

AGREEMENT

This AGREEMENT made and executed at Pune this..... day of February in the year Two Thousand Twenty Two;

B E T W E E N

1)NAME : MR.

AGE : years, OCC : SERVICE

PAN NO. :

2)NAME : MRS.

AGE : years, OCC : HOUSEWIFE

PAN NO. :

RESIDING AT :

HEREAFTER called or referred to as ‘the Unit Purchaser/s’ (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Unit Purchaser/s above named, as also his/her/their respective heirs, successors, executors and administrators) THE PARTY OF THE FIRST PART.

AND

M/s.Malpani Properties,
A registered Partnership Firm
Office Number 802, City Square Building,
Shivaji nagar, Pune - 411005.
PAN NO. : ABKFM3422D
Through its Partner,
Mr. Devendra Satish Bhattad
AGE : 42 years, OCC: Business

HEREAFTER called or referred to as “VENDOR/PROMOTER/DEVELOPER’ (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean, as also it's successors, executors, the successors-in-business and or in-title, assignees and or administrators as the case may be) THE PARTY OF THE SECOND PART.

A N D

- 1) Shri Dattatray Kerba Harpale
Age :75years, Occ: Agriculture
- 2) Shri Pandurang Dattatray Harpale,
Age : 45 years, Occ: Agriculture.
- 3) Shri Jaysingh Kerba Harpale
Age : 66years, Occ: Agriculture
- 4) Shri Rahul Jaisingh Harpale,
Age :38years, Occ: Agriculture
- 5) Shri Subhash Jaisingh Harpale
Age :36years, Occ: Agriculture
- 6) Smt. Ranjana Ramchandra Choudhari,
Age :60years, Occ: Housewife,
- 7) Shri Sudhir Chandrakant Pawar
Age :47years, Occ: Agriculture
- 8) Shri Maruti Sopan Harpale
Age :45years, Occ: Agriculture
- 9) Mr. Sunil Shivaji Harpale,
Age : 47 years, Occ: Agriculture.
- 10) Sou. Rohini Sunil Harpale,
Age : 44 years, Occ: Agriculture.
- 11) Shri Devidas Shivaji Harpale
Age :46 years, Occ: Agriculture,
- 12) Sou. Jaya Devidas Harpale,
Age : 42 years, Occ: Agriculture,
- 13) Usha Suresh Bandal,
Age : 54 years, Occ: Agriculture
- 14) Smt. Chabbabai Manik Harpale,
Age : 53 years, Occ: Business.
- 15) Smt. Narmada Vithal Gunjawate,
Age : 62 years, Occ: Agriculture.
- 16) Shri Ramchandra Arjun Harpale,
Age : 65 years, Occ: Agriculture.
- 17) Shri Sadashiv Arjun Harpale,
Age : 62 years, Occ: Agriculture.
- 18) Shri Vijay Arjun Harpale,

- Age : 57 years, Occ: Agriculture.
- 19) Sou. Kamal Dinkar Chaudhari,
Age : 66 years, Occ: Agriculture.
 - 20) Sou. Rohini SudamWadekar,
Age : 60 years, Occ: Agriculture.
 - 21) Shri Maruti Ramchandra Memane,
Age : 62 years, Occ: Agriculture.
 - 22) Shri Balaji Maruti Memane,
Age : 33 years, Occ: Agriculture.
 - 23) Sou. Aruna Subhash Waje,
Age :adult, Occ : Agriculture.
 - 24) Sou. Janabai Shivaji Memane,
Age :40 years, Occ: Agriculture.
 - 25) Shri Sunil Shivaji Memane,
Age : 40 years, Occ: Agriculture.
 - 26) Shri Atul Shivaji Memane,
Age :34 years, Occ: Agriculture.
 - 27) Sou. Sarika Maruti Harpale,
Age :36 years, Occ: Agriculture.
 - 28) Shri Balasaheb Mahadev Harpale,
Age :79years, Occ: Agriculture.
 - 29) Shri Dnyaneshwar Balasaheb Harpale,
Age : 45 years, Occ: Agriculture.
 - 30) Shri Baban Krishnaji Harpale,
Age : 57 years, Occ: Agriculture.
 - 31) Shri Bhausahab Baban Harpale,
Age : 32 years, Occ: Agriculture.
 - 32) Shri Atul Baban Harpale,
Age : 26 years, Occ: Agriculture.
 - 33) Master Sairaj Pandurang Harpale
Age : 17 years, Occ: Education .

Through his father and natural guardian

Shri Pandurang Dattatry Harpale

Age : 45 years, Occ: Agriculture.

All R/at Fursungi, Tal. Haveli, Dist. Pune.

No.1 to 33 through Power of Attorney Holder,

M/s Malpani Properties,

Through its Partner,

Mr. Devendra Satish Bhattad,
 34) **M/s Malpani Properties,**
 A registered Partnership Firm
 Office Number 802, City Square Building,
 Shivaji nagar, Pune – 411005.
 Through its Partner,
Mr. Devendra Satish Bhattad,
 Age : 42 years, Occ : Business.

HEREAFTER called or referred to as “OWNERS/CONSENTING PARTY” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean, as also it's successors, executors, the successors-in-business and or in-title, assignees and or administrators as the case may be) THE PARTY OF THE THIRD PART.

WHEREAS :

- 1) All that piece or parcel of ground or land within registration Sub-District Haveli and within the limits of Pune Municipal Corporation, bearing Survey No.154/10 A (old Survey No.128/10 A) admeasuring 36 Ares situate at Fursungi, Taluka Haveli, District Pune is originally seized, owned and possessed by Master Sairaj Pandurang Harpale through his father Shri Pandurang Dattatray Harpale as guardian of the minor.
- 2) Shri Pandurang Dattatray Harpale as a guardian and father of Master Sairaj Pandurang Harpale, by executing Development Agreement dated 3rd January, 2020 granted or otherwise entrusted the development rights, in respect of aforesaid land bearing Survey No.154, Hissa No.10A, admeasuring 36 Ares, Fursungi in favour of M/s Malpani Properties.
- 3) The said Development Agreement is duly registered with the Office of Sub-Registrar of Haveli No.3 at Serial No.115 /2020 on the same day.
- 4) Simultaneously, the Owner also executed Irrevocable Power of Attorney in favour of the Developer, authorizing it to do all acts, deeds and things, which are necessary for effective development of the said properties. The said Power of Attorney is also duly registered with the office of Sub-Registrar of Haveli No.3 at Serial No. 116 /2020 on the same day.

- 5) All that piece or parcel of ground or land within registration Sub-District Haveli and within the limits of Pune Municipal Corporation, bearing Survey No.154/11 (old Survey No.128/11) admeasuring 15 Ares situate at Fursungi, Taluka Haveli, District Pune was originally seized, owned and possessed by Shri Balasaheb MahadeoHarpale (7.5 Ares) and ShriMaruti Ramchandra Memane & others (7.5 Ares). Shri BalasahebMahadeoHarpale and others granted development rights, in respect of land bearing Survey No.154 Hissa No.11 admeasuring 7.5 Ares out of 15 Are and other lands in favour of the Developer herein, by executing Development Agreement dated 10th May, 2019 which is registered with the office of Sub-Registrar Haveli No.3 at Serial No.6807. On the same day, the owners also executed a Power of Attorney in favour of the Developer, which is also registered with the office of Sub-Registrar of Haveli No.3 at Serial No. 6809.
- 6) Also ShriMaruti Ramchandra Memane& others executing Development Agreement dated 20th March, 2019 granted development rights in respect of remaining part of land admeasuring 7.5 Ares from land bearing Survey No.154 Hissa No.11, in favour of the Developer herein. The said Development Agreement is duly registered with the office of Sub-Registrar of Haveli No.3 at Serial No.4453/2019. On the same day, the owners also executed a Power of Attorney in favour of the Developer, which is also registered at Haveli No.3 Serial No.4455/19 on the same day.
- 7) All that piece or parcel of ground or land within registration Sub-District Haveli and within the limits of Pune Municipal Corporation bearing Survey No.154/12 (Old S. No.1281/12) admeasuring 06 Ares situate at Fursungi, Taluka Haveli, District Pune was originally seized, possessed and owned byShri PandurangDattatrayHarpale.
- 8) Said Shri Pandurang Dattatray Harpale, by Sale Deed dated : 30thOctober, 2019 transferred, conveyed and sold the entire Survey No.154 Hissa No.12 in favour of M/s Malpani Properties, i.e., the Developer herein for a price or consideration of Rs.61,00,000/-.
- 9) The aforesaid Sale Deed is duly registered with the Office of Sub-Registrar of Haveli No.3 at Serial No. 14549/2019.

- 10) By virtue of the aforesaid Sale Deed, M/s Malpani Properties became the absolute owners, in respect of the entire land bearing Survey No.154 Hissa No.12 admeasuring 6 Ares;
- 11) All that piece or parcel of ground or land within registration Sub-District Haveli and within the limits of Pune Municipal Corporation bearing Survey No.154/13 (Old S. No.1281/13) admeasuring 06 Ares situate at Fursungi, Taluka Haveli, District Pune was originally seized, possessed and owned by Smt. Chhabubai Manik Harpale, Narmada Vithal Gunjwate, and Sou. Usha Suresh Bandal . Said owners by executing Development Agreement dated 20th March, 2019 granted or otherwise entrusted the development rights, in respect of land bearing Survey No.154, Hissa No.13 admeasuring 6 Ares, Fursungi in favour of M/s Malpani Properties. The said Development Agreement is duly registered with the Office of Sub-Registrar of Haveli No.3 at Serial No.4443/2019 on the same day. Simultaneously, the owners also executed Irrevocable Power of Attorney in favour of the Developer, authorizing it to do all acts, deeds and things, which are necessary for effective development of the said properties. The said Power of Attorney is also duly registered with the office of Sub-Registrar of Haveli No.3 at Serial No.4448 on the same day.
- 12) All that piece or parcel of ground or land within registration Sub-District Haveli and within the limits of Pune Municipal Corporation bearing Survey No. 154 / 14 totally admeasuring 6 Ares and 154/15A - 1 Are out of totally admeasuring 3 Ares situate at Fursungi, Taluka Haveli, District Pune was originally seized, owned and possessed by Shri Baban Krishna Harpale. Said Shri Baban Krishna Harpale and others granted development rights, in respect of land bearing Survey No.154 Hissa No.14 admeasuring 6 Ares , Survey No.154 Hissa No.15 A admeasuring 1 Ares out of 3 Are in favour of the Developer herein, by executing Development Agreement dated 10th May, 2019.
- 13) The said Development Agreement is registered with the office of Sub-Registrar Haveli No.3 at Serial No.6807.
- 14) On the same day, the owners also executed a Power of Attorney in favour of the Developer, which is also registered with the office of Sub-Registrar of Haveli No. 3 at Serial No. 6809.

- 15) Another 1 Are out of 3 Ares from land bearing Survey No.154/15A is absolutely seized, owned and possessed by Mrs. Kamal Mahadeo Lonkar and others. Said owners sold transferred or otherwise conveyed an area admeasuring 01 Ares from and out of S.No. 154/15A to M/s Malpani Properties (a registered partnership firm) by sale deed.
- 16) The said Sale Deed is registered in the office of Sub-Registrar Haveli No. 3 at Serial No. 3501/2019 on same day.
- 17) By virtue of the said Sale Deed the M/s.Malpani Properties became the absolute owner of the said 01 Are land from Survey No.154/15A.
- 18) All that piece or parcel of ground or land within registration Sub-District Haveli and within the limits of Pune Municipal Corporation bearing Survey No.154/15 B admeasuring 14 Ares situate at Fursungi, Taluka Haveli, District Pune was originally seized, owned and possessed by Mr. Balasaheb Mahadeo Harpale. Said Shri Balasaheb Mahadeo Harpale and others granted development rights, in respect of land bearing Survey No.154 Hissa No.15 B admeasuring 4 Ares out of 14 Are in favour of the Developer herein, by executing Development Agreement dated 10th May, 2019.
- 19) As the said Development Agreement is registered with the office of Sub-Registrar Haveli No.3 at Serial No.6807.
- 20) On the same day, the owners also executed a Power of Attorney in favour of the Developer, which is also registered with the office of Sub-Registrar of Haveli No.3. At Serial No.6809 .
- 21) Shri Balasaheb Mahadev Harpale, by Sale Deed dated 6th July, 2020, transferred, conveyed and sold the remaining area admeasuring 10 Ares land from Survey No.154/15B in favour of Malpani Properties . The said Sale Deed is duly registered with the office of Sub-Registrar of Haveli No.3 at Serial No.3991 of his Book No.1. As per the said Sale Deed, Malpani Properties became the absolute owner in respect of 10 Ares land from the land bearing Survey No.154/15B. Thus, the Developer has acquired the entire 14 Ares from Survey No.154/15 B , Fursungi from the owners.

- 22) All that piece or parcel of ground or land within registration Sub-District Haveli and within the limits of Pune Municipal Corporation bearing Survey No.154/16 admeasuring 06 Ares situate at Fursungi, Taluka Haveli, District Pune was originally seized, owned and possessed by Ramchandra Arjun Harpale, Sadashiv Arjun Harpale, Vijay Arjun Harpale, Mrs. Kamal Dinkar Choudhari and Mrs. Rohini Sudam Wadkar. Said Shri Ramchandra Arjun Harpale and others by executing Development Agreement dated 20th March, 2019 granted development rights in respect of aforesaid land bearing Survey No.154 Hissa No.16 admeasuring 6 Ares, in favour of the Developer herein. The said Development Agreement is duly registered with the office of Sub-Registrar of Haveli No.3 at Serial No.4453/2019. On the same day, the owners also executed a Power of Attorney in favour of the Developer, which is also registered at Serial No.4455/19 on the same day.
- 23) All that piece or parcel of ground or land within registration Sub-District Haveli and within the limits of Pune Municipal Corporation bearing Survey No.154/17 admeasuring 07 Ares situate at Fursungi, Taluka Haveli, District Pune was originally seized, owned land possessed by Dattatray Kerba Harpale, Jaysingh Kerba and Ranjana Ramchandra Choudhari. Shri Dattatray Kerba Harpale and others, by executing Development Agreement dated 20th March, 2019 granted or otherwise entrusted the development rights, in respect of land bearing Survey No.154 Hissa No.17 admeasuring 6 Ares, Fursungi in favour of M/s Malpani Properties. The said Development Agreement is duly registered with the Office of Sub-Registrar of Haveli No.3 at Serial No.4438/2019 on the same day. Simultaneously, the owners also executed Irrevocable Power of Attorney in favour of the Developer, authorizing the Developer to do all acts, deeds and things, which are necessary for effective development of the said properties. The said Power of Attorney is also duly registered with the office of Sub-Registrar of Haveli No.3 at Serial No.4439 on the same day.
- 24) Smt. Ranjana Ramchandra Choudhari also granted development rights in respect of balance 01 Are land from the land bearing Survey No.154/17 in favour of the Developer herein on 25th March, 2019. The said Development Agreement is duly registered with the office of Sub-Registrar of Haveli No.2 at Serial No.1889/2019. On the same day, she also executed a Power of Attorney in favour of the Developer, which is also registered with the Office of Sub-Registrar of Haveli No.2 at Serial No.1890/2019. Thus, the Developer has acquired the entire 7 Ares from Survey No.154/17, Fursungi from the owners.

- 25) All that piece or parcel of ground or land within registration Sub-District Haveli and within the limits of Pune Municipal Corporation bearing Survey No.154/18 totally admeasuring 07 Ares situate at Fursungi, Taluka Haveli, District Pune was originally seized, owned and possessed by Shri Sudhir Chandrakant Pawar.
- 26) All that piece or parcel of ground or land within registration Sub-District Haveli and within the limits of Pune Municipal Corporation bearing Survey No.154/19 to 23 admeasuring 59 Ares situate at Fursungi, Taluka Haveli, District Pune are seized, owned and possessed by Shri Sunil Shivaji Harpale and Devidas Shivaji Harpale (29.5 Ares) and Shri Maruti Sopan Harpale (29.5 Ares).
- 27) Shri Sudhir Chandrakant Pawar, Shri Sunil Shivaji Harpale, Devidas Shivaji Harpale, Shri Maruti Sopan Harpale and others, by executing Development Agreement dated 20th March, 2019 granted or otherwise entrusted the development rights, in respect of land bearing Survey No.154, Hissa No.18, admeasuring 7 Ares, Survey No.154, Hissa No.19 to 23, admeasuring 59 Ares Fursungi in favour of M/s Malpani Properties.
- 28) The said Development Agreement is duly registered with the Office of Sub-Registrar of Haveli No.3 at Serial No.4443/2019. Simultaneously, the owners also executed Irrevocable Power of Attorney in favour of the Developer, authorizing it to do all acts, deeds and things, which are necessary for effective development of the said properties. The said Power of Attorney is also duly registered with the office of Sub-Registrar of Haveli No.3 at Serial No.4448 on the same day.
- 29) As per the said Development Agreements, the Developer agreed to provide constructed area to the owners from the building to be constructed on the said property in phase wise manner. In addition to that, the Developer also deposited amounts with the owners towards the refundable security deposit. Simultaneously, the owners also executed Irrevocable Power of Attorney in favour of the Developer, authorizing it to do all acts, deeds and things, which are necessary for effective development of the said properties.
- 30) The Developer is fully entitled to develop the aforesaid properties situated within the limits of Pune Municipal Corporation bearing Survey No. 154 – Hissa No. 10A, 11, 12, 13, 14, 15A, 15B, 16, 17, 18 AND 19 TO 23 totally admeasuring

164 Ares situate at Fursungi, Taluka Haveli, District Pune 412308 and amalgamating the same with the adjoining lands, by taking prior permission from the Pune Municipal Corporation as well as getting the necessary permission from the Collector, Pune.

- 31) The Promoter has appointed Matrix Engineers as Structural Engineer for the preparation of the structural design and M/s. Spiro Design as an Architect for drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/s.
- 32) The Developer had submitted the layout over the entire aforesaid property with the Pune Municipal Corporation for approval and sanction;
- 33) The said layout is approved by the Pune Municipal Corporation, vide Commencement Certificate bearing No.CC/1668/21 on 17/09/2021. As per this layout the Developer are going to construct 3 buildings viz – A- 1 , A – 2 , A- 3 and each building having one basement + ground floor parking + 14 floors in plot 1 and 2 buildings viz B – 1 , & B – 2 and both B – 1 , & B – 2 building having ground floor parking & 8 floors in plot 2 .
- 34) As per the Regional Plan, an area measuring 1924.15 sq.mtrs. is reserved for RP 30-meter-wide Road from the aforesaid property.
- 35) On account of the same, the aforesaid property is divided into two parts, i.e., Plot No.1 and Plot No.2.
- 36) The area of the Plot No.1 is of 8866.11 sq.mtrs. and the area of the Plot No.2 is of 5609.74 sq.mtrs.
- 37) In the said layout, the Developer has shown amenity space and the open space separately for Plot No.1 and Plot No.2. By the said layout, the Developer had proposed 3 Buildings, viz., A-1, A-2 & A-3 on the Plot No.1 and two buildings on Plot No.2, viz., Building B-1 and B-2.
- 38) The Developers have surrendered the area of amenity space from Plot No.1, area under 30 meter R.P. Road and an area under amenity space Plot No.2.
The Developers have also executed Deed of Transfer in favour of Pune Municipal Corporation on 26th November, 2021, in respect of the said areas and the said

Deed is registered with the Office of Sub-Registrar of Haveli No.23 at Serial No.20004 on the same day. The DEVELOPER is entitled to utilize the said FSI by constructing building/tenements over the plot No. 1& plot no 2 as per the prevailing Rules. Though the developer has surrendered area under road , it is not operational yet . So till it becomes operational all flat holders of plot 2 (B 1 & B 2 BUILDINGS) would be using same entrance and road on southern boundary of plot 1 .

- 39) The owners through the Developer have amalgamated the entire area under the development, from the land bearing Survey No.154 (part) Hissa No. 10A, 11, 12, 13, 14,15A, 15B, 16, 17, 18 AND 19 TO 23 totally admeasuring 164 Ares (16400 sq.mtrs) situate at Fursungi, Taluka Haveli, District Pune 412308, Fursungi. Accordingly, the Superintendent of Land Record issued a letter dated 11th August, 2021 to the Talathi along with KA.JA.P. patrak and 7 no of new 7/12 extracts are prepared by the Talathi, in pursuance of the said letter. In pursuance thereof, the new Survey Number has been given which are as under:

<u>Survey No.</u>	<u>Particulars</u>	<u>Area</u>
No.154/15A/1	Plot No.1	6649.58 sq.mtrs.
No.154/15A/2	Open space Plot No.1	886.61 sq.mtrs.
No.154/15A/4	Amenity Space Plot No.1	1329.92 sq.mtrs.
No.154/15A/6	30 meter road	1924.15 sq.mtrs.
No.154/15A/8	Plot No.2	4207.31 sq.mtrs.
No.154/15A/3	Open space Plot No.2	560.97 sq.mtrs.
No.154/15A/5	Amenity Space Plot No.2	841.46 sq.mtrs.
TOTAL AREA ADMEASURING 16400 SQ. MTRS (164 R)		

- 40) The DEVELOPER, by obtaining necessary permissions land approvals from the Planning Authority and has commenced the construction of Building B-1 and B-2 on plot No.2. in 2019 .

- 41) The DEVELOPER has further decided to start construction over the Plot No.1 ie new plotNo.154/15A/1 having area 6649.58 sq.mtrs. & plot No.154/15A/2 which is Open space Plot No.1 having area of 886.61 sq.mtrs.
- 42) The Developer submitted the application under Section 44 of the Maharashtra Regional Town Planning Act, 1966 to the Pune Municipal Corporation along with building plans for approval and sanction on the Plot No1.
- 43) The Pune Municipal Corporation, vide Commencement Certificate No.CC/2686/21 dated 09/12/2021 sanctioned the said building plan which is revised vide Commencement Certificate No.CC/2999/21 dated 30/12/2021& The Pune Municipal Corporation sanctioned the said building plan and permitted the Developer to construct one basement, Building A -1 having ground floor + 14 floors , A – 2 building having ground floor + 14 floor and Building A-3 having ground floor + 6 floors . The Developers has allotted 32 flats forMHADA in A – 1 BUILDING. The Developer are going to apply for the sanction of remaining flats / balance FSI as per sanctioned layout in future as per their convenience. As of now the developer intends to consume total FSI of 32706 along with paid FSI , TDR and ancillary FSI on plot 1 apart from FSI allotted to inclusive housing .
- 44) The Developer has got the original layout sanctioned from the Pune Municipal Corporation by CC / 2104 / 2019 on 12/ 12/ 2019 . After that the developer has got that layout revised recently vide Commencement Certificate bearing No. CC/1668/21 on 17/09/2021. The DEVELOPER also has got the N.A. Order by the certificate no NA.SR /26 /2020 on 31/01/2020 for the total plot of 16400 sq. mtrs .
- 45) The Developer has named the said Project on Plot No.1 as “Green Park (plot 1)” and also has registered it with the RERA Authority on 22/12/2021, vide Registration No.P52100032284.
- 46) The Developer is entitled to construct the building A 1 , A 2 and Building A 3 , in accordance with the plan sanctioned by the Pune Municipal Corporation.

- 47) The Developer is entitled to sell and transfer the tenements from A-1 , A – 2 and A – 3 to the prospective purchasers, except the tenements retained by the original owners.
- 48) The DEVELOPER has decided to develop the said property, as per the plans and drawings sanctioned by the Pune Municipal Corporation;
- 49) On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans sanctioned by P.M.C., N.A.order , designs and specifications prepared by the Promoter's Architects 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 there under;
- 50) The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartment/s are constructed or are to be constructed have been handed over to the purchaser.
- 51) The authenticated copies of the plans of the Layout as proposed by the Promoter and approved by the concerned Local Authority and according to which the construction of the buildings and open spaces are proposed to be provided for the said project have been annexed hereto and marked as Annexure A.
- 52) The Pune Municipal Corporation has approved building plans vide Commencement Certificate bearing CC/2999/21 on date 30/12/2021 The said Commencement certificate has been annexed hereto and marked as Annexure - B.
- 53) 7/12 extract are attached hereto as Annexure C
- 54) The floor plan of the floor on which the Allottees purchasing the apartment have been annexed hereto and marked as Annexure- D .
- 55) Limited COMMON AREAS AND FACILITIES have been annexed and marked as Annexure- E.
- 56) AMENITIES AND SPECIFICATION have been annexed and marked as Annexure - F.

- 57) The Promoter has appointed Matrix Engineers as Structural Engineer for the preparation of the structural design and M/s. Spiro Design as an Architect for the preparation of the drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/s.
- 58) While sanctioning the said plans concerned local authority and / or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- 59) The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- 60) The Allottee/s has / have applied to the Promoter for allotment of an Apartment No. on floor in A -1 building which is being constructed on the said Property.
- 61) The carpet area of the said Apartment is 61.81 Square Meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment.
- 62) The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- 63) The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at No.P52100032284;
- 64) Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

- 65) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment .

NOW, THEREFORE, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

1. The Promoter has/have made full and true disclosure of the little of the said plot of land as well as the encumbrances, if any, known to the Promoter. The Promoter has/have also disclosed to the Purchaser/s nature of the right, title & interest & right to construct and sell various units in various building/s on the said plot of land by the Promoter.
2. The Promoter shall construct one basement , A 1, A 2 & A 3 buildings consisting of ground floor parking and 14 upper floors on the said land in accordance with the plans, designs as approved by the concerned local authority from time to time.
Provided that the Promoter shall have to obtain prior consent in writing to the Purchaser/s in respect of variations or modifications which may adversely affect the Apartment of the Purchaser/s except any alteration or addition required by any Government authorities or due change in law.
3. The Purchaser/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s one 2 BHK Apartment **No.....** admeasuring RERA carpet 61.81 sq. meters with attached balcony 3.24 sq. mtr. **on** floor in the “ A- 1 “ building (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure D for the consideration of Rs. **...../- which** includes Rs.1,75,000/- being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the Annexure E annexed herewith.
4. The Purchaser/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s Covered parking being shown in the layout for the consideration of **Rs. 2,50,000/-** and as per section seventy eight of model by laws Co-op. Housing Society Ltd. The person allotted covered parking will not be eligible for open parking. The Purchaser/s hereby allowed to park one

car only, No additional car of purchaser will be allowed to park inside the premises of Green Park Plot

The purchasers who has been specifically allotted reserved car parking by the Developer will never challenge allotment of parking made by the Developer .

5. The consideration amount for the apartment including covered car parking is Rs./-.(..... rs only)

6. The Purchaser/s hereby agrees to pay to that Promoter the amount of purchase consideration of/-.(..... rs only)

) in the following manner :-

A	Rs...../-	Being 5% amount paid to the Promoter at the time of Booking.
B	Rs...../-	Being 10 % to be paid to the promoter within 15 days from the execution of agreement.
C	Rs./-	Being 20 % to be paid to the Promoter on completion of plinth.
D	Rs./-	Being 10 % to be paid to the Promoter on commencement of 3 rd Slab.
E	Rs./-	Being 10 % to be paid to the Promoter on commencement of 7 th Slab.
F	Rs./-	Being 10 % to be paid to the Promoter on commencement of 10 th Slab
G	Rs./-	Being 10 % to be paid to the Promoter on commencement of 14 th Slab.
H	Rs./-	Being 11 % to be paid to the Promoter on commencement of Brick & Plaster.
I	Rs./-	Being 11 % to be paid to the Promoter on commencement of Flooring.
J	Rs./-	Being 3 % to be paid to the Promoter at the time of Possession.
Rs./-		Total

The Purchaser/s shall make all the payments to the Promoter by Demand Draft or by local crossed Cheques and or RTGS Transfers only.

7. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST Value Added Tax, Service Tax, 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 Apartment. Means any such taxes are to be paid by purchaser of the flat to developer as the developer has finalized the rate of flat on term that any such tax amount to be borne by the purchaser. Registration charges to register this document are to be paid/ borne by Purchaser/s.
Stamp duty to register this agreement is paid by the Developers.
8. The Promoter shall confirm the final carpet area that has been allotted to the Purchaser/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 Promoter herein has agreed to sell to the unit purchaser/s the said unit & the sale of said unit is on basis of carpet area only & the Purchaser/s is/are aware that due to skirting and variation in plaster the carpet areas varies, the variation may be approximately 3%. 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 more than 3% then Promoter shall refund the excess money paid by Purchaser/s within forty-five days with annual interest at the rate specified herein from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Promoter shall demand that from the Purchaser/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 of this Agreement.
9. The Purchaser/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 Purchaser/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
10. 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 Apartment to the Purchaser/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the Apartment.

11. Time is of essence for the Promoter as well as the Purchaser/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 6 herein. ("Payment Plan").

12. The Promoter hereby declares that area of plot 1 is 8866.11 sq. mtrs which includes amenity space of 1329.92sq.mtrs and open space of 886.61sq.mtrs and the basic FSI available as on date in respect of the said plot 1 is 8289.81 sq. mtrs and Promoter has planned to utilize Floor Space Index of 32706 square meters for plot 1 by availing FSI under various heads , by surrendering of amenity space , road if any etc., by availing of TDR or FSI available on payment of premiums , Ancillary Area FSI or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 32706 square meters plus ancillary FSI , Balcony, Terrace etc. as proposed to be utilized by him on the said Land in the said Project and Purchaser/s has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. The Promoter hereby reserve his right to revise the layout , open space and plan of buildings and build those respective spaces as per the sanction from PMC . The developer has the right to use or to give access for himself or to anybody else through this project. For this purchaser / s has given permission to developer by this agreement only. As per the Regional Plan, an area admeasuring 1924.15 sq.mtrs. is reserved for 30 meter wide road from the aforesaid property. Considering the said proposed 30 meter R.P. Road, the DEVELOPER has got the layout sanctioned from the Planning Authority and created two plots, viz., Plot No.1 and Plot No.2, on both sides of the proposed R.P. Road. The DEVELOPER has already commenced the construction over the said plotNo.2, by obtaining necessary permission from the Planning Authority. The DEVELOPER has now commenced construction over the Plot No.1, by obtaining necessary permissions

from the Planning Authority. However, there is no R.P. Road in existence as on today. For the purpose of access to the Plot No.2 to the flat purchasers of B 1 & B 2 BUILDINGS situated at plot 2 , the DEVELOPER, their Contractor, employees etc., are required to have access from Plot No.1. The flat purchasers herein are aware about the aforesaid fact. The flat purchasers hereby undertake, promise and confirm that they shall not either obstruct the DEVELOPER or the flat purchasers from the Plot No.2 from using the area from the plot No.1 as an access till the proposed 30 meter wide R.P. road is constructed by the Planning Authority.

13. The Promoter hereby agrees that he shall, before handing over possession of the Apartment to the Purchaser/s and in any event before execution of a conveyance of the said structure of the said Building or wing in favour of a Co. op. society to be formed by the Purchaser/s of Apartments/shops/garages in the building/wing to be constructed on the said land (hereinafter referred to as "the Society") make full and true disclosure of the nature of his title to the said structure of the said Building/wing as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said structure of the said Building/wing, and shall, as far as practicable, ensure that the said structure of the said building/wing is free from all encumbrances and that the Original Owner/ the Promoter has/have absolute, clear and marketable title to the said structure of the said building or wing, so as to enable him to convey the said structure to the said Society with absolute, clear and marketable title on the execution of a conveyance of the said structure of the said building by the Promoter in favour of the said Society, within two months of obtaining occupation certificate /completion certificate in respect of all buildings or on receipt of minimum of 60% of the total Purchaser/s in such buildings have taken possession and the Promoter has received the full consideration of such Purchaser/s whichever is earlier.
14. The Promoter hereby agrees that he shall, before handing over possession of the said Land to the Society as its members, and in any event before execution of a conveyance of the said Land in favour of the society formed for each of the building/wing to be constructed on the said land (hereinafter referred to as " the Society or Federation) make full and true disclosure of the nature of his 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 Vendor/Lessor/Original Owner/ the Promoter has/have absolute, clear and

marketable title to the said Land, so as to enable him to convey the said Land to the said The Society /Federation with absolute, clear and marketable title on the execution of a conveyance of the said Land by the Promoter in favour of the said Society /Federation, within two months of registering the society or the Apartment Purchaser/s(s) of the last of the building or wing constructed on the said Land

15. The Purchaser/s agrees to pay to the Promoter interest at the rate at which State Bank Of India charges at the highest marginal cost of lending rate plus 2% with quarterly rests on all amount which become due and payable by the purchasers to the promoters till the date of actual payment provided that the tender of the principal amount & interest or tender of the interest & expenses on delay shall not itself be considered as waiver of the right of the promoter under this agreement, nor shall be construed as condonation by the promoter on such delay. The interest amount will be paid by the purchaser to the promoter before possession of the said unit.
16. Without prejudice to right of promoter to charge the interest in terms of sub clause above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/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 Purchaser/s committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at his own option, to terminate this Agreement.

Provided that, Promoter shall give notice of seven days in writing to the Purchaser/s by email at the email address provided by the Purchaser/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 Purchaser/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 & in such case the Purchaser has to pay cancellation charges of 1,00,000/- rs (one lac rupees only) to the Developer apart from the interest and the charges mentioned above or the Developer will deduct such cancellation charges of 1,00,000/- rs (one lac rupees only) & the interest and the charges mentioned above from the amount received from the Purchaser/s .Upon termination of this Agreement the Promoter, shall be

at liberty to dispose of and sell the Apartment to such person and at such price as the Promoter may in his absolute discretion think fit.

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

17. The Promoter shall give possession of the Apartment to the Purchaser/s of A – 1 building on or before 30 th JUNE 2024 and of A- 2 & A – 3 on or before 30 th JUNE 2025 . Also the common areas like Club House, STP, Underground Tank will be completed before possession of A 1 building. If the Promoter fails or neglects to give possession of the Apartment to the Purchaser/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 Purchaser/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 15 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid,

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

- a. Non-availability of steel, other building material, water or electric supply, non-availability of sufficient labour due to some major issue .
- b. war, civil commotion or act of God like draught , floods , heavy rain , natural calamity , pandemic etc.
- c. Any notice, order, rule, notification of the Government and/or other public or competent authority.

18. **Procedure for taking possession –**

Promoter, upon obtaining the occupancy certificate from the competent authority shall offer on mail or in writing the possession of the Apartment, to the Purchaser/s in terms of this Agreement to be taken within 30 Days (thirty Days) from the date of issue of such notice and the Promoter shall give possession of the

Apartment to the Purchaser/s. The Promoter agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser/s agree to pay the maintenance charges as determined by the Promoter or association of Purchaser/s, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project. Even after Possession of A 1 the work of A – 2 & A 3 Building will be in progress and the purchaser will cooperate with promoter for same and at no time will stop the work for whatsoever reasons. If there are some issues will mail same to the promoter and give reasonable time to resolve same.

19. The Purchaser/s shall take possession of the Apartment within 30 days of the Promoters giving written notice to the Purchaser/s intimating that the said Apartments are ready for use and occupation:

20. **Failure of Purchaser/s to take Possession of Apartment:**
 Upon receiving a written intimation from the Promoter as per clause above, the Purchaser/s shall take possession of the Apartment 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 Apartment to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided of 15 days, such Purchaser/s shall continue to be liable to pay maintenance charges as decided by promoter.

21. If within a period of five years from the date of handing over the Flat to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any defect in the Flat or the building in which the Flat are 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 Purchaser/s shall be entitled to receive from the Purchaser/s(s) compensation for such defect or change. But in case of cracks to walls/ dado tiles due to change in temperature /weather , minor bending of wooden door frames, colour variation /cracks to marble / granite as these can be caused as these are natural , in such case promoter will not rectify such defects nor can pay any compensation for that. The parties herein confirm that the defect in the said quality or service (as specified in Annexure F annexed to these present and forming part hereof) arising due to wear and tear or arising out of the changes made for installing furniture and fixtures, interior, such as drilling, core cutting, changes in plumbing lines, grills

etc. and or any misuse thereof, by the Unit Purchasers in the said Unit, shall not be covered under defect liability clause and will result in the lapse of the defect liability. Further the warrantee period provided by the respective manufactures on the item covered under warrantee period provided by such manufactures shall not be covered under defect liability clause and it shall be the responsibility of the respective Unit Purchaser/s / allottee/s to get such warrantees duly honored from the concerned manufactures. 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.

22. The Purchaser/s is aware that concerned local authority i.e. PMC or Grampanchayat may not be able to supply adequate drinking , domestic or any water throughout the year. In that case until the conveyance, the promoter shall help the flat purchaser and their organization for providing required quantity of water by purchasing the same from the market as per availability. All costs therefore shall be borne by the purchasers and their organization. The purchasers and their organization shall be liable to bear the cost thereof. In this respect, the role of the promoter shall be of giving required help and making adequate arrangements. After handing over to the society, society will manage all things and bear all cost.
23. The Purchaser/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence only. (not for carrying on any industry or business.)
24. The Purchaser/s along with other Purchaser/s(s) of Apartments in the building shall join in forming and registering the Society to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the common organization of Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, or

the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies , as the case may be, or any other Competent Authority.

25. The Promoter shall, within three months of registration of the Society , and completing all Buildings as aforesaid, cause to be transferred to the society all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
26. The Promoter shall, within three months of registration Societies, as aforesaid, cause to be transferred to the Federation all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said land on which the building with multiple wings or buildings are constructed.
27. Within 15 days after notice in writing is given by the Promoter to the Purchaser/s that the Apartment is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment) 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 charges, water expenditure, insurance, common lights, MSEDCL charge of common meter, 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 building/s. Until the Society is formed and the said structure of the building/s or wings is transferred to it, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser/s's share is so determined the Purchaser/s shall pay to the Promoter provisional contribution of Rs. 67,200/- for the period of 2 years in advance before taking possession of an apartment towards the outgoings. The amounts so paid by the Purchaser/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society. If this period extends more than 2 years then The Purchaser/s undertakes to pay such provisional monthly contribution of Rs. 2800/- per month for period of 3 month and such proportionate share of outgoings

regularly on the 5th day of first month in every quarter 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 Purchaser/s shall be regarded as the default on the part of the Purchaser/s and shall entitle the Promoter to terminate this agreement in accordance with the terms and conditions contained herein.

28. The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-
- a. Rs 600/- For share money, application entrance fee of the Society/Federation/ Apex body.
 - b. Rs. 3500 /- For formation and registration of the Society / Federation/ Apex body.

The Purchaser/s shall pay to the Promoter additional sum of Rs. 4,100/- 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 of lease.

29. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- a. 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;
- b. 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;
- c. There are no encumbrances upon the said Land or the Project except those disclosed in the title report;
- d. There are no litigation pending before any Court of Law with respect to the project, land or project as on today. except those disclosed in the title report;
- e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said building/wing are valid and

subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said Land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building/wing and common areas;

- f. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
 - g. 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, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser/s under this Agreement;
 - h. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Purchaser/s in the manner contemplated in this Agreement;
 - i. At the time of execution of the conveyance deed of the structure to the association of Purchaser/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area of the Structure to the Association of the Purchaser/s;
 - j. 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;
 - k. 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.
30. The Purchaser/s/s or himself/themselves with intention to bring all persons into whosoever is hands the Apartment may come, hereby covenants with the Promoter as follows :-

- a. To maintain the Apartment at the Purchaser/s's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- b. Not to store in the Apartment 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 Apartment 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach. The purchaser/s at any point of time will not do any act which will affect the elevation of the building.
- c. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d. Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment 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 Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- 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 and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the building in which the Apartment is situated.
- 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 Apartment 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 Apartment by the Purchaser/s to any purposes other than for purpose for which it is sold.
- i. The Purchaser/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 Apartment until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/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.
- j. The Purchaser/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 Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupation and use of the Apartment in the Building and shall pay and

contribute regularly and punctually towards the taxes, expenses , water expenses or other out-goings in accordance with the terms of this Agreement.

- k. Everafter a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Purchaser/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 or for any repairing work.
 - l. The promoter shall give two options of internet service and one dish TV. The Purchaser/s agrees to take services only from that.
31. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
 32. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Apartment 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 or other body and until the said Land is transferred to the Apex Body /Federation as hereinbefore mentioned.
 33. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**
After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such Apartment.
 34. **BINDING EFFECT**
Forwarding this Agreement to the Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/s 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 Purchaser/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Purchaser/s(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/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 Purchaser/s for rectifying the default, which if not rectified within 7(Seven) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

35. 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 apartment, as the case may be.

36. RIGHT TO AMEND

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

37. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/S / SUBSEQUENT PURCHASER/S

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

38. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the

remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

40. **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.

41. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter’s Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser/s, in after the Agreement is duly executed by the Purchaser/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.

42. The Purchaser/s and/or Promoter shall present this Agreement as well as the conveyance 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.

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

1)NAME : **MR.**

2)NAME : MRS.

RESIDING AT :

Email ID :.....@gmail.com

AND
M/s Promoter name : M/S Malpani Properties
Mr. DevendraSatishBhattad
(Promoter Address) : Office Number 802, City Square Building,
Shivajinagar, Pune - 411 005.
Notified Email ID : deven.bhattad@gmail.com

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

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

45. **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.

STAMP DUTY CALCULATION

1)	Location	Sr. no 154 FURSUNGI
2)	Floor of the said flat	 Floor
3)	Carpet area of the said Flat	61.81 sq.mtr
4)	Market value of carpet	Rs.29,89,000/-
5)	Balcony	3.24 sq. mtrs
6)	Market value of balcony	Rs.62,700/-
7)	Carpet area of car parking	10 sq. mtrs
8)	Market value of car parking	Rs.1,06,000/-
9)	Market Rate for said flat	Rs.42050/- per sq.mtr
10)	Total market value	Rs. 31,57,000/-
11)	Consideration as per Agreement	Rs./-
12)	Stamp duty paid on	Rs./-
13)	Stamp duty amount	Rs./-
14)	Registration charges	Rs 30,000/-

SCHEDULE I OF THE PROPERTY ABOVE REFERRED TO

All piece or parcel of a ground or land bearing Survey no 154 – Hissa No.154/15A/1 admeasuring area of 6649.58 sq.mtrs. & hissa No.154/15A/2 Open space Plot No.1 admeasuring area of 886.61 sq.mtrs. situated at Fursungi, Taluka Haveli, Pune 412308 within Registration Sub-District Haveli, District Pune and within the limits of Pune Municipal Corporation and the Green Park plot 1 is bounded as follows :

- On or towards the EAST : By 12 mtrs Canal road
- On or towards the SOUTH : By Survey No.153 Hissa
- On or towards the WEST : Proposed 30 mtrs R.P .
- On or towards the NORTH : By Survey No.154Hissa

SCHEDULE –II
(DESCRIPTION OF THE FLAT)

2 BHK Flat No. admeasuring about 61.81 Sq. Mtrs., carpet area, along with attached Balcony admeasuring about 3.24 Sq. mtrs, situate on the Floor in the building named “A – 1 ” of project GREEN PARK(plot 1) to be constructed on the said property mentioned in the First Schedule. The said Flat is more particularly shown in the plan hereto in Annexure - D.
and the said flat is bounded as follows :

- On or towards the EAST :
- On or towards the SOUTH :
- On or towards the WEST :
- On or towards the NORTH :

COMMON AREAS AND FACILITIES
ANNEXURE – “E”

**COMMON AREAS AND FACILITIES AND LIMITED COMMON AREAS
AND FACILITIES**

A] COMMON AREAS AND FACILITIES:

1. The land described in the Schedule above (subject to the right of exclusive use of open space and car parks allotted or that will be allotted to various units).
2. RCC framed sub structure & super structure and main outer walls of the buildings
3. Staircase passages, floor & entrance lobbies and lifts in the building.
4. Common drainage, level water and electrical lines. Transformers & transformer room, Generator/s. Diesel Generator Backup for common services.
5. Common ground water storage tanks and overhead water reservoirs and Plumbing machinery, pumps etc.
6. Compound walls, fencing and gates.

B] LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units.
2. The car park (if any) of building or in basement or in open and portions thereof will be allotted to specific unit purchaser/s by the Promoter / Developer as per their discretion or retained by the Promoter / Developer.
3. Terraces / balcony adjacent to the flat shall exclusively belong to such respective flats if so specifically allotted by the Promoter / Developer.
4. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.
5. Parking spaces under stilts of the building and parking spaces in open land shall allotted to specific Accommodation purchasers by the Owner/Builder as per their discretion or may be retained by the Owner/Builder. Those with allotted park will not have right in common parking.
6. Passages and toilets/W.C.s which are not the part of specified units may be exclusively allotted to those units who have access through such passages or adjacent to such toilets/W.C.s for their exclusive or limited common use only as per the discretion and option of Owner/Builder.

ANNEXURE – “F”**(AMENITIES AND SPECIFICATION OF THE UNIT)****I. AMENITIES**

1. Club House with Gymnasium and Hall, Children Play Area and Garden.
2. Rain water harvesting system.

3. Overhead water tanks, underground water tank together with automatic water leveling system.
4. Sewage Treatment Plant.
5. Organic Waste Converter/Vermiculture.
6. Generator Backup to common area.
7. 2 Lifts for each building with Power Back Up.
8. RCC Earthquake Resistant structure.

II. SPECIFICATIONS INTERNAL FINISHES & EXTERNAL FINISHES

1. **Flooring:** Living room, bedroom & kitchen- vitrified tiles, balcony &toilets- anti skid tiles.
2. **Painting:** Acrylic paint for internal walls .
3. **Kitchen:** Granite top kitchen platform with S. S. sink.
4. **Toilets:** Glazed tile dado up to lintel level for toilets.
5. **Doors:** All doors- flush painted, main door laminated.
6. **Windows:** Aluminum anodized window , mosquito nets with sills in granite, & safety grills in bed room.
7. **Door frames** - Wooden / ply door frames for main door and bed room and granite door frame for toilet
8. **Brick Work / Plaster:** Internal and External walls of AAC Blocks / Bricks with sand finish to external wall and gypsum finish to internal wall.
9. **Electrification:** Concealed Electrification, adequate electrical points in every room.
10. **External Finishes:** Sand face plaster with cement paint.
11. **Solar water** : solar water to one bathroom.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures in their respective capacities in the presence of witnesses within- signed on the day, month and the year first above written.

SIGNED, SEALED AND DELIVERED by the
Within named PARTY OF THE FIRST PART,

1) NAME : MR.

2)NAME : MRS.

GREEN PARK SIGNED, SEALED AND DELIVERED by the
within named PARTY OF THE SECOND PART,

M/s Malpani Properties,
Through its Partner,

Mr. Devendra Satish Bhattad,

SIGNED, SEALED AND DELIVERED by the
within named PARTY OF THE THIRD PART,

- 1) ShriDattatrayKerbaHarpale
- 2) ShriPandurangDattatrayaHarpale,
- 3) ShriJaysingh KerbaHarpale
- 4) Shri Rahul Jaisingh Harpale,
- 5) ShriSubhashJaisingh Harpale
- 6) Smt. RanjanaRamchandraChoudhari,
- 7) ShriSudhirChandrakantPawar
- 8) ShriMarutiSopanHarpale
- 9) Mr. Sunil ShivajiHarpale,
- 10) Sou. Rohini Sunil Harpale,
- 11) ShriDevidasShivajiHarpale
- 12) Sou. Jaya DevidasHarpale,
- 13) Usha Suresh Bandal,
- 14) Smt. ChabbabaiManikHarpale,
- 15) Smt. Narmada VithalGunjawate,
- 16) ShriRamchandraArjun Harpale,

- 17) ShriSadashiv Arjun Harpale,
 - 18) Shri Vijay Arjun Harpale,
 - 19) Sou. Kamal DinkarChaudhari,
 - 20) Sou. RohiniSudamWadekar,
 - 21) ShriMarutiRamchandraMemane,
 - 22) Shri BalajiMarutiMemane,
 - 23) Sou. ArunaSubhashWaje,
 - 24) Sou. JanabaiShivajiMemane,
 - 25) ShriSunil ShivajiMemane,
 - 26) ShriAtulShivajiMemane,
 - 27) Sou. SarikaMarutiHarpale,
 - 28) ShriBalasahebMahadevHarpale,
 - 29) ShriDnyaneshwarBalasahebHarpale,
 - 30) ShriBabanKrishnajiHarpale,
 - 31) ShriBhausahabBabanHarpale,
 - 32) ShriAtulBabanHarpale,
 - 33) Master.SairajPandurangHarpale
- Through his father and natural guardian
ShriPandurangDattatrayHarpale
All R/at Fursungi, Tal. Haveli, District Pune
and AllThrough Power of Attorney Holder,
M/s Malpani Properties,
Through its Partner,

Mr. Devendra Satish Bhattad,

Witnesses :-

- Sign : Sign :
- 1) Name : 2) Name :
- Address : Address :
-

Annexure - A
Sanctioned Layout Plan
Annexure - B

Commencement Certificate

Annexure - C

7/12 extract

Annexure - D

Floor Plan

Annexure - E

Limited Common Areas & Facility

Annexure - F

Amenity And Specification

CONSENT LETTER BY THE ALLOTTEE

I, the Allottee herein, do hereby accord my consent for the Promoter to effect any changes, revisions, renewals, alterations, modifications, additions etc. as shown in proposed Layout Plan Annexed hereto as Annexure - A and/or building and/or structures on the said Project Land.

I, Allottee herein, further accord my “no objection” for the Competent Authority /Pune Municipal Corporation to accordingly pass such layout/s or plans, as may be submitted by the Promoter. However, the construction of the said Apartment/ Flat/ Unit agreed to be purchased by me shall not be adversely affected.