

// SHREE GAJANAN PRASANNA //

ARTICLES OF AGREEMENT

THIS ARTICLES OF AGREEMENT IS MADE AND EXECUTED ON THIS 10th DAY OF AUGUST IN THE YEAR 2026.

M/S. ARIHANT BUILDCON.

FIRM PAN NO. ABZFA4022G

A Partnership Firm, Having its Reg.
office at :- Gajanan Commercial Complex, G.P.56, G Block,
MIDC Chinchwad Tal. Haveli, Dist. Pune 411019.

THROUGH IT'S PARTNER .

MR. SUBHASH GHEWARCHAND JAIN MEHTA .

Age 44 Years, Occ- Business,
R/At : Chinchwad Tal- Haveli Dist - Pune .

Pan Card No- ADDPJ8000D.

.... HEREINAFTER REFERRED TO AS THE “THE PROMOTERS/DEVELOPERS & BUILDERS.”

(Which expression shall unless it be repugnant to the context or meaning thereof mean and include the said A.O.P. and the members of the said AOP, their executors and assignees)

.....PARTY OF THE FIRST PART.

AND

1) MR. VINITA AJAY VISHWAKARMA

AGE: - 36 YEARS, OCCUPATION: - Service

PAN. NO. : - ALEPV0963G

ADHAR NO – 3231 3745 3428

RESIDING AT: -Near Jarimari, R No. 608, Sadhuwani Chawl, Vijay Nagar, Kurla West, Mumbai-400072

.....HEREINAFTER REFERRED TO AS THE “PURCHASER.”

Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Purchaser/s, his/ her/ their/ its successors and permitted assignees alone so far as the obligations on the part of the Promoters and Developers / Builders concerned.

.....PARTY OF THE SECOND PART.

AND

(1) MR. ATAULLAHA MOHAMAD KHALIL SIDDIKI

Age 42 Years, Occ- Business,
R/At : Kort Yard Chikhlai Tal- Haveli Dist - Pune .

(2) MR. IMRAN KHAN YARMOHAMAD CHAUDHARY

Age 35 Years, Occ- Business,
R/At : Nehrunagar Pimpri Tal- Haveli Dist - Pune
Through Devlopment Agreement & Power of Attorney Holder

M/S. KRV BUILDCON THROUGH PROPA.

MR. SANJAY KAPOORCHAND SOLANKI .

Age: - 40 years, Occupation:- Business.
OfficeAddress at: - Shop No-12,
Sonigira Classic, D Wing, Akurdi Pune.411035.

PAN NO- ACHPS8907P.

Through Devlopment Agreement & Power of Attorney Holder

M/S. ARIHANT BUILDCON.

FIRM PAN NO. ABZFA4022G

A Partnership Firm, Having its Reg.
office at :- Gajanan Commercial Complex, G.P.56, G Block,
MIDC Chinchwad Tal. Haveli, Dist. Pune 411019.

THROUGH IT’S PARTNER .

MR. SUBHASH GHEWARCHAND JAIN MEHTA .

Age 44 Years, Occ- Business,
R/At : Chinchwad Tal- Haveli Dist - Pune .

Pan Card No- ADDPJ8000D.

.....Hereinafter referred to as the “CONSENTING PARTY No.1. .”

Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Purchaser/s, his/ her/ their/ its successors and permitted assignees alone so far as the obligations on the part of the Promoters and Developers / Builders concerned.

.....PARTY OF THE THIRD PART.3

AND

A)(1) MR. GHORAKHNATH ALIAS GHORAKSHNATH KISAN BORATE

Age 66 Years, Occ- Business,

(2) MR. VIJAY KISAN BORATE

Age 39 Years, Occ- Business

(3) MR. HIRAMAN RANGNATH BORATE

Age 75 Years, Occ- Business

(4) MRS. RANJANA HIRAMAN BORATE

Age 67 Years, Occ- Business

(5) MR. RAVINDRA HIRAMAN BORATE

Age 46 Years, Occ- Business

(6) MR. BABAN RANGNATH BORATE

Age 75 Years, Occ- Business

(7) MRS. NANDA BABAN BORATE

Age 64 Years, Occ- Business

(8) MRS. SHOBHA ATMARAM BORATE

Age 34 Years, Occ- Business

(9) MRS. SARIKA SANTOSH LOKHANDE

Age 33 Years, Occ- Business

(10) MR. DILIP RANGNATH BORATE

Age 56 Years, Occ- Business

(11) MRS. SONALI DILIP BORATE

Age 28 Years, Occ- Business

(12) MRS. MUKTABAI BHAUSAHEB BORATE

Age 62 Years, Occ- Business

(13) MRS. VARSHA SANTOSH BIRDWADE

Age 34 Years, Occ- Business

14) MRS. LAXMI BALU BORATE

Age 48 Years, Occ- Business

(15) MRS. PRIYA BALU BORATE/ PRIYA ANIRUDDH JADHAV

Age 28 Years, Occ- Business

Through Power of Attorney Holder

(1) MR. ASHOK KISAN BORATE

Age 49 Years, Occ- Business

(2) MR. CHANGDEV HIRAMAN BORATE

Age 42 Years, Occ- Business

(3) MR. SAMIR BABAN BORATE

Age 32 Years, Occ- Business

(4) MR. VISHAL DILIP BORATE

Age 75 Years, Occ- Business

(5) MRS. NITA BAJRANG BIRDAWADE

Age 37 Years, Occ- Business

(6) MR. GANESH BALU BORATE

Age 22 Years, Occ- Business

THROUGH DEVELOPMENT AGREEMENT & POWER OF ATTORNEY HOLDER

M/S. ARIHANT BUILDCON.

FIRM PAN NO. ABZFA4022G

A Partnership Firm, Having its Reg.

office at :- Gajanan Commercial Complex, G.P.56, G Block,
MIDC Chinchwad Tal. Haveli, Dist. Pune 411019.

THROUGH IT’S PARTNER .

MR. SUBHASH GHEWARCHAND JAIN MEHTA .

Age 44 Years, Occ- Business,

R/At : Chinchwad Tal- Haveli Dist - Pune .

Pan Card No- ADDPJ8000D

B) (1) MR. GHORAKHNATH ALIAS GHORAKSHNATH KISAN BORATE

Age 66 Years, Occ- Business,

(2) MR. VIJAY KISAN BORATE

Age 39 Years, Occ- Business

(3) MR. HIRAMAN RANGNATH BORATE

Age 75 Years, Occ- Business

(4) MRS. RANJANA HIRAMAN BORATE

Age 67 Years, Occ- Business

(5) MR. RAVINDRA HIRAMAN BORATE

Age 46 Years, Occ- Business

(6) MR. BABAN RANGNATH BORATE

Age 75 Years, Occ- Business

(7) MRS. NANDA BABAN BORATE

Age 64 Years, Occ- Business

(8) MRS. SHOBHA ATMARAM BORATE

Age 34 Years, Occ- Business

(9) MRS. SARIKA SANTOSH LOKHANDE

Age 33 Years, Occ- Business

(10) MR. DILIP RANGNATH BORATE

Age 56 Years, Occ- Business

(11) MRS. SONALI DILIP BORATE

Age 28 Years, Occ- Business

(12) MRS. MUKTABAI BHAUSAHEB BORATE

Age 62 Years, Occ- Business

(13) MRS. VARSHA SANTOSH BIRDWADE

Age 34 Years, Occ- Business

(14) MRS. LAXMI BALU BORATE

Age 48 Years, Occ- Business

(15) MRS. PRIYA BALU BORATE/ PRIYA ANIRUDDH JADHAV

Age 28 Years, Occ- Business

THROUGH POWER OF ATTORNEY HOLDER

(1) MR. ASHOK KISAN BORATE

Age 49 Years, Occ- Business

(2) MR. CHANGDEV HIRAMAN BORATE

Age 42 Years, Occ- Business

(3) MR. SAMIR BABAN BORATE

Age 32 Years, Occ- Business

(4) MR. VISHAL DILIP BORATE

Age 75 Years, Occ- Business

(5) MRS. NITA BAJRANG BIRDAWADE

Age 37 Years, Occ- Business

(6) MR. GANESH BALU BORATE

Age 22 Years, Occ- Business

THROUGH DEVELOPMENT AGREEMENT & POWER OF ATTORNEY HOLDER**1) MR. YOGESHKUMAR CHAUDHARI .**

Age 37 Years, Occ- Business,

2) MR. PUKHRAJ

Age 35 Years, Occ- Business,

3) MR. KIRTI KUMAR .

Age 37 Years, Occ- Business,

THROUGH DEVELOPMENT AGREEMENT & POWER OF ATTORNEY HOLDER**M/S. ARIHANT BUILDCON.****FIRM PAN NO. ABZFA4022G**

A Partnership Firm, Having its Reg.

office at :- Gajanan Commercial Complex, G.P.56, G Block,

MIDC Chinchwad Tal. Haveli, Dist. Pune 411019.

THROUGH IT'S PARTNER .**MR. SUBHASH GHEWARCHAND JAIN MEHTA .**

Age 44 Years, Occ- Business,

R/At : Chinchwad Tal- Haveli Dist - Pune .

Pan Card No- ADDPJ8000D.

.....**Hereinafter referred to as the “CONSENTING PARTY No. 2& 3 .”**

Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Purchaser/s, his/ her/ their/ its successors and permitted assignees alone so far as the obligations on the part of the Promoters and Developers / Builders concerned.

.....**PARTY OF THE THIRD PART.4**

(A) Gat No. 254 admeasuring area 00 H. 16.50 Aar i.e. 1650 Sq. Mtrs. Aar out of 00 H 26.67 Aar. **(B)** Gat No. 253 admeasuring area 00 H. 07.58Aar .i.e 758 Sq.Mtrs. **(C)** Gat No. 254 admeasuring area **00 H. 4.00 Aar .i.e 400 Sq.Mtrs. (D)** Gat No. 254 admeasuring area **00 H. 4.18 Aar .i.e 418.6 Mtrs.** Total admeasuring area **00 H. 32.26 Aar i.e. 3226 Sq. Mtrs.** and which is more particularly described in the Schedule “A ” written hereunder.

..... **“Herein after referred to as the said Properties.”**

(A) AND WHEREAS That the said Property admeasuring **a)** All that piece and parcel of Open land Property bearing **Gat No. 254** admeasuring area 00 H. 26.67 Aar out of 00 H **16.50 Aar i.e. 1650 Sq. Mtrs.** assessed at Rs. 0.83 paisa village **Borhadewadi** Tal- Haveli, Dist – Pune originally belongs to Vithoba Damu Borate .

AND WHEREAS Vithoba Damu Borate Submit application before the Talathi enter the Name of Mr. Kisan Damu Borate & Mr. Rangnath Damu Borate. Then after Mr. Kisan Damu Borate & Mr. Rangnath Damu Borate name entered in to 7/12 by way mutation entry No 1669.

AND WHEREAS Mr. Rangnath Damu Borate expired on dt. **09/07/2013** after death of Late. Mr. Rangnath Damu Borate legal Heirs widow wife Smt. Gitabai Rangnath Borate Mr. Hiranman Rangnath Borate, Mr. Baban Rangnath Borate, Mr. Bhausaheb Rangnath Borate, Mr. Dilip Rangnath Borate, Mr. Balu Rangnath Borate, & Daughter Mrs. Chandrabhaga Dattatraya Bhujbal, & Jijabai mahadu Raykar Their name are entered in to 7/12 by way mutation entry No 5386.

AND WHEREAS Mrs. Chandrabhaga Dattatraya Bhujbal, &Jijabai mahadu Raykar executed ancestral property share by way of Release Deed in fevor of Mr. Hiranman Rangnath Borate Mr. Baban Rangnath Borate, Mr. Bhausaheb Rangnath Borate, Mr. Dilip Rangnath Borate, Mr. Balu Rangnath Borate by way Registered Release Deed Sub Registrar Haveli No. 17 at their Serial No. **8763/2013** dt. **23/10/2013**. And their names were recorded in the Revenue Records as the owner of the aforesaid Property Mutation Entry No. 8384.

AND WHEREAS Mr. Balu Rangnath Borate expired on dt. **16/12/2021**. After death of Mr. Balu Rangnath Borate legal Heirs widow wife Smt. Laxmi Balu Borate , Son Mr. Ganesh Balu Borate & Daughter Mrs.Priyanka Sachin Satav, Priya Aniruddh Jadahv Their name entered in to 7/12 by way mutation entry No 8502.

AND WHEREAS Mr. Bhausaheb Rangnath Borate expired on dt. **19/04/2021**. after death of Mr. Bhausaheb Rangnath Borate legal Heirs widow wife Smt. Muktabai Bhausaheb Borate , Daughter Mrs. Nita Bajrang Birdawade, Mrs. Varsha Santosh Birdawade Their name entered in to 7/12 by way mutation entry No 8458.

AND WHEREAS Mutation entry No. 8329 dated 01.07.2022 it is found that the said Mr. Baban Rangnath Borate filed the application before the Talathi deleted the name of Mr. Bhagubai Vithoba Borate & other 5.

AND WHEREAS Mutation entry No. 5784 dated 17.12.2014 it is found that the said Kisan Damu Borate expired on dt. 3/06/2014. after death of Kisan Damu Borate legal Heirs widow, Mr. Gorakhnath Kisan Borate, Mr. Ashok Kisan Borate, Mr. Vijay Kisan Borate, Daughter Savitrabai urf Mangal Vasant Karpe, Mrs. Vaishali Bharat Alhat, Mrs. Kavita Santosh Khamkar Their name entered in to 7/12.

AND WHEREAS The Mutation entry No. 8242 dated 27.05.2022 it is found that the said Mrs. Saitrabai urf Mangal Vasant Karpe, Mrs. Vaishali Bharat Alhat, Mrs. Kavita Santosh Khamkar Executed Registered Release Deed in favor of Mr. Gorakshnath Kisan Borate, Mr. Ashok Kisan Borate, Mr. Vijay Kisan Borate by way of Registered Release Deed Sub Registrar Haveli No. 17 at their Serial **No. 8762/2013** dt. **23/10/2013**. and their names were recorded in the Revenue Records as the owner of the aforesaid Property Mutation Entry No. 8242.

AND WHEREAS Land owner & Mr. Gorakh Kisan Borate & others Land admeasuring area 00 H. 26.67 Ares Executed Development Agreement and Power of attorney in fevor of M/s. Dream Associate Through Partner Mr. Kirtikumar Jayantibhai Ramjiyani & Other 4. by registered Development Agreement & Power Of Attorney which is registered in the office of Sub Registrar Haveli No. 17 at serial No. 8758/2013 and 8759/2013 dated. 23/10/2013.

AND WHEREAS M/s. Dream Associate Through Partner Mr. Kirtikumar Jayantibhai Ramjiyani& Other 4 Executed Cancellation Deed of Development Agreement and Power of attorney dated 05.01.2023, registered at the Office of the Sub – Registrar Haveli No. 17 at serial No. 215/2013. Cancellation deed was Executed Between M/s. Dream Associate Through Partner Mr. Kirtikumar Jayantibhai Ramjiyani & Other 4 & Mr. Gorakh Kisan Borate & others.

AND WHEREAS on the basis of Cancellation Deed Mr. Gorakh Kisan Borate & others having a sell or transfer Right to property and they are lawful owner.

AND WHEREAS Mr. Gorakh Kisan Borate & others Sold Portion admeasuring area 00 H. 16.50 Aar i.e. 1650 Sq.Mtrs. to **M/s. Arihant Buildcon Through Partner Mr. Subhash Ghevarchand Mehta** by registered Sale Deed & Power Of Attorney which is registered in the office of Sub Registrar Haveli No. 5 at serial No. **5808/2023 and 5809/2023** dated. 20/03/2023. On the Basis of sale deed M/s. Arihant

Buildcon Through Partner Mr. Subhash Ghevarchand Mehta name entered in to the 7/12 by way of Mutation entry No. 8680/2023 & become the Owner.

(B) All that piece and parcel of the Property bearing **Gat No. 253** admeasuring area **00 H. 07.58 Aar i.e. 758 Sq. Mtrs.** Aar village **Borhadewadi Taluka** Haveli District Pune. and within the local limits of Pimpri Chinchwad Municipal Corporation and within the Jurisdiction of Sub-Registrar Haveli, Dist. Pune and which is more particularly described in the **Schedule “B” written** hereunder.

..... **“Herein after referred to as the said Properties.”**

AND WHEREAS (1) Mr. Dnyanoba Nathu Borate, Indubai Prabhakar Gavhane, Alaka Baban Zagade, Deepak Dnyanoba Borate, Santosh Dnyanoba Borate, Purushottam Prabhakar Gavhane Through its Power Of Attorney Holder (a) Vinod Vasant Kale (2) (b) Rajesh Ramesh Avhale (c.1) Prashant Rajaram Kapase 2. Pramod Mahadev Khaladkar Through its Power Of Attorney Holder Shree Jai Ganesh Developers Through its Partner 1. Mr. Vilaskumar Nensukh Pagariya, (3) 2. Manjabapu Manaji Kachole Executed Sale Deed in fevor of CATALYST ROBOTICS & AUTOMATION PVT.LTD Through It's Partner 1) Mr. Pawan Ishwar Malode 2) Swati Milind Nikam 3) Krushna Nanasaheb Musmade 4) Wasappa Yallappa Malode which is registered in the office of Sub Registrar Haveli No. 5 at Serial No. **722/2010 dated 01/02/2010.**

AND WHEREAS (1) catalyst robotics & automation pvt.ltd Through It's Partner 1) Mr. Pawan Ishwar Malode 2) Swati Milind Nikam 3) Krushna Nanasaheb Musmade 4) Wasappa Yallappa Malode Executed Sale Deed in fevor of Mr. Ataullah Mohamad Khalil Siddiki & Mr. Imran Khan Yarmohamad Chaudhary which is registered in the office of Sub Registrar Haveli No. 17 at serial No. 19811/2022 dated 27/11/2022.

AND WHEREAS Mr. Ataullah Mohamad Khalil Siddiki & Mr. Imran Khan Yarmohamad Chaudhary name entered in to 7/12 by way mutation entry No 8621.

AND WHEREAS Gat No. 253 admeasuring area **400 Sq. Mtrs. Mr. Ataullah Mohamad Khalil Siddiki & Mr. Imran Khan Yarmohamad Chaudhary** Executed Development Agreement & Power of Attorney in fevor of **M/S. K.R.V Buildcon Through It's Director Mr. Sanjay Kapurchand Solanki** by registered Development Agreements & Power of Attorney. which is registered in the office of Sub Registrar Haveli No. 5 at serial No. **16673/2023 & 16674/2023 dated 09/08/2023.**

AND WHEREAS Gat No. 253 admeasuring area **358 Sq.Mtrs. Mr. Ataullah Mohamad Khalil Siddiki & Mr. Imran Khan Yarmohamad Chaudhary** Executed Development Agreement & Power of Attorney in fevor of **M/S. K.R.V Buildcon Through It's Director Mr. Sanjay Kapurchand Solanki** by registered Development Agreements & Power of Attorney. which is registered in the office of Sub Registrar Haveli No. 14, at serial No. **22524/2023 & 22525/2023 dated 08/11/2023 .**

AND WHEREAS Gat No. 253 admeasuring area **400 Sq. Mtrs. M/S. K.R.V Buildcon Through It's Director Mr. Sanjay Kapurchand Solanki** Executed Development Agreement & Power of Attorney in fevor of **M/s. Arihant Buildcon Through Partner Mr. Subhash Ghevarchand Mehta** by registered Development Agreements & Power of Attorney. which is registered in the office of Sub Registrar Haveli No. 5 at serial No. **18286/2024 & 18287/2024 dated 09/08/2024.**

AND WHEREAS Gat No. 253 admeasuring area **358 Sq. Mtrs. M/S. K.R.V Buildcon Through It's Director Mr. Sanjay Kapurchand Solanki** Executed Development Agreement & Power of Attorney in fevor of **M/s. Arihant Buildcon Through Partner Mr. Subhash Ghevarchand Mehta** by registered Development Agreements & Power of Attorney. which is registered in the office of Sub Registrar Haveli No. 5 at serial No. **18289/2024 & 18290/2024 dated 09/08/2024.**

(C) AND WHEREAS That the said Property admeasuring **a)** All that piece and parcel of Open land Property bearing **Gat No. 254** admeasuring area **00 H 4. 00 Aar i.e. 400 Sq. Mtrs.** village **Borhadewadi Tal-** Haveli, Dist – Pune originally belongs to Vithoba Damu Borate .

AND WHEREAS Vithoba Damu Borate Submit application before the Talathi enter the Name of Mr. Kisan Damu Borate & Mr. Rangnath Damu Borate. Then after Mr. Kisan Damu Borate & Mr. Rangnath Damu Borate name entered in to 7/12 by way mutation entry No 1669.

AND WHEREAS Mr. Rangnath Damu Borate expired on dt. **09/07/2013** after death of Late. Mr. Rangnath Damu Borate legal Heirs widow wife Smt. Gitabai Rangnath Borate Mr. Hiranman Rangnath Borate, Mr. Baban Rangnath Borate, Mr. Bhausaheb Rangnath Borate, Mr. Dilip Rangnath Borate, Mr. Balu Rangnath Borate, & Daughter Mrs. Chandrabhaga Dattatraya Bhujbal, & Jijabai mahadu Raykar Their name are entered in to 7/12 by way mutation entry No 5386.

AND WHEREAS Mrs. Chandrabhaga Dattatraya Bhujbal, & Jijabai mahadu Raykar executed ancestral property share by way of Release Deed in fevor of Mr. Hiranman Rangnath Borate Mr. Baban Rangnath Borate, Mr. Bhausaheb Rangnath Borate, Mr. Dilip Rangnath Borate, Mr. Balu Rangnath Borate by way Registered Release Deed Sub Registrar Haveli No. 17 at their Serial No. **8763/2013** dt. **23/10/2013**. And their names were recorded in the Revenue Records as the owner of the aforesaid Property Mutation Entry No. 8384.

AND WHEREAS Mr. Balu Rangnath Borate expired on dt. **16/12/2021**. After death of Mr. Balu Rangnath Borate legal Heirs widow wife Smt. Laxmi Balu Borate , Son Mr. Ganesh Balu Borate & Daughter Mrs. Priyanka Sachin Satav, Priya Aniruddh Jadahv Their name entered in to 7/12 by way mutation entry No 8502.

AND WHEREAS Mr. Bhausaheb Rangnath Borate expired on dt. **19/04/2021**. after death of Mr. Bhausaheb Rangnath Borate legal Heirs widow wife Smt. Muktabai Bhausaheb Borate , Daughter Mrs. Nita Bajrang Birdawade, Mrs. Varsha Santosh Birdawade Their name entered in to 7/12 by way mutation entry No 8458.

AND WHEREAS Mutation entry No. 8329 dated 01.07.2022 it is found that the said Mr. Baban Rangnath Borade filed the application before the Talathi deleted the name of Mr. Bhagubai Vithoba Borate & other 5.

AND WHEREAS Mutation entry No. 5784 dated 17.12.2014 it is found that the said Kisan Damu Borate expired on dt. 3/06/2014. after death of Kisan Damu Borate legal Heirs widow, Mr. Gorakhnath Kisan Borate, Mr. Ashok Kisan Borate, Mr. Vijay Kisan Borate, Daughter Savitrabai urf Mangal Vasant Karpe, Mrs. Vaishali Bharat Alhat, Mrs. Kavita Santosh Khamkar Their name entered in to 7/12.

AND WHEREAS The Mutation entry No. 8242 dated 27.05.2022 it is found that the said Mrs. Saitrabai urf Mangal Vasant Karpe, Mrs. Vaishali Bharat Alhat, Mrs. Kavita Santosh Khamkar Executed Registered Release Deed in favor of Mr. Gorakshnath Kisan Borate, Mr. Ashok Kisan Borate, Mr. Vijay Kisan Borate by way of Registered Release Deed Sub Registrar Haveli No. 17 at their Serial No. **8762/2013** dt. **23/10/2013**. and their names were recorded in the Revenue Records as the owner of the aforesaid Property Mutation Entry No. 8242.

AND WHEREAS Land owner & Mr. Gorakh Kisan Borate & others Land admeasuring area 00 H. 26.67 Ares Executed Development Agreement and Power of attorney in fevor of M/s. Dream Associate Through Partner Mr. Kirtikumar Jayantibhai Ramjiyani & Other 4. by registered Development Agreement & Power Of Attorney which is registered in the office of Sub Registrar Haveli No. 17 at serial No. 8758/2013 and 8759/2013 dated. 23/10/2013.

AND WHEREAS M/s. Dream Associate Through Partner Mr. Kirtikumar Jayantibhai Ramjiyani& Other 4 Executed Cancellation Deed of Development Agreement and Power of attorney dated 05.01.2023, registered at the Office of the Sub – Registrar Haveli No. 17 at serial No. 215/2013. Cancellation deed was Executed Between M/s. Dream Associate Through Partner Mr. Kirtikumar Jayantibhai Ramjiyani & Other 4 & Mr. Gorakh Kisan Borate & others.

AND WHEREAS on the basis of Cancellation Deed Mr. Gorakh Kisan Borate & others having a sell or transfer Right to property and they are lawful owner.

AND WHEREAS admeasuring area 00 H. **4.00 Aar i.e. 400 Sq.Mtrs.** Mr. Gorakh Kisan Borate & others Executed Development Agreement & Power of Attorney in Favor of **M/s. Arihant Buildcon Through Partner Mr. Subhash Ghevarchand Mehta** by registered Development Agreement & Power of Attorney. which is registered in the office of Sub Registrar Haveli No. 14 at serial No. **22587/2023 & 22588/2023 dated. 09/11/2023.**

(D) All that piece and parcel of Open land Property bearing **Gat No. 254** admeasuring area 00 H. 26.67 Aar out of 00 H **4.18 Aar i.e. 418 Sq. Mtrs.** village **Borhadewadi** Tal- Haveli, Dist – Pune originally belongs to Vithoba Damu Borate .

AND WHEREAS admeasuring area 00 H. **4.18 Aar i.e. 418.06 Sq.Mtrs.** Mr. Gorakh Kisan Borate & others Executed Development Agreement & Power of Attorney in Favor of **Mr. Yogeshkumar Chaudhary, Mr. Pukh Raj, Mr. Kirti Kumar** by registered Development Agreement & Power of Attorney. which is registered in the office of Sub Registrar Haveli No. 14 at serial No. **22589/2023 & 22590/2023 dated. 09/11/2023.**

AND WHEREAS admeasuring area 00 H. **4.18 Aar i.e. 418.06 Sq.Mtrs** **Mr. Yogeshkumar Chaudhary, Mr. Pukh Raj, Mr. Kirti Kumar** Executed Development Agreement & Power of Attorney in Favor of **M/s. Arihant Buildcon Through Partner Mr. Subhash Ghevarchand Mehta** by registered Development Agreement & Power of Attorney. which is registered in the office of Sub Registrar Haveli No. 14 at serial No. **24223/2024 & 24224/2024 dated. 25/10/2024.**

AND WHEREAS “The Promoters/Developers/ Builders” are legally entitled and have right of Development /Ownership right over the said properties.

AND WHEREAS “The Promoters/Developers/ Builders” have decided to develop the said Land by constructing ownership Shop/Offices, a scheme in the Name of **“ARIHANT WISDOM” BUILDING”.**

AND WHEREAS “The Promoters/Developers/ Builders” have proposed to construct a Residential / commercial building consisting of commercial Shop offices Galas and Parking space in accordance with the plans as sanctioned by the concerned Government Authority. That the concerned Authority i.e. Pimpri Chinchwad Municipal Corporation, Pimpri, Pune- 411018 has sanctioned the said building plan and has issued Commencement Certificate No. **Commencement Certificate No. BP/BORHADEWADI/53/2023 dt. 17/07/2023. & Revised Commencement Certificate No. BP/BORHADEWADI/ 86 /2023 dt. 30 /11/2023.**

AND WHEREAS “The Promoters/Developers/ Builders” have proposed to construct a commercial building consisting of commercial Shop offices Galas and Parking space in accordance with the plans as sanctioned by the concerned Government Authority. That the concerned Authority i.e. Pimpri Chinchwad Municipal Corporation, Pimpri, Pune- 411018 has sanctioned the said building plan and has issued **Revised Commencement Certificate No. Commencement Certificate No. BP/BORHADEWADI/73/2024 dt. 22/10/2024.**

AND WHEREAS The Promoters/Developers/ Builders/“The Owner had filed an application before the office of Collector of Appar Tahasildar Pimpri Chinchwad Pune Pune (Revenue Branch) for granting permission to make use of said properties for Non-Agricultural purpose. That accordingly the Concerned Government Authority has granted permission **under Order No. जमिन/एन.ए/एस. अर/379/2023 dated. 31/07/2023.**for the Property bearing **Gat No. 254** admeasuring area **00 H. 16.50 Aar i.e. 1650 Sq. Mtrs.**

AND WHEREAS The Promoters/Developers/ Builders/“The Owner had filed an application before the office of Collector of Appar Tahasildar Pimpri Chinchwad Pune Pune (Revenue Branch) for granting permission to make use of said properties for Non-Agricultural purpose. That accordingly the Concerned Government Authority has granted permission **under Order No. जमिन/एन.ए/एस. अर/758/2022. dated. 18/10/2022** for the Property bearing **Gat No. 253** admeasuring area **00 H. 7.58 Aar i.e. 758 Sq. Mtrs.**

AND WHEREAS The Promoters/Developers/ Builders/“The Owner had filed an application before the office of Collector of Appar Tahasildar Pimpri Chinchwad Pune Pune (Revenue Branch) for granting permission to make use of said properties for Non-Agricultural purpose. That accordingly the Concerned Government Authority has granted permission **under Order No. जमिन/एन.ए/एस. अर/46/2022. dated. 31/01/2025** for the Property bearing **Gat No. 253 & 254** admeasuring area **00 H. 10.17 Aar i.e. 1017 Sq. Mtrs.**

AND WHEREAS The Promoters/Developers and Builders have appointed **Architects Mrs. Trupti V. Bhadre** as their **Architects as their Structural Engineers** and have accepted the professional supervision of Architects and the Structural Engineers till the completion of the buildings but “The Promoters/Developers/ Builders” herein have reserved the right to change such Architects and Structural Engineers before the completion of the buildings if The Promoters/Developers and Builders so decide.

AND WHEREAS the Purchaser/s demanded from “The Promoters/Developers / Builders” “The Promoters/Developers/ Builders” has given inspection to the Purchaser/s of all the documents of title relating to the said land, and the plans/s, designs and specifications prepared by the aforesaid Architects of “The Promoters/Developers and Builders” and also given the copies of Sanctioned Plan and also such other documents as are specified under the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.
.. (Herein after referred to as “**THE SAID ACT**”).

AND WHEREAS the Builder/Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

AND WHEREAS the Promoter has proposed to construct on the project land “**ARIHANT WISDOM” BUILDING**”. & Terrace Right Permanently continues using /right having Vendor/r/ Owner/Promoter.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority.

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

AND WHEREAS by virtue of the Agreement To Sale Promoter has sole and exclusive right to sell the Flat in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Purchaser (s)/s of the Flat 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 any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Flat are constructed or are to be constructed.

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.

AND WHEREAS the authenticated copies of the plans of the Layout plans and specifications of the Flat agreed to be purchased by the Purchaser as sanctioned and approved by the local authority.

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

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Purchaser has applied to the Promoter for Purchase of **FLAT NO. 602 On 6th Floor** in the Building “ **ARIHANT WISDOM BUILDING ‘C’. WING s** the carpet area of the said Flat and "**CARPET AREA**" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser , but includes the area covered by the internal partition walls of the Flat.

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 Purchaser has paid to the Promoter being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser 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. P52100052464. RERA DATE. From 08/09/2023 to 31/03/2027.**

AND WHEREAS prior to making applications as aforesaid, as required by the provisions of Maharashtra Co – Operative Societies Act 1960 (Maharashtra Act No. XXIV of 1960) and the Urban Land (Ceiling and Regulations) Act 1976, the Flat purchaser has made declaration to the effect firstly that neither the Flat Purchaser nor the members of the Family (family as defined under the Urban Land (C & R) Act of 1976) of Flat Purchaser own a tenements, house or buildings within the limits of **Borhadewadi** Taluka Haveli, District Pune.

AND WHEREAS under section 13 (1) of the said Act the Promoter is required to execute a written Agreement for sale of said Flat with the Purchaser 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 Purchaser hereby agrees to purchase the Flat and the garage/covered parking (if applicable).

AND WHEREAS relying upon the said application, declarations and agreements, the Promoter agreed to sell to the Flat Purchaser a Flat at the price and on the terms and conditions hereinafter appearing.

AND WHEREAS under section 4 of the said Act the Promoter is required to execute a written agreement for sale of the said Flat to the Purchaser being in fact these presents and also to register the said agreement under the Registration Act.

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

(1)AGREEMENT:-The Promoter shall construct the said Building “**ARIHANT WISDOM**” **BUILDING** consisting **or A Building G + 7 Floors & B Building G + 6 Floor & C Building G + 6 Floor** Super Floors on the said land in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Flat purchaser with only such variations and modifications as the Promoter may consider necessary or as may be required by any the Government authorities or due to change in law. Provided that, the Promoter shall have to obtain prior consent in writing to the Flat purchaser in respect of such variations or modifications which may adversely affect the Flat of the Purchaser.

(1a) PAYMENT SCHEDULE & CONSIDERATION:- (i) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser **Flat No. 602 on the 6th Floor Carpet admeasuring Area 35.55 Square Meters + Balcony Area 3.56 Square Meters** in the Building **“ARIHANT WISDOM ‘C’ BUILDING** (hereinafter referred to as "the Flat") as shown in the Floor plan thereof hereto the consideration of **Rs. 29,50,000/- (RUPEES. Twenty Nine Lakh Fifty Thousand Only)**. Including being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (The price of the Flat including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(1b) The Purchaser has paid on or before execution of this Agreement a sum of **Rs.51,000 /- (RUPEES- Fifty One Thousand Only)**. As Part payment pay to that Promoter.

Sr.No	Amounts	Payments Details
1.	Rs. 51,000 /-	Paid by UPI dt 26/07/2026
Total Amount	Rs. 51,000/-	(RUPEES- Fifty Thousand Only).

1(d) The Purchaser Will be pay **BALANCE AMOUNT OF Rs 28,99,000/- (RUPEES. Twenty Eight Lakh Ninety Nine Thousand Only To the PROMOTERS/DEVELOPERS & BUILDERS.** Subject to the terms of the Agreement and the promoter abiding by the construction milestones, the purchaser shall make all payments, on demand by the promoter, within the stipulated times mentioned in the payments has to be made by account payee cheque /Demand draft//pay order/RTGS/ NEFT/in (as applicable) in favor of **M/S. ARIHANT BUILDCON CURRENT ACCOUNT NO. 923020042531643 IFSC CODE -UTIB0002762 AXIS BANK BRANCH CHINCHWAD IN THE FOLLOWING MANNER:-**

Sr No.	Amount	Percentage
1	Rs...../-	(Not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
2.	Rs...../-	(Not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
3	Rs...../-	Not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
4	Rs...../-	Not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
5	Rs...../-	Not exceeding 80% of the total consideration) to be paid to the Promoter

		on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment.
6	Rs...../-	Not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
7	Rs...../-	Not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
8	Rs...../-	at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate

(1c)The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added G.S.T/ and Ceases or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Flat/Plot]. The Purchaser/s shall pay the aforesaid amount of consideration on due date without any intimation from the Builder and in case the Owner gives the written intimation to the Purchaser/s calling upon the Purchaser/s to make the payment then the Purchaser/s shall pay the aforesaid amount within 07 days from the receipt of intimation. Payment is the essence of contract. The Purchaser/s shall make payment of all installments towards the agreed consideration amount to the Builder by Demand Draft or by local Cheques. If the Purchaser/s makes payment of any of such installments by way of Out-station Cheques, then in such event, the date of payment of the amount represented by such Cheques shall be the date when such amount is credited in the account of the Builder after deducting there from the `amount of commission charged for clearance of any such Cheques by the Bank to the Owner. The Unit Purchaser/s shall issue cheques / D.D.s for the each of the installments. It is agreed by and between the parties hereto that since the said building is completed fully and as such there is no restriction on the part of the Builder to keep the 70% amount in the separate account covering the construction cost and as such the Developer has retained the full amount of consideration with him. The said total amount of consideration is subject to increase due to the escalations / increases due to increase on account of development charges payable to the Competent Authority and / or any other increase in charges which may be levied or imposed by the competent authority, local bodies / government from time to time. The Developer undertakes and agrees that while raising a demand on the Unit Purchaser/s for increase in development charges, costs or leave imposed by the competent authorities etc. the Developer and the Builder shall enclose the

said notification / order / rule / regulations published / issued in that behalf to that effect along with the demand letter being issued to the Unit Purchaser/s.

(1(d)) The Total Price is escalation - free, saves 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 Purchaser 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 Purchaser, which shall only be applicable on subsequent payments.

(1e) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser by the Promoter.

(1f) The Promoter 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 gap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter 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 Clause 1(a) of this Agreement.

(1g) The Purchaser 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 Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

(2.1) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

(2.2) Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Purchaser and the common areas to the association of the Purchaser s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause.

(3)The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **(A)** Gat No. **254** admeasuring area **00 H. 16.50 Aar** i.e. **1650 Sq. Mtrs.** Aar out of **00 H 26.67 Aar.** **(B)** Gat No. **253** admeasuring area **00 H. 07.58Aar** i.e **758 Sq.Mtrs.** **(C)** Gat No. **254** admeasuring area **00 H. 4.00 Aar** i.e **400 Sq.Mtrs.** **(D)** Gat No. **254** admeasuring area **00 H. 4.18 Aar** i.e **418.6** Mtrs. Total admeasuring area **00 H. 32.26 Aar** i.e. **3226 Sq. Mtrs.** and which is more particularly described in the Schedule “A ” written hereunder. village **Borhadewadi** + only and Promoter/Builder has planned to utilize Floor Space Index availing of TDR or FSI available on payment of premiums or FSI available as incentive 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 Project. The Promoter has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Flat based on the proposed construction and sale of Flat s to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

(4.1) If the Promoter fails to abide by the time schedule for completing the project and handing over the [Flat] to the Purchaser , the Promoter agrees to pay to the Purchaser , who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser , for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser (s) to the Promoter. Promoter/Builder having a Top Terrace Rights. Flat Purchaser no body having a rights on top terrace. Builder allotted a common parking in the Basement Floor. No changes in the front side of elevation. And no changes in the Passage area.

(4.2) Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the /Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the /Purchaser and mail at the e-mail address provided by the Purchaser , of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be

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

(5) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range to be provided by the Promoter in the said building and the Flat.

0

(6) POSSESSION- The Promoter shall give possession of the Flat to the Purchaser on or before 31/03/2027 A & B Building C Building possession before 31/03/2027 From the Agreement to sale. If the Promoter fails or neglects to give possession of the Flat to the Purchaser 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 Purchaser the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of.

(i) War, civil commotion or act of God.

(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(6.1) the said Flat is ready for occupation. The owner shall give possession of the said Unit to the Unit Purchaser/s on receiving all the dues payable by the Unit Purchaser/s to the owner, immediately. However, Unit Purchaser/s will not be entitled to claim or get the possession of his / her / their Unit till he / she / they rectify breach, if any, of any of the terms presents. The unit purchaser shall take the possession of the said unit within 7 days from the date of intimation from the owner that he has received the full amount of consideration and the Unit Purchaser/s should receive the possession from the owner, failing which the unit purchaser shall be liable to pay **Rs. 100/-** per sq. mtrs per month towards the maintenance of the said unit. The Purchaser shall take possession of the said Premises within fifteen days of the Developer giving written notice to the Purchaser intimating the said Premises is ready for use and occupation, failing which the Flat Purchaser shall be liable to pay **Rs. 5/- Per Sq. St** per month towards the maintenance of the said Flat.

(6.2) before delivery of possession of the said Flat the Purchaser/s shall satisfy himself/herself/themselves about the correctness of area of the said Flat and about the quality of construction work and specifications/ amenities provided. Thereafter the Purchaser/s shall not be entitled to make any complaint thereof and all the rights regarding the same shall be deemed to have been waived.

(6.3) After the possession of the flat building is handed over, if any, work thereafter is required to be carried out by the Government or Municipality or any statutory authority, the same shall be carried out by the Purchaser/s in co-operation with the other Purchaser/s of the Flat in the said building/s at their own costs and the Developer shall not be in any manner liable or responsible for the same.

(7.1) PROCEDURE FOR TAKING POSSESSION:- The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Flat to the Purchaser in terms of this Agreement to be taken within 3 Months (three months from the date of issue of such notice and the Promoter shall give possession of the [flat] to the. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchaser s, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

(7.2) The Purchaser shall take possession of the Flat within 15 days of the written notice from the promoter to the Purchaser intimating that the said Flat are ready for use and occupancy.

(7.3) Failure of Purchaser to take Possession of Flat Upon receiving a written intimation from the Promoter as per the Purchaser shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall .give possession of the Flat to the Purchaser. In case the Purchaser fails to take possession within the time provided.

(7.4) If within a period of five years from the date of handing over the Flat to the Purchaser the Purchaser brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

(8) The Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

(9) FORMATION OF CO-OPERATIVE SOCIETY/LIMITED COMPANY/APARTMENT CCONDOMINIUM:- The Purchaser along with other Purchaser/s of Flat in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the

application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser/s so as to enable the Promoter to register the common organization of Purchaser/s. No objection shall be taken by the Purchaser/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

(9.1) The Promoter shall within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor / Original Owner / Promoter and/or the owners in the said structure of the Building or wing in which the said Flat is situated.

(9.2) The Promoter shall, within three months of registration of the Societies or Limited Company, as aforesaid, cause to be transferred to the Apex body all the right, title and the interest of the Vendor / Owner / Promoter / Builder / the owners in the project land on which the building with multiple wings or buildings are constructed.

(9.3) Within 15 days after notice in writing is given by the Promoter to the Purchaser that the Flat is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter provisional monthly contribution of Rs. 3.00 Sq. Mtrs. per month towards the outgoings. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favor of the society or a limited company as aforesaid. On such conveyance / assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

(10) UNDERTAKING BY THE PURCHASER/S :-

10.1) The Flat Purchaser/s himself/herself/themselves with intention to bring all persons into whosoever hands the said Flat may come, do hereby covenant with the Developer as follows for the said Flat and also for the building in which the said Flat is situated –

(10.2) To maintain the said Flat Purchaser/s own cost in good tenantable repair and condition from the date of Completion Certificate and shall not do or cause to be done anything in or to the said Flat or the building in which the said Flat situated, staircase or any passages which may be against the rubies, regulations or bye laws of the concerned local or any other authority or change/alter or make addition in or to the said Flat and or the building in which the said Flat is situated and the said Flat itself or any party thereof.

(10.3) Not to store in/outside the said Shop/Office/building/surrounding area any goods which are of hazardous, combustible or dangerous nature or are too heavy as to cause damage to the concerned local or other authority and shall not carry or caused to be carried easy packages to upper floors, which may damage or are likely to damage the staircase, common passages or any other structure of the building including entrances of the building and in case any damage is caused to the building in which the said Flat is situated or to the said Flat or any fatality on account of negligence or default of the Flat Purchaser/s in this behalf, the Flat Purchaser/s shall be liable for all the consequences of the breach

(10.4) To carry out at hewn 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 provide that for the defect liability period such repairs shall be carried out by the Flat Purchaser/s with the written consent and the supervision of the Developer and shall not do or cause to be done anything contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat Purchaser/s committing any act in contravention of the above provision, the Flat Purchaser/s shall be responsible and liable for the consequences therefore to the conceded authority and or other public authority.

(10.5) Not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof or inn or to the building in which said Flat is situated and not to make any alteration in the elevation and outside color scheme of the building and shall keep the portion, 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 the columns, beams, walls, slabs or RCC, padres or other structural members in the said Flat without the prior written permission of the Developer and/or the apartment as thecae may be. After possession of the said Shop/Office/unit the Purchaser/s has/have agreed to carry out regular and periodical inspection of the structure, beams, columns, projections, drainage lines, water lines, electrical lines, lift, power back up, plumpest. And to carry out necessary repairs ass and when required.

(10.6) Not to let, sub-let, transfer, assign or part with other Purchasers interest or benefit factor of this Agreement or part with the possession of the Unit/s unit all the dues payable byte Unit Purchaser/ s to the Developer under this agreement are fully paid up and only if the Unit Purchaser/s has not been quit of breach of or non-observance of any of the term and conditions of this Agreement and until they have intimated in writing to the Developer and obtain their written consent. After delivery of possession of the said tenement by the Promoter to the Purchaser/s to the Purchaser/s herein in terms of this present, the Purchaser/s herein for whatsoever reason desire to grant the use of the said tenement to any third party/Bachelor/Student on leave and license basis or otherwise, prior written consent of the developer till the formation of co-operative Society and thereafter consent of the Society in writing shall be required to be obtained by the Purchaser/s herein or owner of the said tenement as the case may be and further copy of such instrument shall be handed over to the Developer or society as the case may be and further the Purchaser/s herein shall inform to the concerned police station in writing as to the grant of use along with the details of the persons who intend to reside/ use the said tenement.

(10.7) Not to door cause to be done any act or thing which may render void or voidable any insurance of the said land and the building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

(10.8) Not to throw dirt, rubbish, rags, 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 the building.

(10.9) Pay to the Developer within seven days on demand from the Developer, his share of security deposit demanded by the concerned local authority or the Government for giving water, electricity or any other service connection to the building in which the said Flat is situated.

(10.10) To bear and pay the local taxes, NA taxes, water charges, insurance and such other levies, if any, from the date of Completion Certificate in respect of the said Flat and also any additional increased taxes, insurance etc. Which are imposed by the concerned local authority and/or the Government and/or other public authority on account of permitted changed of user of the said flat by the Flat Purchaser/s

(10.11) The Flat Purchaser/s until conveyance shall not let, sub-let, give on leave and license basis, transfer, assign or part with Flat 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 Flat Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Flat Purchaser/s has intimated in writing to the Developer and obtained written consent thereof.

(10.12) The Flat Purchaser/s shall observe and perform all the rules and regulation which the apartment may adopt at its inception and the additions, alteration or amendments there of that may be made from time to time for protection and maintenance of the said building and the Shop/Offices therein and for the observance and performance of the Building Rules, Regulations and Bye-Law for the time being of the concerned local authority and of the Government and other public bodies, The Flat Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the apartment regarding the occupation and use of the 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.

(10.13) not to obstruct the development work for any reason and in any way

(10.14) in the event of the Developer carrying out any work of additions and/or alterations as per instructions of the Flat Purchaser/s to keep the Developer harmless and indemnified from all or any actions if taken by any person or authority or incidents thereof . The Developer shall not be bound to obtain completion/occupation certificate as per such additions or alterations which work shall be done by the Flat Purchaser/s at his own costs and risk.

(10.15) If the Purchaser/s shall desire to fit grill/s to the balconies and/or windows then he/she shall do so at his/her own costs only as per the designs and specifications approved by the Developer /Assignor the Purchaser/s shall not fit any grills or enclose the car Parking space allotted for his/her exclusive use.

(10.16) The Purchaser/s shall not or hang clothes in the balconies.

(10.17) The Purchaser/s shall use the allotted unit only for agreed/sanctioned/permitted purpose and shall not change the use without prior written permission of the Developer/Assignor or apartment as the case may be.

(10.18) not to cause any nuisance to other Flat Purchaser/s and Developer in any manner whatever.

(10.19) not to tamper foundation strata on which the footings/lift rafts rests.

(11) The Purchaser shall pay to the Promoter for all legal costs, charges and expenses, including professional costs of the Attorney – at – Law / Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

(12) At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser shall pay to the Promoter, the Purchaser s' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure .of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser shall pay to the Promoter, the Purchaser s' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favor of the Apex Body or Federation.

(13) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER; - The Promoter hereby represents and warrants to the Purchaser as follows:-

- i. The Promoter has clear and marketable title with respect to the project land.
- ii. as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project.
- iii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.
- iv. There are no encumbrances upon the project land or the Project except those disclosed in the title report.
- v. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report.
- vi. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas.
- vii. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected.
- viii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Flat/Plot] which will, in any manner, affect the rights of Purchaser under this Agreement.
- ix. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Flat/Plot]to the Purchaser in the manner contemplated in this Agreement.

x. At the time of execution of the conveyance deed of the structure to the association of Purchaser s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of t he structure to the Association of the Purchaser s.

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

xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

xiii.

(14) The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoter as follows :-

i) To maintain the Flat at the Purchaser 's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(iv) Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel

or in any other manner cause damage to columns, beams, walls, slabs or RCC, Padres or other structural members in the Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

(vi) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.

(vii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Purchaser for any purposes other than for purpose for which it is sold.

(viii) The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up.

ix) The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society /Limited Company / Apex Body/ Federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement. xi. Till a conveyance of the structure of the building in which Flat is situated is executed in favor of Society/Limited Society, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

(x) Till a conveyance of the project land on which the building in which Flat is situated is executed in favor of Apex Body or Federation, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit, sums received on account of the share capital for the

promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

(15) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the .said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

(16) PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE; - After the Promoter executes this Agreement he shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Flat.

(17) BINDING EFFECT; - Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the Promoter. If the Purchaser (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser 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 Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser , application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

(18) ENTIRE AGREEMENT; - This Agreement, along with its schedules and constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/plot/building, as the case may be.

(19) THIS AGREEMENT MAY ONLY BE AMENDED THROUGH WRITTEN CONSENT OF THE PARTIES; -

(a) To maintain the Flat at Flat purchaser's own cost any good tenantable repair and conditions from the date of possession of the Flat is taken and shall not do or suffered to be done anything in or to the building in which the Flat is situated, staircase or any passages which may be against the rules, regulations or bye – laws or concerned local or any other authority or change / alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof. **(b)**

Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction of structure of the building in which the 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 floors which may damage or likely to damage the staircase, common passages or any other structure of building in which the Flat is situated, including entrances of the buildings in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Flat purchaser in this behalf, the Flat 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 Flat in the same conditions, state and order in which it was delivered by the Promoter to the Flat Purchaser and shall not do or suffering to be done anything in or to the building in which the Flat is situated or the Flat which may be given the rules and regulations and bye – laws of the concerned local authority or other public authority. And in the event of the Flat Purchaser committing any act in contravention of the above provision, the Flat purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority. **(d)** Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains, pipes in the Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC padres, or other structural members in the Flat without the prior written permission of the Promoter and / or the society or the Limited Company’ **(e)** Not do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Flat is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance. **(f)** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the building in which the Flat is situated. **(g) Pay to** the Promoter within 30 days of demand by the Promoter his share of security deposit demanded by the concerned local authority or government or giving water, electricity or any other service connection to the building in which the Flat is situated. **(h)** To bear and pay increase in local taxes, water charges, insurance and such other levees if any, which are imposed by the concerned local authority and / or Government and / or other public authority, on account of change of user of the Flat by the Flat Purchaser viz. user for any purposes other than for residential purpose. **(i)** The Flat Purchaser shall not let, assign or part with Flat Purchaser interest or benefit factor of this agreement or part with the possession of the Flat until all the dues payable by the Flat Purchaser to the Promoter under this agreement are fully paid up and only if the Flat purchaser had not been guilty of breach of or non – observance of any of the terms and conditions of this agreement and until the Flat Purchaser has intimated in writing to the Promoter. **(j)** The Flat Purchaser shall observe and perform all the rules and regulations which the society or the Limited company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Shop/Offices therein and for the observance and performance of the building rules, regulations and – bye – laws for the time being of the concerned local authority and of Government and other public bodies. The Flat Purchaser shall observe and perform all the stipulations and conditions laid down by the society / limited company regarding the occupation and use of the Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement. **(k)** Till a conveyance of the building in which the Flat is situated is executed the Flat Purchaser 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 land and buildings or any part thereof to view and examine the state and condition thereof.

(20) PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/PURCHASER / SUBSEQUENT ALLOTTEE/PURCHASER S;- It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any

subsequent Purchaser s of the Flat in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

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

(22) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT; - Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser (s) in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the [Flats/Plots] in the Project.

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

(24) PLACE OF EXECUTION;- The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter’s Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser , in after the Agreement is duly executed by the Purchaser and the .Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed.

(25) PURCHASER TO PAY INTEREST ON AMOUNT DUE: - **The** Purchaser agrees to pay to the Promoter / Developer interest at the rate **of 24% (Twenty Four Percent)** per annum on all the amounts which will become due and payable by the Purchasers to the Promoter / Developer under the terms' of this agreement from the date, the said amount is payable by the purchasers to be Promoter / Developer till the realization of the total due amount.

(26) TERMINAT1ON OF DEFAULT IN PAYMENT AND BREACH OF CONDITIONS:- On the Purchaser committing default in payment on due date of any amount of the Promoter / Developer under this agreement (Including his / her proportionate share of taxes levied by concerned local authority and other outgoing) and on the Purchaser committing breach of any of the terms and conditions herein contained the Promoter / Developer shall be entitled at his own option to

terminate this agreement. Provided always that the power of termination herein before contained I shall be exercised by the Promoter / Developer unless 15 days prior notice in writing of this intention to terminate this agreement and of the specific breach 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 remedying such breach or breaches within a reasonable time after giving of such notice. Provided further that upon Purchaser shall apply for refund and the Promoter / Developer shall found to the Purchaser/s the installments of sale price of the SAID UNIT / FLAT which may till then have been paid by the Purchase/s to the Promoter / Developer but the Promoter / Developer shall not be liable to pay to the Purchaser any interest on the amount so refunded of the aforesaid amount by the Promoter / Developer and the amount paid by the purchaser for stamp duty, and registration fees, vat shall be deducted from amount received by the Promoter / Developer, the Promoter / Developer shall be at liberty to dispose off and sell the SAID UNIT / FLAT to such person and at such price as the Promoter / Developer may his absolute discretion think fit. In the event of the Purchaser/s committing default in payment on the due date stages/ schedule, of any amounts due and payable of the Purchaser/s to the Owner under this agreement (including his/b her/ their proportionate share of taxes levied by concerned local authority and other outgoings) or on the Purchaser committing breach of any terms and conditions herein contained, the Developer and the Owner shall be entitled at his own option to terminate this agreement. Provided always that the power of terminate hereinabove contained shall not be exercised by the Developer and the Owner unless and until the Developer and the Owner shall have given to the Purchaser fifteen days prior notice in writing of this intention to terminate this Agreement. Registered Post A.D at the address given in this Agreements for service or by e-mail and of the specific the breach or breaches of the terms and conditions in respect of which it is intended to terminate this agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within the time mentioned in such notice. Without prejudice to the right of the right of the Developer and the Owner to take action for breach arising out of delay in payment of the installments on the due dates, the Purchaser/s shall be bound and liable to pay interest as prescribed under the Rules i. e the State Bank of India Highest marginal cost of lending rate plus 2% with quarterly rests plus the administrative charges of **amount Rs. 50,000/-** and after deduction the mount paid towards the Stamp |Duty amounts which become due and payable by the Purchaser/s to the Developer and the Owner till date of actual payment. The Developer and the Owner shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon termination of the agreement and refund of aforesaid amount by the Developer and the Of owner and the Developer and the Owner shall execute and register a Cancellation Deed with the Purchaser/s cancelling the present Agreement. Further the Developer and the Owner shall beat liberty to dispose off and sell the said Premises to such person and at such prices the Developer may in their absolute discretion think fit after the execution and registration of the Cancellation Deed with the Purchaser.

(27) AMENITIES PROVIDED: - The specifications of the SAID UNIT / FLAT and the fixture, fittings and amenities to be provided by the Promoter / Developer to the SAID UNIT / FLAT or to the said building, are as described in the Agreement. The purchaser shall not be entitled to any extras. If any other extra fittings, fixtures or amenities are provided by the Promoter / Developer on the request of the Purchaser, then the Purchaser shall be bound to pay the extra price for such additions. If there is some changes in building amenities the developer have sole authority to take decision. Any additional specification or work will be charged extra. No rebate will be given for cancellation or omission of any item, which is agreed as aforesaid.

(28) The Purchaser and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

(29) SERVICE OF NOTICES:-

All notices served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s Under Certificate/courier of Posting at his / her / their address specified in the title of this Agreement or at the address intimated in writing by the Purchaser/s after execution of this Agreement That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchaser: - (1) MR. VINITA AJAY VISHWAKARMA

RESIDING AT: Near Jarimari, R No. 608, Sadhuwani Chawl, Vijay Nagar, Kurla West, Mumbai-400072

Promoter Name : -

M/S. ARIHANT BUILDCON.
Gajanan Commercial Complex,
G.P.56, G Block, MIDC Chinchwad
Tal. Haveli, Dist. Pune 411019.
THROUGH IT'S PARTNER .
MR. SUBHASH GHEWARCHAND MEHTA .

It shall be the duty of the Purchaser and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Purchaser, as the case may be.

(30) JOINT ALLOTTEE/PURCHASERS:- That in case there are Joint Purchaser s all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser s.

31) STAMP DUTY AND REGISTRATION FEES: - The consideration of the said flat as agreed between The Owner and Purchaser/s herein and also as per the prevailing market rate in the subject locality. Which is the true and fair market value of the said flat is as stated in clause no. 1. Here in above written. This agreement is executed by the parties hereto under the Maharashtra Ownership Flats Act, 1963 and the rules made hereunder and the Provisions of The Real Estate (Regulations and Development) Act, 2016 and the rules made there under. As per the Maharashtra stamp Act, 1958, Schedule-1, Article 25 (B) (i) for fest denial premises read with Explanation 1. Further as per Maharashtra Municipal corporation Act, 1948 Section 127 (2) (CCC) from the 1/04/2013 for conveyance and additional 1% Local Body Tax & Metro Tax 1% on value of the subject property of the transaction is appeasable as per ready reckoned available with Sub-registrar Haveli the value of the said flat works out less than the aforesaid agreed consideration.

The Purchaser /s herein has paid proper stamp-duty with Local body tax along with appropriate registration fees herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, forwards the tot lay duty livable on the conveyance, which is to be executed by the Developer in favor of the Society in which the Purchaser/s will be the member in respect of the said Shop/ office .The Purchaser/s declares hereby that he/she/the has /have read and fully understood and agreed to the contents of this agreement and thereafter the same has been executed by the Purchaser/s.

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

(33) SPECIAL RIGHT OF THE PROMOTER / DEVELOPER :- The terrace or terraces, open parking space, parking, if any, of the building or buildings constructed on the said land here determents and premises including the walls, open spaces and side margins shall always be the exclusive property of I the Promoter /Developer or his nominees or assigns shall also entitled to display advertisement in or over the walls of the terraces as well as in any portion of the said Property and shall be exclusively entitled to the income that may be derived by display of the said advertisements at any time hereinafter such as mobile Tower. The agreement with the Purchaser/s and other purchasers of the premises in the I said buildings and other purchasers of the premises in the said buildings and other I structures shall be subject to the aforesaid rights of the Promoter / 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 therein as well as any portion I of the Property or any purpose including the display of advertisement and sign words and the Purchaser/s shall not be entitled to raise any objection or to any I 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 Promoter / 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 Promoter / Developer under this Clause or to assign the right 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 Promoter / Developer admit the Purchaser of the premises as its members in pursuance of the provisions hereinafter contained.

(34) GOVERNING LAW;- That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pane - District courts/ will have the jurisdiction for this Agreement.

(35) REVISION OF SANCTIONED BUILDING PLAN:- THE Developer and the owner has shown the sanctioned plan to the Flat Purchaser which shows the floor Spaced index (FSI) presently unutilized F.S.I in respect to the said land. The Developer and the owner hereby declares that the Floor Space index available as on date in respect of the project land has been disclosed to the Unit Purchaser/s and as such the construction as per sanction can be done on the said land and the Promoter has planned to utilized Floor Space index of road widening by availing of FSI/ DRC and T.D.R. available on payment of premiums or FSI available as incentive FSI by implementing various scheme etc. As mentioned in the Development Control Regulation or based on execution of increased FSI which may be available in future or modification to Development Control Regulations which are applicable to the said project. The Develop has disclosed the proposed Area. As proposed to be utilized by him on the project land in the project and the Unit Purchaser/s has agreed to purchase the said accommodation based on the proposed construction and sale of accommodation to be carried out by the developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only, The Developer has attached the Sanctioned Layout Plan as well as Proposed Layout Plan to these presents as annexure -2 the plan of the said Premises is subject to amendments and changes as may be stipulated by the sanctioning authorities, Government, local authority and/ or the requirements of the Developer. The Unit Purchaser/s has/have agreed to purchase the said Apartment based the proposed construction and sale of apartments to be carried out by the Develop by utilizing the proposed construction and sale understanding that the declared proposed FSI shall belong to Developer only. The Purchaser hereby agrees and gives his specific irrevocable consent, through the present Deed. Developer to carry out such amendments, alteration, modifications and/ or variations in construction said Premises, said Building on the said property and /or to the layout plan and or to the Building plans (whether or not envisaged and or constructed at present), provided that the location and the area/ size of the said Premises agreed to be purchased by the Purchaser is not in any manner adversely affected. The Purchaser agrees that the said consent is irrevocable. It is disclosed by the Developer to the Purchaser agrees that the said consent is said lay out or in the proposed lay out shall be developed by the developer by getting the construction lands sanctioned from the appropriate authority and the Unit Purchaser/s consent/s to the same. The Developer shall sell the units in the building. and the Purchaser/s shall not have any concern with it. The Developer declares that the F.S.I in respect of the said land is used only for the said Project and no part of the said F.S.I has been utilized by the developer declares that the F.S.I in respect of the said land is used only for the said Project and no part of the said F.S.I has been utilized by the Developer elsewhere for any other purpose. The Developer has disclosed to the Purchaser that the of the F.S.I. shall become available only after happening of certain events during the construction of the said Project and after the events happen, the Develop, shall get the construction plans revised from the appropriate authority without disturbing the area and location of the said Flat and the Purchaser shall give no objection without any delay. The Developer is entitled to utilize the residual FSI if any permitted as per revised D.C. rules& or the developer is entitled to put any additional floors for which adequate arrangement of amenities are already been made and for putting such additional floors, the structural arrangement have already been made and the said construction is part of the said project & the Purchaser/s is are being satisfied after seeing all the necessary records of the Developer and have accorded their consent for making further construction over the building already sanctioned subject to the condition of Purchaser's tenement is not altered or change.

(36) CONSTRUCTION:- The Developer has completed the construction of the said Building as per the said approved plans as approved from time to time by the sanctioning authorities and restrictions, if any, imposed by sanctioning authorities at the time of sanctioning the said Building Approvals. The Developer agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by Pimpri Chinchwad Municipal Corporation in the said Building Approvals or thereafter and shall before handing over the possession of the said premises to the Purchaser, obtain from the sanctioning authorities the Occupation Certificate and /or Building Completion Certificate in respect of the said Flat in said Building.

(37) TERMINATION OF AGREEMENT & DELAY IN PAYMENT :- In the event of the Purchaser/s committing default in payment on the due date stages/ schedule, of any amounts due and payable of the Purchaser/s to the Owner under this agreement (including his/b her/ their proportionate share of taxes levied by concerned local authority and other outgoings) or on the Purchaser committing breach of any terms and conditions herein contained, the Developer and the Owner shall be entitled at his own option to terminate this agreement.

Provided always that the power of terminate hereinabove contained shall not be exercised by the Developer and the Owner unless and until the Developer and the Owner shall have given to the Purchaser fifteen days prior notice in writing of this intention to terminate this Agreement. Registered Post A.D at the address given in this Agreements for service or by e-mail and of the specific the breach or breaches of the terms and conditions in respect of which it is intended to terminate this agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within the time mentioned in such notice. Without prejudice to the right of the right of the Developer and the Owner to take action for breach arising out of delay in payment of the installments on the due dates, the Purchaser/s shall be bound and liable to pay interest as prescribed under the Rules i. e the State Bank of India Highest marginal cost of lending rate plus **2%** with quarterly rests plus the administrative charges of **Amount Rs. 1,00,000/-** and after deduction the mount paid towards the Stamp Duty amounts which become due and payable by the Purchaser/s to the Developer and the Owner till date of actual payment. The Developer and the Owner shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon termination of the agreement and refund of aforesaid amount by the Developer and the Of owner and the Developer and the Owner shall execute and register a Cancellation Deed with the Purchaser/s cancelling the present Agreement. Further the Developer and the Owner shall be at liberty to dispose off and sell the said Premises to such person and at such prices the Developer may in their absolute discretion think fit after the execution and registration of the Cancellation Deed with the Purchaser.

(38) PAYMENT OF GST & OTHER TAXES:- Despite the declaration herein above, If any tax in the nature provide hereunder is imposed then the Unit Purchaser shall separately pay the said Tax, Betterment and Development charges or any other tax or out goings charges payable if any levied by the State or Central Govt. or any other authority at present or in future in respect of the sale and or transfer of the said Flat/Unit as per this Agreement. Such payment shall be effected within 7 Days of demand, and the Unit Purchaser shall exclusively be liable for any delay in payment thereof. In case the Developer is required to pay the same for any reason whatsoever, the Unit Purchaser shall immediately reimburse the said payment to the Developer as per their demand. The Purchaser shall keep the developer indemnified from all such liabilities. The Purchaser has/have hereby agreed to execute separate indemnity Bond/s for this purpose, before taking possession of the said unit. Despite the declaration herein above, if any taxi n the nature provided hereunder is opposed then the flat Purchaser hereby agree/s that in the event of any amount by way of tax, premium betterment charges, or development or tax or Educational cuss or any other tax or payment of a similar nature becoming payable to the local authority or to the sate and or central Govt. or any authority, on the purchase, development/construction of the said property and or sale of the flat, etc. and/or any of the incidents of this tracer of property in good involved in works contraction, etc. by the Developer either before or delivery of possession of the said flat the same shall be paid by the Purchaser in advanced to the Developer, as and when charged and demanded by the amount within seven days from demanded then flat Purchaser shall be liable to pay interest @ 24% p. a until the payment is made. Also in the said event there shall be a charge of the amount due on the said flat and income there from and till payment of said dues Purchaser

shall not be entitled assign, shall or transfer the said flat in any manner. It is understood that interest shall not cover the damages/losses that will be suffered by the Developer due to non-payment. Therefore, Purchaser shall be further liable to pay damages and losses that will be suffered by the Developer due to non-payment and the Purchaser shall keep the developer harmless and indemnified there from. The flat Purchaser has/have hereby agreed to execute separate indemnity Bond/s for this purpose, before taking possession of the said flat. Encase of dispute regarding above the same shall dispense with oral single arbitrator to be appointed by the Developer. The Arbitrator shall dispense with oral evidence, give only one date for hearing other parties which will being formed to the parries on the address given below (and deemed as valid communication) and arbitrator shall give award maximum within 30 days form acceptance the appointment. The award give as above shall be final and binding on both parties.

GST AMOUNT	PARTICULAR
Rs. 29,500 /-	Transfer by

(39) EFFECT OF LAW: -

(39.1) This Agreement shall always be subjeSct to the provisions of the Maharashtra Ownership flats (regulation of the promotion of construction, sale, management and transfer) Act, 1963 and/or Maharashtra Apartment Ownership Act, 1970 and the Provision of the real Estate (Regulations and Development) Act, 2016 and the ruled made the rounder as the case may be.

(39.2) it is specifically agreed by and between the parties hereto that in the event of any part of the present agreement or clause/s or part of the clause or clauses being found to be void or being discovered to be void or becoming void on account of any law, rules, regulation, etc, then in that case the entire agreement shall not be treated as void-ab-into but in such case part of the present Agreement or clause or clauses or part of the clues or clauses shall or unless not possible be severed from rest of the present agreement or clause or of the present agreement or clause or clauses or part of the clause or clauses as if it never existed in this agreement.

(40) RESTRICTIONS ON PURCHASER/S: - The Promoters/Developers and Builders has informed the Purchaser/s and the Purchaser/s is aware that the Purchase of the said premises shall be subject to all the following conditions:-

(40.1) the access to the individual flat shall be as per the sanctioned plan and/or revised plan from time to time. b) Construction of a loft and other civil changes done internally shall be at the risk and cost of the Purchaser/s who shall not damage the basic R.C.C. structure.

40.2) The Construction of chimneys, hanging telephone and telex wires, electric connection, fax, teleprompter, computer devices which require external wiring cables, lines, dish antennas will not be permitted except in the form prescribed by The Promoters/Developers and Builders and his/her/its Architect in writing.

(40.3) The installation of any grills or any doors shall only be as per the form prescribed and The Promoters/Developers and Builders Architect.

(40.4) the car parking area shall not be covered / enclosed under any circumstances.

(40.5) The Purchaser/s shall not join two adjacent flats and shall not demolish or cause to be demolished and is denied at any time to make any addition or alteration of whatsoever nature in or to the structure or construction of the said flat.

40.6) The Developer at any time shall not tamper foundation strata on which the footings/lift rests. And the Developers are aware that if such geological features are disturb it may lead to the stability/ safety of any entire structure and for that Developers are indemnify to the developer.

(40.7) All phase wise construction has been made and executed for the Developers No separate fencing and/or gate will be allowed for separating any particular phase or building for whatsoever reason. All Purchaser/s in all phase/s and building/s shall have free access to all other phases and building/s i.e. entire project.

(41) RESTRICTIONS ON PURCHASER/S: - The Promoters/Developers and Builders has informed the Purchaser/s and the Purchaser/s is aware that the Purchase of the said premises shall be subject to all the following conditions:-

(41.1) The access to the individual flat shall be as per the sanctioned plan and/or revised plan from time to time. b) Construction of a loft and other civil changes done internally shall be at the risk and cost of the Purchaser/s who shall not damage the basic R.C.C. structure.

(41.2) The Construction of chimneys, hanging telephone and telex wires, electric connection, fax, teleprompter, computer devices which require external wiring cables, lines, dish antennas will not be permitted except in the form prescribed by The Promoters/Developers and Builders and his/her/its Architect in writing.

(41.3) The installation of any grills or any doors shall only be as per the form prescribed and The Promoters/Developers and Builders Architect.

(41.4) The car parking area shall not be covered / enclosed under any circumstances.

(41.5) The Purchaser/s shall not join two adjacent flats and shall not demolish or cause to be demolished and is denied at any time to make any addition or alteration of whatsoever nature in or to the structure or construction of the said flat.

(41.6) The Developer at any time shall not tamper foundation strata on which the footings/lift rests. And the Developers are aware that if such geological features are disturb it may lead to the stability/ safety of any entire structure and for that Developers are indemnify to the developer.

(41.7) all phase wise construction has been made and executed for the Developers No separate fencing and/or gate will be allowed for separating any particular phase or building for whatsoever reason. All Purchaser/s in all phase/s and building/s shall have free access to all other phases and building/s i.e. entire project.

(42)TITLE:-

(42.1) the /developer has made full and true disclosure to the Purchaser/s of the tile of the said land as well as the encumbrances, presently known to the Developer. The Developer has also disclosed to the Purchaser/s nature of its right, title and interest to construct buildings/s and to develop the said land. The Developer has also given inspection of all the relevant documents as required by law. The Purchaser/s having acquainted himself/herself/themselves with all the facts and right of the Developer pertaining to the said land has entered into this Agreement.

(42.2) The Developer herein had also requested the Purchaser/s to carry out the search and to investigate the title of the said land. The Purchaser/s here in after has, have investigated the Developer and the Owner to the said land and after being completely satisfied has/have entered into the present Agreement. The Purchaser/s hence forth shall not entitle to challenge or question the title and the right/authority of the Developer in respect of the said land and to enter into this agreement.

(43) OTHER CONDITIONS:-

(43.1) The Developer shall be entitled to transferring, allot, attach, dispose off and/or sell in any manner as they deem proper the said open spaces, adjoining terraces and other specified and unspecified spaces to anybody on the terms and conditions mentioned in the proceeding clause/s. The Unit Purchaser/s along with the other Purchaser/s or Purchaser/s of whatsoever kind in respect of the rights, title, interest of the Developer and/or its nominee's dressings in respect of matter mentioned in the proceedings clauses/s hereby gives their consent to the same.

(43.2) The Developer shall become member of the Co-operative Society/Limited Company/Apartment Condominium, if the Developer transfers, gassings allot and disposes off the said open spaces unattached covered car parking, adjoining terrace or other specified or unspecified spaces at any time to anybody the assignees, transferee and/or the Purchaser/s therefore shall be admitted as member/s of the Co-operative Society/Limited Company/Apartment Condominium. The other Unit Purchaser/s will have no right to raise any objection to admit such assignee or transferee or allotted or Purchaser/s as member of Co-operative Society/Limited Apartment Condominium.

(44) INVESTER CLOUSE:- The Purchaser/s herein has agreed to purchase the said Flat as on investor as laid down in Article 5(2) or 5(g-a)(ii) of the Bombay Stamp Act 1958 & hence it is entitled to adjust the stamp duty to the agreement against the duty payable to the agreement by the Purchaser/s herein to the subsequent Purchaser/s as per provision of the said clause Article 5(2) or 5(g-a)(ii).

DECLARATION BY PURCHASER/S The Purchaser/s declares that he/she/they/it has read the Agreement/got translated the same and fully understood the contents of the Agreement. That the Purchaser/s further agrees and assures that he/she/they/it will comply and abide by all the mutual terms and conditions stated in this agreement and thereafter same have been executed by all the parties and Purchaser/s has/have received the stamped copy of this agreement. The Purchaser knowledge all the title and read the agreement and in future purchaser not filing any complaint against the builder.

(PROMOTER/BUILDER/DEVELOPER)

(PURCHASER/S)

**PROPERTY SCHEDULE “A”
THE PROPERTY**

All that piece and parcel of the property bearing **Gat No. 254** admeasuring area **00 H.16.50 Aar i.e. 1650 Sq.Mtrs** out of **00 H 26.67 Aar.** assessed at **Rs. 0.83 Paisa** village **Borhadewadi** Taluka Haveli, Dist. Pune, within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub – Registrar Haveli and is Bounded as under :-

On or towards East : Remaning Property of Old Gat No. 1372.
On or towards West : Road.
On or towards South : Remaning Property of Old Gat No. 1372.
On or towards North : Property of Old Gat No. 1372

**PROPERTY SCHEDULE “B”
THE PROPERTY**

All that piece and parcel of the property bearing **Gat No. 253** admeasuring area **00 H.7.58 Aar i.e. 758 Sq.Mtrs** village **Borhadewadi** Taluka Haveli, Dist. Pune, within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub – Registrar Haveli and is Bounded as under :-

On or towards East : Property of Mr. Goyal
On or towards West : Remaning Property of Gat No. 253.
On or towards South : Property of M/s Arihant Buildcon .
On or towards North : Property of Mr. Ravindra Kirange.

**PROPERTY SCHEDULE “C”
THE PROPERTY**

All that piece and parcel of the property bearing **Gat No. 254** admeasuring area **00 H.4.00 Aar i.e. 400 Sq.Mtrs** village **Borhadewadi** Taluka Haveli, Dist. Pune, within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub – Registrar Haveli and is Bounded as under :-

On or towards East : Property of Mr. Goyal
On or towards West : Property of M/s Arihant Buildcon
On or towards South : 18 ft Road .
On or towards North : Property of M/s Arihant Buildcon.

**PROPERTY SCHEDULE “D”
THE PROPERTY**

All that piece and parcel of the property bearing **Gat No. 254** admeasuring area **00 H.4.18 Aar i.e. 418 Sq.Mtrs** village **Borhadewadi** Taluka Haveli, Dist. Pune, within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub – Registrar Haveli and is Bounded as under :-

or towards East : Property of Goyal.
On or towards West : Property of Plot No.2
On or towards South : Property of Sigma Tooling Company .
On or towards North : Property of M/s Arihant Buildcon.

Note1:- That the Boundaries of the above mentioned property are subject to the actual Position of the property and the misinterpretation of the same will have no adverse effect on this Agreement. And the boundaries of actual position of the said property are considered to be final and both the parties admit the same.

(Note.2 :- That the Promoters/Developers and Builders have evolved an ownership scheme for the area admeasuring about of 00 H. 16.5 Aar & 7.58 Aar which is sanctioned by the Pimpri Chinchwad Municipal Corporation and the Promoters/Developers and Builders shall have the exclusive right of construction over the admeasuring about 00 H. 16.5 Aar & 7.58 Aar and the Promoters/Developers/Builders shall have the right to utilize or consume the available the F.S.I or T.D.R of the area admeasuring about **00 H. 32.26 Aar i.e. 3226 Sq. Mtrs** in the future as per their convenience.)

SCHEDULE -B’
: DETAILS OF THE FLAT:

FLAT NO.	:	602
FLOOR	:	6 th
CARPET AREA	:	35.55 Sq. Mtrs.
BALCONY AREA	:	3.56 Sq. Mtrs.
BUILDING NAME & WING	:	ARIHANT WISDOM ‘C’ BUILDING
PARKING	:	YES

NOTE: - 1. The aforesaid specifications are general and will be provided in the Commercial as suitable as per the discretion of the Developer. 2. Any addition or alteration in specification or work will be charged extra. No rebate will be given for cancellation or omission of any item.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH AND THE YEARS HEREIN ABOVE WRITTEN.

1) MR. VINITA AJAY VISHWAKARMAExecuted as the PURCHASER “		
SIGNATURE	IMPRESSTION OF LEFT HAND THUMB	PHOTO

M/S. ARIHANT BUILDCON THROUGH IT’S PARTNER MR. SUBHASH GHEWARCHAND JAIN MEHTA.Executed as the THE PROMOTERS/DEVELOPERS & BUILDERS.		
SIGNATURE	IMPRESSTION OF LEFT HAND THUMB	PHOTO

(1) Mr. Ataullah Mohamad Khalil Siddiki ,(2) Mr. Imran Khan Yarmohamad Chaudhary Through Development Agreement & Power of Attorney Holder, M/S. KRV BUILDCON THROUGH PROPA. MR. SANJAY KAPOORCHAND SOLANKI .Through Development Agreement & Power of Attorney Holder,M/S. ARIHANT BUILDCON, THROUGH IT’S PARTNER,MR. SUBHASH GHEWARCHAND JAIN MEHTA.,Executed as the CONSENTING PARTY No.1.		
SIGNATURE	IMPRESSTION OF LEFT HAND THUMB	PHOTO

(1) MR. GHORAKHNATH ALIAS GHORAKSHNATH KISAN BORATE & other 14, Through Power of Attorney Holder ,(1) MR. ASHOK KISAN BORATE ,(2) MR. CHANGDEV HIRAMAN BORATE,(3) MR. SAMIR BABAN BORATE (4) MR. VISHAL DILIP BORATE MRS. NITA BAJRANG BIRDAWADE (6) MR. GANESH BALU BORATE THROUGH DEVELOPMENT AGREEMENT & POWER OF ATTORNEY HOLDER .M/S. ARIHANT BUILDCON.THROUGH IT’S PARTNER .MR. SUBHASH GHEWARCHAND JAIN MEHTA& (1) MR. GHORAKHNATH ALIAS GHORAKSHNATH KISAN BORATE & other 14, Through Power of Attorney Holder ,(1) MR. ASHOK KISAN BORATE ,(2) MR. CHANGDEV HIRAMAN BORATE,(3) MR. SAMIR BABAN BORATE (4) MR. VISHAL DILIP BORATE MRS. NITA BAJRANG BIRDAWADE (6) MR. GANESH BALU BORATE THROUGH EVLOPMENT AGREEMENT & POWER OF ATTORNEY HOLDER MR. YOGESHKUMAR CHAUDHARI .MR. PUKHRAJ, MR. KIRTI KUMAR . THROUGH DEVELOPMENT AGREEMENT & POWER OF ATTORNEY HOLDER M/S. ARIHANT BUILDCON,THROUGH IT’S PARTNER ,MR. SUBHASH GHEWARCHAND JAIN MEHTAExecuted as the CONSENTING PARTY 2 & 3 .		
SIGNATURE	IMPRESSTION OF LEFT HAND THUMB	PHOTO

WITNESS:-

1. SIGN; -.....

NAME;-

ADD;-.....

2. SIGN;-

NAME;-.....

ADD;-

AMENITIES

- (1) SOLAR WATER
- (2) RAIN WATER HARVESTING.
- (3) LIFT WITH POWER BACKUP.
- (4) LETTER BOX WITH NAME PLATE.
- (5) COMPOUND WALL & ENTERANCE GATE.
- (6) EARTHQUAKE RCC.
- (7) GRANITE PLATFORM WITH SINK.
- (8) DESIGNER TILES FOR DEDO.
- (9) CONCEALED WIRING.
- (10) MODULER SWITCHES.
- (11) M.S.SAFETY GRILLS.
- (12) VATRIFIED TILES FLOORING.
- (13) LAMENTED ENTERANCE DOOR.
- (14) INTERNAL WALL WITH OIL BOND DISTEMPER.
- (15) WATER RESISTANCE PAINT OUTER WALL.
- (16) STANDARD FITING FOR BATHROOM.
- (17) GARDEN

घोषणापत्र

मी हर्षिल महिपाल सिंघवी याद्वारे घोषित करतो की, दुय्यम निबंधक हवेली क्र. १४ यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. मे अरिहंत बिल्डकॉन तर्फे भागिदार श्री सुभाष घेवरचंद जैन मेहता यांनी दि. 13/02/2025. रोजी कुलमुखत्यार दस्त क्र. 3964/2025 अन्वयेय मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे/ निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही. किंवा अन्य कोणत्याही कारणांमुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे.

सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम, 1908 चे कलम 82 अन्वये शिक्षेस मी पात्र राहीण याची मला जाणीव आहे.

दिनांक

हर्षिल महिपाल सिंघवी
कुलमुखत्यारपत्रधारकाचे नाव

