

AGREEMENT TO SALE

This Agreement, made at Pune on this ____ day of November, 2018.

BETWEEN

M/s. Shreeganessa Developers, (PAN : ACFFS2602F) A partnership firm having its Registered office address at : Shop No. 06, Panchwati Complex, S.No. 84/7A+3B, Hadapsar, Pune : 411028, Through it's Partner/s 1) Mr. Tukaram Limbaji Kambale, (PAN : BJCPK6171L) Age : About 60 Years, Occupation : Business, Residing at : Agasti Nivas, S.No. 32, Kalepadal, Hadapsar, Pune : 411028 AND 2) Mr. Tushar Dattatraya Gaikwad, (PAN : AGIPT6651M) Age : About 43 Years, Occupation : Business, Residing at : Flat No. F-103, Dhaval Windscape Co-operative Housing Society Ltd., Sasanenagar, Hadapsar, Pune : 411028.

HEREAFTER called or referred to as '**the Promoter**' (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said Promoter' above named, as also its Partners, the survivors amongst them, his/their respective heirs, successors, executors, administrators, the successors-in-business and or in-title, assignees and or administrators as the case may be)
..... THE PARTY OF THE FIRST PART.

AND

1) Mrs./Mr. -----, (PAN : -----), Age : About --- Years, Occupation : -----, and 2) Mrs./Mr. -----
-----, (PAN : -----), Age : About --- Years, Occupation : -----,
Both Residing at : -----.

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

AND

A-1) Smt. Giriligamma Mahadev Chawadi, Age : About 47 Years, Occupation : Housewife, 2) Mr. Sahebu Mahadev Chawadi, Age : About 30 Years, Occupation : Service, 3) Mr. Ramesh Mahadev Chawadi, Age : About 28 Years, Occupation : Service, and 4) Mr. Shrinivas Mahadev Chawadi, Age : About 26 Years, Occupation : Service, (All No. 1 to 4 as a Legal Heirs of Late Mr. Mahadev Sayanna Chawadi) B) Mrs. Bhimabi Rajendra Bhandari, (PAN : BGVPB5771P), Age : About 53 Years, Occupation : Housewife, and C) Paramanna Yallappa Dudde (Dhangar), (PAN : AFWPD8771R), Age : About 71 Years,

Occupation : Retired, All No. A to C Residing at : Plot No. 11, Near Khondba Temple, Shivajinagar Railway Station, Pune : 411005, through her/his/their Power of Attorney Holder M/s. Shreeganesha Developer, (PAN : ACFFS2602F) A partnership firm having its Registered office address at : Shop No. 06, Panchwati Complex, S.No. 84/7A+3B, Hadapsar, Pune : 411028, Through it's Partner/s 1) Mr. Tukaram Limbaji Kambale, (PAN : BJCPK6171L) Age : About 60 Years, Occupation : Business, Residing at : Agasti Nivas, S.No. 32, Kalepadal, Hadapsar, Pune : 411028 AND 2) Mr. Tushar Dattatraya Gaikwad, (PAN : AGIPT6651M) Age : About 43 Years, Occupation : Business, Residing at : Flat No. F-103, Dhaval Windscape Co-operative Housing Society Ltd., Sasanenagar, Hadapsar, Pune : 411028. **(1) GPA Reg. No. 1369/2013 dated 12/02/2013, HVL No. II, Pune and 2) GPA Reg. No. 8216/2018 dated 26/10/2018, HVL No. VI, Pune.)**

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

WHEREAS all that piece or parcel of Plot of Land bearing Plot No. 30, totally admeasuring about 00 Hectare 04.89 Ares, (i.e. about 489 Sq. mtrs.), assessed at Rs. 00 Paise 03, from out Gat No. 436 (Corresponding it's Old S.No. 8), situate at Village Kadamwak Wasti, Taluka Haveli, District Pune, situate within the Registration District of Pune, Registration Sub-District of Taluka Haveli, situate within the Revenue limits of Tahasil Haveli and situate within the limits of Zillha Parishad Pune, Taluka Panchayat Samiti Haveli, and Grampanchayat Kadamwak Wasti, Pune are owned by 1) Mr. Mahadv Sayanna Chalwadi, 2) Mrs. Bhimabai Rajendra Bhandari and 3) Mr. Paramanna Yallappa Dudde (Dhangar) **(hereinafter collectively called or referred the Owner/s)** and the said Owner/s has/have purchase the said Plot of Land from it's the then Owner/s Mr. Tribak G. Vaidya on dated 12/02/1998 by a Sale Deed and which is duly registered in the Office of the Sub Registrar Haveli No. 6, Pune and accordingly the name of the said Owner/s has/have been duly recorded in all revenue records by relevant 6D Mutation Entry.

AND WHEREAS accordingly by Development Agreement and Power of Attorney in respect of all that piece or parcel of Plot of Land bearing Plot No. 30, totally admeasuring about 00 Hectare 04.89 Ares, (i.e. about 489 Sq. mtrs.), assessed at Rs. 00 Paise 03, from out Gat No. 436 (Corresponding it's Old S.No. 8), situate at Village Kadamwak Wasti, Taluka Haveli, District Pune, situate within the Registration District of Pune, Registration Sub-District of Taluka Haveli, situate within the Revenue limits of Tahasil Haveli and situate within the limits of Zillha Parishad Pune, Taluka Panchayat Samiti Haveli, and Grampanchayat Kadamwak Wasti, Pune, **(which Plot of Land is more particularly described in the Schedule – I hereunder written and hereinafter called or referred as the said Plot of Land)**, on dated 12/02/2013, which is/are duly registered on the same day in the Office of the Joint Sub Registrar Haveli No. II, Pune at Serial Nos. 1368/2013 and

1369/2013 executed between the Original Owner/s and M/s. Shreeganesha Developer, A partnership firm having its Registered office address at : Shop No. 06, Panchwati Complex, S.No. 84/7A+3B, Hadapsar, Pune : 411028, Through it's Partner/s 1) Mr. Tukaram Limbaji Kambale AND 2) Mr. Chandrashekhar Vasant Panse;

AND WHEREAS thereafter for good and sufficient reasons the said Mr. Chandrashekhar Vasant Panse **(who is one of the Partner of the said Firm i.e. M/s. Shreeganesha Developers)** has retired from the partnership firm on dated 12/06/2018 and thus one Mr. Tushar Dattatraya Gaikwad entered into the said partnership firm by Deed of Reconstruction Cum Deed of Retirement and which is duly notarized by Adv. Rajesh R. Nirgude (Notary) on the same day at Serial No. 3571/2018 and the said Deed of Reconstruction Cum Deed of Retirement is duly registered at Sub Registrar, Partnership Firm, Pune dated 03/07/2018 and also the registered address of the said Firm has been changed. Thus now 1) Mr. Tukaram Limbaji Kambale and 2) Mr. Tushar D. Gaikwad are the partners authorised partners of the firm M/s. Shreeganesha Developers, and new office address of the said firm is : Shop No. 06, Panchwati Complex, S.No. 84/7A+3B, Hadapsar, Pune : 411028 **(hereinafter referred as the Promoter)**.

AND WHEREAS during the said time among the said Original Land Owner/s one Mr. Mahadv Sayanna Chalwadi has been passed away on dated 11/01/2018 and leaving behind him legal heirs namely wife Smt. Giriligamma Mahadev Chalwadi, namely Sons 1) Mr. Sahebu Mahadev Chalwadi, 2) Mr. Ramesh Mahadev Chalwadi and 3) Mr. Shrinivas Mahadev Chalwadi but the name of the said of the said legal heirs has not yet to be recorded in all revenue records;

AND WHEREAS for good and sufficient reasons the said Legal heirs of the said Late Mr. Mahadev Chawadi has/have entered into an Supplementary Agreement and Irrevocable Power of Attorney on dated 26/10/2018 with the said Promoter and which is duly registered in the Office of the Sub Registrar Haveli No. 6, Pune on the same day Serial Nos. 8215/2018 and 8216/2018 respectively;

AND WHEREAS accordingly the said Promoter herein have obtained development rights in respect of all that piece or parcel of Plot of Land bearing Plot No. 30, totally admeasuring about 00 Hectare 04.89 Ares, (i.e. about 489 Sq. mtrs.), assessed at Rs. 00 Paise 03, from out Gat No. 436 (Corresponding it's Old S.No. 8), situate at Village Kadamwak Wasti, Taluka Haveli, District Pune, situate within the Registration District of Pune, Registration Sub-District of Taluka Haveli, situate within the Revenue limits of Tahasil Haveli and situate within the limits of Zillha Parishad Pune, Taluka Panchayat Samiti Haveli, and Grampanchayat Kadamwak Wasti, Pune, **(which Plot of Land is more particularly described in the First Schedule hereunder written and hereinafter referred to as "the Project Land")** from the said Original Owner/s and to construct thereon building in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney;

AND WHEREAS the Promoter are entitled and enjoined upon to construct building on the Project Land in accordance with the recitals hereinabove;

AND WHEREAS the Original Owner/s is/are in possession of the Project Land;

AND WHEREAS the said Project Land has been converted to Non-Agricultural use by Assistant Director of Town Planning Pune, vide its order bearing No. **ÀñŒĒāā†āŠ¶ā/†¶ā°āāē¹āāè/½āāō.†āŠ¹½āìāā†āŠlāÔāāē/āā.ÖlāñĒāē/Øā.¶āâ.43 6/¼āì.%āŠ.30/ÔāÔā¹āì/1460/18**, Date 30/07/2018. A copy of the permission is annexed hereto.

AND WHEREAS the Promoter has got the plans, the specifications, elevations, sections and details of the said building/s to be constructed on the said Project Land approved from the concerned local authority. Copy of the development permission is annexed hereto.

AND WHEREAS the Promoter is developing the said Project Land described in the First Schedule hereunder written in accordance with the plans sanctioned by the Planning Authority and is constructing thereon building (**“the said building”**) to be known as “-----”, consisting inter alia of 1 building, each having 4 floors and comprising of 04 Commercial Units and 16 Residential Units.

AND WHEREAS the Promoter has entered into a standard agreement with an Architect, Mr. Santosh Raskar, Architect, registered with the Council of Architects as prescribed by the Council of Architects.

AND WHEREAS the Promoter has appointed M/s. -----, as Structural Engineers for the preparation of the structural design and drawings of the Building and the Development shall be under the professional supervision of the Architects and the structural Engineers till completion of the building;

AND WHEREAS the Promoter alone has the sole and exclusive right to sell the Residential/Commercial Units in the said Building to be constructed on the said Project Land and to enter into Agreement/s with the Allottee/s of the said Apartment in the said building and to receive the purchase price in respect thereof.

AND WHEREAS the Allottee/s has/have demanded from the Promoter and the Promoter has given inspection to the Allottee/s of all the documents of title relating to the said Project Land, the relevant orders, the approved plans, designs and specifications prepared by the Promoter’s Architects and all other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1964 (**“MOFA”**) and the Real Estate (Regulation & Development) Act, 2016 (**“RERA”**), and the rules made there under.

AND WHEREAS the Promoter has also annexed hereto copies of the following documents.

1.	Title Certificate	Annexure-I
2.	7/12 Extract of the said Plot of Land/s	Annexure-II
3.	Development Permission	Annexure-III
4.	Floor Plan of the Apartment	Annexure-IV
5.	Specification for the Apartment	Annexure – V
6.	Authenticated copy of Registration Certificate under RERA	Annexure-VI
7.	NA permission,	Annexure-VII

AND WHEREAS while sanctioning the said plan/s, in respect of construction on the said Project Land, the concerned local authorities and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Project Land and constructing the said building thereon and only upon due observance, compliance and performance of which the Completion Certificate and Occupation Certificate in respect of the said Building shall be granted by the concerned authority;

AND WHEREAS the Promoter has registered the Project under the provisions of the Real estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at Pune, vide Registration No. ----- dated -----, An authenticated copy of the registration is annexed.

AND WHEREAS the Allottee/s has/have applied to the Promoter for allotment of all that constructed portion being a Residential Unit bearing Flat No. -----, admeasuring about ----- sq. mtrs., Carpet, alongwith Enclosed Balcony admeasuring about ----- sq. mtrs., Carpet, alongwith attached terrace admeasuring about ----- sq. mtrs., Carpet, situate on the ----- Floor of Building named and styled as “-----” **(herein after referred to as the said “Apartment”)** being constructed on the said Project Land **(which Project Land is more particularly described in Schedule I hereunder written)** constructed by the Promoter;

AND WHEREAS the Promoter has agreed to sell and the Allottee/s has/have agreed to purchase all that constructed portion being a Residential Unit bearing Flat No. -----, admeasuring about ----- sq. mtrs., Carpet, alongwith Enclosed Balcony admeasuring about ----- sq. mtrs., Carpet, alongwith attached terrace admeasuring about ----- sq. mtrs., Carpet, situate on the ----- Floor of Building named and styled as “-----” **(herein after referred to as the said “Apartment”)** being constructed on the said Project Land **(which Project Land is more particularly described in First Schedule hereunder written)** and having the specifications mentioned in the Third Schedule

hereunder written for consideration of total price Rs. -----/- (Rs. -----
----- only) subject to terms and conditions written herein.

AND WHEREAS the Promoter is entering into similar separate agreements with several other persons and parties for the sale of flats, shops, etc. in the said building.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES AS FOLLOWS :

1) CONSTRUCTION AND DEVELOPMENT OF THE SAID PLOT OF LAND :

The Promoter shall construct the said building called “-----” on the said Project Land more particularly described in the **FIRST SCHEDULE** hereunder written in accordance with the plans, designs and specifications approved by the concerned local authorities and which has/have been seen and approved by the Allottee/s with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authorities. However, the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of such variations or modifications which may adversely affect the said Apartment agreed to be sold to the Allottee/s hereunder. The Promoter's subject to the aforesaid right of the Allottee/s has/have the right to amend and/or modify the said plans for smooth and better development of the said Project Land without any reference to the Allottee/s.

2) AGREEMENT AND THE CONSIDERATION :

2.1 The Allottee/s agree/s to purchase from the Promoter and the Promoter agree to sell to the Allottee/s the said Apartment i.e. all that constructed portion being a Residential Unit bearing Flat No. -----, admeasuring about ----- sq. mtrs., Carpet, alongwith Enclosed Balcony admeasuring about ----- sq. mtrs., Carpet, alongwith attached terrace admeasuring about ----- sq. mtrs., Carpet, situate on the ----- Floor of Building named and styled as “-----” (**herein after referred to as the said “Apartment”**) being constructed on the said Project Land (**which Project Land is more particularly described in First Schedule hereunder written respectively**), for the total consideration of Rs. -----/- (Rs. ----- only) including the proportionate price of the common areas and facilities appurtenant to the said Apartment. The said Apartment agreed to be sold hereunder is more particularly described in the **SECOND SCHEDULE** hereunder written.

2.2 The Allottee/s has/have paid to the Promoter a sum of Rs. -----/- (Rs. ----- only) being part payment/booking amount towards the purchase price (the payment and receipt whereof the Promoter do hereby admit and acknowledge) and the

Allottee/s has/have agreed to pay the Promoter the balance amount of the purchase price of Rs. -----/- (Rs. ----- only) as written hereunder :-

STAGE NO.	SCHEDULE	STAGE	SCHEDULED PAYMENT (% OF UNIT COST)
1	Booking/Earnest	BOOKING	10%
2	I st Installment	PLINTH	20%
3	II nd Installment	1 ST SLAB	15%
4	III rd Installment	2 nd SLAB	15%
5	IV th Installment	3 rd SLAB	15%
6	V th Installment	4 th SLAB	10%
7.	VI th Installment	5 th SLAB	5%
7	XI th Installment	Internal and External Plaster	5%
8	XII th Installment	Completion Of Work (Unit) Internal and External Plaster	5%
Total Cost of the said Unit / Consideration :			100%

2.3 The Allottee/s agree/s to pay to the Promoter, interest at the highest lending rate of State Bank of India plus 2% per annum, on all the delayed payments which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.

2.4 The total price of the Apartment shall be Including all Government taxes, charges, cess, duties, etc. (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) till the date of handing over the possession of the Apartment.

2.5 The total price is free of escalation, save and except escalations due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, local bodies/Government from time to time. The Promoter agree and undertake that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities of the Central/State or any public bodies, the Promoter shall enclose the said notifications or regulation published/issued in that behalf to that effect alongwith the demand letter which will be issued to the Allottee/s.

2.7 The Promoter in respect of payments as per payment schedule shall issue demand notice in writing, e-mail & SMS to the Allottee/s on the scheduled payment date as per the payment schedule as decided hereinabove.

a) The Allottee/s agree that he/she/they shall be liable to make the scheduled payment within a period of 15 days from the receipt of the demand notice, e-mail &/or SMS, whichever is earlier.

- b) In event of failure of the Allottee/s to comply with payments in respect of the demand notice, the Allottee/s shall be intimated in writing through E-mail and or SMS for 2nd demand notice to make necessary payments within a further period of 15 days from the receipt of the 2nd demand notice and shall also be liable to pay interest at the highest lending rate of State Bank of India plus 2% per annum, on the defaulted payment.
- c) In the event of failure of the Allottee/s to make payment/s after the receipt of demand notice or the 2nd demand notice along-with interest on the defaulted payment, then the Promoter shall issue in writing a show cause notice for termination/cancellation of contract/Agreement to sale by and between the Promoter and the Allottee/s, thereby calling upon the Allottee/s to remedy the breach by making necessary payments alongwith interest, within 15 days from the receipt of the show cause notice.
- d) In the event of default to make the payments in-spite of receipt of the show cause notice, the Promoter shall be entitled to terminate/cancel the booking/agreement with the Allottee/s and forfeit the Earnest Money.
- e) The Allottee/s agree/s to the service of the demand notice, 2nd demand notice and/or show cause notice for termination/cancellation notice through official e-mail i.e. _____ and SMS and further agree that such communication shall be treated as valid service and no dispute in this regard shall be entertained.
- f) The Allottee/s undertake/s to abide by all the terms and conditions of the Agreement to sale and letter of allotment issued by the Promoter.

2.8 The Allottee/s shall on or before delivery of possession of the said Apartment also keep deposited with the Promoter the following amounts :

(i)	-----/-	Legal charges
(ii)	-----/-	For share money, application entrance fee of the Society / Limited Company / Federation / Apex Body.
(iii)	-----/-	For formation and registration of the Society / Limited Company / Federation / Apex Body.
TOTAL		-----/-

3) OBLIGATIONS AND UNDERTAKINGS OF THE PROMOTER :

- 3.1 The Promoter hereby agree to observe, perform and comply with all the terms, conditions and stipulations, if any, which may have been imposed by the concerned local authorities at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee/s, obtain from the concerned local authority the Occupation Certificate and/or Completion Certificates in respect of the same as per the Commencement Certificate.
- 3.2 The fixtures, fittings and amenities to be provided by the Promoter in the said building and the said Apartment is more particularly set out in the **THIRD SCHEDULE hereunder** written.
- 3.3 The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land is 856.82 sq. mtrs., only and the Promoter has planned to utilise Floor Space Index of ----- by availing TDR or FSI available on payment of premiums or

FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations 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 ----- as proposed to be utilized by him in the Project Land in the said project and the Allottee/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only.

3.4 The Promoter shall maintain a separate bank account for this project in the -----
----- **Bank**, ----- **Branch**, bearing **Account No.** ----- and all the sums received by the Promoter from the Allottee/s as advance, deposit or consideration of the said Apartment will be deposited in the said account. The Promoter shall abide and observe the rules of RERA-2016 relating to withdrawal of amount from the separate account maintained in ----- Bank at ----- Branch, Pune.

3.5 The Promoter further agree that after construction of the building and obtaining the Occupancy Certificate, the Co-operative Housing Society of the Allottee/s will be formed at the cost and expenses of the Allottee/s by virtue of this Agreement, the Allottee/s shall become a member of the said Co-operative Housing Society.

3.6 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s, the Promoter agree to pay to the Allottee/s, who does not intend to withdraw from the project, Interest at the highest lending rate of State Bank of India plus 2% per annum, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession.

3.7 After completion of the construction of the said building/s on the said Project Land and after the Promoter have received the purchase price of all the Apartments and all other amounts payable by the Allottee/s thereof under their respective agreements, the Promoter shall, unless it is otherwise agreed to by and between the parties hereto, within four (4) months of the registration of the Association of Apartment Owners/Society/Limited Company as aforesaid, cause all the right, title and interest of the Promoter in the said Project Land together with the building thereon to be transferred to the Association of Apartment Owners/Society/Limited Company by obtaining or executing the necessary Deed of Conveyance or Deed of Apartment of the said Project Land (or to the extent as may be permitted by the authorities) in favour of the Association of Apartment Owners/Society/Limited Company as the case may be and such Deed of Conveyance or Deed of Apartment shall be in accordance with the terms, conditions and provisions of the present agreement.

3.8 If within a period of Three (3) Years from the date of handing over possession of the said Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said Apartment or the building/s in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects or unauthorized changes shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects or unauthorized changes,

then the Allottee/s shall be entitled to receive from the Promoter reasonable compensation for such defect or change, in the manner as provided in the RERA-2016

3.9 After the Promoter executes this Agreement Promoter shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has/have taken or agreed to take such Apartment.

3.10 All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said building 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 shall be obtained by following due process so far as 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 and common areas;

3.11 The Promoter has the right to enter in to this Agreement and has not committed or omitted to perform any act or thing, where by the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

3.12 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 Apartment, which will, in any manner, affect the rights of Allottee/s under this Agreement;

4) DECLARATION OF THE PROMOTER AND CONSENT OF THE ALLOTTEE/S :

4.1 The Promoter hereby declare, categorically inform and disclose to the Allottee/s as under with regard to the present project: —

(i) That the total Floor Space Index (FSI) available on the said Project Land is 856.82 sq. mtrs.,

(ii) That the total Transferable Development Rights (TDR) available on the said Project Land is NIL sq. mtrs.,

(iii) That the Promoter shall utilize and consume the aforesaid FSI/TDR as also all other direct and/or indirect benefits available on the said plot as also directly and/or indirectly attached to the said Project Land in accordance with the layout plan, building rules and Development Control Regulations.

(iv) The details of the proposed building/s on the said Project Land would consist of 1 No. of building having, stilt and ground plus 4 upper floors as per the building plans prepared by the Promoter.

(v) Presently, the building plans are sanctioned for 856.82 sq. mtrs. of FSI/TDR consisting of Ground plus 4 floors. The sanction of further plans shall be obtained in due course. The aforesaid plans are shown to the Allottee/s.

4.2 The Allottee/s hereby declare, categorically state and confirm as under :-

- (a) The Allottee/s is/are specifically informed by the Promoter about the total consumption (i.e. the quantum) of FSI, TDR and other benefits available on the said Project Land as declared by the Promoter.
- (b) The Allottee/s has/have a clear idea as to the potential of the construction on the said Project Land as of today and in the future. There has been a full and complete disclosure of the entire project by the Promoter to the Allottee/s.
- (c) The Allottee/s hereby give his/her/their specific, implied and informed consent to the Promoter, that the Promoter would be fully entitled to use, consume and utilize the FSI, TDR and other benefits on the said Project Land as declared in the Sub-Para (a) above without any objection or claim or recourse or further reference to the Allottee/s.
- (d) The Allottee/s is/are aware that the Promoter has not used the total available FSI on the said Project Land for construction of the building and in future the Promoter shall be entitled to utilize the balance FSI for construction of Residential/Commercial Units by making additional floors on the existing building.
- (e) The Allottee/s agree/s and authorize the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake not to object/demand/direct the Promoter to adjust this payments in any manner.

5) OBLIGATIONS OF THE ALLOTTEE/S :

5.1 The Allottee/s, himself/herself/themselves with the intention to bind himself/herself/themselves and all persons into whomsoever hands over the said Apartment shall come and his/her/their respective successors-in-title do and each of them doth hereby covenant with Promoter as follows : —

- (a) The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used for the purpose of residence/commercial or any other lawful purpose for which it has/have been allotted. The Allottee/s hereby undertake not to carry on any illegal activity/business/profession in the said Apartment agreed to be purchased and further agree and undertake that he/she/they himself/herself/themselves or through his/her/their respective nominees/tenants/occupiers shall not carry on any such activity/business/ profession which may illegal/anti-social/anti-national etc. or which may tarnish the reputation of the Promoter and cause a nuisance to neighboring Apartment holders. It is understood that in the event of the Allottee/s carrying on any such illegal business/s/activities/profession in the said Apartment whether directly or indirectly through his/her/their respective agent or tenant, the Promoter shall be entitled to cancel this Agreement in the interest of public, peace and tranquility and have the Allottee/s evicted from the said Apartment.
- (b) The Allottee/s further agree/s and accept that from the date of the said Apartment being ready for possession, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in the proportion to the floor area of the accommodation) of all outgoings in respect of the said Project Land, the said Apartment and the said building/s viz. Local taxes, betterment charges or such other levies demanded by the concerned local authorities and/or the Government Authorities and the maintenance charges in respect of common amenities.

(c) After a notice of one week notice in writing given by the Promoter to the Allottee/s that the said Apartment is ready for use and occupation, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Apartment) of outgoings in respect of the said Apartment/building, namely local taxes, betterment charges or such other levies by the concerned local authorities and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Project Land, building and Apartment. Until the Society or Limited Company or Association of Apartment Owners is formed and the said Project Land and building are transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of out goings as may be determined. The Allottee/s further agree/s that till the Allottee/s share is/are so determined, the Allottee/s shall pay the Promoter provisional yearly contributions of Rs. _____/- per month towards the said outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and shall remain with the Promoter until a Conveyance/Assignment of Lease is executed in favour of the Association of Apartment Owners/Society/Limited Company as aforesaid. Subject to the provisions of section 6 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1964 (“**MOFA**”) and the Real Estate (Regulation & Development) Act, 2016 (“**RERA**”), on such Conveyance/Assignment of Lease being executed, the aforesaid deposits (less deductions provided for under this Agreement) shall be paid by the Promoter to the Association of Apartment Owners/Society/Limited Company, as the case may be. Unless the Allottee/s has/have deposited with the Promoter an amount of Rs. _____/- by way of provisional deposit, for the initial period from the date of the said Apartment being ready for possession, towards the aforesaid outgoings, the Promoter shall not be bound to hand over possession of the said Apartment to the Allottee/s. It is clearly understood that the aforesaid initial deposit does not include the dues for the electricity bills of the said Apartment the Allottee/s. The Allottee/s shall be liable to pay the electricity bills of his/her/their individual meters separately. It is understood that the Promoter shall themselves look after the maintenance of the said Project Land and Building there of initially for Six (6) months from the date of completion of the building/s and apply the said provisional deposit towards expenses on this account. If it is found that the said provisional deposit is not adequate or it is likely to be diminished very soon, the Promoter shall have the right to demand payment of an additional deposit from the Allottee/s, and the Allottee/s hereby agree to meet such requisition immediately without any protest. However, as soon as possible the Promoter shall form an Ad Hoc Committee of the Allottee/s to which an account of the expenses so incurred as per this Agreement shall be handed over, together with the surplus, if any. The said Ad Hoc Committee thereafter shall be responsible for looking after the said Project Land and operation of the bank account till the formation of a registered Co-operative Society/Association of Apartment Owners/Limited Company, as the case may be. Thereafter, it is for the selected body of the managing committee of the Society or the Association of the Apartment Owners or the Limited Company to decide the monthly quantum contributions towards maintenance charges, etc.,

(d) To maintain the said Apartment at the Allottee/s cost in a good and tenantable condition from the date of possession of the said Apartment being given to him/her/them and shall not do or allow or suffer to be done anything in and or to the staircase or any passage or compound wall of the said building/s or any part of the said building/s in which the said Apartment is situated which may be against the rules, regulations or bye-laws of the concerned local authorities or any other authorities or change, alter or make an addition in and/or to the said building/s in which the said Apartment is situated.

(e) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said building/s in which the said Apartment is situated or storing of which goods is objected by the concerned local authorities or other authorities and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passage, lift or any other structure of the said building/s in which the said Apartment is situated including entrances of the said building/s and in case of any damage caused to the said building/s on account of negligence or default on account of the Allottee/s, the Allottee/s shall be liable to pay or make good the damage incurred or caused due to the default of the Allottee/s whatsoever.

(f) To carry out at his/her/their own cost and expenses, all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which he/she/they was delivered by the Promoter to the Allottee/s and in tenantable repair and not do or allow or suffer to be done anything in the said Apartment or to the said building/s in which the said Apartment is situated, or carry out any repairs and changes in the said Apartment which may be forbidden by the rules and regulations and bye-laws of the concerned local authorities or other public authorities which may endanger the other Apartment above or below the said Apartment. In the event of the Allottee/s committing any act in contravention of the above provisions, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authorities and/or public authorities.

(g) Not to demolish or cause to be demolished the said Apartment or any part thereof, or at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof or make any alteration in the elevation and outside color scheme of building in which the said Apartment is situated and shall keep the said Apartment, sewers, drains, pipes in the said Apartment and appurtenances thereto in good and tenantable condition so as to support, shelter and protect other parts of the said building/s in which the said Apartment is situated and not in any other manner damage columns, beams, walls, slabs or RCC parts or other permanent structures in the said Apartment without prior written permission of the Promoter and/or Association of Apartment Owners or Society or the Limited Company or the Local Authorities, as the case maybe.

(h) 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 Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect to the insurance.

- (i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Project Land and the said building in which the said Apartment is situated.
- (j) Pay the Promoter within Seven (7) days of demand by the Promoter, his/her/their share of Security Deposit demanded by the concerned local authorities or Government for giving water, electricity or any other service connections to the said building in which the said Apartment is situated.
- (k) To bear and pay the increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned Local authorities, and/or Government and/or other Public Authorities on account of change of user of the said Apartment by the Allottee/s or otherwise.
- (l) The Allottee/s shall not let, sublet, transfer, assign or part with Allottee's interest or benefit under this Agreement or of the said Apartment or part with the possession of the said Apartment or any part thereof until all the dues payable to the Promoter under this Agreement are fully paid by the Allottee/s and only if the Allottee/s has/have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have obtained specific permission in writing from the Promoter for such purpose. Such transfer shall be only in favour of such Transferee as may be approved by the Promoter and not otherwise.
- (m) Till the Deed of Conveyance or Deed of Assignment of the said Project Land along with the said building/s in which the said Apartment is situated, is executed, the Allottee/s shall permit the Promoter and its Surveyors and Agents with or without workmen and others at all reasonable times, to enter into and upon the said Project Land and the said building/s or any part thereof to view and examine the state and conditions thereof or to repair and remove any disrepair.

5.2 The Allottee/s hereby declare that he/she/they has/have respectively gone through the Agreement and all the documents related to the said Project Land and the said Apartment purchased by the Allottee/s and has/have expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied and has/have entered into this Agreement.

6) VARIATION IN THE CARPET AREA OF THE APARTMENT :

The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, 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 the Promoter shall refund the excess money paid by Allottee/s within forty-five days. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 (a) of this Agreement.

7) POSSESSION OF THE SAID APARTMENT :

7.1 The Promoter will give possession of the said Apartment to the Allottee/s on or before ----- (**“the prescribed date”**). The Allottee/s hereby agree/s that if the possession is delayed due to: —

(i) reasons beyond the control of the Promoter as provided under Section 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1964 (**“MOFA”**), by the aforesaid dates/s; or

(ii) non-availability of steel and/or cement or any such building material or by reason of war, civil commotion or any act of God or any prohibitory order of any court against development of the said plot; or

(iii) any notices, orders, rules or notification of the Government and/or other public or competent authority; or

(iv) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or

(v) delay in grant of any NOC/permission/license/connection for installation of any services, such as lifts, electricity and water connections and meters to the Apartment/project/Apartment/road or completion certificate from the appropriate authority; or

(vi) In case of delay or default in payment of dues by the Allottee/s under these presents (without prejudice to the right of the Promoter to terminate this agreement under clause 2 (c) as mentioned hereinabove), the period of possession will automatically stand extended.

7.2 It is agreed between the Parties that the time is an essence of the Agreement. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the Association of the Allottee/s after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter.

7.3 The Allottee/s shall take possession of the said Apartment from the Promoter upon receiving written intimation that the said Apartment is ready for use and occupation upon payment of the balance consideration amount and other amounts payable under this Agreement, within fifteen (15) days or as mutually extended period, by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession to the Allottee/s. In case the Allottee/s fails to take possession within prescribed time, such Allottee/s shall be liable to pay the maintenance charges as applicable from the date of such intimation by the Promoter.

7.4 The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for the purpose of Residence/Commercial use.

8) DEFAULT BY THE ALLOTTEE/S :

Without prejudice to the right of the Promoter to charge interest, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes

levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoter shall at its own option, may terminate this Agreement by giving Fifteen (15) days prior notice in writing. On termination of this Agreement, the Promoter shall refund the Allottee/s the installments paid towards the consideration within Six (6) months from the date of termination. However, the Promoter shall not be liable to pay any interest on the amount so refunded. Further, the Promoter shall not be liable to reimburse the Allottee/s any Government Charges such as Stamp Duty, Registration Charges etc., upon the termination of this Agreement, under this clause, the Promoter shall be at liberty to sell the said Apartment to any other person/s of its choice and at such price as the Promoter may deem fit and the Allottee/s shall not object to the same.

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

9) DEFAULT BY THE PROMOTER TO GIVE POSSESSION OF APARTMENT :

If the Promoter fail or neglect to give possession of the said Apartment to the Allottee/s by the prescribed date on account of reasons beyond its control and of its agents as per the provisions of section 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1964 (“MOFA”), then the Promoter shall be liable on demand made by the Allottee/s, to refund the amounts already received by the Promoter in respect of the said Apartment with interest at the highest lending rate of State Bank of India plus 2% per annum, from the date of the Promoter receiving the sum till the date the amounts and interest thereon is repaid. Till the entire amount and interest thereon is refunded by the Promoter to the Allottee/s, the Allottee/s shall, subject to prior encumbrances, if any, have charge on the said Apartment.

10) BODY OF THE ALLOTTEE/S :

10.1 The Allottee/s along with the other Allottee/s of Apartments in the building/s shall together form and register an Association of Apartment Owners or a Society or a Limited Company (sole option being with the Promoter herein) as may be decided by the Promoter to be known by such name as the Promoter may decide and which will be approved by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be, or any other Competent Authority and for this purpose also, from time to time, sign and execute, the application for registration and for membership and other papers and documents necessary for formation and registration of the Association of Apartment Owners/Society/Limited Company and for becoming a member, including adoption of the

bye-laws of the proposed society and shall duly fill in, sign and return it to the Promoter within seven (7) days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the organization of the Allottee/s, under Section 10 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1964 (“MOFA”) and rules made thereunder. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the Registrar of Co-operative societies or the Registrar of Companies as the case may be or any other competent authority.

10.2 The Promoter shall, 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 Promoter/Lessor/Original Owner and/or the owners in the said Project Land and the structure of the Building/s or wing/s in which the said Apartment is situated.

10.3 The Allottee/s shall observe and perform all the rules and regulations which the Association of Apartment Owners/Society/Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building/s and the said Apartment therein and for the observance and performance of the building rules, regulations and bye-laws for the time being in force of the concerned local authorities and Government and other public bodies. The Allottee/s shall also observe all the stipulations and conditions laid down by the Association of Apartment Owners/ Society/Limited Company regarding the occupation and use of the said Apartment in the building/s and shall contribute and pay regularly and punctually all the taxes, expenses and other outgoings due and payable by him/her/them in accordance with the terms of the agreement.

10.4 At the time of registration of Conveyance or Lease of the Project Land and structure of the building or wing of the building the Allottee/s shall pay to the Promoter, the Allottee/s 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 said Project Land and structure of the said Building/Wing of the building.

11) LIMITED GRANT IN FAVOUR OF THE ALLOTTEE/S :

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said Project Land or of the said building or any part of thereof. The Allottee/s shall has/have no claim, save and except in respect of the particular said Apartment. The remaining portion of the said Project Land, property, other unsold Residential/Commercial Units, common areas, etc. shall be the property of the Promoter until the whole of the said Project Land and or any part thereof with the said building/s constructed thereon is transferred to the Association of Apartment Owners/Co-operative Society/Limited Company as mentioned herein.

12) DELAY :

Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or extension of time to the Allottee/s by the Promoter shall not be construed as a waiver or acquiescence on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s and shall not in any manner prejudice the rights of the Promoter.

13) Cancellation :

1. The Promoter upon the request of the Allottee/s if upon cancellation of the unit shall pay back to the Allottee/s the whole principle amount without any cancellation charges.
2. The Allottee/s shall be liable to receive a payout of 20% interest for every 6 months till the day of cancellation of the Apartment.
3. Upon cancellation of the Residential/Commercial Unit and receiving the above said payout the Allottee/s shall has/have no respective rights on the said Apartment and the Apartment will be returned back to the Promoter for further sale.

14) NOTICES :

All notices to be served on the Allottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s by pre-paid post under certificate at his/her/their addresses specified against his/her/their name above and or e-mail provided by the Allottee/s at the time of booking or SMS.

15) GOVERNMENT LEVIES :

All out of pocket costs, charges and expenses including the Stamp Duty and Registration Charges of and incidental to this Agreement, Service Tax, Value Added Tax, Local Body Tax, GST and all other Government levies shall be borne and paid by the Allottee/s alone. If due to any changes in Government Policy and by virtue of the same any additional Stamp Duty, Registration Charges and/or any other taxes/rates are levied the same shall also be paid by the Allottee/s alone.

16) REGISTRATION OF THIS AGREEMENT:

The Allottee/s and/or the Promoter shall present this Agreement at the proper registration office for registration within 15 days from the date of execution of this Agreement as prescribed by the Registration Act and the parties hereto shall attend such office and admit execution thereof. The Allottee/s shall bear all the charges and cost of stamp duty and registration charges and legal fees and all other incidental charges for registration of this Agreement.

17) NOTICES :

17.1 That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post AD and notified E-mail ID/Under Certificate of Posting at his/her/their addresses specified below:

1.	Name of Allottee/s	
	Address of Allottee/s	
	Notified Mobile No. & E-mail ID of the Allottee/s	
2.	Name of Promoter	M/s. Shreeganesha Developers
	Address of Promoter	Shop No. 06, Panchwati Complex, S.No. 84/7A+3B, Hadapsar, Pune : 411028.
	Notified E-mail ID of Promoter	

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

18) APPLICABILITY OF ACT :

This Agreement shall always be subject to the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1964 (“MOFA”) and the Real Estate (Regulation & Development) Act, 2016, (**RERA**) and the rules made thereunder and also subject to all other applicable laws and the Courts of Pune District, will have jurisdiction for this Agreement.

19) RECITALS :

The afore said recitals shall for man integral part of this Agreement.

20) DISPUTE RESOLUTION :

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Real Estate (Regulation & Development) Act, 2016, (**RERA**), Rules and Regulations, thereunder.

THIRD SCHEDULE
THE LIST OF INTERNAL AMENITIES:

FIRST SCHEDULE I

(Being the description of the Project land).

that piece or parcel of Plot of Land bearing Plot No. 30, totally admeasuring about 00 Hectare 04.89 Ares, (i.e. about 489 Sq. mtrs.), assessed at Rs. 00 Paise 03, from out Gat No. 436 (Corresponding it's Old S.No. 8), situate at Village Kadamwak Wasti, Taluka Haveli, District Pune, situate within the Registration District of Pune, Registration Sub-District of Taluka Haveli, situate within the Revenue limits of Tahasil Haveli and situate within the limits of Zillha Parishad Pune, Taluka Panchayat Samiti Haveli, and Grampanchayat Kadamwak Wasti, Pune and which Plot of Land is bounded as under :

On or towards the East : By 25 Feet Road,
On or towards the South : By 30 Feet Road,
On or towards the West : By Plot No. 32,
On or towards the North : By Plot No. 31.

Along with all interest, right, title attached to the said Plot of Land/s together with water, trees, etc. attached to the said Plot of Land/s embedded therein.

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

M/s. Shreeganesha Developers
Through it's Partner/s

1) Mr. Tukaram Limbaji Kambale

2) Mr. Tushar Dattatraya Gaikwad
the Promoter

1) Mr. -----

2) Mr. -----
the Allottee/s

A-1) Smt. Giriligamma Mahadev Chawadi

2) Mr. Sahebu Mahadev Chawadi

3) Mr. Ramesh Mahadev Chawadi

4) Mr. Shrinivas Mahadev Chawadi

(All No. 1 to 4 as a Legal Heirs of
Late Mr. Mahadev Sayanna Chawadi)

B) Mrs. Bhimabi Rajendra Bhandari

C) Paramanna Yallappa Dudde (Dhangar)

through her/his/their Power of Attorney Holder/s

M/s. Shreeganesha Developers

Through it's Partner/s

1) Mr. Tukaram Limbaji Kambale

2) Mr. Tushar Dattatraya Gaikwad
the Land Owners/the Consenting Parties

Witnesses :-

- 1)
Signature :-
Name :-
Address :-
- 2)
Signature :-
Name :-
Address :-

**SCHEDULE ‘A’
DESCRIPTION OF THE APARTMENT AND THE PARKING**

All that constructed portion being a Residential Unit bearing Flat No. -----, admeasuring about ----- sq. mtrs., Carpet, alongwith Enclosed Balcony admeasuring about ----- sq. mtrs., Carpet, alongwith attached terrace admeasuring about ----- sq. mtrs., Carpet, situate on the ----- Floor of Building named and styled as “-----” then being constructed on all those pieces or parcels of Plot of Land/s collectively admeasuring about 00 Hectare 50 Ares, from out of A) S.No. 13, Hissa No. 5/2, totally admeasuring about 00 Hectare 31 Ares, assessed at Rs. 00 Paise 37, and B) all those pieces or parcels of Plot of Lands totally admeasuring 00 Hectare 19 Ares from out of various Plot of Lands bearing B-a) all that piece or parcel of land admeasuring about 00 Hectare 5.50 Ares, from out of S.No. 13, Hissa No. 6/1/1, totally admeasuring about 00 Hectare 13 Ares, assessed at Rs. 00 Paise 05, B-b) S.No. 13, Hissa No. 6/2/1, totally admeasuring about 00 Hectare 04 Ares, assessed at Rs. 00 Paise 04, B-c) S.No. 13, Hissa No. 6/3/2, totally admeasuring about 00 Hectare 05 Ares, assessed at Rs. 00 Paise 02, and B-d) S.No. 13, Hissa No. 6/4/1, totally admeasuring about 00 Hectare 04.50 Ares, assessed at Rs. 00 Paise 01, situate at Village Yewalewadi, Taluka Haveli, District Pune, situate within the registration District of Pune, situate within the Registration sub District of Taluka Haveli No. I to XXVI situate within the revenue limits of Tahasil Pune City and situate within the limits of Pune Municipal Corporation, Pune.

ANNEXURE – A
TITLE CERTIFICATE AND SEARCH REPORT

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the Project Land).

ANNEXURE –C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(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)

ANNEXURE -D

(Authenticated copies of the plans of the Apartment agreed to be purchased by the Allottee/s as approved by the concerned local authority)

ANNEXURE – E

(Specification and amenities for the Apartment)

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

ANNEXURE–G

(Copy of the Non-Agricultural permission u/s 44 of MRTP Act 1966)