

Letter of Intent (LOI)

Date\_\_\_\_\_

To,  
1)  
2)

Address of Allottee :  
Contact Details  
Email ID:

Dear \_\_\_\_\_,

Re: Earmarking of proposed Apartment No. \_\_\_\_\_ of the type \_\_\_\_\_ planned to admeasure about \_\_\_\_\_ sq. mtrs Carpet Area (as per RERA), balconies area admeasuring \_\_\_\_\_ sq. mtrs and exclusive terraces area admeasuring \_\_\_\_\_ sq. mtrs on \_\_\_\_\_ floor in (tower/block/building) Building no \_\_\_\_\_ being constructed on Plot no 6, carved out of Survey No. 40(P), 41(P), 44(P) & 51(P) situated at Marunji, Taluka Mulshi, Pune, in the PARK ASTRA PHASE I project.

1. You have approached and requested us to earmark, in your favour, the said Apartment.
2. We have considered your request bearing no. \_\_\_\_\_ dated \_\_\_\_\_ and have agreed to earmark in your favour the said Apartment at or for a total consideration of Rs.\_\_\_\_ (Rupees\_\_\_\_\_)("Purchase Price"). It has already been explained to you and confirmed by you that Vide the notification dated 29/03/2019 the earlier rate has been amended and for the construction services fallen under Service Heading 9954 new rates have been prescribed which shall be effective from 01/04/2019. To simply Put, GST shall be chargeable @5% and without input tax credit. You shall make an additional payment of "Central Goods and Service Tax" and "State Goods and Services Tax", as applicable. If, however, at any time hereafter, the rates of such Central Goods and Services Tax and State Goods and Services Tax are increased or decreased by the Central and State Government respectively, the amount payable by you to us under this Clause shall vary accordingly. In addition to the above, you 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 before or after taking the possession of the said Unit as and when such taxes, duties etc. become due.
3. For provisional earmarking of the said Apartment, you have deposited (interest free) with us, a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (the "**Booking Amount**") being a booking amount plus taxes thereon, the details whereof is as shown in **Annexure 'B'**.

4. (a) The detailed terms and conditions for the sale and allotment of the said Apartment are recorded in the Agreement for sale ("**Agreement for Sale**") which draft has been shown to you and the has been confirmed by you. The Agreement for Sale will be executed and registered as and when called upon by us. The Booking Amount will be adjusted by us, towards the Purchase Price, on your executing and registering the Agreement for Sale.
- (b) The Agreement For Sale records and contains *inter-alia* (i) the details of the Common Areas and Amenities of the Project and the Limited Common Areas and Amenities of the Project, (ii) the details of the specification proposed to be provided in the said Apartment, and (iii) the other charges and deposits payable by you.
- (c) The area under the balconies mentioned herein above shall include all the types of balconies such as enclosed balcony, dry balcony, attached balcony, etc. of the said flat/apartment.
- (d) The area under the terraces mentioned herein above shall include all the types of terraces such as attached terrace, dry terrace, etc. of the said flat/apartment other than the top terrace (if any).
- (e) All stamp duty, registration charges and other incidental charges payable in respect of the execution and registration of the Agreement for Sale shall be borne and paid solely by you.
5. (a) if you fail to execute and register Agreement for Sale within period of 30(thirty) days from the date of booking application as and when called upon by us then you shall be in breach of this LOI and we shall be entitled to terminate this LOI and earmarking of the said Apartment without any notice to you.
- (b) On termination of this LOI, we shall refund to you the Booking Amount after deducting (i) pre-estimated liquidated damages (which you and we consider to be reasonable, and not as a penalty) of Rs. 10,000/- from the said Booking Amount.
- (c)Notwithstanding anything to the contrary herein, the aforesaid refund by us shall be made only after expiry of 30 (thirty) days from the date on which such refund becomes due to you. The refund shall be made by issuance of cheque in your name (in the name of the first named person) or by directly crediting your bank account.
6. You have been aware of the fact that the Project, "PARK ASTRA PHASE I" is being developed and is registered as a "*real estate project*" under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the applicable rules, amendments, enactments, modification including orders, regulations, circulars and notifications issued by the Government Authority from time to time (RERA). This project PARK ASTRA PHASE I in which the said Apartment is a part thereof, has been registered with the Real Estate Regulatory Authority at MUMBAI bearing No. P521000\_\_\_\_\_ as per RERA.

7. (a) This writing is merely an acknowledgement of an earmarking of the said Apartment on the terms hereof, and is not, and shall never be deemed to be, and does not purport to be, an agreement for sale of the said Apartment us, to you.  
 (b) This writing does not create, vest, or transfer, to you any right or interest whatsoever in the said Apartment and / or Project.  
 (c) This LOI shall cease to operate and be of no effect either upon its termination, or upon the execution and registration of the Agreement for Sale.  
 (d) This LOI and earmarking of the said Apartment are non-transferable and non-assignable by you under any circumstances thereof.
8. All notices and other communications to be given under this LOI shall be in writing and delivered (i) by hand against receipt, or, (ii) by Registered Post A.D., or (iii) Email, addressed to you at the address mentioned hereunder. Change in your address/ email, if any, to be communicated by you in writing to us. If the change of your address is not communicated to us, the service of all notices and communication made by us to your address mentioned hereunder, shall be constructed as a good service on you even if the same is received by us with remark "Premises closed", and you shall not raise any issue / dispute thereupon

To : \_\_\_\_\_ Address : \_\_\_\_\_ Email: \_\_\_\_\_

9. By countersigning this LOI you bind yourself to all the terms and provisions hereof, and also agree, acknowledge, accept and confirm that you have accepted all facts, disclosures, terms and conditions set out herein, and undertake not to raise any objection in respect thereof under any circumstances whatsoever. Failure of adherence to the terms of this LOI shall be a breach committed by you hereunder.

Yours faithfully,

**For Pride Purple Infrastructure  
and confirm**

**I/We hereby agree**

**Authorized Signatory**

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

**Annexure "A"  
(Payment Schedule)**

Sr. no.	Percentage	Amount in Rs.	Particulars
1		1,00,000/-	At the time of Booking/Application
2	10%		Before Execution of Agreement (less Rs. 1,00,000/-)

3	20%		Upon Execution of Agreement
2	15%		On Completion of Plinth
3	5%		On Completion of 1st Slab
4	4%		On Completion of 4 <sup>th</sup> Slab
5	4%		On Completion of 8 <sup>th</sup> Slab
6	4%		On Completion of 11 <sup>th</sup> Slab
7	4%		On Completion of 14 <sup>th</sup> Slab
8	4%		On Completion of 17 <sup>th</sup> Slab
9	5%		On completion of RCC of the staircases, lift wells, lobbies upto the floor level of the said Apartment.
10	5%		On completion of the walls, internal plaster, of the said Apartment.
11	5%		On completion of the external plaster, elevation, terraces with waterproofing, of the building
12	5%		On completion of the flooring
13	5%		On completion of doors and windows, Sanitary fittings, external plumbing, lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas
14	5%		Possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate
<b>Total</b>	<b>100%</b>		

**Annexure “B”**

**(Booking Amounts Details)**

Other than the above mentioned lumpsum total consideration, I/We shall also bear and pay the other charges as mentioned below. Accordingly I/We have paid an application amount of **Rs.** \_\_\_\_\_/- (In Words **Rupees** \_\_\_\_\_ **Only**) Dated \_\_\_\_\_, through Cheque No.\_\_\_\_\_, **Bank Name-** \_\_\_\_\_, Branch \_\_\_\_\_ **in favor of** \_\_\_\_\_

OTHER CHARGES PAYABLE BY ALLOTTEE	
Stamp Duty	
Registration Charges	
GST on Lumpsum Total Consideration	

Maintenance deposit	
MNGL Security Deposit (GST if applicable) or at actual	
<b>Total</b>	

**AGREEMENT OF SALE**

THIS AGREEMENT OF SALE is made and executed at Pune on this \_\_\_\_th day of \_\_\_\_\_, 202\_\_.

**BETWEEN:**

**PRIDE PURPLE INFRASTRUCTURE**

A registered partnership firm incorporated under The Indian Partnership Act 1932, having office at – 505, Pride House, 108/7 Ganeshkhind Road, Shivaji nagar, Pune 411 016. Through its Partner -

**SHRI SHRAVAN DEVKINANDAN AGARWAL**

age about 48 years , Occupation : Business  
address at – 505 Pride House, 108/7 Ganesh khind Road, Shivaji nagar, Pune 411 016  
**through his POA holder**

**1) Mr. Navin Agarwal**

Age 45 years, Occupation Service,

**2) Mr. Suryakant Dhanwade**

Age 44 years, Occupation Service,

Hereinafter referred to as **THE PROMOTER / OWNER**  
[which expression shall, unless it be repugnant to the context or meaning thereof mean and include the said firm, its present and future partners, successors-in-title, representative, executors, administrators and assigns of the FIRST PART

**AND:**

1)    **MR./MRS** \_\_\_\_\_  
**Age:** - \_\_\_\_\_ **years, Occupation:** \_\_\_\_\_  
**Pan.** \_\_\_\_\_  
**Residing at:** - \_\_\_\_\_  
\_\_\_\_\_

2)    **MR./MRS** \_\_\_\_\_  
**Age:** - \_\_\_\_\_ **years, Occupation:** \_\_\_\_\_  
**Pan.** \_\_\_\_\_  
**Residing at:** - \_\_\_\_\_  
\_\_\_\_\_

Hereinafter referred to as **THE PURCHASER**

[which expression unless repugnant to the context or meaning thereof shall mean and include his/her heirs, executors, administrators and assigns] of the SECOND PART

**AND:**

**PRIDE PURPLE PROPERTIES**

A registered partnership firm incorporated under  
The Indian Partnership Act 1932, having office  
at – 505, Pride House, 108/7 Ganeshkhind Road, Shivaji nagar, Pune 411 016.  
Through its Partner -

**SHRI SHRAVAN DEVKINANDAN AGARWAL**

age about 48 years , Occupation : Business  
address at – 505 Pride House, 108/7 Ganesh khind Road,  
Shivaji nagar, Pune 411 016

**through his POA holder**

**1) Mr. Navin Agarwal**

Age 45 years, Occupation Service,

**2) Mr. Suryakant Dhanwade**

Age 44 years, Occupation Service,

Hereinafter referred to as **THE CONFIRMING PARTY**

[which expression shall, unless it be repugnant to the context or meaning thereof mean and include the said firm, its present and future partners, successors-in-title, representative, executors, administrators and assigns of the THIRD PART

**WHEREAS**

A] All that piece and parcel of land situated within the Sub-Registrar, Mulshi, Pune and within the limits of Pune Metropolitan Region Development Authority, Pune, admeasuring an area of **5113.44 Sq. Mtrs.** Carved out of Plot no 6 which is part of the larger sanctioned layout of Survey Nos. 40/1/1, 40/1/2, 40/2, 40/3, 40/4/1, 40/4/2, 40/5, 40/6, 40/7 40/8, 40/9/1, 40/9/2, 40/10, 41/1, 41/2, 41/3/1, 41/3/2, 41/4/1, 41/4/2, 41/5, 41/6/1, 41/6/2, 44/2(P), 51/7/2 & 51/8 situated at Village Mouje Marunji, Talula Mulshi, Dist Pune and more particularly described in Schedule I hereunder written, the aforesaid survey numbers collectively referred to as the **SAID LAYOUT LANDS**. The said Layout Lands are particularly described in the Schedule - I written hereunder.

**B] i. In respect of land bearing Survey No. 40/1/1, 40/1/2, 40/2, 40/3, 40/4/1, 40/4/2, 40/5, 40/6, 40/8, 40/9/1, 40/9/2, 40/10 -**

**a) Survey No. 40/1/1 total area admeasuring 18.5 R -**

The said S. No. 40/1/1 was ancestral property of Nivrutti Ramu Shinde & others.

Nivrutti Ramu Shinde & others have executed sale deed dated 17/12/2005 in respect of said s. no. 40/1/1 including other survey numbers, in favor of Atul Ishwardas Chordia and Surendra Ramchandra Sanas, which is duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 6622/2005.

Thereafter, Atul Ishwardas Chordia and Surendra Ramchandra Sanas through their power of attorney Mr. Sudhir Kulkarni and also has a authorized person of Sterling Premises Pvt. Ltd. have executed agreement dated 17/01/2007 with Sobha Developers Pvt. Ltd. through authorizes signatory Mr. S. Bhaskaran, which is duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 376/2007.

**b) Survey No. 40/1/2 total area admeasuring 18.5 R -  
Survey No. 40/4/2 total area admeasuring 96.5 R -  
Survey No. 40/9/2 total area admeasuring 29 R -**

The said S. No. 40/1/1, 40/4/2 and 40/9/2 were ancestral property of Dhondiba Haribhau Shinde & others.

Dhondiba Haribhau Shinde & others have executed sale deed dated 18/02/2006 in respect of said survey numbers including other survey numbers, in favor of Atul Ishwardas Chordia and Surendra Ramchandra Sanas, which is duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 954/2006.

Thereafter, Atul Ishwardas Chordia and Surendra Ramchandra Sanas have transferred the development rights in respect of the S. No. 40/12, 40/4/2 and 40/9/2 including other survey numbers in favour of Sobha Developers by executing development agreement dated 17/01/2007, which is duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 378/2007.

**c) Survey No. 40/2 total area admeasuring 1 H 34 R -**

That as per the partition effected by Tahsildar, Mulshi, vide its Order No. HANA/vatap/SR/33/2000 dated 03/08/2000 the said S. no. 40/2 has allotted to Ashok Mahadu Murkute.

Ashok Mahadu Murkute & others have executed sale deed dated 01/02/2006 in respect of said s. no. 40/2 in favor of Atul Ishwardas Chordia and Surendra Ramchandra Sanas, which is duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 6858/2005.

Thereafter, Atul Ishwardas Chordia and Surendra Ramchandra Sanas have transferred the development rights in respect of the S. No. 40/2 including other survey numbers in favour of Sobha Developers by executing development agreement dated 17/01/2007, which is duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 378/2007.

**d) Survey No. 40/3 total area admeasuring 1 H 58 R -  
Survey No. 40/9/1 total area admeasuring 30 R -  
Survey No. 40/10 total area admeasuring 68 R -**

The said S. No. 40/3, 40/9/1 and 40/10 were ancestral properties of Vijay Narayan Shinde & others. Vijay Narayan Shinde & others have executed sale deed dated 02/09/2007 in respect of said s. no. 40/3, 40/9/1 & 40/10 including other survey numbers, in favor of Mahendra Ramchandra Sanas, which is duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 6821/2007.

**e) Survey No. 40/4/1 total area admeasuring 96.5 R -**

The said S. No. 40/4/1 was ancestral property of Ravindra Namdev Shinde & others. Ravindra Namdev Shinde & others have executed sale deed dated 19/04/2008 in respect of said s. no. 40/4/1 including other survey numbers, in favor of Atul Ishwardas Chordia and Surendra Ramchandra Sanas.

**f) Survey No. 40/5 total area admeasuring 43 R -**

That, as per the partition effected by Tahsildar, Mulshi, vide its Order No. vatap/21/1981 dated 25/03/1981 and thereby the said S. no. 40/5 has

been allotted to Shahaji Haribhau Buchade. Accordingly, Babasaheb Shahaji Buchade & others have executed sale deed dated 05/05/2006 in respect of said s. no. 40/5 in favor of Atul Ishwardas Chordia, which is duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 2775/2006.

**g) Survey No. 40/6 total area admeasuring 37 R -**

That, Ananda Laxman Shinde has purchased the said S. no. 40/6 from Dnyanoba Khandu Buchade & others by sale deed dated 05/10/2005, which is duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 5108/2005.

Thereafter, Ananda Laxman Shinde & others have executed sale deed dated 21/09/2007 in respect of said s. no. 40/6 in favor of Mahendra Ramchandra Sanas, which is duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 6824/2007.

**h) S. No. 40/7, total area admeasuring about 23 R -**

That, Mahadu Shankar Murkute has purchased the said S. no. 40/7 from Tukaram Genu Shinde by sale deed dated 19/06/1959.

Accordingly, Suresh/Suryakant Mahadu Murkute & others have sold and conveyed the said S. No. 40/7 in favor of Atul Ishwardas Chordia and Surendra Ramchandra Sanas by sale deed dated 31/01/2006, which is duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 6861/2005.

**i) Survey No. 40/8 total area admeasuring 19 R -**

The said S. No. 40/8 was ancestral property of Hanumanat Mahadu Murkute. Hanumant Mahadu Murkute & others have agreed to sale the said S. No. 40/8 in favor of Surendra Ramchandra Sanas by executing agreement to sale dated 23/11/2005, which is duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 6869/2005.

**ii. In respect of land bearing Survey No. 41/1, 41/2, 41/3/1, 41/3/2, 41/4/1, 41/4/2, 41/5, 41/6/1, 41/6/2 -**

**a) Survey No. 41/1 total area admeasuring 97.3 R -**

That, as per the partition effected by Tahsildar, Mulshi, vide its Order No. vatap/21/1981 dated 25/03/1981 and thereby the said S. no. 41/1 has been allotted to Shahaji Haribhau Buchade.

Accordingly, Babasaheb Shahaji Buchade & others have executed sale deed dated 28/07/2005 in respect of said s. no. 41/1 in favor of Atul Ishwardas Chordia and Surendra Ramchandra Sanas, which is duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 4024/2005.

**b) Survey No. 41/2 total area admeasuring 2 H 16.2 R -**

**Survey No. 41/3/2 total area admeasuring 1 H 20 R -**

**Survey No. 41/4/2 total area admeasuring 1 H 12 R -**

The said S. No. 41/2, 41/3/2 and 41/4/2 were ancestral property of Vijay Narayan Shinde & others.

Vijay Narayan Shinde & others have executed sale deed dated 13/03/2006 in respect of said survey numbers including other survey numbers, in favor of Atul Ishwardas Chordia and Surendra Ramchandra Sanas, which is duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 1488/2006.

**c) Survey No. 41/3/1 total area admeasuring 1 H 20 R -**

The said S. No. 41/3/1 was ancestral property of Dhondiba Haribhau Shinde & others.



Dhondiba Haribhau Shinde & others have executed sale deed dated 09/06/2006 in respect of said survey no. 41/3/1, in favor of Surendra Ramchandra Sanas, which is duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 2829/2006.

**d) Survey No. 41/4/1 total area admeasuring 1 H 13 R -**

The said S. No. 41/4/1 was ancestral property of Ravindra Namdev Shinde & others.

Ravindra Namdev Shinde & others have executed sale deed dated 19/04/2008 in respect of said s. no. 41/4/1 including other survey numbers, in favor of Atul Ishwardas Chordia and Surendra Ramchandra Sanas.

**e) Survey No. 41/5 total area admeasuring 1 H 83 R -**

That as per the partition effected by Tahsildar, Mulshi, vide its Order No. HANA/vatap/SR/33/2000 dated 03/08/2000 the said S. no. 41/5 has allotted to Tanaji Sadashiv Murkute & others.

Tanaji Sadashiv Murkute & others have executed sale deed dated 01/02/2006 in respect of said s. no. 41/5 in favor of Atul Ishwardas Chordia and Surendra Ramchandra Sanas, which is duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 6938/2005.

**f) Survey No. 41/6/1 total area admeasuring 50 R -**

The said S. No. 41/6/1 was ancestral property of Nivrutti Ramu Shinde & others.

Nivrutti Ramu Shinde & others have executed sale deed dated 17/12/2005 in respect of said s. no. 41/6/1 including other survey numbers, in favor of Atul Ishwardas Chordia and Surendra Ramchandra Sanas, which is duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 6622/2005.

**g) Survey No. 41/6/2 total area admeasuring 50.5 R -**

That the said S. No. 41/6/2 was owned by Dhondu Hari Shinde. Tukaram Balu Patkar has purchased the said S. no. 41/6/2 area admeasuring 40 R and 10.5 R from Dhondu Hari Shinde by way of two sale deeds dated 29/01/97 and 05/05/1998, which are duly registered in the office of sub registrar Mulshi, at Sr. No. 5242/197 and 1878/1998 respectively.

Tukaram Balu Patkar has sold and conveyed the land of said s. no. 41/6/2, in favor of Atul Ishwardas Chordia and Surendra Ramchandra Sanas, by executing sale deed dated 03/12/2005, which is duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 4140/2005.

Thereafter, said Shobha Developers being power of attorney holder of Mr. Surendra Sanas, have agreed to sale the said land bearing S No 40 & 41 all hissas as mentioned herein above in favor of Pride Purple Infrastructure by executing agreement to sale and power of attorney dated 08/09/2010, which are duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 5159/2010 and 5225/2010 respectively on 24/09/2010.

**That** in pursuance of the aforesaid deeds and documents, which are mentioned in clause no. B] i) a) to i) and no. ii) a) to g) herein above, the Sterling Premises Pvt. Ltd., SRS Developers through partners Surendra Ramchandra Sanas, Classic City Infopark Pvt. Ltd., Ujwala Sanjay Motwani, Surendra Ramchandra Sanas, Atul Ishwardas Chordia, Mahendra Ramchandra Sanas, Talsa Hanumant Murkute, Aakash Hanumant Murkute, Akshay Hanumant Murkute through Gardian father Hanumant Mahadu Murkute (for himself and as karta of joint family) all through their power of attorney holder Sobha Developers Ltd. through Surjit Chanda through their power of attorney Arvind Premchand Jain

through their power of attorney holder Mr. Rajesh Jain, with the consent of Sobha Ltd. through power of attorney holder Mr. Shravan Devkinandan Agarwal have sold and conveyed the aforesaid property mentioned in clause no. B] i) a) to i) and no. ii) a) to g), in favor of Pride Purple Infrastructure through partner Mr. Shravan Devkinandan Agarwal and Mr. Arvind Premchand Jain, by sale deed dated 28/01/2015, which is duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 808/2015. Accordingly, the name of Pride Purple Infrastructure i.e. the said Promoter/Owner is duly recorded on the record of rights of the 7/12 extracts of the aforesaid survey numbers mentioned in clause no. B] i) a) to i) and no. ii) a) to g), as owner thereof, vide mutation entry no. 5953.

**iii. In respect of land bearing Survey No. 44/2(P) -**

- a) The land bearing survey no. 44/2 was allotted to Pandurang Balaso Buchade by way of Partition and the effect in this regard has been given vide mutation entry no. 1096.
- b) Pandurang Balaso Buchade and others have executed agreement to sale dated 18/06/2007 in respect of land area admeasuring 80 Are out of survey no. 44/2 in favor of Mr. Surendra Ramchandra Sanas, which is duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 4190/2007.
- c) In pursuance of the aforesaid agreement, Pandurang Balaso Buchade and others have also executed Power of attorney dated 18/06/2007 in favor of Mr. Sudhir Mukund Kulkarni and thereby authorized him to do various act, deeds and things in respect of land area admeasuring 80 Are out of survey no. 44/2. The said power of attorney is duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 4191/2007.
- d) Pandurang Balaso Buchade and others have executed deed of conveyance and power of attorney dated 17/06/2008 in respect of land area admeasuring 80 Are out of survey no. 44/2 in favor of Mr. Surendra Ramchandra Sanas, which are duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 4720/2008 and 4721/2008 respectively. Accordingly, the name the Mr. Surendra Ramchandra Sanas has recorded on the record of rights of the 7/12 extract of said S. no. 44/2 as owner thereof, vide mutation entry no. 4112.
- e) Mr. Surendra Ramchandra Sanas has entrusted the development rights in respect of land area admeasuring 80 Are out of survey no. 44/2 in favor of Sobha Developers by executing development agreement and power of attorney dated 14/11/2008, which are duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 8322/2008 and 8323/2008 respectively on the same date.
- f) Thereafter, said Shobha Developers being power of attorney holder of Mr. Surendra Sanas, have agreed to sale the said land area admeasuring 80 Are out of survey no. 44/2 in favor of Pride Purple Properties by executing agreement to sale and power of attorney dated 08/09/2010, which are duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 5157/2010 and 5158/2010 respectively on 24/09/2010.

**iv. In respect of land bearing Survey No. 51/7/2 & 51/8 -**

- a) The land bearing survey no. 51/7/2 total area admeasuring 1 H 41.5 R and survey no. 51/8 total area admeasuring 1 H 84 R were owned by Balu Dhondiba Bhanuse.
- b) Ashok Balu Bhanuse and others have executed deed of conveyance and power of attorney dated 31/08/2007 in respect of land bearing survey no. 51/7/2 total area admeasuring 1 H 41.5 R and survey no. 51/8 total area admeasuring 1 H 84 R, in favor of Mr. Surendra Ramchandra Sanas through his attorney holder Mr. Sudhir Makrand Kulkarni, which are duly registered in

the office of sub registrar, Mulshi, Pune at Sr. No. 6025/2007 and 6026/2007 respectively. Accordingly, the name the Mr. Surendra Ramchandra Sanas has recorded on the record of rights of the 7/12 extracts of said S. no. 51/7/2 & 51/8 as owner thereof, vide mutation entry no. 4002.

c) Mr. Surendra Ramchandra Sanas has entrusted the development rights in respect of land bearing survey no. 51/7/2 total area admeasuring 1 H 41.5 R and survey no. 51/8 total area admeasuring 1 H 84 R, in favor of Sobha Developers by executing development agreement and power of attorney dated 03/09/2007, which are duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 6114/2007 and 6115/2007 respectively on the same date.

d) Thereafter, said Shobha Developers being power of attorney holder of Mr. Surendra Sanas, have agreed to sale the said land bearing survey no. 51/7/2 total area admeasuring 1 H 41.5 R and survey no. 51/8 total area admeasuring 1 H 84 R, in favor of Pride Purple Properties by executing agreement to sale and power of attorney dated 08/09/2010, which are duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 5157/2010 and 5158/2010 respectively on 24/09/2010.

e) After that, Sterling Premises Pvt. Ltd, SRS Developers through its partners Mr. Surendra Sanas, Atul Ishwardas Chordiya and Mahendra Ramchandra Sanas have executed deed of rectification cum confirmation dated 02/08/2016 in favor of Sobha Ltd. (earlier known as Sobha Developers) and thereby confirms and rectifies all the development agreements and power of attorneys, which previously executed in favor of Sobha Developers. The said deed of rectification cum confirmation is duly registered in the office of Sub registrar, Mulshi, Pune at Sr. No. 3163/2016.

f) In pursuance of the agreement to sale dated 08/09/2010, the Sobha Ltd. through its power of attorney holder Mr. Surendra Sanas has executed deed of conveyance and power of attorney dated 20/09/2016 in favor of Pride Purple Properties, which are duly registered in the office of sub registrar, Mulshi, Pune at Sr. No. 3816/2016 and 3817/2016 respectively, and since then Pride Purple Properties the Consenting Party herein is owner of the land bearing S No 44/2, 51/7/2 & 51/8.

C.] Thereafter the Promoter/Owner herein and Consenting Party together has amalgamated their respective lands and further subdivided into 7 plots and out of which Plot no 5 is the subject matter of present scheme and the same is owned by the Promoter/Owner herein. Thus, the **Pride Purple Infrastructure** i.e. the said Promoter/Owner is sole and absolute owner of the Plot no 6 carved out of the larger layout.

D.] The Promoter is absolutely entitled to implement ownership flats scheme upon the said Layout Lands. The Promoter intends to develop the said Layout Lands, by constructing multistoried, high rise building by utilizing permissible available FSI and buildable potential etc., as may be permitted.

1. Being the Promoter of the said Layout Lands, in accordance with the Development Control Rules applicable, initially the Promoter has prepared a plan. The Collector of Pune, vide his NA order No. Mulshi/NA/SR/75/2018, dated 23/08/2018, approved and sanctioned the building/s layout and building/s plans proposed to be constructed on the said Layout Lands and so also granted non-agricultural permission in respect of the said Layout Lands, accordingly the Pune Metropolitan Regional Development Authority (PMRDA) vide Commencement Certificate No. No. BMU/Mouje Marunji/S. No. 40 (P) & others/Prs. Kra \_\_\_\_\_ dated \_\_\_\_\_ approved the sanction

plan. Therefore all the sanction hereinafter collectively referred to as the **Said Layout Plans**,

2. The promoter/owner has prepared total 7 plots in the said layout plans, out of that the promoter has decided to intends ownership scheme upon the Portion of Plot No. 6 which total area admeasuring about 5113.4 Sq. mtrs., hereinafter referred as the 'Said Plot No. 6', which is more particularly described in the Schedule II hereunder written,
3. On the basis of the Layout plan of the Said Plot No. 6, the Promoter is entitled to develop to develop and construct thereon buildings comprising of residential / commercial flat/shop/unit upon the portion of the said plot No. 6 i.e. area admeasuring about 5113.4 Sq. Mts. along with comprising of Open Space, under name and Style **PARK ASTRA** and started construction of 6 Buildings i.e Buildings E & F having parking plus 17 floors, Buildings G & H having parking plus 17 floors, Buildings I & J having parking plus 17 floors. The said Buildings E to J are collectively referred as the "**Said Project**", which is more particularly described in the Schedule III hereunder written, the layout plan of said Plot No. 6, building plan & Floor plan are attached herewith as **Annexure C1, C2 & C3** respectively. The said project shall be deemed to be **REAL ESTATE PROJECT** as contemplated under the said Act. The Promoter has registered the Real Estate Project under the provisions of the Real Estate Regulation Act, 2016 with the Real Estate Regulatory Authority at Pune (Maharashtra) no. P521000\_\_\_\_\_, the copy of said registration certificate is attached herewith as **Annexure F**.
4. The Promoter has sole and exclusive right to sell the Apartments in the Building/s and enter into an agreement/s with the Allottee thereof and to receive the consideration in respect thereof. As per the Development Control Rules applicable to the said Project, the Promoter has to pay / paid premium etc. for obtaining additional sanction/s pertaining to adjacent terraces, top terraces, balconies, its enclosures, staircases and passages etc., in view thereof, the Promoter has sole and exclusive right to sell or grant exclusive right to use such constructed area. The Promoter also has sole and exclusive right to lease, mortgage, etc. the apartments, by entering into agreements and to receive the consideration in respect thereof.

E.] the Promoter now has commenced the said project consisting of 8 residential towers i.e. Building No. E To J; each comprising of number of separate residential flats named as "**PARK ASTRA**" by using, utilizing and consuming the Floor Area Ratio/ Floor Space Index ("**FAR/FSI**") originating from the physical area admeasuring 5113.4 sq. mtr out of the said Layout lands,

F.] the Purchaser desired to purchase from the Promoter, a residential flat in building No. \_\_\_\_ being constructed in the project '**PARK ASTRA**', together with the exclusive facilities (specifically agreed to, if any), and common facilities, more particularly described and mentioned in **SCHEDULE-V** and delineated in the floor plans annexed hereto (hereinafter referred to as the said "**FLAT**"), for and at the price hereinafter agreed,

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; and the Promoter has appointed a structural engineer for the preparation of the structural design and drawings of the

said project/buildings, and the Promoter accepts the professional supervision of the Architect and structural engineer till the completion of the said project.

AND WHEREAS the Promoter has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The Promoter herein alone has sole and exclusive right to sell the Flat/Apartments/unit in the said project to be constructed by the Promoter and is fully competent to enter into agreement/s with the Allottee/Purchaser, of the Flat/Apartments/units and to receive the sale price in respect thereof.

AND WHEREAS the Allottee is offered an Flat/Apartments/units bearing number \_\_\_\_\_ on the \_\_\_\_\_ floor, ( herein after referred to as the said "Apartment") in the Building called \_\_\_\_\_ (herein after referred to as the said "Building") being constructed in the said project, by the Promoter.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; and the Promoter has appointed a structural engineer for the preparation of the structural design and drawings of the said project/buildings, and the Promoter accepts the professional supervision of the Architect and structural engineer till the completion of the said project.

AND WHEREAS the Allottee/Purchaser herein has demanded from the Promoter and the Promoter has given inspection to the Allottee/Purchaser of all the documents of title relating to the said project described in the Schedule II hereunder written and also the plans, designs and specifications of the said building prepared by the Architect 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 rules and regulations made thereunder. After the Allottee/s enquiry, the Promoter herein has requested to the Allottee/s to carry out independent search by appointing his/her/their own attorney/advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allottee/s has/have satisfied himself/herself/themselves in respect of marketable title.

AND WHEREAS by virtue of the said layout plans, the Promoter/Owner has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter in the said project and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and 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 Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority along with Commencement certificate have been annexed hereto and marked as **Annexure C-4**.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open

spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-1**,

AND WHEREAS the copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as disclosed by the developer in his registration before the RERA authority and further disclosures on the website as mandated by the developer have been annexed hereto and marked as Annexure C5.

AND WHEREAS the clear block plan showing the project (phase/wing) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allottee is in this said project (phase/wing) which is clearly demarcated and marked and which is for the purposes of this agreement the project in which the unit stated that the allottee intends to purchase and the allottee shall have the right to claim the same for is marked as Annexure C3.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/Purchaser, as sanctioned and approved by the local authority have been annexed and marked as Annexure D

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

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

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

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

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said sanction plans.

AND WHEREAS the Allottee has applied for apartment in the said project vide Booking application no. \_\_\_\_\_ dated \_\_\_\_\_ for apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square meters, type \_\_\_\_\_ and exclusive terrace \_\_\_\_\_ sq.mtrs and balconies \_\_\_\_\_ sq.mtrs, in (tower/block/building) no \_\_\_\_\_ ("Building") being constructed in the said project along with covered parking, which are more particularly described in

Schedule IV and the floor plan of the Flat/Apartments/units is annexed hereto and marked as Annexure C3):

AND WHEREAS "carpet area" as per RERA 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 Flat/Apartments/unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat/Apartments/unit for exclusive use of the Allottee/Purchaser, but includes the area covered by the internal partition walls of the Flat/Apartments/unit.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS the Allottee/Purchaser has independently made himself aware about the specifications provided by the promoter in the said project and he/she/they is/are aware of the limitations, usage policies, warranties & Guarantees and maintenance of the installed items, fixtures and fittings of the same and have been annexed and marked as Annexure E.

AND WHEREAS the Allottee/Purchaser has been shown the conditions of contracts with the vendors/contractors/manufacturers And workmanship and quality standards of products/fittings and fixtures as agreed between promoter and the vendors and on independently verifying the same the Allottee/Purchaser has now agreed to the same as conditions mentioned in these contracts and that the Allottee/Purchaser agrees to abide by the same failure of which shall absolve the promoter to that extent.

AND WHEREAS, prior to the execution of these presents the Allottee/Purchaser has paid to the Promoter a sum of Rs. \_\_\_\_\_/- (Rupees . \_\_\_\_\_ only), being part payment of the sale consideration of the Flat/Apartments/unit agreed to be sold by the Promoter to the Allottee/Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS the Promoter in compliance of section 13(1) of the Real Estate(Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Flat/Unit/Apartment in favour of the Allottee/Purchaser, being in fact these presents and also to register said Agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

Notwithstanding anything stated in any other document/allotment/letter given or communicated with the Allottee/Purchaser any time prior, this agreement shall be considered as the only document and its conditions shall be read as the only conditions valid and basis for which the said unit is agreed to be sold to the Allottee/Purchaser.

AND WHEREAS this agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

AND WHEREAS this agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allotted in respect of his unit in the said project.

AND WHEREAS the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS that the Allottee/Purchaser has not given any third party any rights to enforce this said agreement unless the said unit is transferred to them.

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

1. The Promoter shall construct the said building/s consisting of basement + stilt + 17 upper floors for building E to j, on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

**2. CONSIDERATION/PRICE OF THE SAID FLAT/APARTMENT/UNIT**

2.a (i) The Allottee/Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/Purchaser Flat/Apartment/Unit \_\_\_\_\_ having carpet area of \_\_\_\_\_square meters, type \_\_\_\_\_ and exclusive terrace area \_\_\_\_\_ sq.mtrs and balcony area admeasuring \_\_\_\_\_square meters, on \_\_\_\_\_floor, in the building \_\_\_\_\_ (hereinafter referred to as "the Flat/Apartment/Unit") as shown in the Floor plan thereof hereto annexed and marked Annexures C-3 for the total consideration of Rs. \_\_\_\_\_/- including the legal charges and the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. The area under the balconies mentioned herein above shall include all the types of balconies such as enclosed balcony, dry balcony, attached balcony, etc. of the said flat/apartment. The area under the terraces mentioned herein above shall include all the types of terraces such as attached terrace, dry terrace, etc. of the said flat/apartment other than the top terrace (if any).

(ii) The Allottee/Purchaser has requested to the Promoter and the Promoter hereby agreed based on the request of the Allottee/Purchaser to allot \_\_\_\_\_ parking situated at Basement OR Ground floor being constructed in the layout. The Allottee/Purchaser applied to the Developer / Promoter to preferably keep for the Allottee/Purchaser \_\_\_\_\_ Car Park. The Developer / Promoter is also authorized by the Allottee/Purchaser, to make similar arrangement with the other Flat / Unit holders / residents / occupiers also. Further, the Developer / Promoter have expressly and clearly made the fact known to the Allottee/Purchaser herein, that the ultimate organization of the flat purchasers / Association of Apartment Owners shall be entitled and authorized to change / alter / revise the arrangement for the open parking spaces and the decision taken by such ultimate organization shall be binding upon the Allottee/Purchaser. The Allottee/Purchaser hereby agrees for this



arrangement and do hereby agree to indemnify and to kept indemnified the Owner / Developer from any compensation / suits / legal consequences in future arising out of the same.

2(b) The Allottee/Purchaser hereby agrees to pay to that Promoter the total consideration amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** in the manner as mentioned in the **Annexure “G”**.

The Promoter herein on due date/or on reaching to construction milestone/stage as mentioned herein, shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee/Purchaser and the Allottee/Purchaser shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Allottee/Purchaser herein specifically agrees that he/she/they shall pay the aforesaid amount along with the service tax, VAT, GST and such other taxes, cesses, charges etc. without any delay along with each installment.

2(c) The Stamp Duty, Registration Fees and Charges paid on registering this Agreement and also GST or any other taxes paid till date on the installments shall not be taken into account while calculating the amounts paid by the Purchaser to the Promoter. The Purchaser/s shall only have a money claim simplicitor on the Promoter for refund of all such amounts due to the Purchaser/s from the Promoter.

“The purchasers understands and confirms that there is levy of Goods and Services Tax Act, 2017 on the agreement and the tax shall be charged and recovered at the applicable rates from him by the promoter/developer. Vide the notification dated 29/03/2019 the earlier rate has been amended and for the construction services fallen under Service Heading 9954 new rates have been prescribed which shall be effective from 01/04/2019. The purchaser has understood and confirmed the same. The purchasers also confirms that he shall be liable for all indirect tax levies including but not restricted to Goods and Services Tax Act, 2017 that shall arise on account or incidental to such agreement. The Purchaser shall be liable to make the payment to the Developer before or after taking the possession of the said Unit as and when such taxes, duties etc. become due. If any of such taxes, duties, etc. shall have already been paid by the Promoter, the Purchaser/s shall be liable to reimburse the same together with interest accrued thereon to the Promoter and the Purchaser/s 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 Purchaser/s of any such taxes, duties etc”

2(d) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the PMRDA /Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/Purchaser, which shall only be applicable on subsequent payments. The promoter may charge the Allottee/Purchaser separately for any up gradation/changes specifically requested approved by the Allottee/Purchaser in fittings, fixtures and specifications and any other facilities which have been done on the Allottee/Purchasers request or approval

but which have not been agreed upon herein or as shown in the website of the registered authority.

2(e) Payment of any installments if made in advance shall be adjusted to the next installments as mentioned above. No interest shall be paid by the Promoter for such advance payments made by the Allottee/Purchaser or by housing finance companies/bank etc on behalf of Allottee/Purchaser.

### **3. MODE OF PAYMENT**

Subject to the terms of this agreement and the promoter abiding by the construction milestones, the Allottee/Purchaser shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan/Schedule through A/c Payee Cheque/demand draft or online payment (as applicable) in favour of Pride Purple Infrastructure payable at Pune, A/c No. 9312180176

### **4. MEASUREMENT OF THE CARPET AREA OF THE SAID FLAT/APARTMENT/UNIT**

The Promoter shall confirm the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Promoter shall demand additional amount from the Allottee/Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2(a) of this Agreement.

### **5. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee/Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/Purchaser undertakes not to object the Promoter to adjust his payments in any manner.

### **6. INTEREST ON UNPAID DUE AMOUNT**

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/Purchaser/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum with monthly rests, on all the amounts which become due and payable by the Allottee/Purchaser/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be constructed as condonation of delay by the Promoter. The amount of interest may be informed to the Allottee/Purchaser/s from time to time or on completion of the said project/Flat/Apartment/Unit, and the Allottee/Purchaser/s has/have agreed to pay the

same as and when demanded before the possession of the said Flat/Apartment/Unit.

The Allottee agrees to pay to the Promoter, interest as specified in the Rules of Real Estate Regulation Act, 2016 on the installment due and interest at the rate of 21% per annum on amount of Goods and services Act, 2017, applicable thereon, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

#### **7. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY**

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 PMRDA /state and/or central government including environment department at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat/Apartment/Unit to the Allottee/Purchaser, obtain from the PMRDA occupancy and/or completion certificates in respect of the Flat/Apartment/Unit.

The Promoter shall before handing over possession of the said Flat/Apartment/Unit to the Allottee/Purchaser/s herein, obtain from the concerned planning/PMRDA/development controlling authority occupation and/or completion certificate in respect of the said Flat/Apartment/Unit. Notwithstanding anything to the contrary contained herein, the Allottee/Purchaser shall not be entitled to claim possession of the said Flat/Apartment/Unit until the completion certificate is received from the PMRDA and the Allottee/Purchaser has paid all dues payable under this agreement in respect of the said Flat/Apartment/Unit to the Promoter and has paid the necessary maintenance amount/deposit, service tax, vat and other taxes payable under this agreement of the said Flat/Apartment/Unit to the Promoter.

Howsoever for the purpose of defect liability on towards the developer, the date shall be calculated from the date of handing over possession to the Allottee/Purchaser for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said unit/building/phase/wing as stated in the said agreement. That further it has been agreed by the Allottee/Purchaser that any damage or change done with the unit sold or in the building/phase/wing done by him/them or by any third person on and behalf of the Allottee/Purchaser then the Allottee/Purchaser expressly absolves the developer from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and toward the developer.

Time is essence for the Promoter as well as the Allottee/Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the [Flat/Apartment/Unit/Plot] to the Allottee/Purchaser and the common areas to the association of the Allottee/Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement as provided in clause 2 (b) herein above. ("Payment Plan").

If the Promoter fails to abide by the time schedule for completing the project and handing over the [Flat/Apartment/Unit/Plot] to the Allottee/Purchaser, the Promoter agrees to pay to the Allottee/Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/Purchaser, for every month of delay, till the handing over of the possession. The Allottee/Purchaser agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/Purchaser(s) to the Promoter.

#### **8. DISCLOSER AS TO FLOOR SPACE INDEX**

The Promoter hereby declares that the Floor Space Index available as on date in respect of the said project land is 40440.43 square meters only and Promoter has planned to utilize basic Floor Space Index and also by availing of TDR, FSI available on payment of premiums and 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 50550.54 square meters as proposed to be utilized by him in the said Project and Allottee/Purchaser has agreed to purchase the said Flat/Apartment/Unit based on the proposed construction and sale of Flat/Apartment/Units 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.

#### **9. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE.**

The Promoter has made full and true disclosure of the title of the said layout lands as well as encumbrances, if any, known to the Promoter in the title report of the advocate. The Promoter has also disclosed to the Allottee/Purchaser/s nature of its right, title and interest or right to construct building/s, and also given inspection of all documents to the Allottee/Purchaser/s, as required by the law. The Allottee/Purchaser/s having acquainted himself/herself /themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.

#### **10. SPECIFICATIONS AND AMENITIES:-**

The specifications of the Flat/Apartment/Unit to be provided by the Promoter in the said project and the said Flat/Apartment/Unit are those that are set out in Annexure D hereto. Common amenities for the entire project are stated in the Annexure E annexed hereto. In the project multi storied high-rise buildings/wings are under construction and considering to maintain the stability of the buildings/wings and internal structure, herein specifically informed by its consultant not to allow any internal change. As per our policy there shall be no customization permitted inside the said Flat/Apartment/Unit. Changes such as civil, electrical, plumbing etc. shall not be allowed.

#### **11. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

11.1 The Allottee/Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made

thereunder or any statutory amendment(s), modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to full fill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

11.2 The Promoter accepts no responsibility in this regard. The Allottee/Purchaser shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/Purchaser to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/Purchaser and such third party shall not have any right in the application/allotment of the said Flat/Apartment/Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/Purchaser only.

## **12 TERMINATION OF AGREEMENT**

12.1 Without prejudice to the right of promoter to charge interest in terms of sub clause 6 above, on the Allottee/Purchaser committing default in payment on due date of any amount due and payable by the Allottee/Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by PMRDA and other outgoings) and on the Allottee/Purchaser committing default of payment of installments and any other dues as per this agreement, the Promoter shall at his own option, may terminate this Agreement:

12.2 Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/Purchaser, by Registered Post AD at the address provided by the Allottee/Purchaser and mail at the e-mail address provided by the Allottee/Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

12.3 Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/Purchaser (subject to adjustment and recovery of any agreed liquidated damages to be calculated @10% of total consideration and any other amount which may be payable to Promoter) further the said refund shall without interest and excluding payment made by the purchaser towards taxes, etc within a period of thirty days of the termination, the installments of sale consideration of the Flat/Apartment/Unit which may till then have been paid by the Allottee/Purchaser to the Promoter and the Promoter herein shall be entitled to deal with the said Flat/Apartment/Unit with any prospective buyer. Delay in issuance of

any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement.

12.4 For whatsoever reason if the Allottee/Purchaser/s herein, without any default or breach on his/her/their part, desire to terminate this agreement/transaction in respect of the said Flat/Apartment/Unit then, the Allottee/Purchaser/s:

12.5 Herein shall issue a prior written notice to the Promoter as to the intention of the Allottee/Purchaser/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said Flat/Apartment/Unit with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 days notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Purchaser/s shall be entitled to receive the refund of consideration without any interest on the paid amount and subject to deduction of liquidated damages to be calculated @10% of total consideration, and subject to all other terms of this agreement.

12.6 It is specifically agreed between the parties hereto that, if the transaction in respect of the said Flat/Apartment/Unit between the Promoter and Allottee/Purchaser/s herein terminated as stated in sub para 12.1 and 12.2 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/Purchaser/s herein, in respect of the said Flat/Apartment/Unit, shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

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

**14. POSSESSION OF THE FLAT/APARTMENT/UNIT**

14.1 Schedule for possession of the said Flat/Apartment/Unit :- The Promoter agrees and understands that timely delivery of possession of the Flat/Apartment/Unit is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the Promoter and taxes thereon are paid by the Allottee/Purchaser/s in respect of the said Flat/Apartment/Unit, in terms of these presents. The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Flat/Apartment/Unit on 31/12/2023, along with the grace period of 6 months over and above the date mentioned herein.

14.2 Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee/Purchaser and the promoter for giving possession of the Flat/Apartment/Unit on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further, if the completion of building in which the Flat/Apartment/Unit is to be situated is delayed on account of-

(I) war, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project ("Force Majeure").

(II) Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried by the promoter as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc or due to such circumstances as may be decided by the Authority.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/Purchaser agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Flat/Apartment/Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/Purchaser agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund without any interest to the Allottee/Purchaser the entire amount received by the Promoter from the allotment within 30 days from that date. After any refund of the money paid by the Allottee/Purchaser, Allottee/Purchaser agrees that he/she/ shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**14.3 Schedule for possession of the Common amenities:-** The Promoter herein is developing the said land which consists of various phases having common amenities like club house, landscape garden etc, the construction/development of the said common amenities will be completed in due course only after completion of construction of all the project phases on the said land. The Promoter, assures to hand over possession of the said common amenities on 31/12/2024. The Allottee/Purchaser/s herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said Flat/Apartment/Unit on the ground of non completion of aforesaid common amenities.

That the Allottee/Purchasers further agree that even where 'substantial completion' of works has been done and after receiving OC from the competent authority possession of the said unit shall be given. That substantial completion would mean works done that do not affect his use or occupation of his unit and he can cohabit in the said unit. However if the developer is not allowed by the Allottee/Purchaser or any. person on his behalf to complete the remaining portion of the works it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the developer.

**14.4 Procedure for taking possession -** The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/Purchaser as per the agreement shall offer in writing the possession of the [Flat/Apartment/Unit/Plot], to the Allottee/Purchaser in terms of this Agreement to be taken within 15 (FIFTEEN DAYS from the date of issue of such notice and the Promoter shall give possession of the [Flat/Apartment/Unit/Plot] to the Allottee/Purchaser. The Allottee/Purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee/Purchasers, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

15 The Allottee/Purchaser shall take possession of the Flat/Apartment/Unit within 15 days of the written notice from the promoter to the Allottee/Purchaser intimating that the said Flat/Apartment/Units are ready for use and occupancy. It shall be expressly agreed that wherever it is the responsibility of the Allottee/Purchaser to apply and get necessary services and the same shall not be undertaken by the promoter and the Allottee/Purchaser shall be solely responsible for the same.

**16 Failure of Allottee/Purchaser to take Possession of [Flat/Apartment/Unit/Plot]:** Upon receiving a written intimation from the Promoter as per clause 14.2 the Allottee/Purchaser shall take possession of the [Flat/Apartment/Unit/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Flat/Apartment/Unit/Plot] to the Allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in clause 14.2 such Allottee/Purchaser shall continue to be liable to pay maintenance charges along with the interest @ 18%, as applicable, immediately after obtaining the occupancy certificate and handing over physical possession of the said Flat/Apartment/Unit to the Allottee/Purchaser/s whichever is earlier. It shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee/Purchaser/s or the competent authority, as the case may be, as per the local laws.

#### **17. Compensation –**

17.1 That the Allottee/Purchaser has given his specific confirmation herein that the responsibility of title of the said entire land be on the Promoter up to and until the conveyance of the said building/phase/wing and the said land thereunder.

17.2 Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Flat/Apartment/Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein: or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason: the Promoter shall be liable, on demand to the Allottee/Purchaser/s, in case the Allottee/Purchaser wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat/Apartment/Unit, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% percent per annum within 30 days including compensation in the manner as provided under the Act.

Provided that where if the Allottee/Purchaser does not intend to withdraw from the said Project, the Promoter shall pay the Allottee/Purchaser interest as per State Bank of India highest Marginal cost of Lending Rate plus 2% on all the amounts paid by the Allottee/Purchaser, for every month of delay, till the handing over of the possession of the Flat/Apartment/Unit. Subject to that Allottee has paid all his dues on time as per the time line.

#### **18. DEFECT LIABILITY**

18.1 If within a period of five years from the date of handing over the Flat/Apartment/Unit to the Allottee/Purchaser, the Allottee/Purchaser brings to the notice of the Promoter any structural defect in the Flat/Apartment/Unit or the building in which the Flat/Apartment/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 Allottee/Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

18.2 Provided however, that the Allottee/Purchaser/s shall not carry out any alterations of the whatsoever nature in the said Flat/Apartment/Unit of phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limited to columns, beams etc. or in the fitting therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration any part of the unit/wing/phase, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear, by negligent use of Flat/Apartment/Unit by the Occupants of whatsoever nature and any wall cracks / plaster cracks / paint color fade / tile color fade etc.

18.3 That it shall be the responsibility of the Allottee/Purchaser to maintain his unit in a proper manner and take all due care need including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

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 of Flats/ Units in the said Project.

18.4 That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors / manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable. Further the Warranty / guaranty of Items/Goods/Systems provided by Promoter/Developer will be claimed by Allottee/purchaser from the respective brand owner, and Promoter/Developer shall not be held responsible for the same.

18.5 That the Allottee/Purchaser has been made aware and that the Allottee/Purchaser expressly agrees that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

18.6 It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/Purchaser, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

19. The Allottee/Purchaser shall use the Flat/Apartment/Unit or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.

**20. FORMATION OF ORGANIZATION OF FLAT/APARTMENT/UNIT HOLDERS**

20.1 Considering the Promoter herein is carrying on the construction/development on the said entire land in phases as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, there will be one or more association of Allottee/Purchasers/Co-operative Societies and/or Apex Society or as such may be formed by prevailing local laws as may be applicable to the said project, which the Promoter shall decide as suitable for the Flat/Apartment/Unit holders in the said project which is under construction on the said entire land.

20.2 The Allottee/Purchaser along with other Allottee/Purchaser(s) of Flat/Apartment/Units in the building shall join in forming and registering the building wise Co-operative 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 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 Allottee/Purchaser, so as to enable the Promoter to register the common organization of Allottee/Purchaser. No objection shall be taken by the Allottee/Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

20.3 The Promoter shall upon completion of entire project, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Flat/Apartment/Unit is situated.

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

**21. CONVEYANCE OF THE SAID FLAT/APARTMENT/UNIT :-**

The Promoter, on receipt of complete amount of the Price of the said Flat/Apartment/Unit under the Agreement from the Allottee/Purchaser, shall execute a conveyance deed and convey the title of the said land not later than year 2026 and with proportionate individual share in the Common Areas on dt. 31/12/2026 to

the society as may be formed all the right, title and interest of the promoter/original owner of the said land i.e. said project referred in Second Schedule. However, in case the Allottee/Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee/Purchaser authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee/Purchaser.

It is hereby specifically made clear and agreed that the said Conveyance Deed will be only of structures of the building excluding podiums (if any) as per the provisions of the Real Estate Regulatory Act, 2016 and especially the form of the agreement stipulated therein. Accordingly, for each building in the said project separate society will be formed and structure of building/s in the said phase will be conveyed to the respective society and Federation / apex body of all the societies will be formed and entire land excluding amenity space but including all common area and facilities such as open spaces, club house, internal roads, transformer, STP, underground water tank etc. will be conveyed to the said federation or apex body. In case any impediment or additional cost entails on sale of the land to the apex body or for any other reason then by supplementary deed of sale (as a supplement to the sale deed for all the respective Phases) of notional land in entire project will be conveyed to each of such societies as stamp duty is paid for entire flat i.e. structure plus land. The said notional land area will be calculated in proportion to built-up area of the building/s in each phase to the total built-up area in all the phases. In the above event apex body or service society will be formed of all the societies only for the purpose of maintenance of the common area and facilities of which all the allottees of all the apartments in all the phases will be beneficiaries and all the terms and conditions regarding the same as contained in this agreement shall remain applicable.

## **22. PAYMENT OF TAXES, CESSSES, OUTGOING ETC :-**

22.1 The Purchaser/s herein is well aware that, the State Government of Maharashtra has imposed valued added tax (VAT) on the agreed consideration, for the transaction for sale of Flat/Apartment/Unit by the Promoter to the Allottee/Purchaser of the Flat/Apartment/Units under the Value Added Tax Act 2002 and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee/Purchaser/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter herein to enable the Promote to deposit / pay the same to the Government of Maharashtra.

22.2 The Allottee/Purchaser/s herein is well aware that, the Central Government of India has imposed service tax on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of Flat/Apartment/Units by the Promoter to the Allottee/Purchaser/s and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the Promoter and hence it is agreed between the parties hereto that, the Allottee/Purchaser/s herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration.

22.3 If at any time, after execution of this agreement, the service tax and Value Added Tax (VAT), GST etc is imposed/increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes /duty/ charges/premium/cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the central or the State Government or by the PMRDA or by any revenue or other authority, on the said Flat/Apartment/Unit or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/Purchaser/s. The Allottee/Purchaser/s hereby always indemnified the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee/Purchaser the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

22.4 Within 15 days after notice in writing is given by the Promoter to the Allottee/Purchaser that the Flat/Apartment/Unit is ready for use and occupancy, the Allottee/Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Apartment/Unit) of outgoings in respect of the project land and Building/s and/or such other levies by the PMRDA and/or any Government authority namely local taxes, betterment charges, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Allottee/Purchaser further agrees that till the Allottee/Purchaser's share is so determined the Allottee/Purchaser shall pay to the Promoter a interest free deposit of Rs. \_\_\_\_\_/-.The amount paid herein is not a charge or maintenance amount of the proposed society/Limited company but an amount paid as a deposit towards the maintenance of the ultimate body. The allottee/purchaser has also authorized the Promoter to appoint an agency/company to manage the maintenance of the project land and Building/s and make payments to them on monthly basis from the interest free deposit paid to the Promoter. The allottee/purchaser also gives an irrevocable authority to the Promoter to discuss, negotiate and make payments from their deposit to the appointed person/agency/company by the Promoter for payment of all expenditures for maintenance/repair/improvement of the common areas and facilities thereof. The present monthly contribution shall be Rs. \_\_\_\_\_ + GST(or any such taxes applicable) from the date of possession or upon the expiry of 15 days from the date of intimation of Possession, towards the outgoings as mentioned above. The amounts so paid by the Allottee/Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the said structure of the project land and building/s or wings is executed in favour of the society as aforesaid. On such conveyance being executed the balance deposits (after deducting the monthly contribution paid by the Promoter on behalf of the Allottee/Purchaser for which the services has been provided by the agency/company towards the project land and Building/s) shall be handed over by the Promoter to the Society., as the case may be. The Alottee/Purchaser shall pay additional deposit for further period as and when demanded by the Promoter within a period of 7 days from the date of such demand.

22.5 Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/Purchaser/s of the said Flat/Apartment/Unit and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/Purchaser/s along with interests and Allottee/Purchaser/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/Purchaser/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said Flat/Apartment/Unit being first encumbrance of the Promoter. The Allottee/Purchaser/s herein with due diligence has accepted the aforesaid condition.

22.6 That the Allottee/Purchasers are made aware and expressly agree herein that whenever there is low water supply from the PMRDA/ local authorities the Allottee/Purchaser shall have to pay extra for the water charges over and above the maintenance charges for the water supplied either by tanker or any other source as demanded by the promoter.

22.7 (i) In addition to amounts mentioned in this agreement the Purchaser/s shall pay to the Promoter sum of Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) as his contribution towards maintenance of equipments relating to environment, STP etc and after formation of common organization the same will handed over by the Promoter to the Society on completion of the entire scheme and handing over the maintenance of the common areas and facilities to the Society / Organisation, by deducting any amount if already been incurred for such major repair and major maintenance work in the scheme.

(ii) The said amounts shall be held by the Promoter without any liability of payment of any interest thereof.

(iii) The aforesaid deposit is worked out on the basis of present market conditions and for any reason, after 5 years, on account of inflation or other exigencies, additional amounts are to be contributed for maintenance, the purchasers agree that he/she/they shall be bound to contribute proportionate amounts in that behalf.

23 The Promoter shall not be responsible in case there is shortage of water & water is not available at any cost.

**24 PAYMENT OF STAMP DUTY, REGISTRATION FEE & LEGAL CHARGES :-**

The Allottee/Purchaser/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of Allottee/Purchaser/s or Association/Society i.e. organization as may be formed in which the Allottee/Purchaser/s will be the member.

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

## 26. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the developer has thus disclosed the same to the Allottee/Purchaser and the Allottee/Purchaser is aware that professional liability have been undertaken by them individually with the developer which shall prevail on these consultants individually or cumulatively if there is any loss/harm is caused to the Allottee/Purchaser and based on these said details of the drawings and the calculations and areas shown, the Allottee/Purchaser has agreed to take the said unit.
- vi. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vii. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser created herein, may prejudicially be affected;
- viii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Flat/Apartment/Unit/Plot] which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement;
- ix. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Flat/Apartment/Unit/Plot] to the Allottee/Purchaser in the manner contemplated in this Agreement;
- x. At the time of execution of the conveyance deed of the structure to the association of Allottee/Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/Purchasers;
- xi. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

## **27. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/PURCHASER**

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

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

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

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

iv. Not to demolish or cause to be demolished the Flat/Apartment/Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Apartment/Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Apartment/Unit is situated and shall keep the portion, sewers, drains and pipes in the Flat/Apartment/Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Apartment/Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or

other structural members in the Flat/Apartment/Unit without the prior written permission of the Promoter and/or the Society or the Limited Company.

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

Not to do or permit to be done any act or thing which may render void or voidable any warranty and guarantee of the specifications provided within the unit and the common amenities and facilities in the said entire project.

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

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the PMRDA or Government or giving water, electricity or any other service connection to the building in which the Flat/Apartment/Unit is situated.

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

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

ii. The Allottee/Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Apartment/Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the PMRDA and of Government and other public bodies. The Allottee/Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/Apartment/Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

iii. Till a conveyance of the structure of the building in which Flat/Apartment/Unit is situated is executed in favour of Society/Limited Society, the Allottee/Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

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



xiii. That the Allottee/Purchaser shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee/Purchaser.

xiv. That any nominated surveyor/architect appointed for specific purpose stated in this covenant the fees of which shall be mutually decided by and between the promoter and the Allottee/Purchaser and the same shall be paid by the Allottee/Purchaser as agreed mutually.

xv. That nothing herein contained shall construe as entitling the Allottee/Purchaser any right on any of the adjoining, neighboring or the remaining buildings/common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee/Purchaser to the developer in this regards.

xvi. That the parking spaces allotted to each Allottee/Purchaser shall be used only for the purposes of parking and that the said space is designed and made for use of parking a vehicle of not more than 3 tones and not more than 6' height. That this has been clearly made aware to the Allottee/Purchaser and the same has been agreed by the Allottee/Purchaser to follow.

**28. NAME OF THE PROJECT/BUILDING/S/WING/S:-**

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project “**PARK ASTRA**” and building will be denoted by letters or name E to J **BUILDING as Phase I**, or as decided by the promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottee/Purchasers/s in the said project/building/s or proposed organization are not entitled to change the aforesaid project. name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

**29. SEPARATE ACCOUNT FOR SUMS RECEIVED**

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

Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/Purchaser/s and utilize the same as contemplated and permitted under the said act and rules and regulations made thereunder.

**30. RIGHT TO ALLOTTEE/PURCHASER TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:-**

The Allottee/Purchaser hereby agrees to purchase the Flat/Apartment/Unit on the specific understanding that is/her right is to only to the use and unless specifically allotted/given vides (limited) common areas/ facilities, the use of the Common Areas / amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottee/Purchasers (or the maintenance agency appointed by it and performance by the Allottee/Purchaser of all his/her obligations in respect of the

terms and conditions specified by the maintenance agency or the association of Allottee/Purchasers from time to time.

31. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/Apartment/Units or of the said Plot and Building or any part thereof. The Allottee/Purchaser shall have no claim save and except in respect of the Flat/Apartment/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 the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

**32. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE ON SOLD UNIT**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the \*[Flat/Apartment/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 Allottee/Purchaser who has taken or agreed to take such [Flat/Apartment/Unit/plot].

**33. BINDING EFFECT**

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

**34. ENTIRE AGREEMENT**

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 Flat/Apartment/Unit/plot/building, as the case may be.

**35. RIGHT TO AMEND**

This Agreement may only be amended through written and registered consent by way of Supplemental to this Agreement between the Parties herein.

**36. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/PURCHASER/SUBSEQUENT ALLOTTEE/PURCHASERS**

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 Allottee/Purchasers of the [Flat/Apartment/Unit/Plot], in case of a transfer, as the said obligations go along with the [Flat/Apartment/Unit/Plot] for all intents and purposes.

37. That the Allottee/Purchasers agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the Allottee/Purchaser to the promoter for the same, save and except his right to enjoy and use the unit purchased by him and any other rights given by the developer to the Allottee/Purchaser for which consideration has been dispensed.

**38. WAIVER NOT A LIMITATION TO ENFORCE.**

38.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/Purchaser in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/Purchaser that exercise of discretion by the Promoter in the case of one Allottee/Purchaser shall not be constructed to be a precedent and / or binding on the Promoter to exercise such discretion in the case of other Allottee/Purchasers.

38.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provision hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**39. SEVERABILITY**

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

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

Wherever in this Agreement it is stipulated that the Allottee/Purchaser has to make any payment, in common with other Allottee/Purchaser(s) in Project such as (1) Monthly maintenance of the said Project and (2) Common maintenance of the entire project, the same shall be in proportion to the carpet area of the [Flat/Apartment/Unit/Plot] to the total carpet area of all the [Flat/Apartment/Units/Plots] in the Project.

41. **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.

42. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/Purchaser, at Pune and after the Agreement is duly executed by the Allottee/Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

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

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

\_\_\_\_\_ Name of Allottee/Purchaser

\_\_\_\_\_ (Allottee/Purchaser's Address)

Notified Email ID: \_\_\_\_\_

**PRIDE PURPLE INFRASTRUCTURE**, having its registered office 5<sup>th</sup> Floor, Pride House, 108/7 Ganesh Khind Road, Shivaji Nagar Pune 411016

Email ID: legalppg@pridepurplegroup.com

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

45. **JOINT ALLOTTEE/PURCHASERS**

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

46. **Stamp Duty and Registration:-** The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/Purchaser.

#### **SCHEDULE.I**

(description of the said "**LAYOUT LANDS**")

All that piece and parcel of lands situated at village Marunji, Taluka Mulshi, Dist Pune which is within the jurisdiction of Sub-Registrar, Mulshi, Pune and also within the limits of Pune Metropolitan Region Development Authority, Pune, bearing survey numbers as under -

- a) S. No. 40/1/1, total area admeasuring about 01 H 18.5 R,
- b) S. No. 40/1/2, total area admeasuring about 01 H 18.5 R,
- c) S. No. 40/2, total area admeasuring about 01 H 34 R,
- d) S. No. 40/3, total area admeasuring about 01 H 58 R,
- e) S. No. 40/4/1, total area admeasuring about 00 H 96.5 R,
- f) S. No. 40/4/2, total area admeasuring about 00 H 96.5 R,
- g) S. No. 40/5, total area admeasuring about 00 H 43 R,
- h) S. No. 40/6, total area admeasuring about 00 H 37 R,
- i) S. No. 40/7, total area admeasuring about 00 H 23 R,
- j) S. No. 40/8, total area admeasuring about 00 H 19 R,
- k) S. No. 40/9/1, total area admeasuring about 00 H 30 R,
- l) S. No. 40/9/2, total area admeasuring about 00 H 29 R,
- m) S. No. 40/10, total area admeasuring about 00 H 68 R,
- n) S. No. 41/1, total area admeasuring about 01 H 97.3R,
- o) S. No. 41/2, total area admeasuring about 02 H 16.2 R,
- p) S. No. 41/3/1, total area admeasuring about 01 H 20 R,
- q) S. No. 41/3/2, total area admeasuring about 01 H 20 R,
- r) S. No. 41/4/1, total area admeasuring about 01 H 13 R,
- s) S. No. 41/4/2, total area admeasuring about 01 H 12 R,
- t) S. No. 41/5, total area admeasuring about 01 H 83 R,
- u) S. No. 41/6/1, total area admeasuring about 00 H 50 R,
- v) S. No. 41/6/2, total area admeasuring about 00 H 50.5 R,
- w) S. No. 44/2, total area admeasuring about 03 H 65.5 R, out of that area admeasuring about 00 H 80 R,
- x) S. No. 51/8, total area admeasuring about 01 H 84 R,
- y) S. No. 51/7/2, total area admeasuring about 01 H 41.50 R,

No. a) to y) totally admeasuring an area of **233900 Sq. Mtrs** out of the sanctioned layout of Survey numbers mentioned in a) to y) herein above,

#### **SCHEDULE.II**

(description of the said "**PLOT NO. 5**")

All that the **Plot No. 6**, total area admeasuring **26621.7 Sq.mtrs.**, carved out of the sanctioned layout plans in respect of the said layout lands, which is more particularly described in the **SCHEDULE-I** written above, which bounded as under :

East : Adjoining Plot no 5

South	:	24 mtr wide DP road
West	:	9 mtr driveway
North	:	Adjoining Plot no 7

**SCHEDULE.III**

(description of the said “**PROJECT**”)

All that the portion area admeasuring about **5113.4 Sq. Mts.**, carved out of the said plot No. 6 along with Open Space, under name and Style PARK ASTRA Phase I, to be constructed upon the said Plot, which is more particularly described in the **SCHEDULE-II** written above, along with 6 buildings i.e. Building No. E to J therein, having consumed permissible FAR/FSI admeasuring 50550.54 sq. mtrs. arising from the said layout lands at the relevant time.

**SCHEDULE.IV**

(description of the said “**FLAT**”)

Flat/Apartment/Unit no. \_\_\_\_\_having carpet area of \_\_\_\_\_square meters, type \_\_\_\_\_ and exclusive terrace area sq.mtrs and balconies area admeasuring \_\_\_\_\_square meters, sit out area \_\_\_\_\_ sq.mtrs on \_\_\_\_\_floor of the building No. ' \_\_\_\_\_' Project styled as “**PARK ASTRA**” along with One \_\_\_\_\_ car Parking as mentioned herein above, being constructed upon the plot described in Schedule II above. The said Flat is more particularly shown in the plan hereto annexed in Red colour boundary line. The areas mentioned above are approximate.

**SECOND SCHEDULE**

**A] COMMON AREAS AND FACILITIES:**

1. The land described in the First Schedule above (subject to the right of exclusive uses that will be allotted to various units).
2. The footings, RCC structures and main walls of the building.
3. Staircase column and lift (if any) in the building/s.
4. Common drainage, water and electrical lines.
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. Terraces adjacent to the terrace flats/shops/units shall exclusively belong to such respective units.
3. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT AT PUNE ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN

**SIGNED AND DELIVERED**

by the within-named

**PRIDE PURPLE INFRASTRUCTURE**

Through its Partner -

**SHRI SHRAVAN DEVKINANDAN AGARWAL**

through his POA holder

1) **Mr. Navin Agarwal**

Photo	Signature	Thumb Impression

2) **Mr. Suryakant Dhanwade**

Photo	Signature	Thumb Impression

**THE PROMOTER**

**SIGNED AND DELIVERED**

by the within-named

Mr./Mrs./Ms \_\_\_\_\_

Photo	Sign	Thumb Impression

Mr./Mrs./Ms\_\_\_\_\_

Photo	Sign	Thumb Impression

THE PURCHASER

**SIGNED AND DELIVERED**  
by the within-named  
**PRIDE PURPLE PROPERTIES**  
Through its Partner -  
**SHRI SHRAVAN DEVKINANDAN AGARWAL**

1) **Mr. Navin Agarwal**

Photo	Signature	Thumb Impression

2) **Mr. Suryakant Dhanwade**



Photo	Signature	Thumb Impression

THE CONSENTING PARTY

in the presence of :

1.

2.

**ANNEXURE - A**

(Title Opinion)

**ANNEXURE - B**

(Copy of extracts of village Form No.VII/XII)

**Annexure C1 & C2**

The Project Layout & Building Plan,

**Annexure C3**

Floor plan along with demarcated unit

**Annexure C4**

Commencement Certificate

**Annexure C5**

Proposed Layout Plan

**ANNEXURE D**

Specifications

- Branded 600 mm x 600 mm Vitrified Tiles.
- Branded tiles in all Toilets
- Branded Antiskid Tiles in terrace & Dry Balcony.
- Cabinet below kitchen platform with Branded Hardware.
- Branded Hob & chimney in Kitchen.
- Branded Electrical Switches in all rooms
- Electrical Provision for Air conditioner in all bed rooms.
- Electrical Provision for Inverter.
- Branded sanitary ware in all Toilets.
- Branded bathroom CP fitting in all toilets.
- Branded Drainage plumbing System
- Branded door Fittings

- Branded Color screen Video Door Phone in Each Flat
- Aluminum Powder Coated Windows Excluding Toilets.
- Aluminum Windows in all toilets.
- Branded emulsion paint for internal walls.
- Branded acrylic paint for External walls .

**ANNEXURE E**  
Common Amenities

- Multipurpose Hall
- Swimming Pool
- Gymnasium
- Children’s Play Area
- Landscape Garden with Lawn
- Fire-fighting System
- Piped Gas Connection
- Automatic Lifts
- Gen-set backup for common areas
- Garbage Disposal System.

**ANNEXURE –F**

**RERA registration certificate**

**ANNEXURE –G**

Sr. no.	Percentage	Amount in Rs.	Particulars
1		1,00,000/-	At the time of Booking/Application
2	10%		Before Execution of Agreement (less Rs. 1,00,000/-)
3	20%		Upon Execution of Agreement
2	15%		On Completion of Plinth
3	5%		On Completion of 1st Slab
4	4%		On Completion of 4 <sup>th</sup> Slab
5	4%		On Completion of 8 <sup>th</sup> Slab

6	4%		On Completion of 11 <sup>th</sup> Slab
7	4%		On Completion of 14 <sup>th</sup> Slab
8	4%		On Completion of 17 <sup>th</sup> Slab
9	5%		On completion of RCC of the staircases, lift wells, lobbies upto the floor level of the said Apartment.
10	5%		On completion of the walls, internal plaster, of the said Apartment.
11	5%		On completion of the external plaster, elevation, terraces with waterproofing, of the building
12	5%		On completion of the flooring
13	5%		On completion of doors and windows, Sanitary fittings, external plumbing, lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas
14	5%		Possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate
<b>Total</b>	<b>100%</b>		

