

AGREEMENT FOR SALE

AGREEMENT FOR SALE made at Pune this _____ day of _____
in the Christian Year Two Thousand and Twenty One.

BETWEEN

**THE KALLYAANEE FORTUNE PROPERTIES
(PAN No. AANFK1724G)**

A Partnership firm registered under the
Indian Partnership Act, 1932 having office
at-3AA, Edena Building, 97, M. K. Road, Marine Lines,
Mumbai 400020,
By its Partners-

1) SHRI. KISHORE BHURMAL JAIN

Age about 57 years, Occupation: Business;
PAN :- ADIPJ1394H

2) SHRI. NILESH SHAMLAL AGARWAL

Age about 47 years, Occupation: Business;
PAN :- AEPPA1268K

Hereinafter referred to as "**THE DEVELOPER/ PROMOTER/OWNER**"

[Which expression unless repugnant to the context or meaning thereof shall
mean and include its partners for the time being constituting the firm their
respective heirs, executors, administrators and assigns]

.....PARTY OF THE FIRST PART

AND

1) SMT. VIMAL TUKARAM PAWALE

Age about 68 years, Occupation: Housewife & Farmer;

**2) MR. NAVNATH TUKARAM PAWALE
(For Himself and Karta of HUF)**

Age about 31 years, Occupation: Farmer;
PAN :- BYUPP7739Q

**3) MR. GANESH TUKARAM PAWALE
(For Himself and Karta of HUF)**

Age about 28 years, Occupation: Farmer;

- 4) **MR. MORESHWAR NIVRUTTI PAWALE**
Age about 64 years, Occupation: Farmer;
- 4) (a) **MRS. SUMITRA MORESHWAR PAWALE**
Age about 59 years, Occupation: Farmer;
- 4) (b) **MR. ANUP MORESHWAR PAWALE**
Age about 36 years, Occupation: Farmer;
- 4) (c) **MR. MARUTI MORESHWAR PAWALE**
(For Himself and Karta of HUF)
Age about 33 years, Occupation: Farmer;
- 4) (d) **MRS. PRATIBHA VINOD YENPURE**
Age about 64 years, Occupation: Farmer;
- 5) **MR. SHIVAJI SATTU PAWALE**
Age about 83 years, Occupation: Farmer;
- 6) **SMT. PARUBAI SHIVAJI PAWALE**
Age about 75 years, Occupation: Farmer;
- 7) **MR. GORAKH SHIVAJI PAWALE**
Age about 62 years, Occupation: Farmer;
- 8) **MR. NIKHIL GORAKH PAWALE**
Age about 34 years, Occupation: Farmer;
- 9) **MR. DHAWAL GORAKH PAWALE**
Age about 31 years, Occupation: Farmer;
- 10) **MR. RAVINDRA SHIVAJI PAWALE**
Age about 59 years, Occupation: Farmer;
- 11) **MR. AMIT RAVINDRA PAWALE**
Age about 30 years, Occupation: Farmer;
- 12) **MR. SAMBHAJI SHIVAJI PAWALE**
Age about 56 years, Occupation: Farmer;
- 13) **MR. GAURAV SAMBHAJI PAWALE**
Age about 29 years, Occupation: Farmer;
- 14) **MR. SAURAV SAMBHAJI PAWALE**
Age about 26 years, Occupation: Farmer;
- 15) **MR. DEEPAK SHIVAJI PAWALE**
Age about 53 years, Occupation: Farmer;
- 16) **MASTER. SANKET SHIVAJI PAWALE**
Age about 19 years, Occupation: Education;
- 17) **MR. BALASAHEB SOPAN PAWALE**
Age about 56 years, Occupation: Farmer;
- 18) **MRS. SANGEETA BALASAHEB PAWALE**
Age about 51 years, Occupation: Housewife & Farmer;
- 19) **MISS. SAYALI BALASAHEB PAWALE**
Age about 28 years, Occupation: Farmer;

- 20) **MISS. SHRUNGIRI BALASAHEB PAWALE**
Age about 26 years, Occupation: Farmer;
- 21) **MR. NAMDEV NIVRUTTI PAWALE**
Age about 78 years, Occupation: Farmer;
- 22) **MR. DILIP NAMDEV PAWALE**
Age about 50 years, Occupation: Farmer;
- 23) **MR. CHANGDEV NIVRUTTI PAWALE**
Age about 69 years, Occupation: Farmer;
- 24) **MRS. KANTA CHANGDEV PAWALE**
Age about 61 years, Occupation: Farmer;
- 25) **MR. AMIT CHANGDEV PAWALE**
Age about 32 years, Occupation: Farmer;
- 26) **MISS. SMITA CHANGDEV PAWALE**
Age about 30 years, Occupation: Education;
- 27) **MISS. KOMAL CHANGDEV PAWALE**
Age about 28 years, Occupation: Education;
- 28) **SMT. VIMAL TUKARAM PAWALE**
Age about 66 years, Occupation: Housewife & Farmer;
- 29) **MR. NAVNATH TUKARAM PAWALE**
Age about 31 years, Occupation: Farmer;
- 30) **MR. GANESH TUKARAM PAWALE**
Age about 28 years, Occupation: Farmer;
- 31) **MR. NAMDEV NIVRUTTI NIKATE**
Age about 63 years, Occupation: Farmer;
- 31) (a) **SMT. VIASHALI NAMDEV NIKATE**
Age about 59 years, Occupation: Housewife & Farmer;
- 31) (b) **MR. KISHOR NAMDEV NIKATE**
Age about 38 years, Occupation: Farmer;
- 31) (c) **MR. MANOJ NAMDEV NIKATE**
Age about 30 years, Occupation: Farmer;
- 32) **SMT. DHONDABAI NATHU NIKATE**
Age about 81 years, Occupation: Housewife & Farmer;
- 33) **MR. MARUTI NATHU NIKATE**
Age about 66 years, Occupation: Farmer;
- 33) (a) **SMT. RAJSHREE MARUTI NIKATE**
Age about 63 years, Occupation: Housewife & Farmer;
- 33) (b) **MR. ROHAN MARUTI NIKATE**
Age about 37 years, Occupation: Farmer;
- 33) (c) **MRS. SONALI ROHAN NIKATE**
Age about 36 years, Occupation: Farmer;

33) (d) SMT. CHAITRALI BABAN HULAWALE

Age about 36 years, Occupation: Farmer;

33) (e) SMT. MONALI GANESH DARWATKAR

Age about 39 years, Occupation: Housewife & Farmer;

All 1 to 33 (e) R/at:- Village - Pirangut, Taluka Mulshi District Pune.

34) MR. NATHA PANDIT RAUT

Age about 51 years, Occupation: Farmer;

PAN:-AATPR6854L

Residing at : Village - Wakad, Taluka Haveli, District Pune

35) MRS. NEHA SUBHASH LOHKANE

Age about 50 years, Occupation: Housewife & Farmer;

Residing at Survey No 84, 165 Uttam Society, Shastrinagar, Paud Road,
Pune – 411 036

36) SUBHADRA KRUSHNA MARNE

Age about 63 years, Occupation: Farmer;

Residing at : - Ambegaon, Taluka Mulshi, District Pune

37) MRS. SANGEETA SHRIKANT KELKAR

Age about 54 years, Occupation: Housewife;

Residing at : - Flat No 7, Prachi Apartments, Mahaganesh Colony, Paud
Road, Kothrud, Pune – 411 021

Hereinafter referred to as "**OWNER/CO- PROMOTER**"

[Which expression unless repugnant to the context or meaning thereof shall
mean and include their respective heirs, executors, administrators and
assigns]

.....PARTY OF THE SECOND PART.

AND

1. **MR.** _____
Age about : – _____ Years, Occupation : - _____
PAN No. – _____
AADHAR NO – _____
Contact No. **+91** _____
Email ID : - _____
2. **MR.** _____
Age about : – _____ Years, Occupation : - _____
PAN No. – _____
AADHAR NO – _____
Contact No. **+91** _____
Email ID : - _____

All R/at: - _____

Hereinafter referred to as '**THE PURCHASER/S/ALLOTTEE/S**'

[Which expression unless repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors, administrators and assigns]

.....PARTY OF THE THIRD PART

WHEREAS the Co-Promoter and the Developers/Promoters are the Owners of all that piece and parcel of the lands situated at Village Pirangut, Taluka Mulshi, District Pune, within the limits of Zilla Parishad Pune, Taluka Panchayat Samiti Mulshi (Paud) and within the limits the jurisdiction of Sub-Registrar, Paud and Sub-Registrar Mulshi 2, Pune, **totally admeasuring about 02 Hectare 60.4033 Ares i.e. 26040 sq. mtrs.**, bearing the following Gat Nos:

Sr. No	Gat Number	Area (Hectare & Ares)
1	Gat No. 148/1	0 Hectare 52 Ares
2	Gat No. 149	1 Hectare 22.2 Ares
3	Gat No. 150	0 Hectare 14 Ares
4	Gat No. 151	0 Hectare 07Ares
5	Gat No. 152	0 Hectare 7.2 Ares
6	Gat No. 254	0 Hectare 58.4 Ares

The land is more particularly described in the **First Schedule** hereunder written and hereinafter referred to as “**the said Land**” copies of the Extracts of Village Forms VII/XII in respect of the larger land is annexed hereto and marked as **Annexure "A"**.

AND WHEREAS the Developers got development rights and ownership rights by executed various documents with original land owners, All these documents are more particularly described as under,

Gat No	First Party	Second Party	Document Type	Document No	Date
149	Mr. Balasaheb Sopan Pawale & Others	The Kallyaanee Fortune Properties	Sale Deed	735/2015	22-01-2015
254	Mr. Natha Pandit Raut	The Kallyaanee Fortune Properties	Sale Deed	1701/2015	23-02-2015
254	Mr. Natha Pandit Raut	The Kallyaanee Fortune Properties	Sale Deed	1582/2015	02-06-2015
148/1	Smt. Vimal Tukaram Pawale & Others	The Kallyaanee Fortune Properties	Development Agreement	2348/2015	16-03-2015
			Power of Attorney	2349/2015	16-03-2015
149	Mr. Natha Pandit Raut	The Kallyaanee Fortune Properties	Development Agreement	1583/2015	14-05-2015
			Power of Attorney	1584/2015	14-05-2015

149	Mr. Shivaji Sattu Pawale & Others	The Kallyaanee Fortune Properties	Development Agreement	2312/2015	13-03-2015
			Power of Attorney	2313/2015	13-03-2015
150	Mr. Shivaji Sattu Pawale & Others	The Kallyaanee Fortune Properties	Development Agreement	2321/2015	13-03-2015
			Power of Attorney	2322/2015	13-03-2015
151	Mr. Namdev Nivrutti Nikate & Others	The Kallyaanee Fortune Properties	Development Agreement	1119/2015	23-03-2015
			Power of Attorney	1120/2015	23-03-2015
151	Mr. Namdev Nivrutti Nikate & Others	The Kallyaanee Fortune Properties	Development Agreement	1119/2015	23-03-2015
			Power of Attorney	1120/2015	23-03-2015
152	Smt. Dhondabai Nathu Nikate & Others	The Kallyaanee Fortune Properties	Development Agreement	7037/2020	12-12-2020
			Power of Attorney	7038/2020	12-12-2020
254	Mrs. Sangeeta Shrikant Kelkar & Others	The Kallyaanee Fortune Properties	Development Agreement	2309/2015	13-03-2015
			Power of Attorney	2310/2015	13-03-2015
254	Mr. Namdev Nivrutti Pawale & Others	The Kallyaanee Fortune Properties	Development Agreement	2324/2015	13-03-2015
			Power of Attorney	2325/2015	13-03-2015

hereinabove, is undertaken by the Co-Promoter. A copy of 7/12 Extract whereof is annexed hereto as **Annexure "A"**;

AND WHEREAS all the facts and circumstances pertaining to Devolution of Title of the Co-Promoter to the said land and the beneficial title of the Co-Promoter to the same are set out in the Certificate of Title issued by the Advocates of the Promoter, Advocate S.S. Bhalerao, a copy whereof is annexed hereto as **Annexure "B"**

AND WHEREAS the Promoter herein applied for and has obtained permission of the Office of the Collector, Pune vide his Order dated 11/05/2021 bearing No. **MULSHI/NA/SR/51/2020**, for conversion of the

user of the said Larger Land from “agricultural” to “non-agricultural” under the provisions of Section 44 of the Maharashtra Land Revenue Code, 1966; a copy whereof is annexed hereto as **Annexure “C”**;

AND WHEREAS vide the above recited Order dated, the **PMRDA**, Pune also sanctioned the building layout/building plans in respect of the construction of the complex to be carried out on the said Larger Land vide **Commencement Certificate bearing no. BMU/Mouje. Pirangut/Taluka. Mulshi/S.N.148/1 and others /P.K. NO 325/18-19/ dated 30/08/2021** and whereas as per the said sanctioned building layout/ building plans, the Promoter herein is to construct buildings containing units and other structures on the said land. A copy whereof is annexed hereto as **Annexure “D”**;

AND WHEREAS the said sanctioned layout in respect of the said Larger Land admeasuring **26040** sq.mtrs. Includes an area of Amenity Space admeasuring **3654.72** sq.mtrs & open space area admeasuring **2436.48** sq. mtrs and area admeasuring **1675.23** sq. mtrs is under proposed D.P./ R. P. Road widening area.

AND WHEREAS after deducting an area of Amenity Space admeasuring **3654.72** sq.mtrs & area under proposed D.P./ R. P. Road widening area admeasuring **1675.23** sq. mtrs , the net plot area admeasures **20710.05 Sq. Mtrs. including** open space area admeasuring **2436.48 Sq. Mtrs** which is hereinafter referred to as “the said Land” and the same is more particularly described in the **Second Schedule** hereunder written;

AND WHEREAS the Promoter have subdivided the said net plot into Two Parts, Plot No 1 and Plot No 2. Plot No 1 area is admeasuring 1275.08 sq. mtrs and Plot No 2 area is admeasuring 19434.97 sq. mtrs.

AND WHEREAS the Promoter are developing the said Property under Plot No 2 in two Phases namely **EXCELLAA FLORENCE 1** consisting of Wing A and Wing B and **EXCELLAA FLORENCE 2** consisting of Wing C and Wing D.

AND WHEREAS the Second Phase, project named as “**EXCELLAA FLORENCE 2**” in parts and as such there would be a phase/wings wise construction under the said project work. The Developer have further disclosed to the unit purchaser/s that the development of the said property alongwith adjoining properties shall be in the phase/wing wise manner and

the Developer shall have right to change, amend and revised the sanctioned plans without any consent from the unit purchaser/s. The Developer shall form the condominium /co-operative society of unit purchasers in the Phase/wing wise manner i.e. as and when the phase/wing/s are sold and buildings are completed.

AND WHEREAS the Promoter decided to develop the whole Project in different phases out of that the this Project consists **Wing "C" & Wing "D"** (which is hereinafter referred to as "the Said Project);

AND WHEREAS details of the said Whole Project are as under:-

Descriptions of Plot No 2	sanctioned total No. of Floors as per layout	Floors in respect of which building plans have been sanctioned	Floors in respect of which building plans are yet to be sanctioned
Wing "A"	2P+13 Floors	2P+13 Floors	-
Wing "B"	2P+13 Floors	2P+13 Floors	-
Wing "C"	2P+13 Floors	2P+4 Floors	9 Floors
Wing "D"	2P+12 Floors	2P+2 Floors	10 Floor

AND WHEREAS since the said Project is consists Wing"C" & Wing "D" to commence, the Promoter has applied to the Maharashtra Real Estate Regulatory Authority under the provisions of Section 3 of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder and the promoter has received the approval form the RERA authority bearing no. _____;

AND WHEREAS subject to what is stated above, the Promoter has received all the approvals from the concerned authorities for implementation of the said Project and the Promoter shall take all steps and do all acts, matters or things necessary for obtaining Completion Certificate in respect of the said Project after the physical completion thereof;

AND WHEREAS in the circumstances, the Promoter is entitled to develop the said Project and sell the Flats in the said Project and as such, the Promoter and CO-Promoter, are entitled to enter into Agreement for Sale

with Flat Purchasers/Allottees and both are entitled to receive the sale consideration in respect thereof, to develop the said Project and sell the Flats in the said Project and to enter into Agreement for Sale with Flat Purchasers/ Allottees and to receive the sale consideration in respect thereof, as per the agreements mentioned hereinabove, executed by and between the Promoter and the Co-Promoter.

AND WHEREAS the Promoter has entered into a standard Agreement with **CUBIX ARCHITECTS** who are registered with the Council of Architects under the Architects Act, 1972 and such Agreement is in accordance with the agreement prescribed by the Council of Architects and the Promoter has appointed **STRUCTURE VISION**, for the preparation of the structural design and drawings of the said Project and the Promoter accepts the professional supervision of the said Architects and the said Structural Engineer till the completion of the said Project ; provided however, the Promoter reserves the right to change the said Architect and Structural Engineers at any time before the completion of the Project;

AND WHEREAS the Purchasers/Allottees have demanded from the Promoter and the Promoter has given inspection to the Purchaser/s/Allottees of all the documents of title relating to the said Land, the plans, designs and specifications in respect of the said Project and the Flat hereby agreed to be sold and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the Purchasers/Allottees hereby confirm that the Promoter has handed over to the Purchasers/Allottees a draft of this Agreement along with all Schedules and Annexures required to be attached thereto, before purchasing the Flat and only after reading and having understood and having agreed to the contents of such draft along with all Schedules and Annexures, the Purchasers/Allottees are entering into this Agreement for purchase of the Flat;

AND WHEREAS pursuant to discussions by and between the parties hereto, the Promoter has agreed to sell the Residential Flat having a carpet area (as defined below) of _____sq.mtrs. bearing No "_____" situate on _____ floor in "_____" Building/Wing in the said Project known as "**EXCELLAA FLORENCE 2**" under construction by the Promoter on the

said Land on the terms and conditions mutually agreed upon and set out in this Agreement for Sale;

AND WHEREAS the Purchasers/Allottees have agreed to purchase the residential **Flat** admeasuring _____ **sq. mtrs** carpet area, bearing No. "_____" to be situate on the _____ floor of Building/Wing "_____" of the said Project known as "**EXCELLAA FLORENCE 2**" under construction by the Promoter on the said Land and with exclusive right of user of the attached open balcony at eye-level/dry/open balcony admeasuring _____ **sq. mtrs** (the said residential Flat along with the exclusive enclosed balcony, exclusive attached balcony/ dry balcony hereinafter referred to for the sake of convenience and brevity as "**the said Unit**") on the terms and conditions set out hereinafter and whereas the said Building/ Wing "_____" in which the said Unit is housed is hereinafter referred to as "the said Wing" and whereas the said Unit is more particularly described in the hereunder written;

AND WHEREAS following documents have been Annexed to this Agreement, details of which are as follows: - .

Annexure "A" – Copies of the Extracts of Village Form VII/XII in respect of the lands bearing Gat No. 148/1,149,150,151,152 & 254, village Pirangut Tal. Mulshi, Dist. Pune.

Annexure "B" - Copy of the Certificate of Title of the Promoter to the said Land issued by the Advocate of the Promoter.

Annexure "C" - Copy of the "N.A." Order in respect of the said Land.

Annexure "D"–Copy of Commencement Certificate in respect of the said land.

Annexure "E" - Copy of the Sanctioned Layout of the said Project.

Annexure "F" - Copy of the internal plan of the said Unit agreed to be purchased by the Purchasers/Allottees.

Annexure "G" - Copy of the RERA Registration Certificate.

AND WHEREAS the Promoter and Co-promoter have registered the Project under the Provisions of the Act with the Real Estate Regulatory

Authority no. _____. Authenticated copy is attached in **Annexure "G"**.

AND WHEREAS, the Promoter and Co-Promoter and Purchasers/Allottees have relied on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Unit with the Purchasers/Allottees being, in fact, these presents and also to register the Agreement under the Registration Act, 1908;

NOW THESE PRESENTS WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. The Promoter has started with the construction work of the said Wing "C" & Wing "D" known as **"EXCELLAA FLORENCE 2"** on the said Land more particularly described in the **First Schedule** hereunder written.
2. The Promoter shall construct the said Project and the said Unit in accordance with the plans sanctioned by the concerned Authorities and in accordance with the terms and conditions mentioned in this Agreement.
3. The Purchasers/Allottees hereby declare/s that before execution of this Agreement, the Promoter has made full and complete disclosure and the Purchasers/Allottees have taken full and free inspection of, inter-alia, the following:
 - a) Nature of the title of the Co-Promoter to the said Land along with the relevant Documents.
 - b) All the plans sanctioned by the concerned Planning Authorities in respect of the said Project proposed to be constructed on the said Land.
 - c) The common Amenities and facilities of **Wing "C"** & **Wing "D"** of the said Project.

- d) Nature and particulars of fixtures, fittings, and amenities to be provided in the said Unit hereby agreed to be sold.
 - e) The nature of organization of persons to be constituted of all Purchasers / Allottees of Units in the said Project to which title is to be passed being a Co-operative Housing Society governed by the provisions of the Maharashtra Co-Operative Societies Act, 1960 or Associations of Purchasers.
- 4) The Purchasers / Allottees hereby declare/s that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Promoter, the Purchasers/Allottees, with full knowledge thereof, has/have entered into this Agreement.
- 5) The Promoter declares that:
- (a) The said Unit and the said Project shall be constructed in accordance with the plans and specifications approved and sanctioned by the concerned Planning Authorities. The said Unit shall be built as per the specifications, which are set out in the **Sixth Schedule** hereunder written.
 - (b) Possession of the said Unit agreed to be purchased by the Purchasers/Allottees shall be handed over to the Purchasers/Allottees by the Promoter from the date of the said agreement within **42** months with grace period of six months, provided that the Purchasers/Allottees shall have made payment of the installments towards the purchase price along with the applicable Taxes and other charges/deposit as mentioned in **Clause Nos. 20 to 21** of this Agreement as agreed upon without delay at the times stipulated for payment therefore.
 - (c) The carpet area of the said Unit shall be _____sq. mtrs. For the purposes of this Clause and this Agreement, " Carpet Area net usable floor area of the said Unit, excluding the area thereof covered by the external walls, areas under service shafts (if any) but includes the area covered by the internal partition walls [including Column within the Unit] of the said Unit. The carpet area of the said Unit shall be subject to a variation of $\pm 3\%$.

- (d) The Promoter shall, within the time prescribed therefore under the provisions of Real Estate (Regulation and Development) Act 2016 and the Rules and Regulations made there under, take necessary steps for formation of a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 of all the Purchasers/Allottees of units in the said Project
- (e) As stated above, the carpet area of the said Unit (as defined under the said Act) is _____sq. mtrs. However, the Promoter has already entered into Agreements for Sale of certain Flats in Building/Wing “_____” as “**EXCELLAA FLORENCE 2**” with the respective Purchasers/Allottees thereof under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963. In such Agreements entered into by the Promoter under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963, the carpet areas of such Flats have been shown as per the definition of “carpet area” then prevailing. Only for the limited purpose of one yardstick being employed for working out/ determining, the respective pro-rata shares of all the Purchasers/Allottees of Flats in Building/Wing ____ as “**EXCELLAA FLORENCE 2**” towards the expenses and outgoings of the Common Areas of the said Project, the Promoter clarifies that the “carpet area” of the said Unit hereby agreed to be sold by the Promoter to the Purchasers / Allottees as worked out under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963 is _____sq. mtrs..
- 6) The said Unit hereby agreed to be sold is intended and shall be used for permissible residential purposes only and the Purchasers/Allottees undertake/s that the said Unit shall not be used by the Purchasers/Allottees for any other purpose whatsoever. The Purchasers/Allottees shall not enclose Open Terrace and/or Covered Parking Space or to utilize the Parking Space for any purpose other than for Parking of Vehicles. The said Open Terrace at eye-level and the said Covered Parking Space shall be deemed to be appurtenant to the said Unit.

- 7) The Purchasers/Allottees hereby accept/s and shall always be deemed to have accepted the title of the Co-Promoter to the said Land and they agree not to raise any requisition or objection in respect thereof.
- 8) As mentioned above, the Purchasers/Allottees have agreed to purchase / acquire said Unit bearing No. “_____” On _____ **Floor**, in **BUILDING/WING “___”** known as “**EXCELLAA FLORENCE 2**” at or for the mutually agreed total lumpsum consideration of **Rs. _____/- (Rupees _____ Only)** including the proportionate price of the Common Amenities and facilities which are more particularly described in the **Fourth Schedule** hereunder written.
- 9) The above price does not include expenses for Stamp Duty, Registration Fees and Charges, Goods & Services Tax (GST) and any other taxes and the amounts specified in Clause Nos. - 28 herein below. The sale of the said Flat is on the basis of Carpet area only. The Purchasers/Allottees shall make payment of the said agreed lump sum consideration of **Rs. _____/- (Rupees _____ Only)** by Online transfer/local Cheques/Demand Drafts/Bank Pay Orders drawn /issued on/in favour of the name of “**THE KFP EXCELLAA FLORENCE COLLECTION**” out of which **Rs. _____/- (Rupees _____ Only)** towards the proportionate price of Common Amenities and Facilities by online transfer/ local Cheques / Demand Drafts / Bank Pay Orders drawn /issued on/in favour of the name of “_____” in respect of price of the said flat, according to the Schedule of Payments set out in the **Fifth Schedule** hereunder written. The Purchasers/Allottees shall pay amount towards Goods & Service Tax (GST), Service Tax, Vat, other indirect taxes, common area maintenance, deposits and charges, etc., the stamp duty, registration charges, etc. by local Cheques / Demand Drafts / Bank Pay Orders drawn /issued on/in favour of the name of “**THE KFP EXCELLAA FLORENCE**”, in respect of price of the said flat. The Promoter shall have a first charge/ lien on the said Flat to the extent of all amounts receivable by the Promoter from the Purchasers/Allottees under the terms hereof. It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Building in which the said Flat is housed and of the said Flat itself and the

Promoter shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the **Fifth Schedule** hereunder written and to demand from the Purchasers/Allottees the aggregate of the installments towards the agreed consideration amount as mentioned in the **Fifth Schedule** hereunder written.

Further, as required under the recently amended provisions of the Income Tax Act, 1961, for sales of Shops / Flats / Units of value exceeding Rs. 50,00,000/-, TDS (Tax Deducted at Source) is required to be deducted by the prospective purchaser of any such Flat / Unit as may be required under prevailing law/s or future modifications/enactments on execution of an Agreement for Sale of such Flat / Unit. It is agreed between the parties hereto that such deduction made by such prospective purchaser shall be borne and apportioned between the Developer Promoter and the Owner Promoters in proportion to their respective shares in the Gross Sales Proceeds and The Purchaser/s shall in turn make the payment of the same to the concerned authorities of Income Tax as per the details which will be provided by the Developer Promoter in separate registered mail/ letter within the stipulated period as per the provisions of Income Tax Act, without any delay or default & submit the challan / TDS certificate in respect thereof to the Promoters within 7 days of such payment. The Purchaser/s/ Allottee/s shall indemnify and keep the Promoters forever indemnified, saved, defended and harmless against all penalties / actions that may result on account of any delay or default on the part of the Purchaser/s/ Allottee/s in making the payment of the TDS to the concerned authorities of Income Tax. Possession of the Flat / Unit will be provided subject to submission of TDS Certificate of Developer Promoter and the Owner Promoters as per the details provided by Developer Promoter.

- 10) The Promoter shall hand over the Possession of the said Unit to the Purchasers/Allottees within the date specified in Clause No 5 (b) above and will complete the said whole Project on or before **Dec 2028.**
- 11) The mutually agreed consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the Collector/ Pune Municipal Corporation /PMRDA and/or any other increase in charges which may be levied or imposed by the said Development Authority / Government from time

to time. The Promoter undertakes and agrees that while raising a demand on the Purchasers/Allottees for increase in development charges, cost, or levies imposed by the said Development Authority 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 Purchasers/Allottees, which shall only be applicable on subsequent payments.

- 12)** 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 Unit to the Purchasers/Allottees, obtain from the PMRDA/Pune Municipal Corporation Completion Certificate / Occupation Certificate in respect of the said Unit.
- 13)** The Promoter hereby represents and warrants to the Purchasers / Allottees as follows:
- i. The Promoter has 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 said Project;
 - ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project;
 - iii. There is no litigation pending before any Court of law with respect to the said Land;
 - iv. All approvals, licenses and permits issued by the competent authorities with respect to the said Project and said Land 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 said Project and said Land 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 said Project and said Land.
 - v. 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 Purchasers/Allottees created herein, may prejudicially be affected;

- vi. 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 Project and said Land which will, in any manner, affect the rights of Purchasers/Allottees under this Agreement;
 - vii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Purchasers/Allottees in the manner contemplated in this Agreement;
 - viii. 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 and said Land to the Competent Authorities;
 - ix. 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 Project and said Land.
 - x. Advertising by way of brochures, print media, audio video media, electronic media, flexes, or any other mode of advertisement shall be invitation and not offer by the promoter and Allottee has personally and independently confirmed the nature of disclosure by visiting the site and by actually carrying out inspection of all the documents including plans, designs and specifications. As such any variation/deviation in the aforesaid advertisement in any form as mentioned hereinabove with that of actual disclosure as confirmed by the Allottee, such actual disclosure confirmed by the Allottee shall prevail.
- 14)** The Co-Promoter hereby represents and warrants to the Purchasers / Allottees that the title of the said land is clean, clear and marketable.
- 15)** The Purchasers/Allottees hereby agree to pay all amounts due and payable under this Agreement within 15 days from the date of receipt of intimation by way of E-mail on the email id provided in this Agreement viz _____ Or under Registered Post / Private Courier at the address provided in this Agreement and Telephonic Messages on the cell phone number of the Purchasers/Allottees mentioned in this Agreement. It is hereby agreed

that the time for payment of all dues under this Agreement by the Purchasers/Allottees to the Promoter is the essence of the contract. It is hereby expressly agreed that if, for any reason whatsoever, the Purchasers/Allottees fail/s or delay/s to make payment of any of the said dues within a period of fifteen days from the date of receipt of intimation given by the Promoter, then Purchasers/Allottees agrees to pay interest as specified in the Rules (2% + State Bank of India highest Marginal Rate of Interest) on all the delayed payments from the date the said amount is payable till the date of payment. However if the Purchasers/Allottees commits default of any such payment of installments, after intimation of three demands and reminder letters from the due date, the Promoter shall at his own option, may terminate this Agreement. Provided that, Promoter shall give notice of fifteen days in writing to the Purchasers/Allottees, by E-mail on the email id provided in this Agreement or under Registered Post / Private Courier at the address provided in this Agreement and Telephonic Messages on the cellphone number of the Purchasers/Allottees mentioned in this Agreement of the Promoter's 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 Purchasers/Allottees fails to rectify the breach or breaches mentioned by the Promoter within the period of notice, then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter and Co-Promoter shall refund without interest to the Purchasers/Allottees the amounts paid by Purchasers/Allottees, after deducting therefrom a sum of Rs.2,00,000/- (being the agreed quantum of liquidated damages which shall stand forfeited by the Promoter and Co-Promoter) within a period of thirty days of such termination. The Stamp Duty, Registration Fees and Charges paid on registering this Agreement and GST or any other taxes paid till date on the installments shall not be taken into account while calculating the amounts paid by the Purchasers/Allottees to the Promoter and Co-Promoter. The Allottees shall only have a money claim simplicitor on the Promoter for refund of all such amounts due to the Purchasers/Allottees from the Promoter. The Promoter as well as Co-Promoter shall be fully entitled to deal with and dispose of the said Unit in such manner as they deem fit and proper without recourse or reference to the Purchasers/Allottees.

- 16) Allottee is at liberty to take refund of stamp duty and other charges which were paid at the time of registration of the agreement, as per rules, and entirely at his own cost and responsibility. Promoter is no way liable for the same subject to what is stated in the next succeeding Clause, in the event the Promoter fails and/ or neglects to complete the said Unit and hand over possession thereof to the Purchasers/Allottees within the stipulated period and if the Purchasers/Allottees do not intend to withdraw from the Project then Promoter only, agrees to pay interest as specified in the Rules, (i.e. 2% + State Bank of India highest Marginal Rate of Interest) on all the amounts paid by the Purchasers/Allottees, from the date of payment till the handing over of the possession of the Unit. The Promoter shall be liable to make payment of such interest for the period commencing from the date of scheduled completion mentioned in Clause 5 (b) above and upto actual completion of the said Unit and handing over of possession thereof to the Purchasers/Allottees. The Promoter shall be entitled to set off any amount payable by the Purchasers/Allottees to the Promoter as and by way of interest on any delayed installment from the aggregate of the amounts payable by the Promoter to the Purchasers/Allottees towards interest as aforesaid.
- 17) On account of unavoidable circumstances or circumstances beyond the control of promoter, such as non-availability of material within reasonable period or stoppage of production / manufacturing of any material, the promoter will have right, discretion and liberty to procure such other material from the market which will be at par with the quality agreed to be provided by the promoter.
- 18) As stated above, the Promoter shall give possession of the Unit to the Purchasers/Allottees from the date of execution of the said agreement within **42 months** with grace period of six months. If the Promoter fails or neglects to give possession of the Unit to the Purchasers/Allottees by the aforesaid date then depending upon the liability and responsibility of the Promoter and the Co-Promoter has decided and agreed as per the Agreements mentioned hereinabove, executed and registered by and between the Co-Promoter and the Promoter, the Promoter and the Co-Promoter shall be liable to refund to the Purchasers/Allottees the amount already received by him. In respect of the said unit with interest (2% + SBI highest marginal rate of interest) from the date of the Promoter and Co-Promoter received the sum till the date of the amount and the interest thereon is repaid, upon

happening of the event envisaged hereinabove. The said amount and interest shall be charged on the said Unit to the extent of amounts due, but subject to any prior encumbrances. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of building in which the said Unit is to be situated is delayed on account of –

- i) War, epidemic/pandemic diseases, Civil Commotion or Act of God.
- ii) Any notice, order, rule, notification of Government, Municipal or other Public or Competent Authority which prevents the Promoter from carrying out with the work of development and construction on the said Land.
- iii) Any delay on the part of the PMRDA/Pune Municipal Corporation, Office of the Collector Pune or any other Public Body or Authority including the M.S.E.D.C.L, in issuing or granting necessary Certificates / Noc's / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Project under construction by the Promoter on the said Land.
- iv) Any additional work in the said Unit undertaken by the Promoter at the instance of the Purchasers/Allottees.
- v) Any Delay or default by the Purchasers/Allottees in making payments as per terms and conditions of this Agreement (without prejudice to the right of the Promoter to terminate this agreement under **Clause 15** mentioned herein below).
- vi) Any other reasons beyond the control of the Promoter.

- 19)** The Promoter shall offer the possession of the Unit to the Purchasers/Allottees in terms of this Agreement in writing within fifteen days of receiving the Completion Certificate and the Purchasers/Allottees shall take possession within fifteen days of the Purchasers/Allottees receiving such intimation and upon failure of the Purchaser/Allottees to pay the balance consideration and/or taking of possession, the Promoter shall be entitled to terminate these presents. The Promoter shall give possession of the Unit to the Purchasers/Allottees only after the Purchasers/Allottees have paid to the Promoter all amounts along with all applicable taxes and deposits under this Agreement. The Promoter agrees and undertakes to indemnify the Purchasers/Allottees in case of failure of fulfillment of

any of the provisions, formalities, documentation on part of the Promoter. The Purchasers/Allottees shall take possession of the said Unit after inspecting the same and satisfying itself / herself / themselves that the same has been constructed in accordance with the Building Plans sanctioned in respect thereof, that the carpet area thereof is as mentioned herein (subject to a variation of $\pm 3\%$) and that the same has been provided with the Amenities agreed upon and that the quality of the workmanship and material used is of the requisite quality. Subject to what is stated above, save and except any latent defects which become visible during the said defect liability period, the Promoter shall not be obliged to entertain any complaint or claim made by the Purchasers/Allottees in respect of the said Unit after possession thereof has been handed over to the Purchasers/Allottees.

- 20) Promoter is required to incur additional cost and expenses for making available common areas and facilities and therefore such price is already being charged in the total lumpsum consideration and for said common areas and facilities. Amount of price towards common areas and facilities are not for maintenance of such common areas and facilities. Maintenance charges for the same will be borne by the Purchasers/Allottees of the organization and Allottee shall pay his share towards the expenses for maintaining the common areas and facilities.
- 21) Facilities such as sanitary, electrical and water being essential amenities will be provided on obtaining part completion and other common areas and facilities will be provided on obtaining full completion for the project. In spite of period required for making available common areas and facilities, Purchasers/Allottees has agreed and shall pay the price of common areas and facilities in advance i.e. at the time of execution of the agreement. All the common facilities and amenities shall be made available to the Purchasers/Allottees, except the essential amenities mentioned hereinabove, on getting final completion of the entire project.
- 22) The Purchaser/s/Allottee/s agree and undertake to pay advance maintenance amount of Rs. _____/- (**Rupees _____ Only**) to promoter to meet the actual expenses, for maintenance of common facilities and amenities as stated in the **Forth Schedule** of this agreement and pay all the outgoings including those broadly mentioned in the **Seventh Schedule** of this agreement.

The promoter is entitled to use such maintenance amount for meeting the expenses w.e.f. the date of issuance of the completion certificate, irrespective of the date of possession. In the event the promoter is required to incur the additional amount or bear additional cost towards the maintenance of such facilities and amenities of the project, then the purchasers/allottees shall be liable to pay such proportionate cost, to the promoter within two days from the date of demand failing which the purchasers/allottees shall be liable to pay the interest to the promoter @ 21% p.a. for such delay. Promoter would not be liable and responsible for discontinuance of electricity, water or any essential supplies, on account of non-payment of such cost and expenses, by any of the allottees, in the project. The promoter is not under obligation to maintain the common facilities and amenities, out of it's pocket.

- 23)** Whatever design, elevation, layout, trees, lawns colour scheme etc. shown in Brochure & Pamphlet of this scheme are only for aesthetic value and advertisement and the Developer has explained this fact to the Allottee and is not bound to provide the same and except as expressly provided under this agreement. It is specifically understood that the Brochure / s published by Developer from time to time in respect of the scheme is just an advertisement material and "contain various features such as furniture layout in tenement, vegetation and plantation shown around the building, scheme, colour scheme, vehicles etc. to increase the aesthetic value only and the Developer are not obliged to / nor have agreed to provide the same. It is specifically understood and agreed by the Allottee that the prospectus other advertising material published by the Developer from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Developer and Allottee."

----- **(Signature of Allottee)**

(This consent shall be construed as informed consent)

- 24)** The Allottee is well aware that the Developer will construct buildings based on Future Potential as mentioned herein above. The Allottee assures that after possession of the Said Apartment he/she shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required to construct the future buildings.

----- **(Signature of Allottee)**

(This consent shall be construed as informed consent)

- 25)** The Promoter shall comply with all the requirements of the PMC/PMRDA/PCMC or any other concern authority for sanction of water connections of the requisite capacity for the said Project to be constructed on the said Land. However, the Allottees herein have been made expressly aware by the Promoter that till such time as such water connections are procured and sufficient water becomes available for the said Project through such water connections, the requirement of water for the said Project shall be met from other sources, including procurement of water from Water Tanker Agencies and that a pro-rata share incurred for such purchase shall be borne and paid by the Allottees.

_____ **(Signature of Allottee)**

(I hereby agree to pay necessary water charges as mentioned above)

- 26)** In accordance with sub rule (4) of rule 4 of Real Estate Regulation Rules, 2017, the Allottee hereby gives specific consent to the local authorities and also to the Developer and has No Objection against the Developer for the following:
- To construct the project as per the Proposed full potential layout annexed herewith as Annexure
Amalgamation of adjoining land and preparation of new building plan and also division of said entire lands layout (if needed for better development)
 - Change of building /unit plans of residential building.
 - Change of location of building &/or Open spaces.
 - Change in building / layout plans due to instructions received by local authority.
 - Minor additions or alteration.

"The said proposed full potential layout plan is subject to necessary sanctions and approvals from the concern local authorities and is subject to such changes as may be suggested by the authority

----- (Signature of Allottee)

(This consent shall be construed as informed consent)"

- 27) If the Allottee offer to pay the advance amount before complete the stages of construction and the Developer hereby agrees and accepts to receive the amount of consideration without any demand, then No early payment discount will be offered to the Allottee.

----- (Signature of the Allottee)

- 28) It is further agreed upon and explained by the Promoter to the Purchasers/Allottees that, Goods and Service Tax (GST) has been made applicable by the Government as per the government policy. The consideration amount decided in this agreement is exclusive of Goods and Service Tax (GST). The Promoter has informed that Goods and Service Tax (GST) is Charged and payable by the Purchasers/Allottees at the Rates applicable as per the GST Regulations and Notifications issued by the Government. The promoter has already passed on the tax rebate/benefit of GST to the purchaser/Allottees on the price agreed in the present agreement i.e. the price already been discounted considering the setoff of Goods and Service Tax(GST) to the promoter. This consideration amount and the setoff mechanism has been explained to the purchasers by the promoter, and he purchasers verified the same. Hence the consideration amount decided in this agreement is net off Goods and Service Tax (GST). Therefore the purchasers/Allottees in no case shall demand any further reduction/rebate/benefits in the agreed price such applicable Government charges including the Goods and Service Tax(GST) for the present unit and have no objection fo the same , If in future any changes occur from Government regarding GST rates and input tax credit then, the Purchaser/Allottee will be under obligation to pay GST at such revised rates as applicable. The Purchasers / Allottees shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge and other Taxes as are or as may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Unit by the Promoter to the Purchasers / Allottees before or after taking the possession of the said Unit as and when such taxes, duties etc. become due and such payment shall be effected within seven

days of demand and the Purchasers/Allottees shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Promoter, the Purchasers/Allottees shall be liable to reimburse the same together with interest accrued thereon to the Promoter and the Purchasers/Allottees hereby agree/ agrees to indemnify and keep indemnified the Promoter from or against all loss or damage suffered or incurred by the Promoter as a result of non-payment by the Purchasers/Allottees of any such taxes, duties etc.

- 29) If within a period of **Five years** from the date of handing over the said Unit to the Purchasers/Allottees, the Purchasers/Allottees brings to the notice of the Promoter any structural defect in the Unit or the building in which the said Unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchasers/Allottees shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act, however, the same shall always be and be deemed to have been subject to reasonable wear and tear, which shall not be treated as a defect. The Purchasers/Allottees shall not, without the prior written consent of the Promoter to carry out any alterations of whatsoever nature in the said Unit or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. The Purchasers/Allottees shall also not chisel or cause damage to the columns, beams, walls, slabs, R.C.C. members and other structural members or damage the water proofing of the flooring of the said Unit. If any of such works are carried out without the written consent of the Promoter, the liability of the Promoter under the Real Estate (Regulation and Development) Act 2016 to rectify defects automatically shall become void and Purchasers/Allottees shall be liable to pay all costs and damages towards restoration, repairs etc. arising from such unauthorized works. Notwithstanding anything to the contrary contained hereinabove as regards Items/ Goods/ Systems such as Lifts, Fire-Fighting Equipment, Solar Heating System, Sewage Treatment Plant, Organic Waste Converter, Sanitary Fittings and C.P. Fittings to be provided by the Promoter in the said Project and/or in the said Unit, the Promoter's liability for any manufacturing defects therein shall be concurrent with and be limited to the period of Warranty given by the Manufacturers of such Items/

Goods/ Systems and shall not extend beyond such periods. Further, such warranties pertaining to such Items/ Goods/ Systems which require periodic maintenance shall become null and void if such periodic maintenance as prescribed by the Manufacturer is not attended to by the Co-operative Housing Society formed of the Purchasers/Allottees of Flats/ Units in the said Project or the Purchasers/Allottees himself/herself/themselves/itself as may be applicable. Further, all/any liability towards the Purchasers/Allottees in respect of all/any of the situations envisaged hereinabove shall be of the Promoter only. The Purchasers/Allottees, at the time of taking possession of the said unit, shall inspect the same to confirm any defect and quality of construction and on such inspection the Purchasers/Allottees shall not be entitled to raise any complaint on account of any natural wear and tear or damage to any part of the flat on account of use by use Purchasers/Allottees.

- 30)** Upon all the Unit Purchasers/Allottees in the said Project co-operating and executing necessary papers, the Promoter herein will form a Co-operative Housing Society. The Purchasers/Allottees of all Units in the said Project, including the Purchasers/Allottees herein, shall become members of such Society. The Purchasers/Allottees shall, within seven days from the Promoter calling upon him/her/them to do so, execute all deeds, documents and papers for or in connection with the formation and registration of the Society and Bye-laws thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Purchasers/Allottees as may be required by the authorities concerned or as may be desired by the Promoter to protect the rights and interest of the Promoter and the Purchasers/Allottees agree/s to be bound by the said additions and alternations and hereby covenant/s and undertake/s not to take any objection or action in the matter or to do anything whereby the rights and interest of the Promoter and Purchasers/Allottees of the Units may be affected, prejudiced and endangered in any manner or likely so to be.
- 31)** It is hereby expressly agreed between the promoter and Purchasers/Allottees that the Promoter shall have the discretion to decide the nature of organization. The Promoter shall convey the building of the said project as referred hereinabove within stipulated period from the date of issuance of Occupancy Certificate, in favour of the Society/Association of Purchasers/Allottees as the case may be,

in respect of Phase/Wings -----, It is further expressly agreed between the Promoter and Allottee that the final conveyance with respect to the proportionate land beneath the concerned building, along with proportionate rights in the common areas and facilities, will be made jointly in favour of all the societies, which will be required to be formed in respect of the building in whole project and such conveyance shall be made jointly in favour of all societies within stipulated period from the date of issuance of Final Occupancy/Completion certificate in respect of the said whole project.

- 32)** The Purchasers/Allottees of all of such Units shall be admitted as members of the said Society/Apartment which shall be formed with the same rights and the same benefits and subject to the same obligations as those of the Purchasers/Allottees herein and other members of such Society without any reservations or conditions. However, it is clarified that before the Purchasers/Allottees herein is/are admitted as Members of any such Society, the Purchasers/Allottees shall have paid/cleared all his/her/their dues under the terms hereof to the Promoter and /or said Society, including amounts by way of contribution towards the Common Expenses and Outgoings of the said Project.
- 33)** The Promoter shall be entitled to entrust the management and control of the said Land and the said Project thereon to an Ad-Hoc Committee of the Unit Purchasers/Allottees for looking after maintenance and management thereof only including collection and disbursement of contributions from the Purchasers/Allottees of Units in the said Project towards payment of outgoing and expenses referred to herein. In such event, the Promoter shall not be under any obligation or liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment therefore or any matter concerning maintenance or management of the said Land and Project thereon and liabilities in that behalf shall be that of the Ad-hoc Committee of the Unit Purchasers/Allottees. In the event of the management being entrusted as provided hereinabove, the right so granted to the Ad- hoc Committee shall extend only to manage the said Land and the Project standing thereon and the common areas thereof etc. and pay the outgoings. The entrustment of the management as aforesaid shall not affect the rights of the Promoter provided under this Agreement, nor

shall such an act on the part of the Promoter be deemed be a waiver of the rights of the Promoter under this Agreement.

- 34)** The Purchasers/Allottees hereby irrevocably consents and authorize/s the Promoter to represent him/her/them it in all matters regarding property tax assessment and reassessment before the Concerned Authorities and all decisions taken by the Promoter in this regard shall be binding on the Purchasers/Allottees. The Promoter may, till the transfer of the said Land and buildings thereon to the said Society, represent the Purchasers/Allottees and his/her/their its interest and give consents, NOC's and do all necessary things in all departments of the Office of the Collector of Pune, PMRDA/ Pune Municipal Corporation, Gram Panchayat the Government of Maharashtra, MSEDCL on behalf of the Purchasers/Allottees and whatsoever acts done by the Promoter on behalf of the Purchasers/s shall stand ratified and confirmed by the Purchasers/Allottees and the same shall be binding on the Purchasers/Allottees.
- 35)** It is hereby clarified that the Promoter herein shall be deemed to be a liasoning agency for applying for all Authorities, local bodies, Office of Collector Pune, and other amenities and services such as water, electricity, drainage etc. and the Promoter undertakes to comply with all statutory and other requirements of the concerned legal body or authority for the purpose. However, the Promoter shall not be held responsible or liable for any delay or non-performance on the part of any such Government body or authority or MSEDCL in providing such amenities, services or facilities to the Project on the said Land or to the Unit agreed to be sold hereunder.
- 36)** It is hereby expressly agreed that the Purchasers/Allottees shall bear the Stamp Duty and Registration Charges payable on this Agreement including the proportionate Stamp Duty, if any, payable on the Deed of Conveyance which shall be executed by the Promoter in favour of the said Society formed of the Purchasers/Allottees of all units in the said Project.
- 37)** The Purchasers/Allottees for himself/themselves with intention to bind all persons in to whosesoever hand the said Unit may come, doth hereby covenant with the Promoter as follows:

- a) To maintain the said Unit at the Purchasers/Allottees own cost in good tenantable repair and condition from the date of possession of the said Unit is taken and shall not do or suffer to be done anything in or to the building in which the said Unit is housed, staircase or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the building in which the said Unit is situate and the said Unit itself or any part thereof without the consent of the local authorities, if required.
- b) Not to store in the said Unit any goods which are of a hazardous, combustible or dangerous nature or are so heavy as to damage the building in which the Unit is situate or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy goods or furniture to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Unit is situate including entrances of the said building and in case any damage is caused to the building in which the said Unit is situate or the said Unit itself on account of negligence or default of the Purchasers/Allottees in this behalf, the Purchasers/Allottees shall be liable for the consequences of the breach.
- c) To carry out at his/her/their own cost all internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchasers/Allottees and shall not do or suffer to be done anything in or to the said Building in which the said Unit is situate or the said Unit itself which may be against the rules and regulations and bye laws of the concerned local authority and/or other public authority. In the event of the Purchasers/Allottees committing any act in contravention of the above provision, the Purchasers/Allottees shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to make or cause to be made any addition or alteration of whatsoever nature in or to the said Unit or any part thereof, nor any alteration on the elevation and outside colour scheme of the said Building in which the said Unit is situate and the

Purchasers/Allottees shall keep the pipelines, sewers, drains in the said Unit and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Building in which the said Unit is situate and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. Pardis or other structural members in the said Unit.

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land / building in which the said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to hang clothes to dry outside the windows, throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said Land and the building in which the said Unit is housed.
- g) 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 said Unit is situated.
- h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Unit by the Purchasers/Allottees for any purposes other than for purpose for which it is sold.
- i) To install the Cooling Units/ Compressors of "Split Type" Air Conditioners appurtenant to the said Unit only at such places as shall be prescribed therefore by the Promoter.
- j) Not to lay/ install over the exterior of the said Building or the Common Areas thereof such as staircases, landings and ducts thereof, grills, chimney, neon signboards or electronic board/s any Electrical, Telecom Lines or Conduits.

- k) Not to install any Dish or other Antennae for reception of Radio, Telecom or Television Signals in such manner in the said Unit whereby such Dish or other Antennae projects outside the said Unit or on any part of the exterior of the said Building or any of the Common Areas thereof, including on the terrace thereof.
- l) The Purchasers/Allottees shall not let, transfer, assign or part with the Purchasers/Allottees interest or benefit factor of this Agreement or part with the possession of the said Unit until all dues payable by the Purchasers/Allottees to the Promoter under this Agreement are fully paid up and on and only after the Purchasers/Allottees has been put in possession of the said Unit and only if the Purchasers/Allottees has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchasers/Allottees has procured the prior written permission of the Promoter for any such assignment or transfer.
- m) The Purchasers/Allottees shall observe and perform all the rules and regulations of the Society to be formed of all Purchasers/Allottee of Units in the said Project may adopt at its inception and the additions, alterations or amendments thereof and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority such as Gram Panchayat and Office of Collector Pune, PMRDA/Pune Municipal Corporation and other public bodies. The Purchasers/Allottees shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Unit and shall pay and contribute regularly and punctually towards the taxes, expenses or the outgoings in accordance with the terms of this Agreement.
- n) Till the transfer of the said Project is executed in favour of the said Co-operative Housing Society to be formed of all the Purchasers/Allottees in the said Project, the Purchasers/Allottees shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land and the building thereon or any part thereof to view and examine the state and condition thereof.

- 38)** The Promoter shall comply with all the requirements of PMRDA/Pune Municipal Corporation or any other concern authority for sanction of water connections of the requisite capacity for the said Project to be constructed on a part of the said Land and / or for the said Whole Project. However, the Purchasers/Allottees herein has been made expressly aware by the Promoter that till such time as such water connections are procured and sufficient water becomes available for the said Project or the Whole Project through such water connections, the requirement of water for the said Project or the Whole Project shall be met from other sources, including procurement of water from Water Tanker Agencies and that a pro-rata share incurred for such purchase shall be borne and paid by the Purchasers/Allottees.
- 39)** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or any part thereof. The Purchasers/Allottees shall have no claim save and except in respect of the Unit 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 said Project is transferred to the Society.
- 40)** Purchasers/Allottees has no objection and does hereby unequivocally gives his consent to possible allotment of spaces for parking by the society and Purchasers/Allottees will not raise objection to such arrangement made by the society in order to accommodate all the Purchasers/Allottees of the organization to enable them to park their respective vehicles at such spaces as may be decided by the society. Purchasers/Allottees does hereby confirm such arrangement of allotment of spaces and actual allotment of spaces for parking.
- 41)** After execution of the this Agreement, the Promoter shall not mortgage or create a charge on the said Unit 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 Purchasers/Allottees.
- 42)** Notwithstanding anything contained hereinabove, the Promoter shall cause the said Project to be conveyed in favour of the Co-operative Housing Society to be formed of all the Purchasers/Allottees of Units therein within a period of One year from the date the Promoter

completes the last Unit in the said Project and after the Promoter has realized all its dues from all the Purchasers/Allottees of all units in the said Project. Further, the Promoter shall, within a period of One Year from completion of the last Building forming part of the said Whole Project cause to be conveyed the said Land and all areas and facilities common to the Whole Project to the Apex Society formed with the Cooperative Societies formed of the holders of Units in individual Societies in the said Whole Project as its Members. If the Purchasers/Allottees or the Society of such Purchasers/Allottees fails to co-operate with the Promoter to convey the land and building, then in such event the promoter or the co-promoter shall not be responsible for any penalty, compensation, or liable for any penal action.(As per circular dated 27/01/2017, the conveyance is to be made within 3 months from the date of Occupancy Certificate)

- 43) Forwarding this Agreement to the Purchasers/Allottees by the Promoter does not create a binding obligation on the part of the Promoter or the Purchasers/Allottees until, firstly, the Purchaser/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 Purchasers/Allottees and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchasers/Allottees fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchasers/Allottees 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 Purchasers/Allottees for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchasers/Allottees, application of the Purchasers/Allottees shall be treated as cancelled and all sums deposited by the Purchasers/Allottees in connection there with including the booking amount shall be returned to the Purchasers/Allottees without any interest or compensation after deducting a sum of **Rs. 50,000/- (Rupees Fifty Thousand Only)** towards "Cancellation Charges" and which amount shall stand forfeited .
- 44) The Promoter shall be entitled to grant lease or license of any portion of the said Land to any Government/ Semi-Government, Local Body or Authority or to the M.S.E.D.C.L. or to any Private Party or Parties

for setting up any installations for providing services such as electricity, telecommunication services, dish antennae etc. and the Purchasers/Allottees herein shall not be entitled to raise any objection to such grant of lease or license. Conveyance of the said Land and buildings thereon in favour of the Co-operative Housing Society to be formed of all the Purchasers/Allottees of Units shall be expressly subject to the rights created under any such Lease or License mentioned in this Clause.

- 45)** A portion out of the said Land shall be earmarked for installation of a MSEDCL Transformer/ Sub-Station. Such portion will have to be demised to the MSEDCL for a period of Ninety-Nine years or more. In the circumstances, conveyance of the said Land and Buildings thereon in favour of the Co-operative Housing Society formed of the Purchasers/Allottees of Flats/ Units in the said Housing Project shall be expressly subject to such lease of the said portion granted in favour of MSEDCL.
- 46)** The Promoter has expressly informed the Purchasers/Allottees that the Promoter proposes to take the following steps for providing water to **“EXCELLAA FLORENCE 2”** :-
- a) Dig Borewells and install Submersible Pumps therein for drawing upon the ground water, to recharge such Borewells and to provide Rain Water Harvesting System for the Project.
 - b) To apply and procure water connection from the Grampanchayat/PMRDA/Town Planning Authority/ Pune Municipal Corporation, as per their prevailing norms.

The Promoter has not given any implied or expressed warranty as to the quantity of water which shall become available for **“EXCELLAA FLORENCE 2”**

- 47)** The provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules framed thereunder have been brought into effect from 01.05.2017 and whereas as the said PHASE/WING as part of the Project known as **“EXCELLAA FLORENCE 2”** is an “on-going” Project, the Promoter herein proposes to apply for Registration of the said Project under the provisions of Section 3 of the said Act within the time stipulated therefore.

- 48) The Promoter have named the said Whole Project under construction on the said Land as **“EXCELLAA FLORENCE 2”**, which may be changed to any other name at the discretion of the Promoter for which the Purchasers/Allottees shall not be entitled to raise any objection for such change in the name of the Project.
- 49) The Purchasers/Allottees shall at his/her/their own costs lodge this agreement for Registration with the concerned Sub-Registrar and forthwith inform the Promoter the Serial Number under which the same is lodged to enable the Promoter to admit execution of the same.
- 50) Any delay or indulgence by the Promoter in enforcing the terms of this Agreement shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchasers/Allottees nor shall the same in any manner prejudice the rights of the Promoter hereunder.
- 51) All letters, receipts, and/or notices issued by the Promoter dispatched under R.P.A.D. to the address of the Purchasers/Allottees mentioned hereinabove or sent by E-mail **viz.** _____ or by Telephonic Messages or Private Courier will be sufficient proof of receipt of the same by the Purchasers/Allottees and shall effectually discharge the Promoter. If there is any change in the said address or e-mail identification or Mobile Cell Number of the Purchasers/Allottees, the Purchasers/Allottees shall be obliged to intimate in writing of any such change of address to the Promoter, failing which, all letters, receipts and/ or Notices dispatched by the Promoter as aforesaid at the address of the Purchasers/Allottees given hereinabove shall be treated/ deemed to have been received by the Purchasers/Allottees.
- 52) That in case there are Joint Purchasers/Allottees, all communications shall be sent by the Promoter to the Purchasers/Allottees 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 Purchasers/Allottees.
- 53) This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements

whether written or oral, if any, between the Parties in regard to the said Unit/plot/building, as the case may be.

- 54)** This Agreement may only be amended through written consent of the Parties.
- 55)** The terms and conditions of this Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act 2016 and the Rules made there under.
- 56)** 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 said Unit shall equally be applicable to and enforceable against any subsequent Purchasers/Allottees, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.
- 57)** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 58)** The Promoter and Purchasers/Allottees 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.
- 59)** The Purchasers/Allottees has/have informed the Promoter, that the Purchasers/Allottees is an Investor and hence the Purchasers/Allottees reserves his/her/it's/their right to claim Stamp Duty set off/ adjustment of Stamp Duty paid by the Purchasers/Allottees on these presents in terms of Article 5 (g-a)(ii) of Schedule I to the Bombay Stamp Act, 1958 in the event the

Purchasers/Allottees assign/s the benefit of this Agreement and his/her/their/its interest in the said Unit to a subsequent Purchasers/Allottees.

60) Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, then it shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Description of the said Larger Land)

All that piece and parcel of the said Larger Land Property bearing Gat No. 148/1, 149, 150, 151, 152, 254 **totally admeasuring about 02 Hectare 60.4033 Ares i.e. 26040 sq. mtrs.** situated at Village Pirangut, Tal. Mulshi, Dist Pune and which is bounded as under:

On or towards East	:	By Pirangut – Lavle Road (S. H. No. 115)
On or towards West	:	By Gat No 171 & Nala
On or towards South	:	By Gat No 153, 155 & 156
On or towards North	:	By Gat No 147 & 148/2 & Remaining area of Gat No 254.

THE SECOND SCHEDULE ABOVE REFRRED TO:
(Description of the said land as whole project)

All that piece and parcel of the land or ground the net plot area admeasures **20710.38 including** open space area admeasuring **2436.48 Sq. Mtrs** or forming part of the larger land more particularly described in the **First Schedule** hereinabove written after deducting an area of Amenity Space admeasuring **3654.72 sq.mtrs**, & area under proposed D.P. / R. P. Road widening area admeasuring **1675.23 Sq. mtrs.**

THE THIRD SCHEDULE ABOVE REFERRED TO:-
(Description of the said Unit)

The Residential Flat bearing No “_____” admeasuring _____Sq. Mtrs. carpet area with exclusive right of user of the attached open balcony admeasuring area _____sq. mtrs situate on _____ **Floor** the in Phase/Wing “_____” of the Housing Complex to be known as “**EXCELLAA FLORENCE 2**” under construction on the land more particularly described in the **First Schedule** herein above written (with exclusive right of user of the said residential flat along with the exclusive enclosed balcony, exclusive attached terrace) as attached floor plan of the said building annexed hereto as Annexure “F”

THE FOURTH SCHEDULE ABOVE REFERRED TO:

Common amenities and facilities

1. Drainage and water line network.
2. Electric Meters connected to common lights, water connections, pump set etc.
3. One Number of Water reservoir of adequate capacity at ground floor with water pump connected to the one overhead water tanks.
4. Two stairway from ground floor leading to top floor.
5. Club House
6. Gymnasium
7. Children's Playing area
8. Lifts
9. Swimming Pool.

FIFTH SCHEDULE ABOVE REFERRED:-

(SCHEDULE OF PAYMENTS)

Sr. No.	Amount In Rupees	Percentage (%)	Work Stage
1	₹ -	10%	To be Paid on or before Agreement (i.e. including Booking amount)
2	₹ -	20%	To be Paid on or after Agreement (i.e. on initiation of excavation)
3	₹ -	15%	To be paid on initiation of Plinth
4	₹ -	7%	To be paid on initiation of 1st Slab
5	₹ -	7%	To be paid on initiation of 3rd Slab
6	₹ -	7%	To be paid on initiation of 6th Slab
7	₹ -	7%	To be paid on initiation of 9th Slab
8	₹ -	7%	To be paid on initiation of 12th Slab
9	₹ -	10%	To be Paid on initiation of Walls / Internal Plaster
10	₹ -	5%	To be Paid on initiation of External Plaster / Plumbing
11	₹ -	5%	To be paid on Possession
Total Amount	₹ -	100%	(Rupees _____ only)

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Specifications OF the Unit)

FOUNDATIONS	Foundations as per RCC Consultants recommendation
STRUCTURE	RCC framed building structure with slabs and lintels
WALLS	External walls and internal walls in 4" or 5"A.C. blocks / brick masonry work in cement mortar.
FLOORING	Vitrified/Ceramic joint free Tiles Flooring in entire flat and anti-skid flooring in terrace
DOOR/ WINDOWS	All doors will be a flush door with lamination on both side. Three track powder coated aluminum sliding windows with mosquito net.
KITCHEN	Granite stone top kitchen platform with SS sink and colored glazed tiles upto 2' height on the platform side, Provision for Exhaust Fan.
TOILETS	Designer dado upto 7' height level and anti-skid flooring
ELECTRICALS	Concealed copper electrical wiring & modular switches of good quality ISI mark with ample no. of points One concealed TV and Telephone point in living room. One PowerPoint for geysers in Toilets, One Power point in kitchen.
PLUMBING	Concealed Plumbing wit good ISI fittings
SANITARY	Good Quality sanitary fittings, Shower with hot & cold mixture
PLASTERING	Gypsum/Neeru finished internal walls and sand finished external wall
PAINTING	External walls in cement paint/acrylic & Internal walls in oil bond distemper with roller finish

Note :

- 1) The aforesaid specifications are general and will be provided in the residential accommodation as suitable in accommodation as per the discretion of the Promoters.
- 2) Any additional specification or work will be charged extra. No rebate will be given for cancellation or omission of any item.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

- Common Expenses & Outgoings
- Maintenance and repairs of Common areas and facilities.
- Wages of Watchmen (Security), Sweepers (Housekeeping) etc.
- Diesel for Generators.
- Electricity Charges of Common Meters of Common Areas.
- Garbage disposal Expenses.
- Garden Maintenance Expenses.
- Pest Control Expenses.
- Society Manager and other staff Salary.
- Water Tanker Charges.
- Printing and Stationary.
- Annual Maintenance Contract Charges for Lift , Generator, etc
- Swimming Pool Maintenance Expenses
- Club House and Gymnasium Maintenance Expenses.
- Maintenance Charges of STP, OWC etc
- Revenue Assessment.
- All other taxes, levies, charges and ceases.
- Social gathering and other function Expenses.
- Expenses of and incidental to the Management and Maintenance of the said Project.

SIGNED & DELIVERED by the within named
**As “DEVELOPER/ PROMOTER/OWNER” & as POA holder of “OWNER
/ CO-PROMOTER”**
THE KALLYAANEE FORTUNE PROPERTIES

By the hand of its Designated Partners,

1) MR. KISHORE BHURMALJI JAIN

Signature	Thumb	Photo

2) MR. NILESH SHAMLAL AGARWAL

Signature	Thumb	Photo

SIGNED & DELIVERED by the within named

“PURCHASERS/ALLOTTEES”

1. MR. _____

Signature	Thumb	Photo

2. MR. _____

Signature	Thumb	Photo

In the presence of :

1.

Name

:
- Address

:
- :
- Sign

:
2.

Name

:
- Address

:
- :
- Sign

: