

DRAFT Agreement REARA

Dopodi sir → Green park



:- : SHRI. GAJANAN PRASANNA :-
AGREEMENT FOR SALE

This Agreement For Sale is made at Pune on this ----th day of ----- in the year Two Thousand -----.

BETWEEN

M/S. SHREE GANESH CONSTRUCTIONS

A Proprietary firm,

through its proprietor

MR. SANTOSH MAHADEV ATOLE

Age:- 35 years, Occ: Business

Pan No. **AENPA 7870 H**

Aadhar No. 5105-1305-4683

R/at:- Survey No. 81, Chaitraban Society,

New Sangvi, Pune – 411027.

Hereinafter referred to as "the Promoter " (which expression shall unless repugnant to the context or meaning thereof shall mean and include all its present and future partners, all their legal heirs, successors, legal representatives, nominees, legatees, executors, administrators and assignees etc.)

... PARTY OF THE FIRST PART.

AND

1. MR./MRS.-----

Age: - ---- years, Occ:- Service/Business

Pan No. -----

Aadhar No. -----

1. MR./MRS.-----

Age: - ---- years, Occ:- Service/Business

Pan No. -----

Aadhar No. -----

Both R/at:- -----

Hereinafter referred to as "the Purchaser/s / Allottee/s" (which expression shall unless repugnant to the context or meaning there of shall mean and include himself/herself/themselves, all his/her/their legal heirs, executors, administrators and assignees etc.)

...PARTY OF THE SECOND PART.

AND

1. MR. ASHOK VISHNU GADUTE Age : 55 Years, Occ: Business, **2. MR. SANGITA ASHOK GADUTE** Age : 55 Years, Occ: Housewife, **3. MR. NIKHIL ASHOK GADUTE** Age : 26 Years, Occ: Student, **4. MR. SWAPNIL ASHOK GADUTE** Age : 21 Years, Occ: Student, **5. MS. ANKITA ASHOK GADUTE** Age : 17 Years, Occ: Student, being minor through her natural guardian Mr. Ashok Vishnu Gadute, **6. MR. RAJENDRA VISHNU GADUTE** Age : 51 Years, Occ: Business, No. 1 to 6 all R/at: Gadute Chowli, Dapodi Pune – 411012, **7. SMT. SHANTABAI PRAKASH BAHIRAT** Age : 66 Years, Occ: Housewife R/at: House No. 85, Near New Chavan Cycle Mart, Bopodi Pune – 411020.

8. **SMT. KANTABAI SURESH PAWAR** Age : 60 Years, Occ: Housewife R/at: Pawar Wasti, Bhivadi, Taluka – Purandar, District – Pune – 411301. 9. **MR. SUBHASH RAVSAHEB GADUTE** Age : 67 Years, Occ: Business, 10. **MRS. KANTA SUBHASH GADUTE** Age : 54 Years, Occ: Housewife, 11. **MR. SANJAY SUBHASH GADUTE** Age : 47 Years, Occ: Business, 12. **MRS. UMA SANJAY GADUTE** Age : 41 Years, Occ: Housewife, 13. **MS. ANUJA SANJAY GADUTE** Age : 17 Years, Occ: Student, 14. **MR. CHIRAG SANJAY GADUTE** Age : 16 Years, Occ: Student, No. 13 & 14 being minor through their natural guardian Mr. Sanjay Subhash Gadute 15. **MR. SHAILESH SUBHASH GADUTE** Age : 38 Years, Occ: Business, 16. **MRS. PALLAVI SHAILESH GADUTE** Age : 33 Years, Occ: Housewife, 17. **MR. SIDDHESH SHAILESH GADUTE** Age : 07 Years, Occ: Student, No. 17 being minor through his natural guardian Mr. Shailesh Subhash Gadute, No. 9 to 17 all R/at: 287 Gadute Wada, Near Mahadev Mandir, Dapodi Pune – 411012, 18. **MRS. URMILA BALASAHEB NAVALE** Age : 45 Years, Occ: Housewife, R/at: 256/2, Amruta Smruti, Pimple Gurav, Pune – 411027, 19. **MRS. JYOTSNA PRAVIN THORAT** Age : 43 Years, Occ: Housewife, R/at: Flat No. 75, Sagar Heights, Pune – Mumbai Road, Kasarwadi Pune – 411034, 20. **MRS. TRISHALA CHETAN GOGAWALE** Age : 40 Years, Occ: Housewife, R/at: House No. 611, Govind Halwai Chowk, Ganesh Peth, Pune – 411002, 21. **SMT. KALAWATI RAVSAHEB GADUTE** Age : 85 Years, Occ: Housewife, R/at: 286 Gadute Chowl, Dapodi Pune – 411012, 22. **SMT. UJWALLA SHAMRAO GADUTE** Age : 54 Years, Occ: Housewife, 23. **MR. SANDEEP SHAMRAO GADUTE** Age : 40 Years, Occ: Service, 24. **MRS. DEEPA SANDEEP GADUTE** Age : 35 Years, Occ: Housewife, 25. **MS. DURVIKA SANDEEP GADUTE** Age : 08 Years, Occ: Student, No. 25 being minor through her natural guardian Mr. Sandeep Shamrao Gadute No. 22 to 25 all R/at: Flat No. 4, Kala Gaurav Complex, Pimple Gurav Road, Dapodi Pune – 411012, 26. **MR. NILESH SHAMRAO GADUTE** Age : 36 Years, Occ: Business, 27. **MRS. SUVARNA NILESH GADUTE** Age : 33 Years, Occ: Housewife, 28. **MS. TANISKA NILESH GADUTE** Age : 10 Years, Occ: Student, 29. **MR. RUDRA NILESH GADUTE** Age : 03 Years, Occ: Student, No. 28 & 29 being minor through their natural guardian Mr. Nilesh Shamrao Gadute No 26 to 29 all R/at: 286, Gadute Chowl, Dapodi Pune – 411012, 30. **MRS. ULKA SHARAD MURHE** Age : 43 Years, Occ: Housewife, R/at: Tingrenagar, Vishrantwadi, Pune – 411015. No. 1 to 30 through their constituted Power of Attorney Holder...

M/S. SHREE GANESH CONSTRUCTIONS

A Proprietary firm,

through its proprietor

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Age:- 35 years, Occ: Business

Pan No. AENPA 7870 H

Aadhar No. 5105-1305-4683

R/at:- Survey No. 81, Chaitraban Society,

New Sangvi, Pune – 411027.

Hereinafter referred to as "the Consenting Party" (which expression shall unless repugnant to the context or meaning there of shall mean and include himself/herself/themselves, all his/her/their legal heirs, executors, administrators and assignees etc.)

...PARTY OF THE THIRD PART.

WHEREAS the Promoter is the occupier and absolutely entitled of the property consisting of land admeasuring area 00 Hectare 28 Aar plus pot kharab area 00 H. 14 Aar totally admeasuring area 00 H. 42 Aar assessed at 01 Rupees 75 Paise, bearing Survey No. 9 Hissa No. 3A, corresponding City Survey No. 1884 of revenue village 'Dapodi' Taluka – Haveli, District – Pune, within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli, Pune, and which is hereinafter for the sake of brevity referred to the “the said property”

AND WHEREAS all that piece and parcel of immovable property consisting of land admeasuring area 00 H. 79 Aar bearing Survey No. 9 Hissa No. 3 of village Dapodi, Taluka – Haveli, District – Pune, was owned and occupied by Mr. Mahadu Rama Gadute, as his ancestral property and his name was mutated on village form 7/12 extract as the owner and occupant thereof.

AND WHEREAS the said land owners i.e. Mr. Mahadu Rama Gadute together with 1. Smt. Laxmibai Babu Gadute 2. Mr. Vishnu Mahadu Gadute 3. Mr. Raosaheb Baburao Gadute by executing indenture of sale deed dated 21/06/1948 had sold land admeasuring area 00 H. 37 Aar carved out of their holding from Survey No. 9 Hissa No. 3 of village Dapodi, Taluka – Haveli, District – Pune, unto and in favour of 1. Mr. Jagannath Giridharilal Maheshwari & 2. Mr. Jethmal Mohanlal Khiwasara, which indenture of sale deed was duly registered in the office of Sub-Registrar Haveli Pune under registration serial No. 710/1948, since then said purchasers were in possession of the said 00 H. 37 Aar land and their names were mutated on village form 7/12 extract vide mutation entry No. 842 as the owner and occupant thereof, and by the said mutation entry original survey number 9 hissa number 3 was sub divided and new survey number was formed bearing Survey No. 9 Hissa No. 3A admeasuring area 00 H. 42 Aar to which name of Mr. Mahadu Rama Gadute was mutated vide mutation entry No. 842 as the owner and occupant thereof.

AND WHEREAS said land owner i.e. Mr. Mahadu Rama Gadute died intestate on 10th November 1957 leaving behind him Mr. Vishnu Mahadu Gadute (predeceased son) through his legal heirs a) Mr. Ashok Vishnu Gadute b) Mr. Rajendra Vishnu Gadute c) Mrs. Shantabai Prakash Bahirat d) Mrs. Kantabai Suresh Pawar as the only legal to succeed his property, that the property hold by Mr. Mahadu Rama Gadute was ancestral property and Mr. Babu Rama Gadute was the elder brother of Mr. Mahadu Rama Gadute who died in 1932 leaving behind him Mr. Raosaheb Baburao Gadute (deceased son) through his legal heirs a) Mr. Subhash Raosaheb Gadute b) Mr. Shamrao Raosaheb Gadute c) Smt. Kalawati Raosaheb Gadute as the only legal heirs to succeed his property, and the names of aforesaid all legal heirs were mutated on village form 7/12 extract vide mutation entry Nos. 1479, 1520, 2086 & 3985 as the owners and occupants thereof.

AND WHEREAS aforesaid legal heirs of Late Mahadu Rama Gadute together with their family members i.e. 1. MR. ASHOK VISHNU GADUTE 2. MR. SANGITA ASHOK GADUTE 3. MR. NIKHIL ASHOK GADUTE 4. MR. SWAPNIL ASHOK GADUTE 5. MS. ANKITA ASHOK GADUTE, being minor through her natural guardian Mr. Ashok Vishnu Gadute, 6. MR. RAJENDRA VISHNU GADUTE 7. SMT. SHANTABAI PRAKASH BAHIRAT 8. SMT. KANTABAI SURESH PAWAR 9. MR. SUBHASH RAVSAHEB GADUTE 10. MRS. KANTA SUBHASH GADUTE 11. MR. SANJAY SUBHASH GADUTE 12. MRS. UMA SANJAY GADUTE 13. MS. ANUJA SANJAY GADUTE 14. MR. CHIRAG SANJAY GADUTE No. 13 & 14 being minor through their natural guardian Mr. Sanjay Subhash Gadute 15. MR. SHAILESH SUBHASH GADUTE 16. MRS. PALLAVI SHAILESH GADUTE 17. MR. SIDDHESH SHAILESH GADUTE No. 17 being minor through his natural guardian Mr. Shailesh Subhash Gadute, 18. MRS. URMILA BALASAHEB NAVALE 19. MRS. JYOTSNA PRAVIN THORAT 20. MRS. TRISHALA CHETAN GOGAWALE 21. SMT. KALAWATI RAVSAHEB GADUTE 22. SMT. UJWALLA SHAMRAO GADUTE 23. MR. SANDEEP SHAMRAO GADUTE 24. MRS. DEEPA SANDEEP GADUTE 25. MS. DURVIKA SANDEEP GADUTE No. 25 being minor through her natural guardian Mr. Sandeep Shamrao Gadute 26. MR. NILESH SHAMRAO GADUTE 27. MRS. SUVARNA NILESH GADUTE 28. MS. TANISKA NILESH GADUTE 29. MR. RUDRA NILESH GADUTE No. 28 & 29 being minor through their natural guardian Mr. Nilesh Shamrao Gadute 30. MRS. ULKA SHARAD MURHE i.e. consenting party herein with an view to develop the said land by executing indenture of development agreement dated 02/08/2017 had assigned all their respective development right in respect of land admeasuring area 00 H. 42 Aar bearing Survey No. 9 Hissa No. 3A, corresponding City Survey No. 1884 of village Dapodi, Taluka Haveli, District – Pune, unto and in favour of M/s. Shree Ganesh Constructions a proprietary firm through its proprietor Mr. Santosh Mahadev Atole, which indenture of development agreement was duly registered in the office of Sub-Registrar Haveli No. 08 Pune, under registration serial No. 7649/2017 dated 03/08/2017, simultaneously with the execution of development agreement said land owners had executed indenture of power of attorney dated 02/08/2017 unto and in favour of M/s. Shree Ganesh Constructions a proprietary firm through its proprietor Mr. Santosh Mahadev Atole, which indenture of power of attorney was duly registered in the office of Sub-Registrar Haveli No. 08 Pune, under registration serial No. 7650/2017 dated 03/08/2017, since then M/s. Shree Ganesh Constructions a proprietary firm through its proprietor Mr. Santosh Mahadev Atole, i.e. promoter herein was in peaceful possession of the said land and have got each and every right to develop the said land.

AND WHEREAS in the aforesaid circumstances the Promoter is the entitled of and otherwise well and sufficiently seized and possessed of to the said land more particularly described in the First Schedule hereunder written and hereinafter referred to as “the said land” and the Promoter herein are entitled to develop the same.

AND WHEREAS the Promoter herein have appointed M/s. S. K. Associates having its office at 203 P.J. Chambers, Pimpri Pune – 411018 as its Architect and MR. G. A. Bhilare Construction Pvt. Ltd. as its Structural Engineer for the preparation of the drawings and structural design of the building/s which is/are under construction on the said land and have agreed to accept their professional services and supervision. The Promoter herein has reserved right to change aforesaid Architects and Engineers before the completion of the building/s.

AND WHEREAS the Promoter has obtained the following permissions and sanctions from various authorities for the development of the said land and the same are enumerated hereunder:-

The Pimpri Chinchwad Municipal Corporation has sanctioned the layout and building plans in respect of the building/s to be constructed on the said land and have issued the necessary Commencement Certificate bearing No. **BP/LAYOUT/DAPODI/02/2019** dated 08/03/2019.

The Sub-Divisional Officer Haveli, District-Pune vide its Order No. -----, dated ----- has permitted the non agricultural use of the said land.

AND WHEREAS in light of the aforesaid transactions, the Promoter herein have absolute authority to obtain revised sanction to the building layout, building plans and to develop the said land by constructing multistoried buildings thereon and have absolute right to sell, lease, mortgage, etc. the flats, apartments, showrooms, shops, offices, premises, tenements in the building which is/are under construction or to be constructed on the said land and further have absolute authority and right to allot exclusive right to use terraces, reserved / restricted areas, space for advertisements on the terrace of the building, etc. in the buildings, which is/are under construction or to be constructed on the said land by the Promoter and to enter into agreements with the Purchasers, Mortgagees, lessees, etc. and to receive sell price and deposit and other charges in respect thereof.

AND WHEREAS the Promoter herein have commenced the development of the said land by constructing building thereon having residential usage and the project is to be known as "**GREEN PARK**". Pursuant to the coming into force of the Real Estate (Regulation and Development) Act, 2016, the Promoter have having parking plus 10 (ten) floors having residential tenements therein being developed on the portion as shown in the plan annexed hereto.

AND WHEREAS the Promoter have disclosed at present the building is sanctioned as Parking plus Ten floors, the Promoter have also disclosed to the Purchaser/s that they would form and register a one Co-operative Housing Society under the provisions of the Maharashtra Co-operative Societies Act, 1960 read with the rules for the entire project, and that all the tenement holders in the said building would be members of the said society.

AND WHEREAS the Promoter have further disclosed that the tenement purchaser/s in the building which is going to be constructed on the said land shall be entitled to use all the common amenities and facilities which are to be provided by the Promoter in the project for the purposes of this Agreement, the said project shall mean all buildings and common amenities and facilities to be development in said building.

AND WHEREAS the Promoter have disclosed to the Purchaser/s that there are no litigations pending in respect of the said land and/or the said project as on the date of this agreement.

AND WHEREAS while sanctioning the said plans the Pimpri Chinchwad Municipal Corporation and/or concerned authority and/or the Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said project on the said land and the said building/s and upon the 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 Purchaser/s herein has/have demanded from the Promoter and the Promoter have given photocopies to the Purchaser/s of all the documents relating to the said land and the plans, designs and specifications prepared by the aforesaid Architect of the Promoter and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 read with the Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal, etc.) Rules, 2017 and regulations there under.

AND WHEREAS the copy of the Certificate of the Title of the said land issued by the Advocate of the Promoter herein is annexed hereto as Annexure – "1". The copies of the 7/12 extract /Property Extract Card of the said land showing the nature of the title of the Promoter is annexed hereto as Annexure – "2". The copies of the parking floor plan and floor plan, showing the allotted parking and the said premises agreed to be purchased by the Purchaser/s herein are annexed hereto as Annexure – "3A" and "3B". The copy of the Commencement Certificate dated 08/03/2019 is annexed hereto as Annexure – "4" being sanction to the buildings plans. The copy of the NA Order dated ----- is annexed hereto as Annexure – "5". The details of the said premises which is agreed to be purchased by the Purchaser/s herein are annexed hereto as Annexure – "6". The details of the payment of installments of consideration are annexed hereto as Annexure – "7". The specifications herein are agreed to be provided by the Promoter in the said premises which is agreed to be purchased by the Purchaser/s herein are stated in Annexure – "8" annexed hereto. Certificate of Registration of Project, issued by Maharashtra Real Estate Regulatory Authority is annexed hereto as Annexure '9'. The photo identity of the Promoter and the Purchaser/s is annexed hereto as Annexure "10".

AND WHEREAS the Promoter have disclosed that they have obtained the necessary permissions and sanctions to the plans, the specifications, elevations, sections and the said building/s for the commencement of the development of the said land and have obtained approvals and sanction for construction of the said building having parking plus ten upper floors and shall also further obtain the balance approvals and sanctions from various authorities from time to time, so as to obtain the Completion Certificates of the said building/s and the tenements of the said building.

AND WHEREAS after the Purchaser/s' enquiry, the Promoter herein have requested to the Purchaser/s to carry out independent search by appointing his/her/their own advocate and to ask any queries, he/she/they had regarding the marketable title of the Promoter and rights and authorities of the Promoter herein and also as regards all permissions and sanctions for development and the terms/conditions/stipulations as stated therein. The Purchaser/s declares that he/she/they has/have satisfied himself/herself/themselves regarding the same and shall not raise any dispute hereafter.

AND WHEREAS the Purchaser/s herein has/have applied to the Promoter for allotment of the said Premises more particularly described in Annexure "6" annexed hereto and shown on the plan annexed hereto as Annexure "3", (herein referred to or called as "THE SAID PREMISES") and that the Promoter have confirmed the allotment of the said Premises to the Purchaser/s.

AND WHEREAS for the purposes of this Agreement, "Carpet Area" shall mean the net usable floor area of the said Premises, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Premises for the exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Premises for the exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Premises. Explanation – For the purpose of the definition of carpet area (i) "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s, (ii) "exclusive open terrace area" means the area of the open terrace which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s and (iii) "walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or shear wall(s) or wall made from bricks or blocks or precast material or drywalls or walls made of any material or composition of one or more of any of the materials an shall include column(s) within or adjoining or attached to the wall.

AND WHEREAS the Promoter herein have agreed to provide amenities in the said Premises, which are more particularly described in the Annexure – "8" annexed hereto.

AND WHEREAS the Promoter has registered the Project viz. **Green Park** under the provisions of the Act with the Real Estate Regulatory Authority at Pune no. P-----; authenticated copy is attached in Annexure '9';

AND WHEREAS the Purchaser/s herein is/are aware of the fact that the Promoter herein has entered or will enter into similar or separate agreements with several other person/s and party/ies in respect of the other tenements/ flats/ showrooms/ shops/ offices/ terraces, and top terrace etc.

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

AND WHEREAS prior to the execution of this Agreement, the Purchaser/s has/have paid to the Promoter a sum of Rs. -----/- (**Rupees ----- Only**) by cheque bearing No. ----- drawn on ----- Bank Ltd. ----- branch dated -----, being application amount and which is now converted into part payment of the sale consideration of the said Premises agreed to be sold by the Promoter to the Purchaser/s (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and that the Purchaser/s have agreed to pay to the Promoter, the balance consideration of the sale consideration in the manner as stated in Annexure - "7" annexed hereto.

AND WHEREAS the Purchaser/s herein represents and assures that the Purchaser/s is/are not barred or debarred or disentitled to acquire the said Premises under the provisions of the Maharashtra Cooperative Societies Act, 1960 or under any statue.

AND WHEREAS under section 13 of the Real Estate (Regulation and Development) Act, 2016, the Promoter are required to execute a written agreement for sale of the said Premises with the Purchaser/s, being in fact these presents and also the register the same under the provisions of the Registration Act, 1908.

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter have agreed to sell and the Purchaser/s have agreed to purchase the said Premises and hence the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence these presents.

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

1. CONSTRUCTION

1.1 As stated hereto before the Pimpri Chinchwad Municipal Corporation/concerned authorities has sanctioned the building plans which are under construction on the said land. The Promoter herein shall continue and complete the construction of the building on the said land in accordance with the plans, designs and specifications approved or to be approved by the Concerned Authority or within building construction rules and regulation of the Local Authority or Concerned Development Controlling Authority as per the present approved plans for building have been seen separately and approved by the Purchaser/s.

1.2 Provided that, the Promoter shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the said Premises except (i) any alterations or additions required by the Government authorities/ local authority or development controlling authorities or due to change in any law, rules or regulations, or (ii) any minor changes or modifications as may be required by the Purchaser/s, or (iii) any minor changes or modifications or alterations as may be required due to architectural and/or structural reasons duly recommended and verified by the Project Architects or Engineers after proper declaration and intimation to the Purchaser/s.

2. CONSIDERATION OF THE SAID PREMISES

2.1 Relying upon the Purchaser/s representation/s and assurance/s, the Promoter herein have agreed to sell and the Purchaser/s herein has/have agreed to purchase from the Promoter Residential premises bearing Flat No. --- admeasuring carpet area about ----- **Square Metres** and Enclosed Balconies collectively admeasuring ----- **Square Metres**, situate on ----- **Floor** of the project to be known as "-----" and along with an exclusive right to use adjacent Open Terrace collectively admeasuring ----- **Square Metres**, along with appurtenances thereto and which premises along with appurtenances is/are more particularly described in the Annexure "6" annexed hereto and is hereinafter referred to as "THE SAID PREMISES", at or for total lumpsum consideration of Rs. -----/- (**Rupees ----- Only**) including the price of infrastructure charges, parking and for the proportionate share in the said land subject to the encumbrances of restricted areas and facilities and proportionate share in price of the common areas and facilities appurtenant to the said Premises, but excluding all

expenses of stamp duty and registration fees, maintenance deposits/charges, VAT, Service Tax, GST or such levies which will have to be paid by the Purchaser/s to the Promoter separately. The nature, extent and description of the common areas and facilities and restricted areas and facilities, which are more particularly described in the Second Schedule written hereunder, and out of the total consideration of Rs. --,--,000/- (Rupees ----- Lac Only) Purchaser/s had paid Rs. --,--,000/- (Rs. ----- Only) and Rs. --,00,000/- (Rs. ----- Lac Only) is balance which is to be paid as per Annexure 7.

2.2 The Promoter herein have agreed to provide the specification and amenities in the said Premises which are more particularly described in the Annexure "8" annexed hereto.

2.3 The total consideration as stated above excludes Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such taxes or levies and hence the Purchaser/s has/ have agreed to pay the Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such taxes or levies as applicable by separate payments to the Promoter on every installment of payment of the consideration. If any time after the execution of this agreement, Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such levies are increased under the respective statutes by the Central or State Government as the case may be and further at any time before or after the execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge, etc. by whatever name called is levied or recovered or charges or becomes payable under any statute/rule/ regulations/orders either by the Central Government or State Government or local body or revenue authorities or any other authority in respect of the said Premises or this agreement or this transaction the same shall be borne and shall paid by the Purchaser/s within 7 (seven) days from the date of demand of the same by the Promoter.

2.4 The above mentioned consideration towards the said Premises is escalation free, save and except any increases which the Purchaser/s agree/s to pay due to any increase on account of (i) development charges payable to the concerned authority and/or (ii) any charges which may be levied or imposed by the concerned authorities from time to time and/or (iii) inflation or price escalation of any building material/s by more than 20% (twenty percent) above the price of such building material/s as on the date of this agreement. The Promoter agrees that at the time or raising such a demand for such escalation, the Promoter shall enclose the notification / rule / regulation / order/ etc. to that effect.

2.5 The Promoter may/shall charge separately to the Purchaser/s for any modifications/ gradation / changes specifically requested or approved by Purchaser/s in the fittings, fixtures, specifications or amenities or any facility, which are other than the specifications and amenities as set out in Annexure "8".

2.6 The present agreement is not a construction agreement or work contract of service contract and the said land, the said building and the said Premises shall vest only with the Promoter and would pass on to the ultimate organization of the tenement purchasers of the project and/or the Purchaser/s as the case may be on the execution of

the final conveyance of the said land and building/s thereon including the said Premises and despite the said fact if any taxes, cess, etc. of any nature are levied on the present agreement the same shall be paid by the Purchaser/s alone.

2.7 The Promoter undertake to intimate the Purchaser/s about the imposition of any other taxes that may be levied due to the construction of the present agreement or by any amendment in any of the laws/statutes.

2.8 The Purchaser/s undertakes to pay the said taxes, cess, levies as stated hereinabove to the Promoter within 7 (seven) days from the date of such demand by the Promoter and in the event the Purchaser/s fail/s to pay the same within the stipulated time, then the same shall remain a lien or charge of arrears on the said Premises in favour of the Promoter and the Promoter shall be entitled to recover the same from the Purchaser/s along with interest thereon and till such time the said amount along with interest if any is paid by the Purchaser/s, the Promoter shall be entitled to withhold handing over of possession of the said Premises to the Purchaser/s.

3. PAYMENT OF INSTALLMENTS OF CONSIDERATION

3.1 The Purchaser/s herein is well aware that, the building in which the said Premises is situated and which building is under construction on the part of said land, the construction of which is in progress and considering the present status of the construction of the same, the Purchaser/s has/have agreed to pay the aforesaid agreed consideration to the Promoter herein in the manner detailed in Annexure "7" annexed hereto.

3.2 The Purchaser/s herein shall pay the aforesaid consideration to the Promoter herein on due date or within 7 (seven) days from the Purchaser/s receiving the written intimation from the Promoter calling upon the Purchaser/s to make the payment. Payment in time is the essence of the contract.

3.3 The Promoter herein informed to the Purchaser herein that, aforesaid payment has to be made by the Purchaser/s by Cheques/Demand Draft issued/drawn in the name of "M/s. Shree Ganesh Constructions"

3.4 The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s by discounting such early payments at the rate of 10% (ten percent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Promoter.

3.5 Notwithstanding anything to the contrary, it is specifically agreed by and between the parties that no rebate or discount will be offered in such a case where the construction or items of work has/have been completed before the agreed timelines as mentioned and that the Purchaser/s shall have to pay the entire instalment without any rebate or deduction.

3.6 It is clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction or items of work in the said building in which the said Premises is situated and further that the Promoter shall also be at liberty to simultaneously undertake two or more stages of construction or items of work set out in the payment plan as stated in Annexure "7" annexed hereto and to demand from the Purchaser/s the aggregate of the installments towards the agreed consideration mentioned in such installment/s.

3.7 The Purchaser/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head/s of due against lawful outstanding, if any, in his/her/their name/s as the Promoter may in its sole discretion deem fit and the Purchaser/s undertake/s not to object/ demand/ direct the Promoter to adjust his/her/their payments in any manner.

3.8 The parties hereto agree and covenant that in case of any delay in payment of installment shall led to delay in completion of the said Premises and would result in delay in handing over possession thereof by the Promoter to the Purchaser/s and that the Promoter shall not be responsible for delay in handing over the possession in case of delay of payments by the Purchaser/s.

4. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

4.1 It is hereby agreed that the Promoter and the Purchaser/s herein shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by Pimpri Municipal Corporation or the local authority at the time of sanctioning of the plan/s or any time thereafter or at the time of granting Completion Certificate/s.

4.2 The Purchaser/s herein shall not be entitled to claim possession of the said Premises until the Completion Certificate in respect of the said Premises is received by the Promoter from Pimpri Chinchwad Municipal Corporation or the Local Authority and the Purchaser/s herein have paid all dues payable under this agreement in respect of the said Premises to the Promoter and is/are not guilty of breach of any of the terms and conditions of this Agreement.

5. UTILIZATION OF THE FSI/TDR/BUILDING POTENTIAL

5.1 In this agreement, the word FSI (floor space index) or FAR (floor area ratio) or TDR (transferable development rights) or Paid FSI or any other buildable potential shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws.

5.2 It is hereby declared that, sanctioned plan/s has/have been shown to the Purchaser/s and the floor space index (FSI) available is shown in the aforesaid plan/s including utilized and unutilized FSI. Similarly, the floor space index, if any, utilized as floating floor space index or in any manner, i.e. to say, FSI of the said land transfer on other property or FSI of the other property being TDR transfer or Paid FSI to be consumed on the said land is also shown on the tentative plan which would be sanctioned in due course of time.

5.3 The Promoter has disclosed that the FSI available as on date in respect of the said land is **5753.16 square metres**. the Purchaser/s have the given their specific irrevocable consent and no objection by executing this Agreement to carry out such amendments, alterations, modifications and/or variations in constructing the said Premises, said buildings on the said land and/or to the layout plan and/or to the building plans (whether or not envisaged and/or constructed at present) provided that the location, the area, the size and shape of the said Premises agreed to be purchased by the Purchaser/s is not adversely affected in any manner. The Purchaser/s further undertake/s to give any further consent or no objection as may be required by the Promoter for the said purpose without any demur and delay.

5.4 The Promoter shall have right of pre-emption or first right to utilize the residual or available FSI/FAR/TDR/Paid FSI or any other buildable potential which may be increased for whatsoever reason in respect of the said land or any other FSI or TDR or Buildable Potential granted by the appropriate authority and allowed to use the same on the said land by construction or raising any additional floor/s of the building/s which is/are under construction or to be constructed on the said land. The Purchaser/s herein by executing these presents has/have given his/her/their irrevocable consent and no objection for the aforesaid purposes and further undertakes to give any further consent or no objection as may be required by the Promoter without any demur and delay.

5.5 As stated in these presents, the Promoter have disclosed the total buildable potential as proposed to be utilized by them on the said land and the Purchaser/s has/have agreed to purchase the said Premises based on the proposed construction and sale of tenements to be carried out by the Promoter by utilizing the proposed buildable potential and on the understanding that the declared proposed buildable potential shall always belong to the Promoter only.

5.6 The Promoter shall be entitled to compensation from the Purchaser/s in case any obstruction or impediment of any nature is raised by or on behalf of the Purchaser/s to the development of the said land by utilization and consumption of the total buildable potential as stated above, without prejudice to the rights of the Promoter to terminate this Agreement on such obstruction or impediment being raised by the Purchaser/s.

6. DISCLOSURE AND INVESTIGATION OF TITLE AND BUILDABLE POTENTIAL

6.1 The Promoter herein have made full and true disclosure to the Purchaser/s as to the title of the promoter and further rights and authorities of the Promoter in respect of the said land and the buildable potential as well as the encumbrances, if any, known to the Promoter.

6.2 The Promoter herein have also requested to the Purchaser/s to carry out the search and to investigate the marketable title, rights and authorities of the promoter in respect of the said land and also as regards the buildable potential by appointing his/her/their own Advocates/Architects/etc.. As required by the Purchaser/s, the Promoter herein have given all information to the Purchaser/s herein and he/she/they is/are acquainted himself/ herself/ themselves with all the facts as to the marketable title, rights and authorities of the Promoter herein in respect of the said land and also the buildable potential and after satisfaction and acceptance of the same has/have entered into this Agreement.

6.3 The Purchaser/s hereinafter shall not be entitled to challenge or question the title, rights/authority of the Promoter in respect of the said land and the buildable potential and further the Promoter's rights and authority as to enter into this agreement.

7. TIME IS ESSENCE OF THE AGREEMENT

7.1 Time is of the essence of this Agreement for the Promoter as well as the Purchaser/s.

7.2 The Promoter shall abide by the time schedule for completing the project and handing over the said Premises to the Purchaser/s and the common areas to the ultimate organization of the tenement purchasers in the project after receiving the Completion Certificate from the concerned authorities. The Promoters have disclosed that the total project comprising of one building would be completed prior to the year **31st December 2023**.

7.3 The Purchaser/s shall abide to make timely payments of the installments of consideration towards the said Premises and all other dues payable by him/her/them and meeting all other obligations under this Agreement, subject to simultaneous completion of construction by the Promoter as provided in Annexure "7" being the payment plan.

7.4 If the Promoter fail to abide by the time schedule for completing the project and handing over of the said Premises to the Purchaser/s, the Promoter agree to pay to the Purchaser/s, who does not want to withdraw from the project, the Promoter shall pay interest as stated in Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 on all amounts paid by the Purchaser/s (excluding the amounts paid towards VAT/Service Tax, GST or like) for every month of delay, till the handing over of the possession of the said Premises.

7.5 The Purchaser/s agrees to pay to the Promoter interest as stated in Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 on all the delayed payments which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoter, Provided that the 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 construed as condonation of the delay by the Promoter against delay in payments by the Purchaser/s.

7.6 Without prejudice to the right of the Promoter to charge interest in terms of clause 7.4 hereinabove, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by the concerned authorities and other outgoings) and on the Purchaser/s three defaults of payment of installments (either being the same or other and as demanded by the Promoter), the Promoter shall at its own option, may terminate this Agreement:

Provided that, the Promoter shall give written notice of fifteen days send by Registered Post A.D. and by email at the address provided by the Purchaser/s of its intention to terminate this Agreement and of the specific breach/es of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fail/s to rectify the said breach/es mentioned by the Promoter within the period of the notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

7.7 Provided further that upon the termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser/s, subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter within a period of 30 (thirty) days of the termination, the installments of sale consideration of the said Premises which may then have been paid by the Purchaser/s to the Promoter. It is understood that the Promoter will not have to refund any amounts which have been paid by the Purchaser/s towards VAT/ Service Tax/ GST or like. It is agreed by the parties that for the purposes of termination as envisaged herein the Promoter shall entitled to liquidated damages quantified at 10% of the total consideration of the said Premises.

8. SPECIFICATIONS AND AMENITIES

8.1 The specifications of the said Premises and fixtures, fittings and amenities to be provided by the Promoter to the said Premises or to the said building being in which said Premises is situated are described in the Annexure "8" annexed hereto.

8.2 If any extra fittings, fixtures, and/or amenities are required by the Purchaser/s, then the Purchaser/s shall inform in writing to the Promoter and if it is possible for the Promoter, then the Promoter herein at his/its/their sole discretion may provide the same, provided the Purchaser/s accepting the cost/price of such extra amenities and undertake to pay or deposit the same prior to the commencement of such extra work and such additions bills raised by the Promoter shall be final.

9. DELIVERY OF POSSESSION

9.1 The Promoter herein shall complete the construction of the said Premises in all respect on or before **31st December 2023**. In the event, the Promoter fail or neglect to hand over possession of the said Premises to the Purchaser/s on account of reasons beyond their control and of its agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the said Premises with interest at the same rate as mentioned in clause 7.4 hereinabove from the date the Promoter have received the sum till the date the amounts and interest thereon is repaid to the Purchaser/s.

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

9.2.1 War, civil commotion, strikes or act of God.

9.2.2 Any notice, order, rule, notification of the Government and/or public or competent authority or Court.

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9.2.3 The Purchaser/s has/have committed any default in payment of installment on its due dates as mentioned in Annexure "7" annexed hereto. (This is without prejudice to the right of the Promoter to terminate this agreement as stated in these presents).

9.2.4 Non payment or delay in payment of any governmental taxes and levies as set out in clause 2.3 and 2.4 hereinabove. (This is without prejudice to the right of the Promoter to terminate this agreement as stated in these presents).

9.2.5 Non-availability or shortage of steel, cement, or any other building materials, water or electric supply including workmen/s, labors/s, etc.

9.2.6 Any extra work required to be carried in the said premises as per the requirement and at the cost of the Purchaser/s.

9.2.7 Pendency of any litigation.

9.2.8 Any unanticipated difficulty due to change in any Government rules or regulations or any objections from any Government authority or other Competent Authority.

9.2.9 Any delay in getting any permissions, sanctions, consents, no objections or Completion Certificate from Pimpri Chinchwad Municipal Corporation or any concerned authority due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities well within the stipulated time frame.

9.2.10 Any delay in getting any services such as electricity, water, drainage, sewage connections or meters from concerned authority/department due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities/department well within the stipulated time frame.

9.2.11 Any other reasons beyond the control of the Promoter including force majeure conditions.

10. PROCEDURE FOR TAKING AND FAILURE TO TAKE POSSESSION OF THE SAID PREMISES

10.1 After completion of construction in all respects in respect of the said Premises and upon obtaining the Completion Certificate, the Promoter herein shall within 7 (seven) days inform in writing to the Purchaser/s that the said Premises is ready for use and occupation and to take possession of the said Premises within a period of 15 (fifteen) days from the receipt of such letter.

10.2 On receipt of such letter from the Promoter, the Purchaser/s herein shall inspect the said Premises in all respect and get satisfied according to the terms and conditions of this Agreement and after the Purchaser/s is/are satisfied himself/ herself/ themselves as aforesaid within the said period as mentioned in clause 10.1, at his/her/their request, the Promoter herein shall hand over the possession of the said Premises to the Purchaser/s on payment of all amounts due and payable by the Purchaser/s to the Promoter under this Agreement and the Purchaser/s herein has/have not committed any default in payment of consideration in installment on its due date to the Promoter in pursuance of these presents.

10.3 It is further agreed between the parties hereto that, after receiving the possession of the said Premises as stated above, the Purchaser/s herein shall not be entitled to raise any objection or to demand any amount/s under whatsoever ground from the Promoter herein. It is further agreed between the parties thereto that on receipt of possession of the said Premises by the Purchaser/s in pursuance of these presents, it shall be presumed that Purchaser/s herein has/have accepted the said Premises on as is where is basis and extinguished his/her/their rights as to raise any objection or complaint under whatsoever head.

10.4 At the time of taking possession of the said Premises, the Purchaser/s shall execute the necessary Supplementary Agreement for Possession in such form as may be required by the Promoter and also shall execute such necessary indemnities, undertaking and such other documentation as may be required under this Agreement or by the Promoter.

10.5 The Promoter agree and undertake to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter.

10.6 The Purchaser/s agree/s to pay the maintenance charges, deposits as determinate by the Promoter or ultimate organization of the tenement purchasers in the project, as the case may be at the time of taking possession of the said Premises.

10.7 In the event, the Purchaser/s fail/s to take possession of the said Premises as stated hereinabove, the same shall be construed as a breach of the terms and conditions of this Agreement and that the Purchaser/s shall be liable to pay maintenance charges, taxes, etc as applicable.

11. DEFECT LIABILITY

11.1 If within a period of 1 (One) years from taking possession or 15 days from the date of obtaining the Completion Certificate from the concerned authority whichever is earlier, the Purchaser/s brings to the notice of the Promoter any structural defect in the said Premises or the building in which the said Premises is situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defect/s shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be only entitled to receive from the Promoter reasonable compensation for such defect in the manner as provided under the Act.

11.2 Provided that, (i) the Purchaser/s shall maintain the said Premises in good conditions and repairs, (ii) shall not break open any walls/floorings or chisel or damage the same or carry on extensive interior works or enclosure works, (iii) shall not carry out any alterations/modifications/additions of the whatsoever nature in the said Premises or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations/modifications/ additions in any of the fittings, pipes, water supply connections, sewage lines or any erection or alteration or modifications in the kitchen, bathrooms and toilets, 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.

11.3 The word defect here means only the manufacturing 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, negligent use of said Premises by the Occupants, vagaries of nature, any damage caused due to mishandling, misuse or due to any modifications or furniture work carried out by the Purchaser/s either themselves or through their agents or nominees or occupants, etc.

11.4 Defect/s in fittings and fixtures are not included therein and the Purchaser/s shall have to directly approach the manufacturers for such warranty and guarantee of such fittings and fixtures.

12 USE OF THE SAID PREMISES

12.1 The Purchaser/s shall use the said Premises or any part thereof or permit the same to be used only for Residential purpose as shown in the sanctioned plan.

12.2 The Purchaser/s or Occupier/s of any tenement in the building shall not use the said Premises for the purposes of Massage Centre, Gambling House, Classes, Service Apartment, Hostel, Group Accommodation, Accommodation for any person/s, Rentals on Cot Basis, Lodging Boarding, or any illegal or immoral purpose.

12.3 The Purchaser/s shall use the allotted or common parking space only for the purpose for keeping or parking the Purchaser/s own two or four wheeler light vehicle but not entitled to park inside the project or the said car parking any heavy vehicles such as trucks, bull dozers, buses, tractors, etc. and further that the Purchaser/s shall not be entitled to park his/her/their any two or four wheeler vehicles in the common marginal spaces.

12.4 Further the Purchaser/s or none of the occupants is/are entitled to have entry of any public vehicles without prior written consent from the Promoter till handing over the administration to the ultimate organization of tenement purchasers and thereafter from the managing committee of such ultimate organization.

12.5 The Promoter shall not be responsible and/or liable for any nuisance and disturbance caused by any occupants, occupying any tenement in the project after the respective tenement has been handed over to such purchaser/s of the tenement by the Promoter.

13. FORMATION OF ORGANIZATION OF TENEMENTS HOLDERS IN THE BUILDING/S

13.1 The Purchaser/s along with other purchaser/s of premises/tenements, etc. in the project shall join in forming and registering a Co-operative Housing Society. The Purchaser/s shall as and when called by the Promoter from time to time sign and execute all the application for membership and the other papers and documents necessary for the membership in the Society and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to forward the said to the Society for grant of its membership to the Purchaser/s, failing and / or neglecting to sign the necessary papers or not giving co-operation or assistance required by the Promoter, the Promoter shall not be liable for any delay in grant of the membership by the Society,

as the case may be and if the defaulter neglects or any of the Purchaser/s continues for a period of 2 (two) months, then the Promoter shall be relieved of their obligation to assist and coordinate with the said society for grant of membership to the Purchaser/s, which thereafter shall be followed up by the Purchaser/s themselves.

13.2 The Promoter shall have to formed and registered the Co-operative Housing Society by the name of 'Green Park Co-operative Housing Society Ltd' under the provisions of the Maharashtra Cooperative Societies Act, 1960 and rules made thereunder and all the tenement purchasers in the project

14. CONVEYANCE IN FAVOUR OF THE ORGANIZATION OF TENEMENTS HOLDERS IN THE BUILDING/S

14.1 The Promoter have also disclosed to the Purchaser/s that they will form and registered one Co-operative Housing Society for the said building under the provisions of the Maharashtra Co-operative Societies Act, 1960 read with the rules for all the tenement in the project comprising of said building. The Promoter shall cause himself as owners of the said land and the Promoter shall convey the said land along with the project and the common amenities and facilities to the said society on or before December, 2024 and subject to (i) disposal of 2/3rd tenements in the project and receipt of total consideration and all other dues from such tenement holders and (ii) acceptance of the draft Conveyance by all parties concerned by mutual consent.

15. PAYMENT OF TAXES, CESSSES, MAINTENANCE, ETC.:

15.1 Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said Premises, the Purchaser/s herein shall be liable to bear and pay all taxes, cesses in respect of the said Premises and non-agricultural assessment in respect of the said land to the respective authorities and/or to the Promoter or/and to the ad-hoc committee appointed by the Promoter or authorized committee of the Association or Society which is to be formed by the Promoter herein as stated hereinbefore.

15.2 Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said Premises, the Purchaser/s herein shall be liable to bear and pay the maintenance charges towards the said Premises per month to the Promoter and/or to the ad-hoc committee appointed by the Promoter or authorized committee of the Association or the said Society which is to be formed by the Promoter herein as stated hereinbefore.

15.3 The maintenance charges shall be only towards the common areas and amenities and payment of bills for common water pumps/ lights, etc. and general maintenance of gardens, open spaces, etc. AMC for lifts and other equipments, etc. and provision of security services.

15.4 But it is specifically agreed between the parties hereto that, the Promoter is not responsible/liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold premises in the project.

15.5 The Purchaser/s shall at the time of taking possession of the said Premises or within a period of 15 (fifteen) days from the intimation to take possession pay in advance a sum which may be unanimously decided at that time towards maintenance charges to the Promoter or the said society. The Promoter and/or the said society shall cause the maintenance as stated above for the said period utilizing the said amounts. In case, the maintenance is not handed over to the said society, then in such an event, the Purchaser/s undertake to pay such monthly maintenance charges as may be decided by the Promoter. No accounts thereof shall be furnished by the Promoter and/or the said society or to the Purchaser/s.

15.6 It is further specifically agreed that the Purchaser/s shall every month/year contribute and pay to the said society such sums as may be determined by the said maintenance company having regards to inflation.

15.7 The Purchaser/s shall also be liable to pay any taxes such as service tax, VAT, GST, etc., if applicable as regards to the said maintenance service to be provided.

15.8 It is specifically agreed between the parties hereto that, the Promoter are not responsible and/or liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold premises in the project.

16. SPECIAL COVENANTS

16.1 The Promoter herein have specifically informed to the Purchaser/s and Purchaser/s herein is/are also well aware that, the Promoter herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building, outer colour scheme, terraces, windows and grills etc. and hence the Purchaser/s or any owner or occupier of the tenement/s in the building or project shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Purchaser/s herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoter herein have agreed to allot and sell the said premises to the Purchaser/s herein on ownership basis, subject to the terms and condition of this Agreement.

16.2 The Promoter herein are providing advance technology amenities / material / plant and equipment in common area/facilities like lifts, electric rooms, etc. for the tenement holders in the project. The said plants and equipments are to be operated and/or used by authorized persons with due care and diligence taking into consideration all safety guidelines and measures. It is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of premises to society or ultimate organization, the ultimate organization shall set its own norms for use of common advanced amenities. It is further agreed that the Promoter shall in no manner be responsible or liable for any misuse, injuries, causalities/ calamities or any damages of whatsoever nature caused to any person or property.

16.3 The Purchaser/s shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi governmental agencies and pollution control board and which includes operation of the rain water harvesting, bio compost plant (if any), etc. The Purchaser/s hereby gives his/her//their consent and no

objection to the Promoter and/or the ultimate organization of tenement purchasers or the maintenance company to operate and run facilities such as sewage treatment plant (if any), rain water harvesting, etc. as per the rules and regulations imposed by the concerned authorities.

16.4 The Purchaser/s herein agrees and covenants that for safety reasons, he/she/they shall be allowed to visit and inspect the said premises during the course of construction with prior permission of the Promoter and on a pre appointed time and date only.

16.5 The Purchaser/s shall not be entitled to carry out any modification or charges in the said premises during or after the construction of the said Premises without the prior written permission and consent of the Promoter. All modifications and changes shall only be carried out at the discretion of the Promoter.

16.6 There is a possibility that there may be some drainage lines, water lines or other utility lines under the parking spaces which is/are allotted to the Purchaser/s in the manner as stated in this Agreement and the Purchaser/s after taking possession thereof shall permit the Promoter and/or their nominees or the maintenance company to access the same for repairs and maintenance and for the same the Purchaser/s shall temporary remove his/her/their vehicles from the parking area for carrying on maintenance works and repairs.

16.7 The grant of completion/occupation certificate by the concerned authority, in respect of the said Premises shall be conclusive proof as to completion of construction of the said Premises.

16.8 The Purchaser/s herein admits and agrees to always admit that the Promoter are always ready and willing on all payment payable by the Purchaser/s under this Agreement to the Promoter to hand over the possession of the said Premises on its completion.

16.9 If at any time, after execution of this agreement, any additional tax / 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 local authority or by any revenue or other authority, in respect of the said land or the said Premises or this agreement or the transaction herein, shall exclusively be paid/borne by the Purchaser/s. The Purchaser/s hereby, always indemnifies the Promoter from all such levies cost and consequences.

16.10 The Purchaser/s is/are hereby prohibited from raising any objection in the matter of sale of premises, tenements and allotment of exclusive right to use parking spaces, garage, terrace/s, garden space/s, space/s for advertisement, installation or wireless communication towers or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Purchaser/s is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.

16.11 Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said land and building/s/wing/s or any part thereof except the said Premises. The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, Garden space etc. will remain the property of the Promoter until the said land and building is transferred to the ultimate organization of the tenement purchasers as hereinabove mentioned.

16.12 Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Purchaser/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter.

16.13 In the event of the any ultimate organization of tenement purchasers being formed and registered before the sale and disposal of all the tenements/units, premises in the building/wing, all the power, authorities and rights of the Purchaser/s herein shall be always subject to the Promoter's over all right to dispose of unsold tenements and allotment of exclusive rights to use un-allotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement, installation of wireless communication towers etc. and all other rights thereto. The Purchaser/s or any other tenement holder in the building or ad-hoc committee or Association of Apartment or Society or the maintenance company as the case may be shall have no right to demand any amount from the Promoter herein in respect of the unsold tenements/premises towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

16.14 Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter shall have all the rights under this agreement and other agreements in respect of the other premises shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the premises in the building is received by the Promoter.

16.15 The Promoter herein have not undertaken any responsibility nor have they agreed anything with the Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, other than the terms and conditions expressly provided under this agreement.

16.17 If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any tenement, has/have allotted by the Promoter to the purchaser of any tenement in the building, such respective buyer and Occupier of the such tenement shall use the same being open space or terrace etc. and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of tenement holders in the building commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective tenement buyers or occupiers and recover the cost of removal from such buyer or occupiers.

In light of this condition, the Purchaser/s herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as a exclusive right to use the terrace, open space, parking space etc. alongwith the said premises, if any.

16.18 In case after the possession of the said premises is handed over to the Purchaser/s and the Purchasers let out or rent or lease or give on leave and license basis the said premises, then in such an event, the Purchaser/s shall inform in writing to the Promoter or the ultimate organization the details of such tenant or licensee or care takers.

16.19 On notification being issued by the Government to that regards, the Promoter shall obtain forthwith the insurances in respect of the (i) title of the said land and building and (ii) construction of the project and shall pay the necessary premiums and charges thereto.

17. PROMOTER'S EXCLUSIVE RIGHT TO DEAL WITH THE RESTRICTED AREAS AND FACILITIES:

17.1 It is hereby agreed that the Promoter herein have the exclusive right of allotment of exclusive right to use and occupy different parking spaces, adjoining terraces, top terraces or open spaces or right to develop garden in adjoining open space/s, space for advertisement on terrace or in the building/wing, to one or more person/s of their choice. It is hereby agreed that the areas mentioned in the Second Schedule written hereunder under head Common Facilities only shall be the common facilities and the Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities alienate and dispose off other areas and facilities in such manner as the Promoter thinks fit.

18. REPRESENTATIONS AND WARRANTIES BY THE PROMOTER

18.1 The Promoter have clear and marketable title with respect to the project land, as declared in the title certificate annexed to this Agreement and have the requisite rights to carry out development upon the said land and also have actual, physical and legal possession of the said land for the implementation of the said land.

18.2 The Promoter have lawful rights and requisite approvals from the competent authorities to carry out development of the said project and shall obtain requisite approvals from time to time to complete the development of the said project.

18.3 There are no encumbrances upon the said land or the said project save and except those disclosed in the Title Report and/or in this Agreement.

18.4 There are no litigations pending before any Court of Law with respect to the said land or project save and except those disclosed in the Title Report and/or in this Agreement.

18.5 All approvals, licenses and permits issued by the competent authorities with respect to the said project, or the said land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further all

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

18.6 The Promoter have a right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.

18.7 The Promoter have not entered into any agreement for sale and/or development agreement or any other agreement with any person/s or party with respect to the said land, including the said project and the said Premises which will in any manner affect the rights of the Purchaser/s under this Agreement.

18.8 The Promoter confirms that the Promoter are not restricted in any manner whatsoever from selling the said Premises to the Purchaser/s in the manner contemplated in this Agreement.

18.9 At the time of execution of the Conveyance of the said land and structure to the ultimate organization of tenement purchasers, the Promoter shall hand over lawful, vacant, peaceful and physical possession of the common areas of the structure to the ultimate organization of the tenement purchasers.

18.10 The Promoter have 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 concerned authorities.

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

19 COVENANTS AS TO THE USE AND MAINTENANCE OF THE SAID PREMISES ETC.

19.1 The Purchaser/s himself/herself/themselves with intention to bring all persons into whosoever hands the said Premises may come, doth hereby covenant with the Promoter as follows for the said Premises and also for the building in which the said Premises is situated.

19.2 To maintain the said Premises at the Purchaser/s own cost in good tenable repair and condition from the date of possession of the said Premises is taken and shall not do or cause to be done anything or suffer to be done anything in or to the said Premises or the building/wing in which the said Premises is situated, staircase or any passage which may be against the rules, regulations or bye laws of the concerned local or any other authority or change/alter or make addition in or to the said Premises and/or to the building /wing in which the Premises is situated and in or to the said Premises itself or any part thereof without the consent of the local authorities, if required.

19.3 Not to store in/outside the said Premises or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building/wing or storing of such goods is objected to by the concerned local authority any other authority or under any law and shall not carry out or caused to carried out heavy packages upto upper floors, which may damage or likely to damage staircase, common passages, lift/elevator or any other structure of the building/wing including entrances of the building/wing in which the said Premises is situated and in case of any damage is caused to the building in which the said Premises is situated or the said Premises on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for all the consequences of the breach.

19.4 To carry at his/her/their own cost/s all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s. Provided that for the defect liability period such repairs shall be carried out by the Purchaser/s with the written consent and under the supervision of the Promoter. And further the Purchaser/s shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

19.5 Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the said Premises or any part thereof and not to make any addition or alteration in the elevation and outside colour scheme of the building in which the said Premises is situated and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC parrdis or other structural members in the said Premises without the prior written permission of the Promoter and/or the ultimate organization of the tenement purchasers.

19.6 Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said land and the building/s/wing/s or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

19.7 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said land and the building in which the said Premises is situated.

19.8 Not to install any satellite TVC Dish or TV Antenna, broad band antenna or any similar device on the balconies or terrace attached to the said Premises or the top terrace. Prior written permission for installation of such devices shall have to be obtained from the Promoter or ultimate organization of tenement purchasers as the case may be and shall only be installed on the top terrace at predetermined places and all wirings cabling shall be done only through designated ducts.

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19.9 Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned authority or Government for giving water, electricity or any other service connection to the building in which the said Premises is situated.

19.10 To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion certificate in respect of the said Premises and also any additional increased taxes, insurances etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of change of user of the said Premises by the Purchaser/s for any purposes other than for the purposes as shown in the sanctioned plan.

19.11 The Purchaser/s shall not let, sub-let, transfer assign or part with Purchaser/s interest or benefit factor of/under this agreement or part with the possession of the said Premises until all the dues payable by the Purchaser/s to the Promoter under the agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser/s has/have intimated in writing to the Promoter and obtained written consent thereof.

19.12 The Purchaser/s shall observe and perform all the rules and regulations which the ultimate organization of tenement purchaser may adopted at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said land and building which are and the tenement therein and for observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the government and of the Government or other public bodies. The Purchaser/s shall observe and perform all the stipulations and conditions laid down by ultimate organization of tenement purchasers regarding the occupation and use of the Premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this agreement.

19.13 Till the conveyance of the said land and building in which the said Premises is situated is executed in favour of the ultimate organization of tenement purchasers, the Purchaser/s shall permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said premises and the said land and building/s or any part thereof to view and examine the state and conditions thereof.

20. NAME OF THE PROJECT AND BUILDING/S

20.1 Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein have decided to have the name of the Project / Scheme "Green Park" and further erect or affix Promoter name board at suitable places as decided by the Promoter herein on any building/s and at the entrances of the scheme or on the terrace /roof or on water tank of any building/s.

20.2 The Purchaser/s or other tenement holders in the building or proposed ultimate organization of tenement purchasers or its successors are not entitled to change the aforesaid project / scheme name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

21. MEASUREMENT OF THE AREA OF THE SAID PREMISES

21.1 It is specifically agreed between the parties hereto that, in this agreement carpet area of the said premises and adjacent/top terrace are stated "Carpet Area" shall mean the net usable floor area of the said Premises, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Premises for the exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Premises for the exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Premises.

Explanation – For the purpose of the definition of carpet area (i) "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s, (ii) "exclusive open terrace area" means the area of the open terrace which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s and "walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or shear wall(s) or wall made from bricks or blocks or precast material or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall.

21.2 At the time of taking the possession the Purchaser/s at his/her/their own discretion get measured the area of the said Premises in light of aforesaid principal and if any difference more than 5% in the area is found then the consideration of the said Premises shall be adjusted accordingly and either Promoter or Purchaser/s as the case may be refund or pay the differential amount.

21.3 After taking the possession of the said Premises by the Purchaser/s it shall be presumed the Purchaser/s has/have no grievance under whatsoever head including as regards to carpet area, height, length and width etc. of the said Premises.

22. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

23. BROCHURE/ADVERTISING MATERIAL

23.1 It is specifically understood that the brochure/s published as an advertisement material, sales plans and brochures contain various features such as furniture layout in a tenement, vegetation and plantation shown around the building, scheme, color scheme, vehicles etc. to increase the aesthetic value only and are not facts and are not agreed to be provided.

These features/amenities are not agreed to be developed or provided by the Promoter. The concept tenement made by the Promoter may contain many civil and furniture upgrades to increase the aesthetic value only and is not facts and are not agreed to be provided by the Promoter and the same are not standard amenities which are agreed to be provided.

24. TAX DEDUCTED AT SOURCE

24.1 If any deduction of an amount is made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under the Income Tax Act, 1961 or any other prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged / credited by the Promoter, only upon Purchaser/s submitting Original Tax Deducted at Source Certificate and the amount mentioned in the Certificate is matching with Income Tax Department site to that effect.

24.2 Provided further, that at the time of handing over the possession of the said Premises, if such Certificate of TDS is not produced to the Promoter, the Purchaser/s shall deposit equivalent amount as interest free deposit with the Promoter and which deposit shall refunded by the Promoter on the Purchaser/s producing/furnishing such Certificate within 4 (four) months of the possession of the said Premises being handed over. Provided further that in case the Purchaser/s fail/s to produce such TDS Certificate within the stipulated period of 4 (four) months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

25. PAYMENT OF STAMP DUTY REGISTRATION FEE ETC.

25.1 The 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, deed of apartment or any final conveyance deed which is to be executed by the Promoter in favour of the Purchaser/s. The parties herein shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoter in favour of the Purchaser/s or in the name of the ultimate organization of tenement purchasers.

26. BINDING EFFECT

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

27. ENTIRE AGREEMENT

27.1 This Agreement along with its schedules and annexure, 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 regards to the said Premises.

28. RIGHT TO AMEND

28.1 This Agreement shall only be amended or modified through written consent of the parties and by executing necessary supplementary deeds and documents thereto.

29. PROVISIONS HERETO APPLICABLE TO SUBSEQUENT ALLOTTEES

29.1 It is clearly understood and also agreed by the parties hereto that all the provisions contained in this Agreement and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Allottees of the said Premises in case of a transfer, as the said obligation go along with the said Premises for all intents and purposes.

30. SEVERABILITY

30.1 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 any other applicable law, such provision in this 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.

31. CALCULATION OF PROPORTIONATE SHARE

31.1 Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other purchasers in the project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the tenements in the project.

32. FURTHER ASSURANCES

32.1 The parties hereto 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 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.

33. PLACE OF EXECUTION

33.1 The execution of this Agreement shall be complete only upon its execution by the Promoter at the Promoter office at Pune. After the Agreement is duly executed by the parties, the said Agreement shall be registered with the office of the Sub Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

34. REGISTRATION

34.1 The Purchaser/s shall present this Agreement as well as any other deeds, documents etc. which are to be executed by the parties hereto in pursuance of this presents, at the proper registration office for registration within the time limit prescribed under the Registration Act and Promoter after receiving written intimation will attend such office and admit execution thereof.

35. SERVICE OF NOTICE

35.1 All notices to be served on the Promoter or the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Promoter or the Purchaser/s as the case may be by under Registered Post A.D and notified by E-mail at his/her/their address/es specified in the title clause of this Agreement or at the address intimated in writing by the Purchaser/s after execution of this Agreement.

35.2 In change of any address, telephone number, email address the any party, such party shall inform the same to the other party forthwith and if the same has not been communicated, the communications and letters posted at the original address shall be deemed to have been received by the Promoter or the Purchaser/s as the case may be.

35.3 In case of joint purchasers all communications shall be sent by the Promoter to the 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 purchasers.

36. DISPUTE RESOLUTION

36.1 Any dispute between the parties shall be settled amicably. In case of failure to settle the disputes amicably, the same shall be referred to authorities as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder.

37. Registered Addresses of the Parties, Purchaser/s

1. MR./MRS-----

2. MR./MRS-----

Both R/at:- -----

Promoter

M/s. Shree Ganesh Constructions A Proprietary Firm,

Having its office at: Sr. No. 81, Chaitraban Society, New Sangvi, Pune – 411027.

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

38. EFFECT OF LAWS

38.1 The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

38.2 This Agreement shall always be subject to the provisions of The Real Estate (Regulation and Development) Act, 2016, The Maharashtra Ownership Flats (Regulation of the promotion, of The Construction, Sale, Management and Transfer) Act, 1963 and The Maharashtra Apartment Ownership Flats Act, 1970, and the rules made thereunder.

38.3 The Courts in Pune shall have jurisdiction to try and entertain any matter arising out of this Agreement.

SCHEDULE - I

(Description of the said land)

All that piece and parcel of land admeasuring area **00 Hectare 28 Aar** plus pot kharab area admeasuring **00 H. 14 Aar** totally admeasuring area **00 H. 42 Aar** assessed at 01 Rupees 75 Paise bearing Survey No. 9 Hissa No. **3A** corresponding City Survey No. **1884**, of revenue village **Dapodi**, Taluka – Haveli, District Pune, within the local limits of Pimpri-Chinchwad Municipal Corporation and also within the jurisdiction of Sub-Registrar, Haveli Pune and same is bounded as follows:-

On or towards East	:	By remaining property of Survey No. 9 and Boundary of village Dapodi Gaothan.
On or towards West	:	By Pawana River and 12 Mtr. D. P. Road.
On or towards North	:	By the property of Mr. Kate of Survey No. 9/2.
On or towards South	:	By road.

SECOND SCHEDULE

(Details of the Common Facilities and Restricted Areas and Facilities)

COMMON FACILITIES:-

1. RCC Frame work structure of the buildings.
2. Common Walls.
3. Drainage and water line work.
4. Electric meters and water meter/s connected to common lights, water connections, pump set etc.

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5. Light point outside the building and the staircase/s as well as those in the common parking space.
6. Overhead water tank with water pump connected to water reservoir.
7. Lift/Elevator, lift well and elevator equipments located adjoining the overhead water tank for the building.

RESTRICTED AREAS AND FACILITIES:-

1. Terraces adjacent if any to the flats shall be restricted and shall be for exclusive use of such respective flat holders.
2. The open space adjacent to the ground floor/stilt floor flats upto the fencing or boundary mark for the respective building, are restricted areas and the Promoter herein shall have exclusive right to allot the same to the tenement holder in the building.
3. The parking spaces shall be restricted and the Promoter herein shall have exclusive right to allot the same to the tenement holder in the building.
4. Top terrace of the building/s shall be restricted and the Promoter herein shall have exclusive right to allot the same to the accommodation holder in the building.
5. All areas etc. which are not covered under aforesaid head Common Area And Facilities are restricted areas and facilities which include, the marginal open spaces, terraces, car-parkings within the said land and in the building/s which is/are under construction on the said land is reserved and Promoter shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of flat, terrace/s, parking space etc. Or to Convert the Restricted Area into Common Area or vice-versa.

IN WITNESS WHEREOF the parties hereto have hereunto signed and subscribed their respective hands on the day and year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED by
the within named Promoter/ Developer
M/s. Shree Ganesh Constructions
A Proprietary firm, through its proprietor..
Mr. Santosh Mahadev Atole

)
)
)
)
)

Promoter / Developer

SIGNED, SEALED AND DELIVERED by
the within named Purchaser/s
1. Mr./Mrs. _____

)
)
)
)
)
)
)

Purchaser/s

2. Mr./Mrs. _____

SIGNED, SEALED AND DELIVERED by)
the within named Consenting Party)
1. MR. ASHOK VISHNU GADUTE)
2. MR. SANGITA ASHOK GADUTE)
3. MR. NIKHIL ASHOK GADUTE)
4. MR. SWAPNIL ASHOK GADUTE)
5. MS. ANKITA ASHOK GADUTE)
being minor through her natural guardian)
Mr. Ashok Vishnu Gadute)
6. MR. RAJENDRA VISHNU GADUTE)
7. SMT. SHANTABAI PRAKASH BAHIRAT)
8. SMT. KANTABAI SURESH PAWAR)
9. MR. SUBHASH RAVSAHEB GADUTE)
10. MRS. KANTA SUBHASH GADUTE)
11. MR. SANJAY SUBHASH GADUTE)
12. MRS. UMA SANJAY GADUTE)
13. MS. ANUJA SANJAY GADUTE)
14. MR. CHIRAG SANJAY GADUTE)
No. 13 & 14 being minor through their)
natural guardian Mr. Sanjay Subhash Gadute)
15. MR. SHAILESH SUBHASH GADUTE)
16. MRS. PALLAVI SHAILESH GADUTE)
17. MR. SIDDHESH SHAILESH GADUTE)
No. 17 being minor through his natural guardian)
Mr. Shailesh Subhash Gadute)
18. MRS. URMILA BALASAHEB NAVALE)
19. MRS. JYOTSNA PRAVIN THORAT)
20. MRS. TRISHALA CHETAN GOGAWALE)
21. SMT. KALAWATI RAVSAHEB GADUTE)
22. SMT. UJWALLA SHAMRAO GADUTE)
23. MR. SANDEEP SHAMRAO GADUTE)
24. MRS. DEEPALI SANDEEP GADUTE)
25. MS. DURVIKA SANDEEP GADUTE)
No. 25 being minor through her natural guardian)
Mr. Sandeep Shamrao Gadute)
26. MR. NILESH SHAMRAO GADUTE)
27. MRS. SUVARNA NILESH GADUTE)
28. MS. TANISKA NILESH GADUTE)
29. MR. RUDRA NILESH GADUTE)
No. 28 & 29 being minor through their)
natural guardian Mr. Nilesh Shamrao Gadute)
30. MRS. ULKA SHARAD MURHE)
Through their power of attorney holder...)
M/s. Shree Ganesh Constructions)
A Proprietary firm, through its proprietor...)
Mr. Santosh Mahadev Atole) _____
Consenting Party

IN PRESENCE OF WITNESSES:-

1. Sign : _____
Name : _____
Address: _____

1. Sign : _____
Name : _____
Address: _____

Annexure – “1”.
Certificate of the Title

Annexure – “2”.
Copies of the 7/12 extract /Property Extract Card

Annexure – “3A” and “3B”
Copies of the parking floor plan and floor plan,

Annexure – “4”
Copy of Commencement Certificate

Annexure “5”.
Copy of the NA Order

Annexure “6”
Details of the said Premises

(A)	Flat No		_____
(B)	(i)	Carpet Area of the said premises	_____ Square Metres
	(ii)	Carpet area of Enclosed Balcony (Collective)	_____ Square Metres
(C)	Floor		_____ Floor
(D)	Building Name		“Green Park”
(E)	Usage		Residential
(F)	Exclusive rights to use		
	(i)	Adjacent Open Terrace (Collective)	_____ Square Metres
	(ii)	Adjacent Open Balcony (Collective)	Nil
	(iii)	Open Car Parking Space	Nil
	(iv)	Covered Car Parking Space	_____

In the project known as “Green Park” being developed or developed on the said land described in the First Schedule herein written.

DECLARATION

The Purchaser/s declare/s that he/she/they has/have read the agreement/got translated the same and fully understood the contents of the Agreement and there after same have been executed by all the parties and Purchaser/s has/have received the stamped copy of this Agreement.

(PROMOTER) (PURCHASER/S)

_____ 1. _____ 2. _____

Annexure "7"

(Consideration Amount of Premises)

Details of the installment of the payment of the consideration by the Purchaser/s to the Promoter

		Amount	Particulars
a)	10%	Rs. _____/-	From date of booking till date of Agreement
b)	20%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoter on the completion of plinth of the said building/wing in which the said premises is situated.
c)	10%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoter on the completion of 1st slab above the plinth of the said building/wing in which the said Premises is situated
d)	10%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoter on the completion of 3rd slab above the plinth of the said building/wing in which the said Premises is situated
e)	10%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoter on the completion of 5th slab above the plinth of the said building/wing in which the said Premises is situated
f)	10%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoter on the completion of 7th slab above the plinth of the said building/wing in which the said Premises is situated
g)	10%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoter on the completion of walls, internal plaster of the said Premises
h)	5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoter on the completion of flooring and sanitation work of the said Premises
i)	5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoter on the completion of plumbing and elevation work of the said Premises
j)	5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoter on the completion of lift and water proofing work of the said Premises
k)	5%	Rs. _____/-	And other balances/dues against and at the time of handing over of possession of the said Premises to the Purchaser/s on or after receipt of Completion Certificate, whichever is earlier.
Total	100%		(Rs. ----- Only)

Purchaser/s has agreed to pay the total agreed consideration amount as enumerated hereinabove to the Promoter, and it is specifically agreed by the Purchaser/s that he/they will pay the requisite GST each and every time of payment of agreed consideration in installment as enumerated hereinabove.

Annexure "8"
Amenities and Specifications

Specifications

Structure	-	Earthquake Resistant R.C.C. framed structure.
Bathroom	-	Anti-skid tiles for toilets, balcony and terrace, Hot & Cold mixer unit, shower in toilet.
Wall	-	Internal 6' thick block, External 6' thick superex brick wall.
Plaster	-	Sand face plaster for external walls gypsum finish plaster for internal walls.
Flooring & Tilling	-	24" by 24" Ceramic Tiles flooring with skirting for all rooms, anti skid tiles for toilet, balcony and terrace, Glazed tiles dado in toilets upto to door height.
Kitchen	-	Granite kichen platform with stainless steel sink & glaze tile dado up to full height.
Windows	-	Aluminum powder coated sliding windows with mosuquito net and safety grills for all rooms.
Plumbing Sanitary	-	Concealed plumbing with CP fitting, Hot and Cold water mixer, shower in toilet.
Electrification	-	Concealed cooper electrical wiring with sufficient electrial points and modular switches. T.V. point in living
Doors	-	Decorative main entrance door with latch fitting.
Painting	-	Internal wall with Oil bond, External Apex Paint.

Amenities

1. Decorative entrance gate.
2. Lift otis make.
3. Solar system.
4. Rain water harvesting.
5. Tree plantation.
6. Power backup for lift, common area.
7. Internal & external concrete paved side margin.
8. Name plate and letter box for each flat.
9. Well planned parking arrangment.
10. Dish TV connection Point.
11. Swimming pool.
12. Open Space Garden.
13. Temple
14. Gym & Club house.
15. CCTV in common area.
16. Inverter of kirloskar company for common area & lift.
17. Walking track.

Note: -

The aforesaid specifications and amenities are general and will be provided in the said Premises as suitable in Premises. In case any particular amenity or item or brand or its colour is not easily available or has been discontinued or has reports of malfunction or the Promoter have any reservation as to its quality, then in such a case the Promoter shall have a sole right to put up another other amenity or item or brand or colour, which is similar to (in costs and usage) to the agreed one.

Any additional specification or work will be charged extra by the Promoter. No rebate will be given for cancellation or omission of any item or amenity.

The Promoter reserve the right to amend /add/delete the aforesaid specifications and amenities and also to change the elevation, color scheme, without notice to the Purchaser/s.

Annexure '9'.

Certificate of Registration of Project,

Annexure "10".

Photo identity of the Promoter and the Purchaser/s

