# ARTICLES OF AGREEMENT

THIS ARTICLES OF AGREEMENT IS MADE AND EXECUTED AT PUNE ON THIS \_\_\_\_\_\_\_\_\_\_\_\_, THE \_\_\_\_\_\_DAY OF \_\_\_\_\_\_\_\_\_ IN THE YEAR TWO THOUSAND AND FIFTEEN.

## **BETWEEN**

#### M/S. MAINLAND BUILDERS LLP

A Limited Liability Partnership came into being by conversion of

M/s. Mainland Builders Private Limited,

Having its office at: 312 Metro House,

Mangaldas Road,Pune 411001

PAN NO.–\_\_\_\_\_\_\_\_\_\_\_\_

Through its duly Authorized Partner

**MR.KEDAR VIRENDRA SHERLEKAR**

Age: \_\_\_\_\_Years, Occupation - Business

HEREINAFTER referred to as the “PROMOTERS”

(which expression shall unless it be repugnant to the context or meaning thereof, mean and include its Directors, administrators, assignees, liquidator etc.)

..... PARTY OF THE FIRST PART

## AND

**Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Age – \_\_\_\_ Years, Occupation - \_\_\_\_\_\_\_\_\_

P.A.N. – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Age - \_\_\_ Years, Occupation - \_\_\_\_\_\_\_\_\_\_\_

P.A.N. – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Both Residing At – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

HEREINAFTER referred to as "THE PURCHASER"

(which expression shall unless it be repugnant to the context or meaning thereof, mean and include his/her heirs, executors, administrators etc.)

..... PARTY OF THE SECOND PART

1) Mr. BapusahebBabanHargude, 2) Mr. Mohan Sarjerao Barge

through their Power of Attorney Holder

#### M/s. Mainland Builders Private Limited

#### Now by effect of Law named as "M/S. MAINLAND BUILDERS LLP"

Acting through:

**Mr. Kedar Virendra Sherlekar**

i. e. the party of the first part herein,

Hereinafter referred to as the “LAND OWNERS/CONFIRMING PARTY”

(which expression shall unless it be repugnant to the context or meaning thereof, mean and include his/her heirs, executors, administrators and assignees etc.)

..... PARTY OF THE THIRD PART

WHEREAS,

All that piece and parcel of lands being contiguous area admeasuring **00 H 99.76 Aar** comprising of land admeasuring **00 H 61.26 Aar** out of **Gat No. 887** (Old Gat No. 888) totally admeasuring 03 H 12 Aar assessed to Rs. 7 paise 40, plus area admeasuring **00 H 17 Aar** out of **Gat No. 888** (Old Gat No. 889) totally admeasuring 00 H 52 Aar assessed to Rs. 1 paise 71, plus area admeasuring **00 H 09.50 Aar** out of **Gat No. 889** (Old Gat No. 890) totally admeasuring 00 H 28 Aar assessed to Rs. 00 paise 60, plus area admeasuring **00 H 12 Aar** out of **Gat No. 890** (Old Gat No. 891) totally admeasuring 00 H 34 Aar assessed to Rs. 00 paise 72, situated in VillageWagholi, Taluka Haveli, District Pune within the limits of GrampanchayatWagholi, PanchayatSamiti Haveli, ZillaParishad Pune, District Pune, Taluka Haveli, Pune, situated within the Registration, Sub-District Taluka Haveli, District Pune hereinafter referred to as the “said land” which are more particularly described in **Schedule II** written below are owned by the Promoters and the confirming party herein as in detail described and mentioned in “Schedule I” written below.

By various agreements and other documents of ownership of the promoter on various lands mentioned as**Schedule I** below and also documents executed by the Confirming Party in favour of the Promoter herein, the Promoters alone have exclusive rights to develop the said land to make Ownership Scheme / Project and to construct tenements/spaces in the Buildings to be constructed on the said land.

The Promoters are in the process of acquiring adjoining lands to the said land.The Promoter Company was previously M/s. Mainland Builders Private Limited and by virtue of certificate dated 03/06/2015, as per the provisions of Limited Liability Partnership Act, the said Company came to be converted into Limited Liability Partnership and as per the provisions of Section 56 and 58 r.w. Rule 6 and 11 of the Third Schedule of Limited Liability Partnership Act, 2008, the assets, business, contracts, obligations and liabilities of that company vested in M/s. Mainland Builders LLP.

The Promoters herein are desirous of making a township project on various properties under acquisition by the Promoters in the vicinity and as contiguous lands to the said land including the said land, under the name and style **"Mainland Valencia"** (hereinafter referred to as the said township / project).

The Promoter is desirous of making and erecting initially the project on part of the said land which is admeasuring 00 H 92 R out of the said land and accordingly has submitted the layout plans for approval,which layout plan has been duly approved by the Collector, Pune vide order No.PMH/NA/SR/270/14 dated 10/07/2014 on the recommendation of the Assistant Director of Town Planning, Pune bearing No.PMH/NA/SR/270/14. The said area for which the Promoter submitted the layout has been more specifically described in **Schedule III** written hereunder.

The Promoters submitted the revised layouts of said lands and the building plans for the construction of the multistoried building on the land admeasuring 00 Hector 92 Ares out of the said property under report and the Collector, Pune has on the recommendation of Assistant Director, Town Planning, Pune bearing No. Rekhankan/NAPB/Mou.Wagholi/Tal.Haveli/ S.No. 887 pai, 888 pai, 889 pai, 890 pai/Sasanpu/6240, dated 16/10/2014, approved the said plans for the construction and accorded the permission for non-agricultural residential use and granted permission for construction as mentioned therein by the order bearing No. PMH/NA/SR/1154/14 dated 11/03/2015.

The prior permission under section 44 of the Maharashtra Land Revenue Code, 1966 for non-agricultural use of the said land from the Collector was applied for and the said permission is granted by Additional Collector vide letter No. PMH/NA/SR/270/14dated 10/07/2014 for the said area described in Schedule III written hereunder.

The Promoter is desirous of revising the building plans for construction of the multistoried building on the said land and also the adjoining lands under acquisition by the Promoters and has prepared the revised building plan and layout which is not yet finalized as the acquisition is in process and has shown the same to the purchaser and the purchaser has fully understood the implications thereof.

The Promoter is, for commencing the said project, desired of constructing the buildings on the area admeasuring 4996.33 Sq.Meters out of the area described in Schedule III written hereunder and the said area admeasuring 4996.33 Sq.Meters i.e. 0 H 46.9633 Aar is in detailed described in **Schedule IV** written hereunder which is for the sake of brevity hereafter referred to as the "said property" which is shown in red colour in the map attached hereto as **Annexure I**.

The Collector, Pune on the recommendations of the Assistant Director, Town Planning, Pune, has accorded it’s permission for the proposed constructions on the area admeasuring 00 H 92 R out of the said land and for remaining area admeasuring00 H 01 R out of the said land, and also, the area adjacent to the said land being acquired by the Promoter, the plan will be prepared by the Promoters and will be submitted in future. The Promoter had disclosed to the Purchaser that the area of the land on which the said project / Township is proposed will be varied due to proposed purchase of properties by the Promoter adjacent to the said land.

The Promoters had submitted the said plan for construction of two wings - Wing A and Wing B on the said property and at present the plan has been sanctioned for 10 (Ten) Floors for Wing A and 10 (Ten) Floors for Wing B and the Promoter is in the process of getting the FSI / FAR for the area under road passing out of the said land as per the prevailing rules and regulations and the Promoters have been informed by the Architect that, the plans for constructions of 13 (Thirteen) Floors in each of the Wing will be permissible and accordingly the Promoter will from time to time submit the plans for revising the permission granted earlier by the Competent Authority for consuming the entire FSI / FAR available and that may be available due to the area under road and as per the then prevailing bye-laws till the project is completed.

The Promoters have disclosed these entire facts to the Purchaser and the Purchaser has / have understood the same and has irrevocably agreed to grant the permission to the Promoter for revision of plans from time to time in order to consume the entire building potential of the said land and also the adjacent properties that the Promoter is acquiring, in the buildings to be constructed on said

property by construction utilizing potential under whatever nomenclature available including FSI / FAR and also load the TDR / FSI / paid FSI.

The Promoters have informed the Purchaser that, the Promoters have designed the structure including RCC for the purpose of consuming entire building potential on the said property and the Purchaser has understood the same.

The Purchaser after understanding the plans of the Promoters about the said scheme / project including the future construction as per the proposed revision of plans, is desirous of acquiring Flat in the buildings proposed on said property in said Township and hence approached the Promoters.

The Promoters on the request of Purchaser has supplied the Purchaser the copies of all the documents of title of the said property out of said land and the copy of layout of said land, plans, designs, specifications and such other documents required by the Provisions of Maharashtra Ownership Flat Act, 1963, the Maharashtra Apartments (Ownership) Act, 1970 and the rules made there-under (hereinafter referred to as the said act/rules) and also about the proposed consumption of entire building potential on the said property by the Promoters.

The Promoters has also supplied to the purchaser the copies of the certificate of title issued by it’s advocate i.e. Advocate Deepak D. Deshpande and the copies of the 7/12 extracts, documents of title, agreements executed by the said owners, the copies of the plans and specifications of the buildings, details of amenities and facilities proposed to be provided by the Promotersand all the documents by which the Promoters has got the exclusive rights to develop the said property, to show the nature of title to the said property. The Promoters has supplied the Purchaser the copy of the said title report and the Purchaser hereby acknowledges the same. The Promoters has annexed to this agreement the title certificate of his advocate as required by said Act, and the same is marked as **Annexure - II**.

The promoter stated and clarified that the pictures shown in the brochure and the furniture and fixture displayed in show flat are conceptual in nature and has no relevance or bearing on actual amenities and facilities to be provided which are and shall be as per annexure written hereto under only and the purchaser has agreed and understood the same.

The purchaser has before the execution of these presents independently scrutinized the foregoing documents and also this agreement, with the help of his Advocate and has completely satisfied himself in respect of the rights and title of the owners and the rights of the Promoter to the said property, the rights of the Promoters to construct township project on the said land and to sell / dispose off the same and

due compliance by the Promoters of the relevant provisions contained in the said Acts and Rules.

The Promoter has explained the flat purchaser that, the scheme being proposed by the Promoter will be carried out in phases as may deem fit by the Promoter and initially the two wings are being proposed on the said property which is described in **Schedule IV** written hereunder and the Promoter has explained the Purchaser that, the said property and the two wings constructed on the said property will be conveyed to the Society/ Apartment Condominium/ Body of Flat Purchasers and the Flat Purchasers shall not have any claim or shall not be having any claim in the remaining area out of the said land except the said property defined in Schedule IV, and the Purchaser has clearly understood the same with the help of his legal advisor.

The Purchaser, after satisfying himself about the rights of the Promoter, and the title of the said owners to the said Property, and also about the actual amenities and facilities being provided in the said scheme, approached the Promoters for acquiring occupancy rights over the Flat No. \_\_\_\_\_\_\_on \_\_\_\_\_\_\_\_\_\_ Floor in Building \_\_\_\_\_ admeasuring \_\_\_\_\_\_\_\_\_ Sq. Ft. Carpet area (more particularly described in Schedule –VI written hereunder, hereinafter referred to as "THE SAID FLAT/ PREMISES") applied to the Promoters for allotment of the same.

In the premises that, the Purchaser shall not obstruct the Promoters from revising the plans for the purposes of constructions of additional floors in the said project for consuming the entire building potential of the said land and adjoining properties being acquired by Promoter, and the Purchasers agreeing to give consent for the revision of plans whenever necessary and demanded by the Promoters, the Promoters has agreed to sell to the purchaser the said premises at the price and on terms and conditions hereinafter appearing.

Under section 4 of the said Act, the Promoter is to execute an Agreement of Sale with the Purchaser being in fact these presents and also to register the same.

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

1. The Promoters shall construct the said township project including the buildings therein, in accordance with the sanctioned plan / lay out for the time being in force and as may be revised by the Promoters as disclosed hereinbefore from time to time. It is specifically agreed by the Purchaser that the Promoters is entitled to make any alterations or variations in the said plan and / or layout, and / or amenities, facilities, as the Promoters may deem fit and proper in it’s exclusive discretion, and / or as may be required by the local authority or by the rules and regulations as may be in force from time to time till the project is completed by the Promoters. It is further agreed by the Purchaser that if the local authority permits any additional construction in the said building or / on the said property, or permits any FAR or FSI or TDR and in case the building potential of the said property permits additional construction and for the purpose the Promoters are entitled to the revision of the building plans then, it shall be the sole and exclusive property of the Promoters and the Promoters shall have exclusive authority to utilize entire building potential of the said property under whatever nomenclature available such as FAR / FSI / TDR / Paid FSI on the said property or onany other property to which the Promoters is entitled to. It is further specifically agreed that the Promoters shall in it’s exclusive discretion, entitled to construct additional floors, stories or make such additional constructions to consume the FSI / FAR on the said property. It is specifically agreed upon by the Purchaser that the Promoters, for the purposes of the carrying out the work of said Project, is entitled to avail finance by such means as the said Promoters in it’s absolute discretion may deem fit, provided the Promoter shall repay the said finance before the conveyance of the said property as enumerated herein below. The Purchaser hereby gives his irrevocable consent under the provisions of Section 7 of the said Act for alterations / additions of construction / plan as enumerated above provided it does not affect the area of the said premises and the Purchasers hereby gives irrevocable consents for availing loan by mortgaging the said property or any part thereof and the flat purchaser will not be responsible for the repayment of the said loan.
2. The Purchaser hereby agrees that the Promoter is entitled to amalgamate the said property with any other land / property that the Promoter may acquire adjacent to the said property and / or sub-divide the said property including the amalgamated property, as the Promoter in it’s absolute discretion may decide and it is specifically agreed upon and understood by the Purchaser that the Promoters shall be in it’s absolute rights, entitled to avail, get and utilize the FSI / FAR / TDR that may be sanctioned or permitted on the said property and / or such amalgamated property and shall be entitled to consume the same entirely even after the Conveyance of the said property to society or limited company etc. and that the Promoter shall be entitled to provide access road out of the said property to adjacent properties that may be acquired by the Promoter for said project and these shall be the condition in the Deed of Conveyance and the purchaser hereby irrevocably grants consent for the same. The Purchaser hereby irrevocably accords his / her / their consent for the purposes, provided, it does not affect the area or the location of the said premises. The Purchasers agree that, the Promoters will be constructing 13 floors in both the Wings and accordingly the structure has been designed and on the said basis the price of the said premises has been agreed upon.
3. The Purchaser hereby agrees to purchase and the Promoters hereby agree to sell one Flat bearing No.\_\_\_\_\_\_\_ situated on \_\_\_\_\_\_\_\_\_Floor in the Building \_\_\_ in the said project, having Carpet area of \_\_\_\_\_\_\_\_ sq.ft. i.e \_\_\_\_\_\_\_ sq. meters, plus sit-out having carpet area admeasuring \_\_\_\_\_\_\_ Sq. ft. i.e. \_\_\_\_\_ sq. meters,for the total consideration of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Only) and also agree to allot free of charges / consideration, the exclusive right to use \_\_\_\_\_\_ car parking admeasuring. 15 sq. meters, i.e. 161 Sq. ft,; which flat is more particularly described in Schedule VI written hereunder, which is hereinafter called and referred to as “the said Flat/Premises”,. The Purchaser has paid a sum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_/-(Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only) as agreed upon of the total consideration, on or before the execution of these presents by cheque which the Promoters have acknowledged by separate receipt(s).
4. The Purchaser hereby agrees and undertakes to pay, in addition to above consideration, Rs. 25,000/- for legal expenses for preparation of this Agreement, Rs.5,000/- society formation, membership fees, shares and expensesfor formation and Rs. 1,30,000/- for cabling charges and expenses for getting power connection, generator back-up, and Rs. 40,000/- for club house membership for 10 years from date of possession, to the Promoter. Thus, the total amount to be paid by the Purchaser to the Promoter for the said flat would be Rs.\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only) payable by account payee crossed cheque / demand draft drawn in the name "M/s. Mainland Builders LLP", time being the essence of this Agreement, in installments in the following manner.

Amount of Installment / Stage / Due Date of Amount

Percentage.

10% or Rs.\_\_\_\_\_\_\_\_\_\_\_/- At the time of registration of this Agreement.

10% or Rs.\_\_\_\_\_\_\_\_\_\_\_/- Within 15 days from the date of this Agreement.

10% or Rs.\_\_\_\_\_\_\_\_\_\_\_/- At the time of Plinth

10% or Rs. \_\_\_\_\_\_\_\_\_\_\_/- On Initiation of Podium

10% or Rs. \_\_\_\_\_\_\_\_\_\_\_/- On Initiation of the First Slab

10% or Rs. \_\_\_\_\_\_\_\_\_\_\_/- On Initiation of the Third Slab

10% or Rs. \_\_\_\_\_\_\_\_\_\_\_/- On Initiation of the Fifth Slab

10% or Rs. \_\_\_\_\_\_\_\_\_\_\_/- On Initiation of the SeventhSlab

10% or Rs. \_\_\_\_\_\_\_\_\_\_\_/- On Initiation of the Ninth Slab

5% or Rs. \_\_\_\_\_\_\_\_\_\_\_\_/- On Initiation of the Tenth Slab

5% or Rs. \_\_\_\_\_\_\_\_\_\_\_\_/- At the time of possession or within 15 days from the date of offering possession, whichever is earlier.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rs.\_\_\_\_\_\_\_\_\_\_\_\_/- **TOTAL AMOUNT PAYABLE EXCLUDING TAXES AND DUTIES ETC.**

1. It is agreed upon that, the price or consideration of the said premises agreed upon as mentioned herein is excluding the taxes such as Service Tax, VAT, Work Contract Tax and such other taxes as may be levied as indirect taxes by the Central Government, State Government and the Local Body and the Purchasers shall pay their share of the taxes to the Promoter along with each installment, as and when demanded by the Promoters for the payment to the Government. It is agreed upon that, in case the Promoters are levied any interest or penalty by any government for the delay in payment of such indirect taxes due to the failure of Purchasers to pay the amount to the Promoters, then the Purchasers shall be liable to pay the said amount of penalty / interest to the Promoters.
2. The parties of these presents are specifically and distinctly covenant that the time for each of the installment, payment of proportionate share of taxes including but not limited to taxes such as service tax, VAT, works contract tax and other outgoings levied by the Central government, State government or local Authority and all amounts due from the Purchaser under these presents, has been made an essence of this contract and in case the Purchaser commits any default in paying any of the amounts under these presents, which has become due and payable by the Purchaser to the Promoters, the Purchaser agrees to pay to the Promoters interest at the rate of 18% p.a. on all the amounts which become due and payable under these presents to the Promoters from the date the said amount is payable by the Purchaser and if the Purchaser fails to pay the amount due and payable together with interest at the rate of 18% per annum for the period of delay, within a month from the date on which such amount is demanded or on the Purchaser committing any default or breach of any of the terms and conditions herein contained, the Promoters shall be entitled to terminate these present and forfeit the amount of earnest money paid by the Purchaser to the Promoters.

Provided always that the Promoters shall not terminate these presents unless and until the Promoters has given to the Purchaser 15 days prior notice in writing of the intention of the Promoters to terminate these presents specifying the reasons for which it is intended to terminate these presents. Provided further that on termination as aforesaid, the Promoters shall refund to the Purchaser the part payments which till then have been paid by the Purchaser to the Promoters upon reselling the said premises to third person, but in no case the Promoters shall be liable to pay any interest on the amount so refunded to the Purchaser and in such case the Promoters shall be at liberty to dispose off and sell the said premises at any price and to any person as the Promoters may think fit. In case of such resale/disposal, if the Promoters received lesser price than agreed by and between the parties hereto in these presents, in such event the Purchaser shall be bound to make good all the losses to the Promoters within 15 days from the date of receipt of a notice from the Promoters in that behalf.

1. The fixtures, fittings, amenities and facilities proposed to be provided by the Promoters in the said premises and building are those which are set out in 'Schedule V' hereunder written and the Purchaser has satisfied himself about the same. It is agreed upon that the pictures shown in the brochure or the show flat is not and shall not be treated as the offer of amenities and facilities and it is agreed and understood that the brochure or show flat is mere display, nor the legal offering and that the amenities and facilities to be provided and agreed to be provided are only as per the Schedule V written hereunder. It is specifically agreed upon and understood by the Purchaser that the Promoters, in its absolute discretion, entitled to change such amenities and facilities. If at the instance of the Purchaser the Promoters carried out any additional item or provide any additional amenities and facilities in the said premises, the Purchaser shall be responsible to deposit in advance such agreed amount as per mutual understanding between the parties for such additional item or amenities and facilities. The Promoters states that the warrantees of the electrical and electronics equipments provided or to be provided in the said building or said premises shall be those of the manufacturers and the Promoters specifically state that it shall not be responsible or liable, for the same and the Purchaser hereby agrees the same.
2. It is hereby agreed between the parties that the Purchaser shall bear and pay all the expenses required for obtaining electricity connection in the name of the Purchaser including the amount of deposit payable in respect thereof. The Purchaser shall pay an amount of Rs. 1,30,000/- towards the cost of Transformer and cabling charges from Transformer to the meter board including charges for meter, for the supply of electricity and generator backup to the said flat / premises. The Purchaser has agreed to pay amounts in terms hereof in addition to the consideration of the said flat/premises.
3. It is agreed upon that, the “Carpet Area” shall mean the carpet area of the Unit including all passages, decks, balconies, service slabs, cupboards, niches, elevation treatment and/or any other area which the Purchaser is exclusively entitled to use. Such carpet area is calculated on bare shell basis, prior to application of any finishes / finishing material and is subject to tolerance of +2% on account of structural, design and construction variances.
4. The Purchaser shall be entitled to exclusively use the car parking to be provided to the Purchaser, the location of which will be marked in the plan that will be submitted to the Apartment Condominium / Limited Company or society as the case may at the time of conveyance.
5. The Purchaser is aware that as a part of the Building and as common amenity, the Promoter is constructing multiple basements and multiple podiums which consist of several car parking spaces to be used by the purchasers of the units of the Buildings. At the request of the Purchaser, the Promoter hereby allocates to the Purchaser car parking spaces. The exact location of the car Parking spaces allocated to the purchaser shall be finalized by the Promoter at the time of handing over the possession of the Unit. The Purchaser is aware that the Promoter has in the like manner allocated and shall be allocating other car parking spaces to several purchasers of the units in the Building/s and undertakes not to raise any objection in that regard and the rights of the Purchase to raise any such objection shall be deemed to have been waived. The Purchaser hereby further warrants and confirms that the Purchaser shall, upon formation of the Ultimate Organization and/or execution of Conveyance, as contemplated herein, cause such Ultimate Organization/Federation to confirm and ratify and shall not and/or shall cause the Ultimate Organization not to alter or change the allocation of car parking spaces in the manner allocated by the Promoter to the various purchasers (including the Purchaser herein) of the Unit in the Building.
6. The Promoters hereby agrees to hand over the possession of the said premises to the Purchaser within four years from the date of this Agreement, subject to the payment of balance amount of consideration and all the amounts due from the Purchaser by the flat purchaser and also subject to the receiving of occupancy certificate from local authority. If the Promoters fails to give possession on account of reasons beyond it’s control as per the provisions of Section 8 of Maharashtra Ownership Flats Act by the aforesaid date or the date/dates prescribed by Section 8 of the said Act, the Purchaser shall be entitled to give notice to the Promoters terminating this agreement in which case the Promoters shall within three months from the termination, refund to the Purchaser the aforesaid amount of deposits, along-with simple interest at the rate of 9% per annum. In such case, neither party shall have any right against each other in respect of said premises or under this agreement and the Promoters shall be at liberty to deal with the said premises in any manner as the Promoters may deem fit. However the Promoters shall be entitled to a reasonable extension of time for giving possession, if the delay is on account of:
7. Non-receipt of completion certificate, water connection or other essential services from the Pune Municipal Corporation / Local Authority / Town Planning Authority / such other authority as the Law permits in that behalf.
8. Non-availability of construction materials or labour.
9. War/Civil commotion or Act of God.
10. Any notice, order of the Court, Rule, Notification of Government and/or Local Authority.
11. Any litigation relating to said land and / or order of stay or injunction passed by any Court.
12. Any change in the rules or regulations that prejudicially affect the said Township project.
13. It is hereby agreed by and between the parties that the Promoters shall give possession of the said premises to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to whom the Purchaser hereby appoints as his / her nominee, in case of death of the Purchaser before the possession of the said premises is handed over to the Purchaser provided the said premises is handed over to the Purchaser provided the said nominee is ready and willing to perform or has performed the Purchaser's remaining part of these presents. In such event the said nominee shall be treated as a Purchaser for all the purposes of these presents and notices served on the said nominee shall be treated as sufficient service on all legal heirs of the Purchaser. The Promoters shall not be liable for any disputes amongst the legal heirs of the Purchaser. In case the Purchaser wants to change his nominee he may do so by informing in writing to the Promoters.
14. It is specifically agreed upon and understood by the parties hereto that the Promoter is entitled to carry out the construction of the said Project in phases as the Promoters may deem fit and the amenities and facilities agreed to be provided to the township as enumerated herein below in Schedule V shall be provided at the time of completion of the entire project.
15. The Purchaser agrees that it shall take possession of the said premises within 15 days of the Promoters giving written notice to the Purchaser intimating him that the said premises is ready for use and occupation / for Fit-outs, after paying all arrears of purchase price and all other dues, failing which the Purchaser shall loose forthwith his right, title and interest in respect of the said premises and it shall be deemed that the Purchaser has waived his rights on the said premises. The Promoters shall then, in addition to and not in derogation of any other remedy it is entitled to, be entitled to forfeit the amount of Rs. 50,000/- (Rs. Fifty Thousand only) out of the amount paid by the Purchaser and shall then refund all the rest of the amounts received by the Promoters to the Purchaser without any interest etc., whatsoever, which amount will be refunded only after the said premises is sold to another Purchaser by the Promoters. The Promoters shall be at liberty to deal with the said premises in any manner the Promoters may deem fit. In case, the Promoter incurs any loss in the sell of said premises in terms of this clause, then the Promoter shall be entitled to deduct amount of such loss from the amount to be refunded under this clause.
16. In case of termination of this Agreement, either by the acts of the Purchaser / volition of the Purchaser or due to his defaults in making payment or by whatsoever reasons, the Purchaser shall not have any claims on the said premises and the Promoter shall be fully entitled to allot or sell or transfer the said premises to such person as the Promoter may deem fit and the Purchaser shall be entitled to receive money in terms hereof and in such event, the Purchaser hereby grants his / her irrevocable consent to the change / transfer including to the electricity connection / meter supplied or installed or to be installed to the said premises.
17. The Purchaser shall on or before delivery/ possession of the said premises, pay the Promoters an amount of Rs. Rs. 25,000/- for legal expenses for preparation of this Agreement, Rs.5,000/- society formation and membership fees and for share application money, entrance fee of the Society for formation and registration of the Society/Apartment Condominium/ Ltd. Co., and other expenses. The Purchaser shall also be liable to pay the taxes, assessments and levies levied by the local authorities from the date of obtaining completion certificate in respect of the said premises.
18. The Purchaser shall use the said premises or any part thereof and shall permit the same to be used only for the purposes which are permitted under the existing rules and regulations.
19. The Purchaser shall use only the parking area allotted to him by the Promoters, for the purpose of parking his own vehicles.
20. The Promoters shall have exclusive right to deal with, dispose off and sell in any manner the open spaces, parking spaces, terraces and lobbies, etc. at any price and to any person, including a stranger, on any terms and conditions as the Promoters may think fit. The Promoters have informed the Purchaser that, the top terrace of each of the Wing shall be forming part of the flat below the top floor which top terrace shall be exclusively owned and possessed by the owner of that flat and the Purchaser has agreed to the same.
21. The Purchaser, at the exclusive option of the Promoters along-with other purchasers shall join in formation/ registration of Co-operative Housing Society/ Association of Apartment Owners Condominium/ Limited Company or a like body that would be formed by the Promoters of the flat purchasers/ unit purchasers of buildings on the said property. For this purpose the Purchaser shall sign and execute all relevant documents including bye-laws, as prepared by the Advocate of the Promoters to enable the Promoters to register the organization within the time prescribed by the said Act. It has been agreed upon that, such body shall be formed for the ultimate conveyance as contemplated by the MOFA in favour of the said body of the said property only and the purchaser and the said body / organization / society shall not have any claim or demand on other portion of the said land except the said property defined in Schedule IV only.
22. The Promoters shall within a period of three (3) years after the registration as aforesaid and subject to the timely compliance of the various provisions of these presents by Purchaser, subject also to the disposal of other premises in the proposed buildings in the said township and subject to the receipt of the entire consideration from all the purchasers in the proposed buildings, in the said project as the case may be, convey and absolutely transfer the said premises individually in favour of the Purchaser herein or the said property and building thereon in favour of the society or limited Company or Association or Apartment Owners, etc. and the Confirming Party agrees to execute such document for conveying the said premises to Purchaser or said property with buildings to society or Association etc. as the Promoters may deem fit. The Promoter has agreed and undertake to repay the loan availed by it and get the mortgage / charge on the said property redeemed before the conveyance of the said property in favour of the Society etc. as per this clause and the Purchaser has agreed upon for the same.
23. For the registration of this agreement and also the Conveyance as provided for herein, the Purchaser shall pay to the Promoters his share of stamp duty and registration charges, and other expenses as required by applicable provisions of Law.
24. In the event of the Society/Association of Apartment Owners Condominium etc. is formed before the sale and disposal by the Promoters of all the premises in the said township as aforesaid, the power of the Society, etc. so formed shall be subject to overall authority and control of the Promoters and in particular the Promoters shall have absolute authority and control as regards the unsold premises and disposal thereof. In such case the Promoters shall not be liable to pay any maintenance or other charges in respect of the unsold premises to the Society etc.
25. Even after the final conveyance of the said property and building in favour of the Society/Association of Apartment Owner's Condominium etc. the Promoters shall have a right to all the permissible FSI / FAR of said land and also right to dispose off the unsold premises in the said project in any manner and the sale proceeds thereof shall belong absolutely to the Promoters and such Purchasers shall be accepted as members of such society etc. The Promoters in such case shall not be required to pay any transfer fee or any charges or fees, to the Society etc.
26. The Purchaser shall obtain prior permission from the Promoters if the Purchaser intends to transfer or sell the said premises his rights or benefits of these presents before the final conveyance, the Purchaser shall also pay transfer fee as mutually decided to the Promoters. In no case the Purchaser shall be entitled to sell / transfer the said premises unless he has paid all the amounts due under these presents to the Promoters and if the Purchaser commits breach of this clause, the Promoters shall not be responsible and shall not give possession of the said premises to any third party nor the promoter shall be bound to recognize any third party.
27. The name of the Township on the said land / property shall always be known as “Mainland Valencia” or as decided by the Promoters in its discretion and subject to the approval of the Assistant Registrar of Co-operative Societies. The Co-operative Society/Association of Apartment to be formed shall bear the same name.
28. Provided it does not affect or prejudice in any way the rights of the Purchaser on the said premises, the Promoters shall be at liberty to sell, assign, transfer or otherwise deal in any manner with the right, title and interest of the Promoters in the said property and/or in the building as the Promoters may deem fit.
29. The Purchaser or the persons to whom the said premises are let, sublet, transferred, assigned by the Purchaser or the person who is put in possession of the said premises by the Purchaser, shall from time to time sign and execute all necessary applications, documents etc. and shall also do all acts, things and deeds as may be required by the Promoters for safeguarding interest of the Promoters and/or the Purchasers in the said building project, however, in no case, such signing etc., shall be deemed as permission of the Promoters for such letting / assigning of said premises by the Purchaser or waiver by the Promoters of it’s rights to take any action for such letting / assigning of said premises by the Purchaser.
30. It is hereby agreed by and between the parties hereto that the Promoters or the nominees of Promoters shall have absolute and perpetual right of displaying advertisements, sign boards, hoarding, communication tower etc. in or upon the said property and building or top terrace and such other places as the Promoters may deem fit, and to receive rent or such other income in respect thereof, and shall also be liable to pay all taxes in respect thereof.
31. In case if any new tax, levy, assessments, betterment or development charges are levied by the local or Government Body or if assessments, betterment or development charges or in case there is any increase in the amount of deposit to be paid for securing water and electricity connection the Purchaser shall contribute proportionately towards payments of such new taxes and increases in taxes, levies, deposits etc.
32. It is clearly covenanted that the consideration agreed upon herein is not inclusive of any taxes, cess, such as service tax, VAT, works contract tax or any other taxes as may be imposed or will be imposed by government on the transaction under these present and that the purchaser shall be liable and responsible to pay service tax and / or VAT and / or and / or works contract tax or / and such other indirect taxes as may be applicable and at the rate as may be imposed by the applicable law from time to time on construction of building/s, transfer of undivided share of purchaser in said project, or the transaction between the promoter and purchaser/s as per or in terms of or consent to this agreement is solely on the purchaser/s and that the purchaser/s shall pay such amount on demand to the Promoter within seven days, for making payment thereof to the respective government authorities and in case the Purchaser fails to pay the said amount on demand to the Promoter within 7 days, the Promoter shall be, notwithstanding anything contrary, entitled to take such steps and measures, as if the said amount is unpaid consideration, and the promoter shall be entitled to terminate the agreement or / and withhold the possession of the said premises / flat till the receipt of said amount by the Promoter.
33. Nothing contained in this agreement is intended to be construed as a grant, demise of or assignment in law of the said premises hereby agreed to be sold to him and all open spaces, parking spaces, staircases, terraces, lobbies etc. will remain the property of the Promoters until the final conveyance in favour of the Society etc. which is formed then.
34. Any delay tolerated by the Promoters in enforcing the terms and conditions of this agreement or any forbearance or giving of time to Purchaser shall not be construed as waiver on the part of the Promoters, nor shall the same in any manner prejudice the rights of the Promoters under this agreement.
35. The Purchaser shall present this agreement as well as the conveyance at the proper registration office within the time limit prescribed by Registration Act, the Purchaser shall inform the number at which it is presented and the Promoters shall attend such Office and admit the execution thereof.
36. All notices to be served on the Purchaser shall be deemed to be properly served if served to the Purchaser by Registered Post at the address of the Purchaser given in the caption of this Agreement unless the Purchasers inform change of address by advance intimation in writing to the Promoter and in such case the notice shall be sent to the said changed address.
37. It is also understood and agreed by and between the parties that the Purchaser shall not enclose or close or cover the terrace/garden space/area, without the prior written permission of the Promoters. It is specifically understood by the Purchaser that due to any alterations / additions/ enclosing of terrace etc., any FSI or FAR is consumed then the Promoters shall be entitled to damages and compensation, in addition the Promoters shall be entitled to demolish the same, at the costs of Purchaser and till that time shall not be liable to execute Final Conveyance.
38. It is specifically agreed and understood by the Purchaser that the Promoters is solely entitled to change / alter / revise building plans / lay outs as it may deem fit for consumption of entire FSI / FAR available or that may become available due to any change / amendment to the DC rules from time to time. The Purchaser hereby grant(s) his/ her / their irrevocable consent to such alteration / revision of plans for consumption of whatever additional FSI / FAR would become available to the Promoters on said land / property and it is agreed that the Purchaser will not be entitled to claim or demand any compensation or reduction in price or consideration or any concession for or on account of such revision / alteration of plans or consumption of FSI / FAR.
39. The Promoter reserves to itself, without any demur or objection of the purchaser, the right to layout further additional construction on the said property. The Purchaser is aware that the promoter is developing and constructing the buildings on the said Property and may construct further upper floor on the Building and / or the buildings on the said Property, as aforesaid, by using the available and /or acquired FSI/TDR/ any other available means of development. The Purchaser hereby accords his unconditional and irrevocable consent to the Promoter for the construction of the Buildings and additional upper floors in the Building. The Purchaser has no objection and undertakes not to raise any objection and the rights of the Purchaser to make any such claims and the rights if any in this regard are and shall be deemed to have been waived.
40. The Promoter shall be at liberty and is entitled to complete any portion/floors /wing/part of the Building and apply for and obtain part Occupation Certificate thereof. When offered, the Purchaser shall be obliged and undertakes to take said premises for possession (for fit outs) on the basis of such Part Occupation Certificate which relates to the Unit. In such an event, the Promoter shall, without any hindrance or objection by the purchaser, be entitled to carry out by itself or through its contractors or otherwise the remaining work in respect of the Building and/or the property even if the same causes any nuisance and annoyance to the Purchaser.
41. This agreement shall always be subject to the Maharashtra Apartment Ownership Act, 1970 and the Maharashtra Co-operative Societies Act, 1960, and the Rules made there-under and any other law for the time being in force.
42. The Purchaser shall be entitled to use all the facilities and amenities to be provided by the Club that may be formed by the Promoter or Assignee of the Promoter in the common space of the layout, such as children’s play area, Jogging track, party lawnin common along-with other members/ developers/occupiers in the said project on the said land, as per rules and regulations framed by the Club that may be formed by the Promoters or his assigns and the Purchaser agrees that the ownership of such amenities and facilities will always remain with the said Club formed by the Promoters and it shall be entitled to dispose off the same to such entity, as it may deem fit, however, the Purchaser shall have right to use the said amenities and facilities for period of ten (10) years from the date of possession, subject to payment of monthly charges and observance of rules framed.
43. All the expenses of stamp duty, registration charges, sales tax, VAT, service tax, if any, including attorneys costs and all the incidental expenses have been agreed upon to be borne by the Purchaser and shall be borne by the Purchaser only.
44. It is agreed between the Promoters and the Purchasers that:
45. No external changes shall be permitted including fixing of window, Air conditioning units, name boards etc. Name Plates may be fixed only on door or above door as shown on architect's drawings. No display or posters shall be fixed outside the premises.
46. No structural changes shall be permitted.
47. No change affecting the water proofing of toilets and terraces shall be permitted.
48. Terrace including attached terrace in the said flat shall remain free of any structure or display.
49. Corridors outside each premises and passages shall remain free from signs, posters, displays cases, furniture, water coolers etc.
50. All the places, spaces, premises, parking, garden etc., not allotted to any person specifically, shall be always in the possession and occupation of Promoters and the Promoters shall have supreme and absolute authority to deal with the same.
51. The carbon credit / points generated or that may be allotted under the applicable Laws and rules to the said project or accrued to the said project shall always be the sole property of the Promoters and the Promoters shall be entitled to sell, transfer or dispose off the same as the Promoters may deem fit.
52. The ownership of all the equipments and facilities installed for alternate power generation and / or utilization including but not limited to solar heater, solar cells etc., shall always be with the Promoters, until the same is transferred to Limited company / Apartment Association / Society etc., and the Promoters shall be entitled to charge monthly amounts for the utilization of such equipments, till such period.
53. It is agreed upon and understood that in case the Purchaser carries out any addition or alteration in the said premises or carries out any major work in the said premises, then the liability of the Promoters as also warranty shall stand extinguished forthwith.
54. This agreement embodies they entire understanding of the parties hereto in relation to the booking of said premises/flat and this agreements supersedes any previous agreements, assurances, undertakings, commitments or correspondence, verbal or otherwise between the parties here to.
55. In case the Promoters hand over the possession of the said flat to the Purchaser upon execution of the possession receipt before final conveyance on the request of the purchaser / At the time of taking the possession of the said premises, in such event notwithstanding anything to the contrary in this agreement, the Purchaser shall pay for the undertaking maintenance of the buildings etc., to the Promoters an amount of Rs. 2.50/- per sq. fts. per month for three years in advance and such amount shall be paid by account payee cheque in the name of “Chief Promoters– "Mainland Valencia” / by cash upon receipt from Chief Promoters – "Mainland Valencia”. The Promoters agrees to defray the expenses from such amounts for the maintenance of the building on the said property before conveyance and agrees to hand over the remainder, if any, to the Apartment Condominium / Society, upon conveyance. It is agreed upon that, in case the said amount is not sufficient for the purposes of up keeping and maintenance during such period, thenthe Promoter shall raise the demand for monthly maintenance charges and the Purchaser shall pay the same within seven (7) days from the date of demand to the Promoter in the above mentioned name. It is agreed upon that, the Promoter shall publish the audited accounts of the maintenance account on the notice board in the building within three (3) months from the end of financial year and in case the Purchaser want the copy of the same, the Purchaser shall be entitle to the copy of such audited accounts from the office of the Promoter by giving seven (7) days advance notice to the Promoter.
56. That if there be any change in the address of the tenement purchaser then it shall be the duty of the tenement purchaser to keep the Promoters informed as to the same and if there be any change and the same is not notified, by the tenement purchaser to the Promoters and due to that if communication could not reach the tenement purchaser, the Promoters shall not be responsible for the same.

## **SCHEDULE - I**

##### DETAILS OF OWNERS AND PROPERTY OWNED BY THEM

**Name of the Owners Description of property owned**

**M/s. Mainland Builders LLP** All that piece and parcel of lands being totally admeasuring 00 H 78.76 R i.e. 7876 Sq.Meters comprising of **(1)** area admeasuring **0 H 40.26 R** out of New Gat No.887 (Old Gat No.888) which is totally admeasuring 03 H 12 R; **(2)** area admeasuring **0 H 17 R** out of New Gat No.888 (Old Gat No.889) which is totally admeasuring 00 H 52 R; **(3)** area admeasuring **0 H 9.5 R** out of New Gat No.889 (Old Gat No.890) which is totally admeasuring 00 H 28 R; **(4)** area admeasuring **0 H 12 R** out of New Gat No.890 (Old Gat No.891) which is totally admeasuring 00 H 34 R; all the lands bearing above detailed Gat numbers situated in Village Wagholi (Awhalwadi), in limits of PanchayatSamiti Haveli, ZillaParishad Pune, District Pune, Taluka Haveli, Pune, situated within the Registration, Sub-District Taluka Haveli, District Pune.

**Mr. Bapusaheb Baban Hargude** Property admeasuring**00 H 11R**out of New Gat No.887 (Old Gat No.888) which is totally admeasuring 03 H 12 R situated in Village Wagholi (Awhalwadi), in limits of PanchayatSamiti Haveli, ZillaParishad Pune, District Pune, Taluka Haveli, Pune, situated within the Registration, Sub-District Taluka Haveli, District Pune.

**Mr. Mohan Sarjerao Barge** Property adm.**00 H 10 R**out of New Gat No.887 (Old Gat No.888) which is totally admeasuring 03 H 12 R; situated in Village Wagholi (Awhalwadi), in limits of PanchayatSamiti Haveli, ZillaParishad Pune, District Pune, Taluka Haveli, Pune, situated within the Registration, Sub-District Taluka Haveli, District Pune

## **SCHEDULE II**

## **DESCRIPTION OF THE SAID LAND ABOVE REFERRED TO**

All that piece and parcel of area admeasuring9976Sq.Mtrs. i.e. 00 H 99.76 R out of the lands situated at village Wagholi (Awhalwadi), Taluka Haveli, District Pune, within the limits of zillaParishad Pune, PanchayatSamiti, Haveli, and within the Registration District Pune, Sub-District Haveli, comprising of lands **(1)** area admeasuring **0 H 61.26 R** out of New Gat No.887 (Old Gat No.888) which is totally admeasuring 03 H 12 R assessed to Rs. 07 ps. 48; **(2)** area admeasuring **0 H 17 R** out of New Gat No.888 (Old Gat No.889) which is totally admeasuring 00 H 52 R assessed to Rs. 01 ps. 71; **(3)** area admeasuring **0 H 9.5 R** out of New Gat No.889 (Old Gat No.890) which is totally admeasuring 00 H 28 R assessed to Rs. 00 ps. 60; **(4)** area admeasuring **0 H 12 R** out of New Gat No.890 (Old Gat No.891) which is totally admeasuring 00 H 34 R assessed to Rs. 00 ps. 72 and which contiguous area is bounded as follows:

On or towards East : Part of Gat No.887& 15 feet Road thereafter Property of New Ganesh Society

On or towards South : Gat No.886

On or towards West : Part of Gat Nos.887, 888, 889 and 890

On or towards North : Kesnand Road.

## **SCHEDULE III**

## DESCRIPTION OF AREA UNDER LAYOUT OUT OF SAID LAND

## ABOVE REFERRED TO

All that piece and parcel of area admeasuring 9200 Sq.Mtrs. i.e. 00 H 92 R out of the lands situated at village Wagholi (Awhalwadi), Taluka Haveli, District Pune, within the limits of zillaParishad Pune, PanchayatSamiti, Haveli, and within the Registration District Pune, Sub-District Haveli, comprising of lands **(1)** area admeasuring **0 H 57 R** out of New Gat No.887 (Old Gat No.888) which is totally admeasuring 03 H 12 R assessed to Rs. 07 ps. 48; **(2)** area admeasuring **0 H 17 R** out of New Gat No.888 (Old Gat No.889) which is totally admeasuring 00 H 52 R assessed to Rs. 01 ps. 71; **(3)** area admeasuring **0 H 6 R** out of New Gat No.889 (Old Gat No.890) which is totally admeasuring 00 H 28 R assessed to Rs. 00 ps. 60; **(4)** area admeasuring **0 H 12 R** out of New Gat No.890 (Old Gat No.891) which is totally admeasuring 00 H 34 R assessed to Rs. 00 ps. 72 and which contiguous area is bounded as follows:

On or towards East : Part of Gat No.887 & 15 feet Road thereafter Property of New Ganesh Society

On or towards South : Gat No.886

On or towards West : Part of Gat Nos.887, 888, 889 and 890

On or towards North : Kesnand Road

## **SCHEDULE IV**

## **DESCRIPTION OF THE SAID PROPERTY ABOVE REFERRED TO**

All that piece and parcel of area admeasuring 4996.33Sq.Mtrs. i.e. 00 H 49.9633 R out of the said property described in Schedule III written hereinabove which area is situated in Gat No.887 in village Wagholi (Awhalwadi), Taluka Haveli, District Pune, within the limits of zillaParishad Pune, PanchayatSamiti, Haveli, and within the Registration District Pune, Sub-District Haveli, and which is bounded as follows:

On or towards East : Part of Gat No.887 & 15 feet Road thereafter Property of New Ganesh Society

On or towards South : Gat No.886

On or towards West : Part of Gat Nos.887

On or towards North : Gat No.887, 888, 889 and property in the layout of land described in Schedule III above

Along with right to use of access road out of said land as shown in the layout as road to said property in map attached hereto as Annexure 1.

## **SCHEDULE V**

##### AMENITIES AND SPECIFICATIONS

**Building Specifications**

* Earthquake resistant RCC frame structure
* Paint-Exterior- acrylic , Interior- beauty emulsion
* Well elevated internal roads in concrete and or paving blocks
* Covered parking area with checkered or similar / equivalent tiles
* Grand entrance gate with security cabin
* Walls : 6” external and 4” internal
* Internal Gypsum plaster
* Main door : designer main door with teak veneer finish and brass fittings
* Door frames : solid wood

**Flooring**

* 24 X 24 Vitrified tiles for entire flat
* Antiskid flooring in bathrooms and terrace

**Windows**

* Powder coated aluminum sliding windows
* Mosquito net

**Electrical**

* Adequate electrical points
* Concealed wiring with modular switches
* T.V. point and Telephone point in living and master bed room
* A.C. point in master bed room
* Generator back up for lift , common lighting and water pump

**Kitchen**

* Granite kitchen platform
* Stainless sink with drain board and dado tiles up to lintel level
* Dry balcony attached to kitchen with provision of washing machine ans washing area.

**Bathroom**

* Jaguar or equivalent brand bath fittings
* Tiles up to lintel level
* Sanitary fittings of good quality

**Elevator**

* ISI Standard lift

**Amenities to be provided by the Club as mentioned hereinabove for period specified in the Agreement**

* Swimming Pool
* Club house with multipurpose hall
* Children’s play area with premium play equipments
* Party Lawn

## **SCHEDULE VI**

**DESCRIPTION OF THE SAID PREMISES ABOVE REFERRED TO ;**

Flat bearing No.\_\_\_\_\_ situated on \_\_\_\_\_\_ Floor in the building \_\_ in the said township having Carpet area of \_\_\_\_\_\_\_ sq.ft. i.e \_\_\_\_\_\_ sq. mtrs., plus Sit-out having carpet adm. \_\_\_\_\_ sq. mtrs. i.e.\_\_\_\_\_\_\_ Sq.ft., and exclusive rights of use of \_\_\_\_ car parking adm.15 sq. mtrs. i.e. 161 Sq. ft. without consideration.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE AND PUT THEIR RESPECTIVE HANDS ON THE DAY AND DATE AND YEAR HEREINABOVE MENTIONED.**

|  |  |  |
| --- | --- | --- |
| **PROMOTERS AND FOR CONSENTING PARTY** | **PHOTOGRAPH** | **SIGNATURE / THUMB IMPRESSION** |
| Mainland Builders LLP  Through its duly Authorized Partner  **Mr.Kedar Virendra Sherlekar** |  |  |
|  |

|  |  |  |
| --- | --- | --- |
| **PURCHASER** | **PHOTOGRAPH** | **SIGNATURE / THUMB IMPRESSION** |
|  |  |  |
|  |
|  |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

|  |  |
| --- | --- |
| **WITNESSES** | **SIGNATURES** |
| 1. Name :  Address : |  |
| 2. Name :  Address : |  |

**ANNEXURE I**

##### TITLE CERTIFICATE

This is to certify that my client M/s. Mainland Builders LLP has the exclusive rights to develop the property being area admeasuring 0 H 49.9633 Aar in Gat No. 887 out of sanctioned lay out of land prepared of lands situated in Village Wagholi, Talukar Haveli, District Pune admeasuring 9200 Sq.Mtrs. i.e. 00 H 92 R, comprising of lands **(1)** area admeasuring **0 H 57 R** out of New Gat No.887 (Old Gat No.888) which is totally admeasuring 03 H 12 R assessed to Rs. 07 ps. 48; **(2)** area admeasuring **0 H 17 R** out of New Gat No.888 (Old Gat No.889) which is totally admeasuring 00 H 52 R assessed to Rs. 01 ps. 71; **(3)** area admeasuring **0 H 6 R** out of New Gat No.889 (Old Gat No.890) which is totally admeasuring 00 H 28 R assessed to Rs. 00 ps. 60; **(4)** area admeasuring **0 H 12 R** out of New Gat No.890 (Old Gat No.891) which is totally admeasuring 00 H 34 R assessed to Rs. 00 ps. 72.

The said layout has been prepared of the said area out of the lands owned by my client totally admeasuring 00 H 99.76 R comprising of lands **(1)** area admeasuring **0 H 61.26 R** out of New Gat No.887 (Old Gat No.888) which is totally admeasuring 03 H 12 R assessed to Rs. 07 ps. 48; **(2)** area admeasuring **0 H 17 R** out of New Gat No.888 (Old Gat No.889) which is totally admeasuring 00 H 52 R assessed to Rs. 01 ps. 71; **(3)** area admeasuring **0 H 9.5 R** out of New Gat No.889 (Old Gat No.890) which is totally admeasuring 00 H 28 R assessed to Rs. 00 ps. 60; **(4)** area admeasuring **0 H 12 R** out of New Gat No.890 (Old Gat No.891) which is totally admeasuring 00 H 34 R assessed to Rs. 00 ps. 72 and which area adm. 0 H 49.9633 R is bounded as follows:

On or towards East : Part of Gat No.887 &15 feet Road thereafter Property of New Ganesh Society

On or towards South : Gat No.886

On or towards West : Part of Gat Nos.887

On or towards North : Gat No.887, 888, 889 and property in the layout of land described in Schedule III above

**Sd/-**

Deepak D. Deshpande

**Place : Pune Advocate**

**Date : 07/07/2015**