

AGREEMENT

This Agreement is made and executed at Pune on this __ day of _____ in the year **201**__.

BETWEEN

NANDAN ASSOCIATES,

A Partnership Firm,
Registered Under
The Indian Partnership Act 1932,
having its registered office at
Amar Business Park,
Office No.406 & 407, S.No.105/3,
Baner Road, Near Sadanand Estate,
Baner, Pune - 411 045.

PAN – AAFFN 6713N

Through its duly authorised Partner,
MR. SHAMKANT KESHAV KOTKAR.
Age - 49 Years, Occ. - Business,

Hereinafter referred to as the 'PROMOTER'

(Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said Firm and its present and future Partners, and the survivors or survivors of them and the heirs, executors, administrators, etc)

PARTY OF THE FIRST PART.

AND

1. MR. _____

Age – _____ Years, Occ. – _____

PAN – _____

2. MRS. _____

Age – _____ Years, Occ. – _____

PAN – _____

All r/at :- _____

Hereinafter collectively referred to as the 'ALLOTTEE/S'

(Which expression shall unless repugnant to the context or meaning thereof shall mean and include his / her / their heirs, trustees, administrators, executors, transferees, assigns etc.)

PARTY OF THE SECOND PART.

WHEREAS, all that piece and parcel of the lands bearing Survey Nos. 22/1, admeasuring about 11500 Sq.mtrs + 22/2(part) admeasuring about 1975 Sq.mtrs + 22/2/1 admeasuring about 8600 Sq.mtrs + 22/2/2 admeasuring about 275 Sq.mtrs + 22/2/4 admeasuring about 2000 Sq.mtrs + 22/2/5 admeasuring about 2000 Sq.mtrs + 22/2/6 admeasuring about 150 Sq.mtrs + 22/2/7 admeasuring about 300 Sq.mtrs + 22/2/9 admeasuring about 300 Sq.mtrs + 22/2/10 admeasuring about 150 Sq.mtrs, 22/2/11 admeasuring about 250 Sq.mtrs + 22/3(part) admeasuring about 200 Sq.mtrs out of total admeasuring about 8925 Sq.mtrs + 22/3/4 admeasuring about 125 Sq.mtrs + 22/3/9 admeasuring about 200 Sq.mtrs + 22/3/10 admeasuring about 200 Sq.mtrs + 22/5 (part) admeasuring about 4852 Sq.mtrs out of total admeasuring about 8000 Sq.mtrs + 22/6/2 admeasuring about 227 Sq.mtrs + 22/6/3 admeasuring about 467 Sq.mtrs totally admeasuring about 33771 sq. mtrs. situate at Mouje Balewadi, Taluka - Haveli, Dist. - Pune, within the limits of Pune Municipal

Corporation and within registration Sub District Taluka Haveli and Registration District of Pune, (which are more particularly described in Schedule-I written hereunder) are herein after collectively referred to as the “said lands/ property”

AND WHEREAS the said lands were owned by various owners who have initially executed various Agreements entrusting the development rights of their respective plots/ lands unto the Promoter herein and also agreed vide said agreements to sell their respective plots/lands to the Promoter herein, the said various land owners have in furtherance of the said agreements executed various registered Power of Attorneys in respect of their respective plot/ land / property in favour of the present Promoter, M/s. Nandan Associates authorizing its partner to carry out various acts, deeds and things enumerated therein. Pursuant to the Agreements with the respective Land owners the Promoter has paid entire agreed consideration to the said various land owners and accordingly Sale Deeds in respect of the said lands have been executed by the said various owners in favour of M/s Nandan Associates i.e. the Promoter herein. The details of the Names of Land owners, their respective Survey Number/ Hissa No., Agreement/s, Power of Attorney and the Sale Deed/s are mentioned hereunder.

Sr. No	Name of Land Owners	S. No. Hissa No.	Area in sq. mtrs.	Agreement Reg. No. / Date / HVL No.	Power of Attorney Reg. No. / Date / HVL No.	Sale Deed Reg. No. / Date / HVL No.
1	Mr. Ajay Kapasi	22/1	900	154/2006 Dt 7.1.2006 HVL – 15	155/2006 Dt 7.1.2006 HVL – 15	1288/2009 Dt 24.4.2009 HVL - 19
2	Mrs. Asha Biyani	22/1	800	162/2006 Dt 7.1.2006 HVL – 15	163/2006 Dt 7.1.2006 HVL – 15	1272/2009 Dt 24.4.2009 HVL - 19
3	Mrs. Draupadi Soni	22/1	900	178/2006 Dt 7.1.2006 HVL – 15	179/2006 Dt 7.1.2006 HVL – 15	1293/2009 Dt 24.4.2009 HVL - 19

4	Mr. Kailash Biyani	22/1	900	174/2006 Dt 7.1.2006 HVL – 15	175/2006 Dt 7.1.2006 HVL – 15	1284/2009 Dt 24.4.2009 HVL - 19
5	A) Sou. Kamla Surana	22/1	900	3745/2005 Dt 26.5.2005 HVL - 15	3746/2005 Dt 26.5.2005 HVL - 15	1276/2009 Dt 24.4.2009 HVL - 19
	B) Mr. Premchand Surana					
6	Mrs. Kamini Kapasi	22/1	800	170/2006 Dt 7.1.2006 HVL – 15	171/2006 Dt 7.1.2006 HVL – 15	1282/2009 Dt 24.4.2009 HVL - 19
7	Sou. Manju Surana	22/1	900	3743/2005 Dt 26.5.2005 HVL - 15	3744/2005 Dt 26.5.2005 HVL - 15	1289/2009 Dt 24.4.2009 HVL - 19
8	Mrs. Radha Biyani	22/1	800	172/2006 Dt 7.1.2006 HVL – 15	173/2006 Dt 7.1.2006 HVL – 15	1283/2009 Dt 24.4.2009 HVL - 19
9	Mrs. Satradevi Biyani	22/1	500	160/2006 Dt 7.1.2006 HVL – 15	161/2006 Dt 7.1.2006 HVL – 15	1271/2009 Dt 24.4.2009 HVL - 19
10	Sou. Shefali Mehta	22/1	900	6115/2005 Dt 26.9.2005 HVL - 15	6116/2005 Dt 26.9.2005 HVL - 15	1287/2009 Dt 24.4.2009 HVL - 19
11	Mr.Vijay Mundada	22/1	500	457/2006 Dt 25.1.2006 HVL - 20	458/2006 Dt 25.1.2006 HVL - 20	1279/2009 Dt 24.4.2009 HVL - 19
12	Mr. Vinod Biyani	22/1	900	152/2006 Dt 7.1.2006 HVL – 15	153/2006 Dt 7.1.2006 HVL – 15	1286/2009 Dt 24.4.2009 HVL - 19
13	Mr. Fatechand Surana	22/1	900	3813/2005 Dt 31.5.2005 HVL - 15	3814/2005 Dt 1.5.2005 HVL - 15	1285/2009 Dt 24.4.2009 HVL - 19
14	Mr.Mukeshkumar Jain	22/1	900	4581/2005 Dt 7.7.2005 HVL - 15	4582/2005 Dt 7.7.2005 HVL - 15	1273/2009 Dt 24.4.2009 HVL - 19

15	Mr. Bhagwan Sadhu Waghmode	22/2(P)	200	5207/2006 Dt 24.7.2006 HVL - 19	5208/2006 Dt 24.7.2006 HVL - 19	1329/2009 Dt 24.4.2009 HVL - 19
16	A) Mr. Gajanan Shankar Balwadkar	22/2(P)	1175	461/2006 Dt 28.7.2006 HVL - 15	462/2006 Dt 28.7.2006 HVL - 15	1327/2009 Dt 24.4.2009 HVL - 19
	B) Mrs. Bhikubai Shankar Balwadkar					
17	A) Mr. Gajanan Shankar Balwadkar,	22/2(P)	550	-	-	3317/2009 Dt:16/5/2009 HVL - 20
	B) Mrs. Bhikubai Shankar Balwadkar					
18	A) Mrs. Indutai Appa Chitalkar	22/2(P)	50	3468/2006 Dt 4.5.2006 HVL - 15	3469/2006 Dt 4.5.2006 HVL - 15	1297/2009 Dt 24.4.2009 HVL - 19
	B) Mr. Yashwant Rajaram Kharat	22/2/10	150			
19	Mr. B. Subodh	22/2/1	900	6275/2005 Dt 6.10.2005 HVL - 15	6276/2005 Dt 6.10.2005 HVL - 15	1294/2009 Dt 24.4.2009 HVL - 19
20	Mr. Hardattraai Biyani	22/2/1	900	180/2006 Dt 7.1.2006 HVL - 15	181/2006 Dt 7.1.2006 HVL - 15	1302/2009 Dt 24.4.2009 HVL - 19
21	Mr. Bharat H. Biyani	22/2/1	900	168/2006 Dt 7.1.2006 HVL - 15	169/2006 Dt 7.1.2006 HVL - 15	1299/2009 Dt 24.4.2009 HVL - 19
22	Mrs. Durriya H. Poonawala	22/2/1	900	3740/2005 Dt 26.5.2005 HVL - 15	3741/2005 Dt 26.5.2005 HVL - 15	1301/2009 Dt 24.4.2009 HVL - 19
23	Mr. Hussein A. Poonawala	22/2/1	800	3932/2005 Dt 7.6.2005 HVL - 15	3933/2005 Dt 7.6.2005 HVL - 15	1291/2009 Dt 24.4.2009 HVL - 19
24	Dr. Murtuza H. Poonawala	22/2/1	800	3738/2005 Dt 26.5.2005 HVL - 15	3739/2005 Dt 26.5.2005 HVL - 15	1292/2009 Dt 24.4.2009 HVL - 19

25	A) Mrs. Satradevi Biyani	22/2/1	600	158/2006	159/2006	1290/2009
	B) Mr. Premchand Surana			Dt 7.1.2006 HVL – 15	Dt 7.1.2006 HVL – 15	Dt 24.4.2009 HVL - 19
26	Mrs. Shashi Salecha	22/2/1	900	6273/2005 Dt 6.10.2005 HVL – 15	6274/2005 Dt 6.10.2005 HVL – 15	1295/2009 Dt 24.4.2009 HVL - 19
27	Mrs. Sucheta Biyani	22/2/1	900	156/2006 Dt 7.1.2006 HVL – 15	157/2006 Dt 7.1.2006 HVL – 15	1298/2009 Dt 24.4.2009 HVL - 19
28	A) Sou. Usha R. Bhat	22/2/1	1000	3816/2005 Dt 31.5.2005 HVL – 15	3817/2005 Dt 31.5.2005 HVL – 15	1318/2009 Dt 24.4.2009 HVL - 19
	B) Mr. Ullal R. Bhat					
29	A) Mr. Dinkar R. Mohol	22/2/2 22/3/4	275 125	3466/2006 Dt 5.5.2006 HVL – 15	3467/2006 Dt 5.5.2006 HVL – 15	1324/2009 Dt 24.4.2009 HVL - 19
	B) Mr. Vinayak B. Mohol					
	C) Mr. Milind B. Mohol					
30	A) Mrs. Poornima A. Pandit	22/2/4 22/2/5	1000	4585/2005 Dt 7.7.2005 HVL – 15	4586/2005 Dt 7.7.2005 HVL – 15	1326/2009 Dt 24.4.2009 HVL - 19
	B) Miss Preeti A-Pandit					
	C) Mr. Chetan A. Pandit					
31	A) Mrs. Ajaya R. Bhagwat	22/2/4 22/2/5	3000	4583/2005 Dt 7.7.2005 HVL – 15	4584/2005 Dt 7.7.2005 HVL – 15	1275/2009 Dt 24.4.2009 HVL - 19
	B) Mr. Rahul R. Bhagwat					
	C) Mr. Arun Narayan Sabnis					
	D) Mrs. Manjiri A. Sabnis					
	E) Dr. Maya V. Natu					
	F) Smt. Manorama V. Natu					

	G) Mr. Prakash R. Waghmare					
	H) Mrs. Neela P. Waghmare					
32	A) Smt. Gangubai Anand Guldagad	22/2/6	150	5498/2005 Dt 28.7.2005 HVL - 15	5499/2005 Dt 28.7.2005 HVL - 15	1325/2009 Dt 24.4.2009 HVL - 19
	B) Mr. Bapu Anand Guldagad					
	C) Mr. Dashrath Anand Guldagad					
	D) Mrs. Yamuna Bapu Karade					
	E) Mrs. Shakuntala Ramchandra Talwar					
	F) Mrs. Kamal B. Kare					
	G) Mrs. Alaka D. Dhaygude					
33	Mrs. Sushila Krishna Gaikwad	22/2/7	300	2390/2006 Dt 29.3.2006 HVL - 15	2391/2006 Dt 29.3.2006 HVL - 15	1296/2009 Dt 24.4.2009 HVL - 19
34	Mr. Jagdish Baban Mane	22/2/9	300	-	-	6127/2008 Dt 8.9.2008 HVL - 15
35	A) Mr. Chandu B. Orase	22/2/11	250	2567/2008 Dt 9.4.2008 HVL - 15	2568/2008 Dt 9.4.2008 HVL - 15	1278/2009 Dt 24.4.2009 HVL - 19
	B) Mr. Bapu B. Orase					
36	Mr. Sanjay Shirsat	22/3(P)	100	5582/2006 Dt1.8.2006 HVL - 15	5583/2006 Dt1.8.2006 HVL - 15	1337/2009 Dt 24.4.2009 HVL - 19
37	Mr. Namdeo Bambharse	22/3(P)	100	2382/2006 Dt28.3.2006 HVL - 15	2383/2006 Dt28.3.2006 HVL - 15	1328/2009 Dt 24.4.2009 HVL - 19
38	Mr. Bhamrao Sarvade thro. POA holder Mr. Dongare	22/3/9	200	-	-	6611/2010 3.9.2010 HVL - 15

39	Mr. Vilas Sarvade thro. POA holder Mr. Dongare	22/3/10	200	-	-	6610/2010 Dt 3.9.2010 HVL - 15
40	Mr. Somnath Ramlal Mundada	22/5	750	459/2006 Dt 25.1.2006 HVL – 20	460/2006 Dt 25.1.2006 HVL – 20	1322/2009 Dt 24.4.2009 HVL - 19
41	Mr. Joharsinh Amarsinh Purohit	22/5	750			
42	Smt. Kamla Raghuveer Mehta	22/5	500	7840/2005 Dt 31.12.2005 HVL – 15	7841/2005 Dt 31.12.2005 HVL – 15	1320/2009 Dt 24.4.2009 HVL - 19
43	Mr. Ravi Biyani	22/5	800	176/2006 Dt 7.1.2006 HVL – 15	177/2006 Dt 7.1.2006 HVL – 15	1323/2009 Dt 24.4.2009 HVL – 19
44	Mrs. Vibha Shah	22/5	371	4587/2005 Dt7.7.2005 HVL - 15	4588/2005 Dt7.7.2005 HVL - 15	1321/2009 24.4.2009 HVL - 19
45	Mr. Sonali Rao	22/5	372	-	-	395/2011 Dt 13.1.2011 HVL - 15
46	Chandrabhaga Balwadkar & others	22/5	938	-	-	8098/2008 Dt 11.12.2008 HVL – 15
47	Latika Mohan & Rajan Passi	22/5	371	6831/2005 Dt 29.10.2005 HVL - 15	6832/2005 Dt 29.10.2005 HVL - 15	1319/2009 Dt 24.4.2009 HVL - 19
48	Bhishamber Goel	22/6/2 22/6/3	227 467	3164/2008 Dt 3.5.2005 HVL - 15	3165/2005 Dt 3.5.2005 HVL - 15	1338/2009 Dt 24.4.2009 HVL - 19
	Total		33771 Sq.mtrs			

AND WHEREAS, by virtue of the abovementioned Sale Deeds the Promoter, M/s. Nandan Associates, through its Partner, Mr. Shamkant Keshav Kotkar, has become the absolute owner of the said lands.

AND WHEREAS the Promoter herein being owner of the said lands have absolute authority to develop the said lands and to construct and allot / sell Flats / Units, terraces, etc. in the building/s to be constructed or being constructed on the said property and to entered into an Agreement/s with the purchasers of the Flats / units and to receive sale price and to give valid receipts thereof.

AND WHEREAS, the Promoter initially got the amalgamation layout in respect of the lands bearing Survey Nos. 22/1, 22/2(part), 22/2/1, 22/2/2, 22/2/4, 22/2/5, 22/2/6, 22/2/7, 22/2/9, 22/2/10, 22/2/11, 22/5, situate at Mouje Balewadi, Taluka - Haveli, Dist. - Pune total admeasuring about 30300 Sq.mtrs from Pune Municipal Corporation vide Commencement Certificate No.D.P.O./10896/C/1082 and the Promoter has also got the building construction plans in respect of building No. A1, A2, A3, A4 known as Nandan Prospera and building No. B1 known as Nandan Acura and building No. B2.

AND WHEREAS, the Promoter has got the revised amalgamation layout of the said lands bearing Survey Nos. 22/1, 22/2(part), 22/2/1, 22/2/2, 22/2/4, 22/2/5, 22/2/6, 22/2/7, 22/2/9, 22/2/10, 22/2/11, 22/3(part), 22/3/4, 22/3/9, 22/3/10, 22/5 (part), 22/6/2, 22/6/3, total admeasuring about 33771 sq. mtrs. situate at Mouje Balewadi, Taluka - Haveli, Dist. - Pune, as per the said amalgamation layout there are Plot No. 1 and 2 and the said amalgamated properties are more particularly described in Schedule I written hereunder under revised Commencement Certificate No. CC / 3860 / 16, dated 31st March, 2017, from the concerned authorities of Pune Municipal Corporation.

AND WHEREAS, the Promoter has proposed to revise the aforesaid sanctioned layout by amalgamating adjacent land/s and has also decided to revise building construction plans in respect of building No. B3 and B4(Nandan Prospera Gold);

AND WHEREAS, the Promoter has got approved from the concerned local authority the plans, elevations, section and details of the said building Nos. B3 and B4(Nandan Prospera Gold) known as "Nandan Prospera Gold" to be constructed on the said lands excluding the area falling under 18 meter DP road admeasuring about 1851.74 Sq.mtrs vide Revised Commencement Certificate No. CC / 3860 / 16, dated 31st March, 2017, from the concerned authorities of Pune Municipal Corporation and the Promoter has right to get the revised amalgamation plan/s by amalgamating adjacent plots / properties duly approved in future and the Promoter has also right to revise the building plan and the building construction plans in respect of Building No. B3 and B4(Nandan Prospera Gold) by utilizing balance F.S.I. and T.D.R. as per the prevailing D.C. Rules of Pune Municipal Corporation and the Allottee/s has given his irrevocable consent for the same and no separate consent is required to be given by the Allottee/s.

AND WHEREAS, the Promoter has also obtained non agricultural use order (N. A. Order) from the Additional Collector Pune bearing No. PRH/NA/SR/237/2007 dated 10/08/2007 in respect of an area admeasuring about 30300 Sq.mtrs and the Promoter has obtained revised NA order bearing No. NA.SR/100/2017 dated 26.09.2017 to use the area out of the said lands / property for construction of building/s thereon excluding the area falling under road.

AND WHEREAS, while sanctioning the said Plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said property and the said building/s and upon due observance performance of which only the completion and occupation certificate in respect of the said building/s shall be granted by the concerned local authority, i.e. Pune Municipal Corporation.

AND WHEREAS, the Promoter has formed a Co-Operative Housing Society of the Flat Purchasers in Building Nos.A1, A2, A3 and A4, known as Nandan Prospera under the provisions of The Maharashtra Co-operative Societies Act,1960 vide Registration No.PNA / PNA (4) / HSG / (TC) / 11828 / 2012-13, dated 3rd May, 2012.

AND WHEREAS, the Promoter has executed Sale Deed, dated 12th June, 2017, in respect of the undivided land admeasuring 15043.31 sq. mtrs. out of the sanctioned Layout of Survey Nos. 22/1, 22/2(part), 22/2/1, 22/2/2, 22/2/4, 22/2/5, 22/2/6, 22/2/7, 22/2/9, 22/2/10, 22/2/11, 22/3(part), 22/3/4, 22/3/9, 22/3/10, 22/5 (part), 22/6/2, 22/6/3, total admeasuring about 33771 sq. mtrs. situate at Mouje Balewadi, Taluka - Haveli, Dist. - Pune, along with building Nos.A1, A2, A3 and A4 and common areas and facilities such as club house, multipurpose hall, swimming pool, garden, children play area constructed thereon in favour of Nandan Prospera Co-Operative Housing Society Limited. The said Sale deed dated 12th June, 2017 is registered in the office of Sub Registrar Haveli No.21, Pune at the Serial No. 7436/2017 on 12th June, 2017.

AND WHEREAS, the Promoter has formed a Co-Operative Housing Society of the Purchasers of the Flats in the Building No.B1 known as "Nandan Acura under the provisions of The Maharashtra Co-operative Societies Act,1960 vide Registration No.PNA / PNA (2) / HSG / (TC) / 15836 / 2014, dated 16th July, 2014, and the Promoter will execute a Sale Deed in respect of the land admeasuring about 577.75 sq. mtrs. along with the building B1 consists of various flats in favour of the said "Nandan Acura Co-Operative Housing Society Limited".

AND WHEREAS, the Promoter has handed over the Building No.B2 consists of 101 flats along with the land admeasuring 581.69 sq. mtrs. to Pune Municipal Corporation against HDH reservation (high density housing reservation) vide Deed of Transfer, dated 18th January, 2013, which is duly registered at the Office of Sub Registrar, Haveli No.10, Pune, at serial No.735/2013 on same day.

AND WHEREAS, allottee/s has/have read the Sale Deed, dated 12th June, 2017, executed by the Promoter in favor of Nandan Prospera Co-Operative Housing Society Limited and the Allottee/s is / are fully aware about the terms and conditions mentioned in the said Sale Deed and which shall be binding on the Allottee/s and the Allottee/s shall not question or raise any dispute regarding the title of the said Society as well as its rights, title and interest in respect of the exclusive use of the common areas and facilities by the said Society and its Members.

AND WHEREAS, the Allottee/s herein demanded from the Promoter and the Promoter has given inspection to the Allottee/s of all the documents of title relating to the said project described in Schedule II hereunder written and also the plans, designs and specifications of the said building prepared by the Promoter's Architect Vishwas Kulkarni and the R.C.C. consultants G.A. Bhilare Consultant Pvt. Ltd. and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the said Act') and rules and regulations made there under. After the Allottee/s enquiry, the Promoter has requested to the Allottee/s to carry out independent search by appointing his / her / their own attorney / advocate and to ask any queries, he / she / they have regarding the marketable title and rights and authorities of Promoter. The Allottee/s has / have satisfied himself / herself / themselves in respect of marketable title and right and authorities of the Promoter herein. The Allottee/s has given his / her / their specific confirmation that the responsibility of the title of the said land shall be on the Promoter up and until the conveyance of the said building / phase/ wing and the said land there under.

AND WHEREAS, all the copies of the deeds, documents, ULC Orders, plans, copy of the Certificate of Title issued by the Advocate for the Promoter etc. are given separately to the Allottee/s /s as required under the provisions of The Real Estate (Regulation and Development) Act, 2016 annexed hereto and marked as Annexure 'A', 'B', respectively.

AND WHEREAS, the authenticated copies of the plans of the Layout of the project as approved by the concerned local authority have been annexed hereto and marked as Annexure C1;

AND WHEREAS the authenticated copies of the plans of the Layout of the said phase 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 phase have been annexed hereto and marked Annexure C-2,

AND WHEREAS, the copy of the proposed layout plan and the proposed building / phase / wing plan showing future proposed development as disclosed by the Promoter in his registration before

RERA authority and further disclosures on the website as mandated by the Promoter have been annexed hereto and marked as Annexure C2A;

AND WHEREAS the authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed hereto and marked Annexure E.

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

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

AND WHEREAS the Promoter has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Promoter while construction / developing the said project / phase has accordingly commenced construction / development of the same.

AND WHEREAS, the Allottee/s has / have agreed to purchase the said flat based on going through all conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the Allottee/s strictly.

AND WHEREAS, the Allottee/s requested to the Promoter for allotment to the Allottee/s **Flat No.** _____, on _____ **floor** in the **Building No.** '_____' being constructed on the said

property known as "**Nandan Prospera Gold**" which is more particularly described in Schedule-II hereunder written and for the sake of convenience is hereinafter referred to as the 'said Flat'.

AND WHEREAS, relying upon the said Offer, and subject to whatever stated herein below the Promoter agrees to sell to the Allottee/s the said Flat at the price and on the terms and conditions hereinafter appearing.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at No. **P52100000563**;

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

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

1. The Promoter shall construct the said building Nos. B3 and B4(Nandan Prospera Gold) consisting of ground parking floor, upper parking floor and 16 (sixteen) upper floors and top terrace on the said project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1.a (i) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s **Flat No.** _____ admeasuring _____ **Sq.Mtrs. carpet area,** exclusive **enclosed Balcony** admeasuring about _____ **Sq.Mtrs., Balcony** admeasuring about _____ **Sq.Mtrs.** and

open Terrace area admeasuring about _____ **Sq.Mtrs.** and **appurtenant area (Aangan)** admeasuring about _____ **Sq.Mtrs.** situated on _____ **floor** in the **Building No.** _____ (hereinafter referred to as "**the Flat**") as shown in the Floor plan thereof hereto annexed and marked Annexure E for the consideration of **Rs.** _____/- (**Rupees** _____ **Only**) inclusive of the proportionate price of the common areas and facilities appurtenant to the Flat, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s **covered Car parking** bearing **No.** _____ (As per attached plan car parking No. _____) situated at ground parking floor being constructed in the layout.

1(b) The Allottee/s has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) vide Cheque No. _____ dated _____ drawn _____ (not exceeding 10% of the total consideration) as Earnest Money Deposit or application fee and hereby agrees to pay to the Promoter the balance amount of consideration in the following manner :-

i. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the Promoter on the execution of Agreement.

iii. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building in which the said Flat is located.

- iv. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 50% of the total consideration) to be paid to the Promoter on completion of the 1st slabs of the building or wing in which the said Flat is located.
- v. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 55% of the total consideration) to be paid to the Promoter on completion of the 5th slabs of the building or wing in which the said Flat is located.
- vi. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 60% of the total consideration) to be paid to the Promoter on completion of the 10th slabs of the building or wing in which the said Flat is located
- vii. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 65% of the total consideration) to be paid to the Promoter on completion of the 15th slabs of the building or wing in which the said Flat is located.
- viii. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the 18th slabs of the building or wing in which the said Flat is located.

- ix. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 77.5% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.
- x. Amount of Rs. _____/- (Rupees _____ only) (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 Flat is located.
- xi. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 90% of the total consideration) to be paid to the Promoter on completion of the external plaster, elevation, flooring, flat terrace waterproofing of the building or wing in which the said Flat is located.
- xii. Amount of Rs. _____/- (Rupees _____ only) (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 may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.

xiii. Balance Amount of Rs. _____/- (Rupees _____ only) against and at the time of handing over of the possession of the Flat to the Allottee/s on or after receipt of occupation certificate or completion certificate.

1(c) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat. The Allottee/s is/are aware that though the Allottee/s has / have paid the GST separately as levied by the Concerned Authority, the Allottee/s is/are not entitle to claim the credit of GST from the Promoter as the Promoter has already pass on the said benefit of GST to the Allottee/s while fixing up the price / consideration of the said flat.

1(d) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

1(e) The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/s by discounting such early payments for the period by which the

respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand that from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1(g) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s 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 Allottee/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the Flat.

2.2 Time is of essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Allottee/s and the common areas to the Society of the allottees after receiving the occupancy certificate or the completion certificate or both, as the

case may be. Similarly, the Allottee/s shall make timely payment of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Area utilized for sanction of building Nos. B3 and B4 (Nandan Prospera Gold) is 16613.44 Sq.Mtrs. square meters available as on date of sanction of the plans and Promoter has planned to utilize Floor Space Area of 16693.37 Sq.Mtrs. by availing TDR or premium FSI, paid FSI, 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 2 as proposed to be utilized by him on the said Land in the said Project and Allottee/s has agreed to purchase the said Flat based on the proposed construction and sale of Flats/ apartments to be carried out by the Promoter by utilizing the proposed FSI, premium FSI, paid FSI and the TDR and on the understanding that the declared proposed FSI shall belong to Promoter only.

4. The Promoter shall initiate the process of the submission of the application for formation of the Co-operative Housing Society, of the Allottees in building Nos. B3 and B4 (Nandan Prospera Gold) within three months from the date on which 51% of the total Allottee/s in building nos. B3 and B4 (Nandan Prospera Gold) have booked their flats. The Allottee/s along with other allottee(s)s of Flats in the building Nos. B3 and B4 (Nandan Prospera Gold) shall join in forming and registering the Society to be known as "NADAN PROSPERA GOLD" or 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 the registration of the Society or 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 Allottee/s, so as to enable the Promoter to register the common organization of Allottee/s. No

objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies, as the case may be, or any other Competent Authority.

5. The Promoter hereby agrees that it shall before handing over possession of the said Land and buildings to the Society and in any event before execution of a conveyance/assignment of the said Land and buildings in favour of the society make full and true disclosure of the nature of its title to the said Land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Land, and shall, as far as practicable, ensure that the said Land is free from all encumbrances and that the Promoter has/have absolute, clear and marketable title to the said Land, so as to enable him to convey the said Land and buildings to the said society with absolute, clear and marketable title on the execution of a conveyance/assignment of the said Land and buildings by the Promoter in favour of the said society within three months from the date of receipt of the occupancy certificate / completion certificate or on receipt of entire agreed consideration from the 51% of the allottees whichever is earlier.

6.1 The Allottee/s agrees to pay to the Promoter interest at prevailing MCLR of SBI +2% per cent per annum on all the amounts which become overdue and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

6.2 Without prejudice to right of promoter to charge the interest in terms of sub clause (i) above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at its own option, to terminate this Agreement:

6.3 Provided that, Promoter shall give notice of seven days in writing to the Allottee/s by email at the email address provided by the Allottee/s of his intention to terminate this Agreement and of

the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectifies 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 and upon termination of this Agreement the Promoter, shall be at liberty to dispose of and sell the Flat to such person and at such price as the Promoter may in his absolute discretion think fit.

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

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

8. The Promoter shall give possession of the Flat to the Allottee/s on or before 30th day of March 2022. If the Promoter fails or neglects to give possession of the Flat to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause 6 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid,

9. 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) non-availability of steel, other building material, water or electric supply ;

- (ii) war, civil commotion or act of God ;
- (iii) any notice, order, rule, notification of the Government and/or other public or competent authority.

10.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Flat, to the Allottee/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Flat to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate* of the Project.

10.2 The Allottee/s shall take possession of the Flat within 15 days of the Promoters giving written notice to the Allottee/s intimating that the said Flats are ready for use and occupation:

10.3 Failure of Allottee/s to take Possession of Flat: Upon receiving a written intimation from the Promoter as per clause 10.1, the Allottee/s 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 Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 10.1 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

10.4 (A) If within a period of five years from the date of handing over the Flat to the Allottee/s, the Allottee/s brings to the notice of the Promoter any defect in the Flat or the building in which the Flat is situated or the material used therein, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Allottee(s) compensation for such defect or change. If there is a dispute

regarding any defect in the building or material used the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under section 72 of the Real Estate (Regulation and Development) Act 2016.

10.4 (B) Provided however, that the Allottee/s shall not carry out any alterations of whatsoever nature in the said apartment which shall include but not limited to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen which may result in seepage of the water. If any such works are carried out without the written consent of the promoter, the defect liability shall become automatically void. The word defect here means only the manufacturing and workman ship defect caused on account of willful neglect on the part of the promoter, and shall not mean the defects caused by normal wear and tear and by negligent use of flat by the Allottee/s.

10.4(C) That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance warranty contracts so as to be sustainable and in proper working condition to continue warranty in both flat and common project amenities wherever applicable.

10.4(D) That the Allottee/s has / have been made aware that the allottee agrees that the regular wear and tear of the flat includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree Celsius and which do not amount to structural defects and hence can not be attributed to either bad workmanship or structural defect.

11. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking the Allottee's owned vehicle.

12. The Promoter shall, within three months of registration of the Society, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoter and/or the owners in the said structure of the Building Nos. B3 and B4(Nandan Prospera Gold) in which the said Flat is situated.

13. Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Flat is ready for use and occupation, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat) of outgoings in respect of the said land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and buildings. Until the Society is formed and the said structure of the building/s is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution as decided by the Promoter per month towards the outgoings. The Allottee/s shall also be liable to pay service tax, GST, if applicable separately. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of the structure of the building is executed in favour of the society as aforesaid. On such conveyance/assignment being executed for the structure of the buildings the aforesaid deposits (less deduction provided for in this Agreement) shall be paid by the Promoter to the Society, as the case may be. The Allottee/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee/s shall be regarded as the default on the part of the Allottee/s and shall entitle the Promoter to terminate this agreement in accordance with the terms and conditions contained herein.

14. The Allottee/s shall pay to the Promoter a sum of Rs. 5000/- (Rupees Five Thousand Only) for meeting 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, and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment.

15. At the time of registration of conveyance of the structure of the buildings of the building, the Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or any document or instrument of transfer in respect of the structure of the said Buildings. At the time of registration of conveyance of the said Land and buildings, the Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said society on such conveyance or any document or instrument of transfer in respect of the structure of the said Land to be executed in favour of the Society.

16.1 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee/s as follows :

- i) The Promoter has clear and marketable title with respect to the said Land as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Project;
- ii. 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;
- iii. There are no encumbrances upon the said Land or the Project except those disclosed in the title report. The Promoter has availed the project loan from Piramal Finance Limited pursuant to

the registered Mortgage Deed dated 31.08.2017 which is duly registered at the Office of Sub Registrar Haveli No. 13 at Serial No. 8344/2017 on 31.08.2017 and Supplementary Mortgage Deed dated 20.09.2017 which is duly registered at the Office of Sub Registrar Haveli No. 22 at Serial No. 9855/2017 on 20.09.2017 in favour of IDBI Trusteeship Services Limited. The Promoter will obtain No objection certificate for sale of the aforesaid flat from IDBI Trusteeship Services Limited as per the understanding between the Promoter and Piramal Finance Limited.

iv. There are no litigations pending before any Court of law with respect to the said Land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said buildings are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said Land and said buildings 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 Land, Buildings and common areas;

vi. 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 Allottee/s created herein, may prejudicially be affected;

vii. 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 said Land on which the building Nos. B3 and B4(Nandan Prospera Gold) are being constructed. The Promoter has already conveyed the land admeasuring about 15043.31 Sq. mtrs. together with the building Nos. A1, A2, A3 and A4 and together with common areas and facilities such as club house (multipurpose hall), swimming pool, garden, children play area constructed in open space no. 1 out of the entire sanctioned layout. The Promoter has also transferred and handed over the building No. B2 to Pune Municipal Corporation against HDH reservation (high density

housing reservation) pursuant to the Deed of Transfer, dated 18th January, 2013, which is duly registered at the Office of Sub Registrar, Haveli No.10, Pune, at serial No.735/2013, on 18th January, 2013. The Promoter will transfer the proportionate land admeasuring about 581.69 Sq. mtrs. to the Pune Municipal Corporation for building No. B2. The Promoter has constructed building No. B1 and obtained Completion Certificate and has formed a Co-operative Housing Society known as “Nandan Acura Co-operative Housing Society, Ltd”. The Promoter will convey the land admeasuring about 577.75 Sq. mtrs. to the said “Nandan Acura Co-operative Housing Society, Ltd” in due course of time.

viii. The terms and conditions mentioned in the Sale Deed dated 12.06.2017 is duly registered at the Office of Sub Registrar, Haveli No.21, at serial No.7436/2017, on 12th June, 2017 executed in favour of “Nandan Prospera Co-operative Housing Society, Ltd” that the flat Purchasers in building Nos. B3 and B4(Nandan Prospera Gold) will not have any right to use the common areas and facilities such as club house (multipurpose hall), swimming pool, garden, children play area constructed in open space no. 1 and the said flat Purchasers will not have right of ingress and egress out of the side margin area / road situated on or towards north upto the public road which is situated towards the west side. The Purchasers of flats in building Nos. B3 and B4(Nandan Prospera Gold) and the proposed Nandan Prospera Gold Co-operative Housing Society, will have right to use, enjoy the tennis court to be sanctioned by Pune Municipal Corporation jointly with the “Nandan Prospera Co-operative Housing Society, Ltd” and its members. The expenses for maintenance of the tennis court shall be shared by both the societies and shall be maintained by both the societies.

ix. The Promoter herein has granted the permanent and uninterrupted easementary right to access to the Nandan Prospera Co-Operative Housing Society Ltd and its members with respect of the 6 Meter wide drive way out of the side margin open space (two way drive way) located on the Eastern side of the land under conveyance, which the easement is more particularly indicated in the map annexed to this agreement at ‘ANNEXURE-F’. The Nandan Prospera Co-Operative Housing Society Ltd shall not be liable to pay any maintenance / charges of any nature whatsoever to the

allottees of the building B3 & B4 and / organization formed for the unit purchasers of building B3 & B4, for the use of the said easementary rights.

x. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee/s in the manner contemplated in this Agreement;

xi. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the society of the Allottees in building Nos. B3 and B4 (Nandan Prospera Gold) .

x. 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;

xi. 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 said Land and/or the Project except those disclosed in the title report.

18.2 The Allottee/s or himself/themselves with intention to bring all persons into whose hands the Flat may come, hereby covenants with the Promoter as follows :-

i. To maintain the Flat at the Allottee'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 Allottee/s in this behalf, the Allottee/s 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 Allottee/s 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 Allottee/s committing any act in contravention of the above provision, the Allottee/s 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 colour 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, Pardis 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 said 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 said land and the building in which the Flat is situated.

vii. 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.

viii. 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 Allottee/s to any purposes other than for purpose for which it is sold.

ix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assign or part with the interest etc.

x. The Allottee/s shall observe and perform all the rules and regulations which the Society 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 Allottee/s shall also observe and perform all the stipulations and conditions laid down by the

Society 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.

xi. Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society/Limited Society, the Allottee/s 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.

xii. Till a conveyance of the said Land on which the building in which Flat is situated is executed in favour of Society, the Allottee/s 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 or any part thereof to view and examine the state and condition thereof.

17. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or a Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

18. 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 Allottee/s 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 said Land is transferred to the Society as hereinbefore mentioned.

19. 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 Allottee/s who has taken or agreed to take such Flat.

20. BINDING EFFECT

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

21. ENTIRE AGREEMENT

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

22. RIGHT TO AMEND

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

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

24. 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 thereunder 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.

25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

26. 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.

27. 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 Allottee/s, in after the Agreement is duly executed by the Allottee/s 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 at .

28. The Allottee/s 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. That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D or notified Email ID at their respective addresses specified below:

Name of Allottee : MR. _____

(Allottee's Address) : _____

Notified Email ID: _____

NAME OF PROMOTER - M/S. NANDAN ASSOCIATES

(Promoter Address) : Nandan House, Plot No.52,

Shivaji Housing Society, S.B. Road, Shivajinagar, Pune - 411016

Notified Email ID: sales@nandanbuildcon.com

It shall be the duty of the Allottee/s 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 Allottee/s, as the case may be.

30. JOINT ALLOTTEES

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

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune courts will have the jurisdiction for this Agreement

SCHEDULE-I

(Description of the entire project land / layout)

All that piece and parcel of the Property bearing Survey Nos. 22/1, admeasuring about 11500 Sq.mtrs + 22/2(part) admeasuring about 1975 Sq.mtrs + 22/2/1 admeasuring about 8600 Sq.mtrs + 22/2/2 admeasuring about 275 Sq.mtrs + 22/2/4 admeasuring about 2000 Sq.mtrs + 22/2/5 admeasuring about 2000 Sq.mtrs + 22/2/6 admeasuring about 150 Sq.mtrs + 22/2/7 admeasuring about 300 Sq.mtrs + 22/2/9 admeasuring about 300 Sq.mtrs + 22/2/10 admeasuring about 150 Sq.mtrs, 22/2/11 admeasuring about 250 Sq.mtrs + 22/3(part) admeasuring about 200 Sq.mtrs out of total admeasuring about 8925 Sq.mtrs + 22/3/4 admeasuring about 125 Sq.mtrs + 22/3/9 admeasuring about 200

Sq.mtrs + 22/3/10 admeasuring about 200 Sq.mtrs + 22/5 (part) admeasuring about 4852 Sq.mtrs out of total admeasuring about 8000 Sq.mtrs + 22/6/2 admeasuring about 227 Sq.mtrs + 22/6/3 admeasuring about 467 Sq.mtrs totally admeasuring about 33771 sq. mtrs. situate at Mouje Balewadi, Taluka - Haveli, Dist. - Pune, within the limits of Pune Municipal Corporation and within registration Sub District Taluka Haveli and Registration District of Pune, and the said amalgamated property is being bounded on its four sides as under -

On or towards -

On or towards East - By 18 Mtrs. DP Road & Part of Survey

On or towards West - By part of Survey No.25.

On or towards South - By Road & Part of Survey No.22/6.

On or towards North - By Part of Survey No.23

Along with all easements, hereditaments and other annexed rights.

SCHEDULE-II

**(Description of the part of project land on which
building Nos. B3 and B4 (Nandan Prospera Gold)
are being constructed)**

All that piece and parcel of the land admeasuring about 21,578.67 Sq. mtrs. out of Plot No.1 of the sanctioned layout of Survey Nos. 22/1, admeasuring about 11500 Sq.mtrs + 22/2 (part) admeasuring about 1975 Sq.mtrs + 22/2/1 admeasuring about 8600 Sq.mtrs + 22/2/2 admeasuring about 275 Sq.mtrs + 22/2/4 admeasuring about 2000 Sq.mtrs + 22/2/5 admeasuring about

2000 Sq.mtrs + 22/2/6 admeasuring about 150 Sq.mtrs + 22/2/7 admeasuring about 300 Sq.mtrs + 22/2/9 admeasuring about 300 Sq.mtrs + 22/2/10 admeasuring about 150 Sq.mtrs, 22/2/11 admeasuring about 250 Sq.mtrs + 22/3(part) admeasuring about 200 Sq.mtrs out of total admeasuring about 8925 Sq.mtrs + 22/3/4 admeasuring about 125 Sq.mtrs + 22/3/9 admeasuring about 200 Sq.mtrs + 22/3/10 admeasuring about 200 Sq.mtrs + 22/5 (part) admeasuring about 4852 Sq.mtrs out of total admeasuring about 8000 Sq.mtrs + 22/6/2 admeasuring about 227 Sq.mtrs + 22/6/3 admeasuring about 467 Sq.mtrs totally admeasuring about 33771 sq. mtrs. situate at Mouje Balewadi, Taluka - Haveli, Dist. - Pune, within the limits of Pune Municipal Corporation and within registration Sub District Taluka Haveli and Registration District of Pune, together with the building nos. B3 and B4(Nandan Prospera Gold) being constructed on the said part of the project land.

SCHEDULE-III

(Description of the Flat)

All that piece and parcel of the premises bearing **Flat No.** _____ admeasuring _____ **Sq.Mtrs. carpet area, exclusive enclosed Balcony** admeasuring about _____ **Sq.Mtrs., Balcony** admeasuring about _____ **Sq.Mtrs.** and **open Terrace** area admeasuring about _____ **Sq.Mtrs.** and **appurtenant area (Aangan)** admeasuring about _____ **Sq.Mtrs.** situated on _____ **floor** in the **Building No.** _____ in the project known as '**Nandan Prospera Gold**' along with the proportionate right to use common areas and facilities in the building mentioned hereinabove and right to use allotted **covered Car parking** space bearing **No.** _____ and the said flat is bounded as under:

On or towards East : By _____.

On or towards West : By _____.

On or towards South : By _____.

On or towards North : By _____.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Pune in the presence of attesting witness, signing as such on the day first above written.

NANDAN ASSOCIATES
Through its Partner
Mr. Shamkant Keshav Kotkar
Promoter

1. MR. _____

2. MRS. _____
The Allottee/s

Witnesses :-

1. Signature -

 Name -

 Address -

2. Signature -

 Name -

 Address -

ANNEXURE D
SPECIFICATIONS

Flooring

Italian marble in living, dining & kitchen area
Double glazed vitrified flooring in other rooms

Internal Finish

Gypsum Finish Walls with plastic emulsion paint

Kitchen

Granite Kitchen Platform with Stainless Steel Sink
Modular Kitchen Cabinets with Chimney & Hub
Water Purifier in Kitchen
Glazed ceramic DADO tiles
Dry Balcony with platform and sink
Provision for washing machine

Bathroom

Concealed Plumbing with bathroom Fixtures and Sanitary Fittings
Boilers for all Bathroom except Common bathroom
Solar Water Heater Supply for Common bathroom
Dado to walls and mat finish flooring to all bathrooms
False Ceiling in all Bathrooms
Glass Partition in Master Bed Bathroom

Doors/Windows

Powder coated Aluminium Sliding windows with mosquito net
Aluminium adjustable louvers for Bathroom
M.S. Powder coated Grill to all windows
Veneer finish Main entrance door

Electrification

Concealed copper wiring with Circuit Breakers
DG Backup to support limited Light points & Fan in each room

Adequate electrical points with modular switches
Cable & Telephone points in living & all bedrooms
Broadband provision
Foot lamps in all bedrooms
A/c provision in Living rooms & bedrooms
Tube light and fan fittings in all rooms

Others

Earthquake Resistant Building Design
DG back up for common areas, lift and services

AMENITIES

Exquisite Features

Aangan to Each flat
Entrance gate with landscaped waiting area
Double height building entrance lobby
2 High speed auto elevator with ARD synchronization system
Separate Service Elevator
2 level ample car parking
Drop- off design to the building
Facility Management room
Garbage Chute

Common Amenities

Tennis Court
Swimming Pool
Landscape Play Area
Senior Citizens Zone
Concrete Internal Roads
Power Back-up for Lift & Common Areas

Podium Amenities

Air conditioned Gym
Multipurpose hall with Indoor games & pantry area
Meeting Room
Landscape Party Lawn with Barbeque stands
Library with outdoor reading space

NANDAN ASSOCIATES

**“NANDAN PROSPERA
GOLD”**

BALEWADI, PUNE.

AGREEMENT

MR._____

MRS._____

FLAT NO.:_____

FLOOR :_____

BUILDING :_____

To

Name of the Allottee:

Address:

Email/Phone No.:

Sub: Preferential allotment of the Flat No. _____ Building No. B-3 / B-4 and Car parking No. _____ at Ground / Upper parking floor of proposed Project known as "Nandan Prospera Gold" being constructed at Survey No. 22 (part), Mouje Balewadi, Taluka Haveli, District Pune.

Sir,

We are pleased to inform you that we have preferentially allotted the Flat No. _____ Building No. B-3/B-4 of proposed Project known as "Nandan Prospera Gold" being constructed at Survey No. 22 (part), Mouje Balewadi, Taluka Haveli, District Pune to you, subjected to acceptance of the terms of this letter by you. The particular of the present transaction are:

NO.	PARTICULARS	AMOUNT
1.	Apartment Cost	
2.	Stamp Duty	
03.	Registration Fee	Rs. 30000/-
06.	GST	
7.	Maintenance charge	
Total		

The **payment Plan** for the above-mentioned charges will as under:

SR.	AMOUNT	PARTICULARS
I	Rs. _____	10% at the time of Booking N/A
II	Rs. _____	20% at the time of Agreement to Sale N/A
III	Rs. _____	15% at the time of completion of plinth
IV	Rs. _____	5 % at the time of completion of 1 st Slab
V	Rs. _____	5 % at the time of completion of 5 th Slab
VI	Rs. _____	5 % at the time of completion of 10 th slab
VII	Rs. _____	5 % at the time of completion of 15 th Slab
VIII	Rs. _____	5 % at the time of completion of 19 th Slab
IX	Rs. _____	7.5% at the time of completion of the walls, internal plaster, toilet waterproofing of the said Apartment/ Flat
X	Rs. _____	7.5% at the time of completion of the external plaster, elevation, flooring, flat terrace waterproofing, of the said Apartment/ Flat
XI	Rs. _____	5% at the time of completion of the Sanitary fittings, staircases, doors and windows, lift wells, lobbies upto the floor level of the said Apartment
XII	Rs. _____	5% at the time of 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 may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located
XIII	Rs. _____	5% at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate
	Rs. _____	TOTAL CONSIDERATION (100%)

Terms:

1. This allotment is subject to the execution and registration of the Agreement to sell. In the event of termination of this allotment the Promoter shall refund the amount so received by the promoter as advance / preferential booking amount to the Allottee within 90 days from the date on which this allotment stands terminated without any interest.
2. The Promoter shall be at liberty to allot the said flat to any third party, after the Promoter has refunded the advanced amount to the allottee as provided under the above clause.
3. The Allottee will make available all documents, as may be just and necessary for the preparation, execution and registration of the Agreement to Sell.
4. The Allottee will make himself/herself/themselves available for registration of the documents as and when needed.

Thanking you,

For M/s NANDAN ASSOCIATES

Authorized signatory

I accept the terms of the allotment.

Allottee

Date: