURCHASER/s shall have no claim save and expect in respect of the SAID FLAT hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreations, spaces etc. will remain the property of the developers and the DEVELOPER shall have absolute right to dispose off any open space. Parking or TERRACE etc. until the said land and building is transferred to the society/ limited company/ condominium of apartment holders, as here in before mentioned.

23) FORBEARANCE NOT TO BE CONSTRUED AS WAIVER:

Any delay to laterator indulgence shown by the DEVELOPER in-enforcing the terms of this agreement or any forbearance or giving of time to the PURCHASER by the DEVELOPER shall not be constructed as a waiver on the part of the DEVELOPER of any breach or non-COMPLIANCE OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT BY THE PURCHASER not shall the same in any manner prejudice the rights of the DEVELOPER.

24) REGISTRATION OF AGREEMENT AND CONVEYANCE:

The PURCHASER/s and or DEVELOPER shall present this agreement as well as the conveyance at the proper registration office of registration with in the limit prescribed by the registration Act and the DEVELOPER shall attend such office and admit such execution thereof.

25) PURCHASER'S ADDRESS FOR SERVICE OF NOTICE:

All notice to be served on the PURCHASER as contemplated by this agreement shall be deemed to have been duly served if sent to the PURCHASER, by registered post A.D. under certificate of posting at his/ her address as specified below.

NAME : MR. SACHIN RAMRAO PATIL

NAME : MRS. YOGITA SACHIN PATIL

BOTH R/AT : GOLD NEST, C WING, FLAT NO. C-605, OPPOSITE DESHMUKH HEIGHTS, CHAKAN - AMBETHAN ROAD, TALUKA KHED, DISTRICT PUNE, MAHARASHTRA – 410501.

The PURCHASER shall inform in writing change of address, if any to the Developer by R.P.A.D.

26) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES:

Hereto that the TERRACE space in front of or adjacent to the TERRACE FLAT/ FLAT of the said building, if any shall belong exclusively to the respective PURCHASER of the TERRACE SAID FLAT and such TERRACE spaces are intended for the exclusive use of respective TERRACE PURCHASER. The said TERRACE shall not be enclosed by the PURCHASER till the permission in writing is obtained from the concerned local authorities and the DEVELOPER or the society/ limited company as the case may be and if there is no such TERRACE i.e. adjacent to or in front of the SAID FLAT and if there be any TERRACE above the top floor of the building then such TERRACE shall be the property of the DEVELOPER and the DEVELOPER shall have full right and authority to sell/ dispose of the same to any intending Purchaser/s there for as per their choice and desire.

27) MAHARASHTRA APARTMENT OWNERSHIP ACT:

This agreement shall always be subject to the provisions of the Maharashtra apartment ownership Act (Mah. Act No. XV of 1971 or Maharashtra ownership FLAT Act 1963 and as amendment time to time and the rules made there under.

28) PAYMENT OF OTHER TAXES:

The PURCHASER shall separately pay betterment and development charges or any other tax or outgoings, charges payable if any at present or in future in respect of the sale and or transfer of the SAID FLAT under this agreement in case the DEVELOPER is required to pay the same for any reason whatsoever, the PURCHASER shall immediately reimburse the said payment to the DEVELOPER as per their demand.

29) RESTRICTED AREA TERRACE AND OPEN GARDENS:

The TERRACE and open gardens specifically allotted to the particular SAID FLAT holder shall exclusively be used by the concerned SAID FLAT and the same shall be restricted area for other SAID FLAT holders subject to the entry for maintenance of building, drainage, water line and or for any service of amenities and this entry will not be obstructed by the SAID FLAT area holders on the pretext of any reason or reasonable cause.

30) CHANGE IN AREA OR ADDITION:

1. If any change in area walls site plan or room, portion of SAID FLAT is required to be made before handing over possession by the DEVELOPER to the PURCHASER, due to particular site condition or by the direction of Town Planning or Chakan Nagar Parishad competent Development Authority. Or State or Central or Local Authority, the Developer shall have an absolute right to effect the change without the consent of the PURCHASER. The SAID FLAT agreed to be sold is not on the basis of the area of the SAID FLAT but as a single unit and the present transaction being a packaged deal, the area of the SAID FLAT mentioned in this agreement is only for the basis of market valuation for the purpose of stamp duty only. The PURCHASER shall allow the dry duct to be opened with a view to clean the same similarly after the possession of the SAID FLAT is handed over to the PURCHASER but before the final conveyance in favour of proposed society/ association if any addition or alterations in or about relating to the said building are required to be carried out by the government municipal or other statutory authority. The same shall be carried out by the DEVELOPER in co-operation with the PURCHASER of the SAID FLAT in the said building at his/ her own costs and the DEVELOPER shall not be liable or responsible for the same. **'carpet area'** of the said FLAT means the net usable floor area of the said FLAT, excluding the area covered by the external walls, areas under services shafts (if any) and exclusive attached TERRACE/balcony (if any) appurtenant to the said FLAT for exclusive use of the Purchaser but includes the area covered by the internal partition walls of the FLAT. Purchaser is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately five percent. **'Proportionate share'**: shall mean proportion to the carpet area of the said FLAT to the total carpet area of all the flats in the Project. The Developer shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified under RERA from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Developer shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

2. In this site named as Gold Nest the Developer/Builder has the absolute Rights to add new Phases/Buildings/Wings to the Current Phases/Buildings/Wings Without the Permissions of the Existing Customers in the Current Phases/Buildings/Wings. The above points are well discussed at the time of Booking and the Customer has no objection with the above points.

31) PURCHASER TO BE ANSWERABLE FOR USE OF FLAT NO:- C-608.

The PURCHASER shall use the SAID FLAT for the purpose it is given and as sanctioned by the Town Planning or Chakan Nagar Parishad Competent Authority. and the respective authorities and the PURCHASER shall be answerable and responsible for any deviation in use of the same the PURCHASER/s is entitled only to the SAID FLAT here by agree to be sold to him and shall not use any open spaces, passage etc. Unauthorized for such purpose that may cause inconvenience is objected to total or by the DEVELOPER till the final conveyance.

32) CANCELLATION:

This agreement is subject to provisions of the Maharashtra apartment Act 1974. If the PURCHASER wants to cancel the agreement which is registered in the office if the Sub-Registrar by mutual and legal understanding between the parties then the payment which PURCHASER has paid to the vendor/ builder will be returned by Cheques deducting Rs.1,50,000/-(Rs. One Lakh Fifty Thousand Only.)as administration Charges and the deed of cancellation will be registered by both the parties in the office of the Sub-Registrar.

33) RESALE:

If the PURCHASER wants to resale his allotted SAID FLAT after the possession, he should take written permission from the party of the first part i.e. DEVELOPER. After the formation of the society or execution of deed of declaration he / she take permission from Society. And No Payment Dues Certificate must be taken from DEVELOPER before RESALE the SAID FLAT.

34) UNIT:

The DEVELOPER agrees to sale the SAID FLAT on one unit basis.

35) INCOME TAX:

The FLAT PURCHASER should submit the income tax authorities paper when and required by the developers with their own expanses

36) UNDER CONSTRUCTION SITE

1)DEVELOPER have informed FLAT PURCHASERS before booking the said flat that the above site is under construction and they have actually seen the above site so some basic amenities like internal roads (cement concrete) common amenities like small temple will take time to complete and the position is not fix and we will decide the place and FLAT PURCHASERS are ok with above points.

2)We will revise the following building plans time to time from competent Government Authorities and we will develop the site wing wise and this point is also discussed with the FLAT PURCHASERS before purchasing the Flat.

*** LOCATION ***

***SCHEDULE-I ***

*** DETAILS OF PROPERTY ***

All the piece and parcel of land situated at **VILLAGE CHAKAN** Taluka KHED, Dist. PUNE and within the jurisdiction of Sub-Registrar, Taluka. KHED, Mouje CHAKAN, Dist. PUNE.Bearing Gat No.1807, 1808, 1809, 1810, 1811. NEW (Gat No. 3711, 3710, 3709, 3708, 3707. OLD) ABOUT 82-R or there about equivalent to 8200-SQ.MTRS. Which is bonded as under:-

ON OR TOWARDS EAST	:	Property of Rajaram Anaji Shevkari.
ON OR TOWARDS WEST	:	Property of Dasharath Genbhau Shevkari.
ON OR TOWARDS NORTH	:	Chakan Ambethan Road.
ON OR TOWARDS SOUTH	:	Internal Road.

Along with all easement hereinments and other annexed rights.**PURCHASE VALUE OF THE SAID FLAT Rs.19,50,000/-(Rupees Nineteen Lakh Fifty Thousand Only.)**

*** SCHEDULE= II ***

*** DETAILS OF FLAT ***

CARPET AREA	:	440 SQ.FT. I.E.40.88 SQ.MTR.
FLAT NO	:	C-608
FLOOR	:	SIXTH FLOOR.
PARKING AREA	:	TWO WHEELER
NAME OF BUILDING	:	GOLD NEST C WING.

IN WITNESS WHERE OF the parties hereto have hereto set and subscribed their respective hands and seals on this day and year first herein above mentioned.

M/S. SUDARSHAN PROPERTIES Through its partner, MR. UDAY NANJIBHAI PATEL (PROMOTER)		
Sign	LHTI	Photo

1. MR. SACHIN RAMRAO PATIL, (PURCHASER)		
Sign	LHTI	Photo

2. MRS. YOGITA SACHIN PATIL, (PURCHASER)		
Sign	LHTI	Photo

WITNESS :-

1.

SIGN : _____

NAME : _____

ADD. : _____

2.

SIGN : _____

NAME : _____

ADD. : _____

Specifications

- FOUNDATION:** Foundation as per R.C.C. consultant’s recommendation.
- STRUCTURE:** R.C.C. framed building structure with slabs and lintels.
- MASONRY:** External walls in 5” brick masonry and internal wall in 4” brick masonry work in cement mortar.
- PLASTER:** Neeru finished in internal walls And Crushed sand plaster on external walls.
- FLOORING:** Good quality 2 x 2 vitrified tiles in all rooms.
- BATHROOM AND W/C:** Color glaze tiles on wall up to 7ft height in bathroom, Color glaze tiles on wall up to Lintel level in w/c.
- DOORS:** Good quality flush doors in all rooms.
- WINDOWS:** Black powder coated three track aluminium sliding window with Safety grill and mosquito net.
- ELECTRIFICATION:** Concealed electrification with ample number of points.
- PLUMBING:** Concealed plumbing with good quality fittings.
- WATER SUPPLY:** Chakan NagarParishad water supply / Bore-well connection to under ground water storage tank.
- PAINTING:** Good quality Oil bond color on internal walls and Damp proof paint on external walls.
- KITCHEN PLATFORM:** Granite platform with stainless steel sink.
- LIFT:** Lift with Battery Backup.
- CAMERA:** Security Cameras in Common Area.
- SOLAR:** Common Solar Water Heater on Terrace Area and One Point In Bathroom.



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