



ARTICLES OF AGREEMENT

THIS AGREEMENT is made and executed at Pune on this day of ----- in the month of -----
-----, year 2018.

BETWEEN

“Espre Realors” PAN NO. AAKFK6588K a registered partnership firm under the
Partnership firm act, 1932, through its Partner,
Mr. Niranjana Dhanraj Katariya
Age – 45 yrs., Occupation – Business,
Having its registered office at,
D/1-1, Liberty Society,
North Main Road, Koregaon Park,
Pune - 411001.

hereinafter referred to as “THE PROMOTERS” (Which expression shall unless repugnant to
the context or meaning thereof, shall mean and include partners of the firm, legal heirs,
executors, administrators and assigns of the said promoter.) OF THE FIRST PART.

AND

Mrs.

Age -

Residing At,

(Pan No. ----- & Aadhar No. -----)

Hereinafter referred to as “PURCHASER/S” (which expression shall unless repugnant to the
context or meaning thereof, shall mean and include his/her/their heirs, executors, administrators
and assigns) OF THE SECOND PART.

WHEREAS the project, “**ESPREE EMINENCE**“ is at Wadgaon Sheri, Taluka Haveli, District Pune, the Survey number, Hissa number and Area are more particularly mentioned in the table as Property No. A to D.

Property	Survey Number	Area
A	39/4/1A/1	670 Sq. Mtrs
B	39/4/1A/2	464.6 Sq. Mtrs
C	39/4/1A/3	465 Sq. Mtrs
D	39/4/1A/4	371 Sq. Mtrs
E	39/4/1A/5	43.75 Sq. Mtrs.
	Total	2014.35 Sq. Mtrs

PROPERTY NO. A -:

All that piece and parcel of the property situated at village Wadgaon Sheri, Taluka Haveli, District Pune bearing Survey no. 39/4/1A/1 admeasuring 670 Sq. Mtrs along with construction of shed admeasuring 8x25 meter within the limits of Pune Municipal Corporation and within the jurisdiction of Sub Registrar, Haveli Pune.

On or towards east = Part of plot no. 4 and plot no. 8

On or towards west = Dhanpal saw mill and plot no. 2

On or towards north = Road,

On or towards south = Part of plot no. 10 and 11.

WHEREAS Mr. Jayantilal Hastimal Baldota was the original owner of the property more particularly mentioned above. That Mr. Jayantilal Hastimal Baldota had sold the property i.e. Survey No. 39/4/1A admeasuring 1 Hector 32 Are to Smt. Laxmibai Dnyansing Pardeshi and Mangala Marutirao Patole by registered sale deed dated 16.12.1967 by its registration no. 3552/1967. That Smt. Laxmibai Dnyansing Pardeshi was became the owner of 2/3 share and Mangala Marutirao Patole was became the owner of 1/3 share of the property on the basis of the registered sale deed dated 16.12.1967.

AND WHEREAS as per the share of Smt. Laxmibai Dnyansing Pardeshi the separate Hissa number allotted and according Smt. Laxmibai Dnyansing Pardeshi became the owner of Survey

No. 39/4/1A/1, Wadgaon Sheri, Pune. That Smt. Laxmibai Dnyansing Pardeshi has made the lease deed in favour of M/s Extrussions and Accessories through its Partner Mr. Suresh Bhalchandra Nigudkar. That the said Smt. Laxmibai Dnyansing Pardeshi expired on 27/03/2005 in Pune at S.No. 39, Wadgaon Sheri Pune - 411014. The will was executed by her during her life time on 19/06/2004 and the said will had been registered in the office of Sub Registrar Haveli No. 1 at Sr. No. 3551. That Late Smt. Laxmibai Dnyansing Pardeshi bequeathed the said property to her daughters, namely 1. Smt. Pushpa Mohansinha Tomar, 2. Mrs. Nanda Arjunsinha Rajput, 3. Mrs. Surekha Rajendrasinha Rajput and 4. Mrs. Pratibha Sanjaysinha Rajput. That Late Smt. Laxmibai Gyansinha Pardeshi had also executed will on dated 19/03/2005 and thereby bequeathed the said property to her son i.e. Pratrapsinha Pardeshi.

AND WHEREAS 1. Smt. Pushpa Mohansinha Tomar, 2. Mrs. Nanda Arjunsinha Rajput, 3. Mrs. Surekha Rajendrasinha Rajput and 4. Mrs. Pratibha Sanjaysinha Rajput through the executor filed the probate application no. 75/2006 before the Civil Court, Pune. That Pratapsing Pardeshi also has filed the application for grant of probate before the Hon'ble Civil Court Pune bearing application no. 657/2005. That both the probate application is converted in the Civil Suit No. 966/2012 by the order of Civil Court, Pune. That both the parties. 1. Smt. Pushpa Mohansinha Tomar, 2. Mrs. Nanda Arjunsinha Rajput, 3. Mrs. Surekha Rajendrasinha Rajput and 4. Mrs. Pratibha Sanjaysinha Rajput and legal heirs of the Pratapsing Pardeshi have amicably settled the matter out of Court and by virtue of the settlement the legal heirs of the Pratapsing Pardeshi had confirmed and declared that the will executed by Smt. Laxmibai Dnyansing Pardeshi during her life time on 19.06.2004 registered in the office of Sub Registrar Haveli No. 1 at Sr. No. 3551 is the genuine will and the same is binding upon all the legal heirs.

AND WHEREAS 1. Smt. Pushpa Mohansinha Tomar, 2. Mrs. Nanda Arjunsinha Rajput, 3. Mrs. Surekha Rajendrasinha Rajput and 4. Mrs. Pratibha Sanjaysinha Rajput as vendors on the first part and Gopalsing Pratapsing Pardeshi, Deepaksing Pratapsing Pardeshi, Miss Rani Pratapsing Pardeshi and Smt. Vaijayanti Pratapsing Pardeshi being consenting party on the second part have made and executed agreement to sale in favour of Esprea Realtors through its Partner Mr. Niranjan Dhanraj Katariya and the said owners and consenting party had received the part consideration amount on the execution of the agreement to sale dated 09.07.2013. That the said agreement to sale was made and executed before the office of Sub Registrar Haveli No. 2 by its registration no. 5385/2013.

AND WHEREAS 1. Smt. Pushpa Mohansinha Tomar, 2. Mrs. Nanda Arjusinha Rajput, 3. Mrs. Surekha Rajendrasinha Rajput and 4. Mrs. Pratibha Sanjaysinha Rajput 5. Gopalsing Pratapsing Pardeshi, 6. Deepaksing Pratapsing Pardeshi, 7. Miss Rani Pratapsing Pardeshi and 8. Smt. Vaijayanti Pratapsing Pardeshi have executed the registered Power of Attorney in favour of Espree Realtors through its Partner Mr. Niranjana Dhanraj Katariya on dated 09.7.2013, that the said Power of Attorney was made and executed before the office of Sub Registrar, Haveli No. 2 by its registration no. 5386/2013.

AND WHEREAS 1. Smt. Pushpa Mohansinha Tomar, 2. Mrs. Nanda Arjusinha Rajput, 3. Mrs. Surekha Rajendrasinha Rajput and 4. Mrs. Pratibha Sanjaysinha Rajput as vendors on the first part and Gopalsing Pratapsing Pardeshi, Deepaksing Pratapsing Pardeshi, Miss Rani Pratapsing Pardeshi and Smt. Vaijayanti Pratapsing Pardeshi being consenting party on the second part have made and executed Sale Deed in favour of Espree Realtors through its Partner Mr. Niranjana Dhanraj Katariya and the said owners and consenting party had received the full and final consideration amount. That the said sale deed was made and executed on 5.9.2013 before the office of Sub Registrar Haveli No. 2 by its registration no. 7195/2013.

AND WHEREAS on the basis of the registered sale deed the mutation entry no. 17756 was recorded in the office of Talathi and accordingly the name of Espree Realtors through its Partner Mr. Niranjana Dhanraj Katariya recorded as the owner in respect of the property mentioned in description of the property No. A above.

DESCRIPTION OF THE PROPERTY NO. B

All that piece and parcel of the property situated at Village Wadgaon Sheri, Taluka Haveli, District Pune bearing survey no. 39/4/1A/2 admeasuring 4.64 Are i.e. 464.6 Sq. Mtrs and 0.05 Aakaar within the limits of Pune Municipal Corporation and within the jurisdiction of Sub Registrar, Haveli Pune.

On or towards east = survey no. 39 hissa no. 4/1a/3, the property of mr. Satish Ramdasi.

On or towards west = survey no. 39, hissa no. 4/1a/4

On or towards north = road,

On or towards south = survey no. 39/4/2b land of hri. Rajkumar Agarwal.

WHEREAS Mr. Jayantilal Hastimal Baldota was the original owner of the property more particularly mentioned above. That Mr. Jayantilal Hastimal Baldota had sold the property i.e. Survey No. 39/4/1A admeasuring 1 Hectar 32 Are to Smt. Laxmibai Dnyansing Pardeshi and Mangala Marutirao Patole by registered sale deed dated 16.12.1967 by its registration no. 3552/1967.

AND WHEREAS Smt. Laxmibai Dnyansing Pardeshi was became the owner of 2/3 share and Mangala Marutirao Patole was became the owner of 1/3 share of the property on the basis of the registered sale deed dated 16.12.1967. That as per the share of Smt. Laxmibai Dnyansing Pardeshi the separate hissa number allotted and according Smt. Laxmibai Dnyansing Pardeshi became the owner of Survey No. 39/4/1A/1, Wadgaon Sheri, Pune. That Mr. Pratapsing Dnyansing Pardeshi had purchased the land admeasuring 464.6 sq.mtrs from Sau. Laxmibai Dnyansing Pardeshi by way of registered sale deed dated 26.6.1986 by its registration no. 7931/86. That on the basis of the registered sale deed the mutation entry no. 3540 was recorded on 22.3.1988 recording the name of Mr. Pratapsing Dnyansing Pardeshi on the revenue record. That in the said mutation entry Hissa Number of Mr. Pratapsing Dnyansing Pardeshi was recorded as Survey No. 39/4/1A/2 admeasuring 4.64 Are and 0.05 Aakaar. That on the basis of the mutation entry no. 3540 the name of Mr. Pratapsing Dnyansing Pardeshi was recorded as the owner of the land situated village Wadgaon Sheri, Survey No. 39 Hissa No. 4/1A/2.

AND WHEREAS Mr. Pratapsing Dnyansing Pardeshi had decided to sell the said property and after knowing the intention M/S EXTRUSSIONS AND ACCESSORIES, A Partnership firm through its Partners Mr. Suresh Bhalchandra Nigudkar had approached the owner and finalized the transaction with the owner. That accordingly Mr. Pratapsing Dnyansing Pardeshi had executed the registered sale deed on dated 25.11.1992 in favour of M/S EXTRUSSIONS AND ACCESSORIES, A Partnership firm through its Partners Mr. Suresh Bhalchandra Nigudkar for the total consideration of Rs. 1,25,000/-. That the said sale was made and executed before the office of Sub Registrar, Haveli No. 7 by its registration no. 431/1992.

AND WHEREAS on the basis of the registered sale deed the mutation entry no. 16033 was recorded on 14.06.2010 recording the name of the vendor i.e. M/s Extrussions and Accessories , A Partnership firm through its Partners Mr. Suresh Bhalchandra Nigudkar on the revenue record.

AND WHEREAS on the basis of the mutation entry no. 16033 the name of M/s Extrussions and Accessories, A Partnership firm through its Partners Mr. Suresh Bhalchandra Nigudkar were recorded as the owner of the land situated at Village Wadgaon Sheri, Survey No. 39/4/1A/2 admeasuring 4.64 Are and 0.05 Paise Aakaar.

AND WHEREAS M/s Extrussions and Accessories, A Partnership firm through its Partners Mr. Suresh Bhalchandra Nigudkar become the absolute owner by having the total rights, title and interest in respect of the said property and they have decided to sell, transfer and convey the said property and had put the property for sale.

AND WHEREAS M/S Espree Realtors through its Partners Mr. Niranjana Dhanraj Katariya and Preeti Sachin Katariya came to know the intention of the owners and accordingly offered the best market value, That the owners have considered the market value of the property and decided to sell, transfer and convey the said property. That accordingly M/s Extrussions and Accessories, A Partnership firm through its Partners Mr. Suresh Bhalchandra Nigudkar, Mr. Anand Vishwanath Badave, Mrs. Sheela Suresh Nigudkar, Mrs. Meera Anand Badave, Mr. Shailesh Suresh Nigudkar and Miss Uma Anand Badave have made and executed sale deed dated 28/03/2012 in favour of M/S Espree Realtors through its Partners Mr. Niranjana Dhanraj Katariya and Preeti Sachin Katariya for the total consideration of Rs. 68,53,500/-. That the said Sale Deed was made and executed before the office of Sub Registrar, Haveli No. 2 by its Registration No. 2570/2012.

AND WHEREAS on the basis of the above registered sale deed the Mutation Entry No. 17102 was recorded by Talathi and accordingly the name of M/S Espree Realtors through its Partners Mr. Niranjana Dhanraj Katariya and Preeti Sachin Katariya were recorded as the owner in respect of the property mentioned in description of the Property No. B above.

DESCRIPTION OF THE PROPERTY NO. C

All that piece and parcel of the property situated at village Wadgaon Sheri, Taluka Haveli, District Pune bearing survey no. 39/4/1A/3 admeasuring 4.65 Are and 0.05 Paise Aakaar within the limits of Pune Municipal Corporation and within the jurisdiction of Sub Registrar, Haveli Pune.

ON OR TOWARDS EAST = Survey No. 39 Jaibhavani Nagar Society.

ON OR TOWARDS WEST = Survey No. 39, Hissa No. 4/1A/2

ON OR TOWARDS NORTH = ROAD,

ON OR TOWARDS SOUTH = Survey No. 39/4/2B land of Shri. Rajkumar Agarwal.

WHEREAS the land bearing Survey No. 39, Hissa No. 4/1A was originally owned by Shri. Jayantilal Hastimal Baldota who had sold the land admeasuring 1 Hector 32 Ares bearing survey no. 39, Hissa No. 4/1A to Sau. Laxmibai Dnyansing Pardeshi and Sau. Mangala Marutirao Patole by registered sale deed dated 16.12.1967. That the said sale was made and executed before the office of Sub Registrar, Haveli No. 1 by its registration no. 3552/1967.

AND WHEREAS out of Survey no. 39, Hissa No. 4/1A admeasuring 1 Hector 32 Ares, Sau. Laxmibai Dnyansing Pardeshi was holding the ownership rights of 2/3 share and Sau. Mangala Marutirao Patole was holding the ownership rights of 1/3 share. Accordingly the name of Sau. Laxmibai Dnyansing Pardeshi came to be mutated on the separate 7/12 Extract over survey no. 39/4/1A/1 by recording her 2/3 share on 7/12 Extract.

AND WHEREAS Mr. Pratapsing Dnyansing Pardeshi had purchased the land admeasuring 464.6 Sq.Mts from Sau. Laxmibai Dnyansing Pardeshi by way of registered sale deed dated 27.6.1986 by its registration no. 7994/86. That on the basis of the registered sale deed the mutation entry no. 3541 was recorded on 22.3.1988 recording the name of Mr. Pratapsing Dnyansing Pardeshi on the revenue record. That in the said mutation entry the Hissa number of Mr. Pratapsing Dnyansing Pardeshi was recorded in respect of his ownership land as Survey No. 39/4/1A/3 admeasuring 4.65 R and 0.05 Aakar. That on the basis of the mutation entry no. 3541 the name of Mr. Pratapsing Dnyansing Pardeshi was recorded as the owner on the 7/12 extract of the land situated at Village Wadgaon Sheri, Survey No. 39/4/1A/3 admeasuring 4.65 R and 0.05 Aakar (Herein after referred as the “said Property” for the sake of convenience.

AND WHEREAS Mr. Pratapsing Dnyansing Pardeshi had decided to sell the said property and after knowing the intention the Vendor had approached the owner and finalized the transaction with the owner. That accordingly Mr. Pratapsing Dnyansing Pardeshi had executed the registered sale deed on dated 24.11.1992 in favour of Mr. Satish Digambar Ramdasi for the total consideration of Rs. 1,25,000/-. That the said sale was made and executed before the office of

Sub Registrar, Haveli No. 7 by its registration no. 421/1992. That on the basis of the registered sale deed the mutation entry no. 16032 was recorded on 14.6.2010 recording the name of Mr. Satish Digambar Ramdasi on the revenue record.

AND WHEREAS on the basis of the mutation entry no. 16032 the name of Mr. Satish Digambar Ramdasi was recorded as the owner on 7/12 extract in respect of the land situated at Village Wadgaon Sheri, Survey No. 39/4/1A/3 admeasuring 4.65 R and 0.05 Aakar. That Mr. Satish Digambar Ramdasi became the absolute owner by having the total rights, title and interest in respect of the said property and he has decided to sell, transfer and convey the said property and had put the property for sale.

AND WHEREAS accordingly Mr. Satish Digambar Ramdasi has made and executed sale deed dated 28.03.2012 in favor of M/S Espree Realtors through its Partners Mr. Niranjana Dhanraj Katariya and Preeti Sachin Katariya for the total consideration of Rs. 68,53,500/-. That the said Sale Deed was made and executed before the office of Sub Registrar, Haveli No. 2 by its registration no. 2568/2012. That on the basis of the above registered Sale Deed the mutation entry no. 17104 was recorded by Talathi and accordingly the name of M/S Espree Realtors through its Partners Mr. Niranjana Dhanraj Katariya and Preeti Sachin Katariya were recorded as the owner in respect of the property mentioned in description of the property no. C above.

DESCRIPTION OF THE PROPERTY NO. D

All that piece and parcel of the situated at Village Wadgaon Sheri, Taluka Haveli, District Pune bearing Survey No. 39/4/1A/4 admeasuring 3.71 R and 0.04 Aakar within the limits of Pune Municipal Corporation and within the jurisdiction of Sub-Registrar, Haveli, Pune.

On Or Towards East = Survey no. 39 Hissa no. 4/1a/2
On or towards West = Survey no. 39, Hissa no. 4/1a- surya works
On or towards North = Survey no. 39/4/1a – extrussions and company.
On or towards South = Survey no. 39/4/2b land of Shri. Rajkumar agarwal.

WHEREAS the land bearing Survey No. 39, Hissa No. 4/1A was originally owned by Jayantilal Hastimal Baldota who had sold the land admeasuring 1 Hectar 32 Ares bearing survey no. 39, Hissa No. 4/1A to Sau. Laxmibai Dnyansing Pardeshi and Sau. Mangala Marutirao Patole by

registered sale deed dated 16.12.1967. That the said sale was made and executed before the office of Sub Registrar, Haveli No. 1 by its registration no. 3552/1997.

AND WHEREAS out of Survey no. 39, Hissa No. 4/1A admeasuring 1 Hectar 32 Ares, Sau. Laxmibai Dnyansing Pardeshi was holding the ownership rights of 2/3 share and Sau. Mangala Marutirao Patole was holding the ownership rights of 1/3 share. Accordingly on the separate 7/12 Extract the name of Sau. Laxmibai Dnyansing Pardeshi came to be mutated over survey no. 39/4/1A/1 by recording her 2/3 share on 7/12 Extract.

AND WHEREAS Mr. Pratapsingh Dnyansing Pardeshi has purchased the land admeasuring 371.7 Sq.Mts from Sau. Laxmibai Dnyansing Pardeshi by way of registered sale deed dated 26.6.1986 by its registration no. 7932/86. That on the basis of the registered sale deed the mutation entry no. 3542 was recorded on 22.3.1988 recording the name of Mr. Pratapsing Dnyansing Pardeshi on the revenue record. That in the said mutation entry Hissa number of Mr. Pratapsing Dnyansing Pardeshi was recorded as Survey No. 39/4/1A/4 admeasuring 3.71 R and 0.04 Aakar. That on the basis of the mutation entry no. 3542 the name of Mr. Pratapsing Dnyansing Pardeshi was recorded as the owner of the land situated at Village Wadgaon Sheri, Survey No. 39/4/1A/3 admeasuring 3.71 R and 0.04 Aakar (Herein after referred as the “said Property” for the sake of convenience.

AND WHEREAS Mr. Pratapsing Dnyansing Pardeshi has decided to sell the said property and after knowing the intention the Vendor had approached the owner and finalized the transaction with the owner. That accordingly Mr. Pratapsing Dnyansing Pardeshi had executed the registered sale deed on dated 25.11.1992 in favour of the Vendor i.e. **M/S EXTRUSSIONS AND ACCESSORIES**, A Partnership firm through its Partners, Mr. Anand Vishwanath Badave for the total consideration of Rs. 1,00,000/-. That the said sale deed was made and executed before the office of Sub Registrar, Haveli No. 7 by its registration no. 428/1992. That on the basis of the registered sale deed the mutation entry no. 16031 was recorded on 14.6.2010 recording the name of the Vendor i.e. **M/S EXTRUSSIONS AND ACCESSORIES**, A Partnership firm through its Partners, Mr. Anand Vishwanath Badave on the revenue record.

AND WHEREAS on the basis of the mutation entry no. 16031 the name of **M/S EXTRUSSIONS AND ACCESSORIES**, A Partnership firm through its Partners, Mr. Anand

Vishwanath Badave was recorded as the owner of the land situated at Village Wadgaon Sheri, Survey No. 39/4/1A/4 admeasuring 3.71 R and 0.04 Aakar. That M/S Extrussions and Accessories have decided to sell, transfer and convey the said property and had put the property for sale.

AND WHEREAS accordingly M/s Extrussions and Accessories, A Partnership firm through its Partners Mr. Suresh Bhalchandra Nigudkar, Mr. Anand Vishwanath Badave, Mrs. Sheela Suresh Nigudkar, Mrs. Meera Anand Badave, Mr. Shailesh Suresh Nigudkar and Miss Uma Anand Badave have made and executed sale deed dated 28/03/2012 in favour of M/S Espree Realtors through its Partners Mr. Niranjana Dhanraj Katariya and Preeti Sachin Katariya for the total consideration of Rs. 54,83,000/-. That the said Sale Deed was made and executed before the office of Sub Registrar, Haveli No. 2 by its Registration No. 2569/2012. That on the basis of the above registered sale deed the Mutation Entry No. 17103 was recorded by Talathi and accordingly the name of M/S Espree Realtors through its Partners Mr. Niranjana Dhanraj Katariya and Preeti Sachin Katariya were recorded as the owner in respect of the property mentioned in description of the Property No. D above.

DESCRIPTION OF THE PROPERTY NO. E

All that piece and parcel of the situated at Village Wadgaon Sheri, Taluka Haveli, District Pune bearing Survey No. 39/4/1A/5 admeasuring 471 Sq.Fts i.e. 43.75 Sq.Mtrs within the limits of Pune Municipal Corporation and within the jurisdiction of Sub-Registrar, Haveli, Pune.

On Or Towards East = By Property of Mr. Raosaheb Gangaram Shinde

On or towards West = BY Road,

On or towards North = By Road,

On or towards South = By Property of Espree Realtors.

AND WHEREAS the land which is mentioned in the description of the Property No. E is owned by Mr. Raosaheb Gangaram Shinde bearing Survey No. 39/4/1A/5 admeasuring 2 Are and out of the same the said owner has made and executed the agreement and transferred the said land for the road to M/s Espree Realtors on dated 28/04/2016 for the total consideration of Rs. 18,25,000/-, that the said agreement was made and executed before the office of Sub Registrar, Haveli No. 2 by its registration no. 4244/2016.

WHEREAS upon receipt of full and final consideration the owner i.e. Mr. Raosaheb Gangaram Shinde made and executed the Sale Deed and transferred the said land to M/s Espree Realtors on dated 01/11/2018, that the said Sale Deed was made and executed before the office of Sub Registrar, Haveli No. 2 by its registration no. 9354/2018.

AND WHEREAS the promoters have submitted the building plan before the Pune Municipal Corporation and after the requisite compliance the Pune Municipal Corporation sanctioned the building plan on dated 28/09/2018 and issued commencement certificate No.CC/1935/18.

AND WHEREAS M/S ESPREE REALTORS became entitled to develop the property on the basis of the sanction plan from Pune Municipal corporation and accordingly to construct buildings thereon comprising of residential and commercial units thereon, enter into agreements of allotment / Sale in respect of thereof and on the completion of the scheme to get the sale deeds executed in favour of the purchasers from the said owners.

AND WHEREAS the Promoters accepts the professional supervision of the **Architect, SANDEEP HARDIKAR AND ASSOCIATES** who are registered with the Council of Architecture, and such agreement is as per the agreement prepared by the Council of Architecture and the promoter has appointed a **Structural Designer , Mr. SUHAS JOSHI** for the preparation of the structural design and drawings of the said project/buildings, and the promoter accepts the professional supervision of the Architect and structural engineer till the completion of the said project.

AND WHEREAS the Purchaser applied to the promoters for allotment of FLAT/ SHOP bearing No. -----on ----- floor in the scheme known as “**ESPREE EMINENCE**” being constructed by the Promoters on THE SAID LANDS.

AND WHEREAS the authenticated copies of Certificate of Title issued by the advocate of the Promoter as, “**ANNEXURE A**”, certificate issued by the Registrar of Partnership office as, “**ANNEXURE B**” and authenticated copies of 7/12 extract as, “**ANNEXURE C**” showing the nature of the title of the Promoter to the Project land on which the Flat/Unit/Apartment are constructed or are to be constructed have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter as, “**ANNEXURE D**” and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto.

AND WHEREAS the authenticated copy of the floor/unit plan as, “**ANNEXURE E**” and specification of Unit / Apartment as , “**ANNEXURE F**” agreed to be purchased by the Flat Purchaser, as sanctioned and approved by local authority have been annexed hereto.

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

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

AND WHEREAS the Pune Municipal Corporation as the appropriate authority has Sanctioned the building/s layout and the plans for construction of the buildings for residential Flat/Unit/Apartment on the said property and thereafter the Collector of Pune, Revenue Branch vide order dated 20/10/2018 bearing No. NA/SR/335/2018 Permitted non-agricultural use of the entire property, annexed the order as, “**ANNEXURE G**”.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans along with the area including the allocated right to use of all common restricted areas in the said Building in the present Project.

AND WHEREAS the Promoter has registered the Project under the Provisions of the Act with the Real Estate Regulatory Authority at -----no. -----Authenticated copy, “**ANNEXURE H**” is attached hereto

AND WHEREAS the Purchaser/s herein being desirous of purchasing and thereby has applied to the Promoters for purchase of the Flat/Unit bearing No. 000, on the 000 Floor being constructed in the said scheme.

AND WHEREAS the Purchaser demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents of title relating to the said Land, and the plans/s, designs and specifications prepared by the Architects of the Promoter and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, (“**the MOFA**”) and the Rules made there under (“**the MOFA Rules**”) as well as under the provisions of The Real Estate (Regulation and Development) Act, 2016 (“The RERA”) and the Rules and Regulation made there under (“the Rules”);

AND WHEREAS, the present agreement is made and executed relying upon the carpet area of the unit only as mentioned under the present applicable law and the total price paid by the purchaser is only on the carpet area of the unit only.

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

AND WHEREAS prior to the execution of these presents the Flat Purchaser /Purchaser/s has paid to the Promoter a sum of Rs 0,00,000/-, being part payment of the sale consideration of the Flat/Unit/Apartment agreed to be sold by the Promoter to the Flat Purchaser /Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Flat Purchaser /Purchaser/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing and excludes the charges attributable for stamp duty, registration charges, service tax, VAT, G.S.T as applicable by law, and other charges/ taxes as per the area of the said unit or as may be levied by the state or the central government or any other authority and arising from or incidental for the sale of the

said flat/Unit by the Promoter/s to the Flat Purchaser /Purchaser/s before or after taking the possession of the said flat/Unit/Apartment.

AND WHEREAS under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of the said Flat/Unit/Apartment with the Flat Purchaser /Purchaser/s, being in fact these presents and also to register said agreement under the Registration Act, 1908, Further the present agreement and all its contents have been read and accepted by the Flat Purchaser /purchaser/s herein.

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

1. Construction of the Project / Apartment:

The Promoter shall construct the said building/s consisting of ----- floors on the project land in accordance with the plans, designs, specifications approved by the concerned local authority from time to time with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority.

The Promoter is the developer as well as the owner of the said Land and is absolutely entitled to sell, lease the Flats / Shops to be constructed/under construction on the said Land, which are free from any encumbrance except as setout above.

The Promoter hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans from time to time and shall, before handing over possession of the Flat / Shop to the Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the Flat / Shop.

2. Consideration / price of the said Flat / Apartment:

2.1 The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser Flat / Shop No. 000 on the 00 floor, admeasuring area statement (in SQ. MT)

Flat No.	Carpet Area		
00	00.00	00.00	00.00

in the building (hereinafter referred to as “ the Apartment”) as shown in the Floor plan for the consideration of Rs. 00,00,000/- (Rupees only)

2.2 The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Flat Purchaser covered parking spaces bearing No. 00 being constructed in the layout for the consideration of Rs. 0,00,000/-. Further that the purchaser shall not in the future raise any dispute about the suitability of the said parking space as constructed by the developer.

2.3 The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs. 00,00,000/-.The Flat Purchaser /s agrees and understands that timely payment towards purchase of the said Apartment as per payment plan / schedule hereto is the essence of the Agreement.

2.4 The Flat Purchaser has paid on or before execution of this agreement a sum of Rs. 0,00,000/- (Rupees Only) as advance payment and hereby agrees to pay to that Promoter the balance amount of Rs. 00,00,000/- (Rupees only) in the following manner:-

- i. Amount of Rs. 0,00,000/- (Rupees only) (not exceeding 30 % of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii. Amount of Rs. 0,00,000/- (Rupees only) (not exceeding 45 % of the total consideration) to be paid to the Promoter on completion of the Plinth of the building in which the said Apartment is located.
- iii. Amount of Rs. 0,00,000/- (Rupees only) (not exceeding 70 % of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs. 0,00,000/- (Rupees only) (not exceeding 75 % of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, of the said Apartment.
- v. Amount of Rs. 0,00,000/- (Rupees only) (not exceeding 80 % of the total consideration) to be paid to the Promoter on completion of the staircases, lift wells, lobbies up to the floor level of the said Apartment.

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

2.7 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Flat Purchaser by discounting such early payments @ 6% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate or rebate shall not be subject to any revision / withdrawal, once granted to an Flat Purchaser by the Promoter.

OR

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

2.8 Mode of Payment:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones (not valid in special cases where specific dates are mentioned), the Flat Purchaser shall make all payments, on demand by the Promoter, within the stipulated times as mentioned in the Payment Plan through A/c Payee cheque / demand draft or online payment (as applicable) in favour of Espree Realtors payable at Pune.

3 Adjustment / Appropriation of Payment:

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

4 Interest on unpaid due amount:

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

5 Observation of Conditions Imposed by Local / Planning Authority:-

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority, state and or Central Government including Environment department at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate or any; time thereafter. The Promoter shall before handing over possession of the said apartment to the Flat Purchaser /s herein, obtain from the concerned planning / local authority / development controlling authority occupation and / or completion certificate in respect of the said apartment. Not with standing anything to the contrary contained herein, the Flat Purchaser shall not be entitled to claim possession of the said apartment until the completion certificate is received from the local authority and the Flat Purchaser has paid all dues payable under this agreement in respect of the said apartment to the Promoter and has paid the necessary maintenance amount / deposit, service tax, vat and other taxes payable under this agreement of the said apartment to the Promoter.

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

specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the developer.

6 Disclosure and investigation of marketable Title:-

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

7 Specifications and amenities:-

The specification and amenities of the apartment to be provided by the Promoter in the said project and the said apartment are those that are set out in **schedule III** hereto. Common amenities for the project on the said land are stated in the **schedule IV** annexed hereto. As per our policy there shall be no customization permitted inside the said apartment. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession.

8 Compliance of laws relating to remittances:-

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

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

9 Possession of the Apartment:-

9.1 Schedule for possession of the said Apartment: - The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. Subject to receipt of full consideration / total price and dues of the Promoter and taxes thereon are paid by the Flat Purchaser /s in respect of the said apartment, in terms of these presents, The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Apartment on 31/12/2021.

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

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

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

If however, the completion of the Project is delayed due to the Force Majeure conditions then the Flat Purchaser agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Flat Purchaser agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Flat Purchaser the entire amount received by the Promoter from the allotment within 30 days from that date. After any refund of the money paid by the Flat Purchaser, Flat Purchaser agrees that he / she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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

9.2 Procedure for taking possession:-

The Promoter, upon obtaining the occupancy certificate from the local / competent / planning authority shall offer in writing to the Flat Purchaser /s intimating that, the said apartment is ready for use and occupation. The Flat Purchaser /s herein shall inspect the said apartment in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration / total price and dues to the Promoter as per terms and conditions of this agreement and take the possession of the said apartment within 15 days from the date of written intimation issued by the Promoter to the Flat Purchaser herein. The Promoter agrees and undertakes to indemnify the Flat Purchaser /s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Flat Purchaser agree(s) to pay the maintenance charges as determined by the Promoter / association of Flat Purchaser /s, as the case may be.

9.3 It shall be expressly agreed that wherever it is the responsibility of the Flat Purchaser to apply and get necessary services the same shall not be undertaken by the promoter and the Flat Purchaser shall be solely responsible for the same.

9.4 Failure of Flat Purchaser to take Possession of (Apartment / Plot):-

Upon receiving written intimation from the Promoter, the Flat Purchaser /shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement, and the Promoter shall give possession of the Apartment to the Flat Purchaser . In case the Flat Purchaser fails or commits delay in taking possession of said Apartment within the time provided as agreed in the agreement, such Flat Purchaser shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said apartment and the Promoter shall not be liable for the maintenance, wear and tear of the said Apartment.

9.5 Possession by the Flat Purchaser :-

After obtaining the occupancy certificate and handing over physical possession of the said apartment to the Flat Purchaser /s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Flat Purchaser /s or the competent authority, as the case may be as per the local laws.

9.6 Compensation:-

That the Flat Purchaser has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building / phase / wing and the said land there under

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

Provided that where if the Flat Purchaser does not intend to withdraw from the said Project, the Promoter shall pay the Flat Purchaser interest as per State Bank of India highest Marginal Cost of Lending Rate 2% on all the amounts paid by the Flat Purchaser, for every month of delay, till the handing over of the possession of the Apartment.

10 . Time is essence:-

Time is essence for the Promoter as well as the Flat Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the (Apartment / Plot) to the Flat Purchaser and the common areas to the association of the Flat Purchaser s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Flat Purchaser shall make timely payments of the installment and other dues payable by him / her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as per Payment plan in clause 2.5 in this agreement or by Payment plan set out in schedule.

11 Termination of Agreement:-

11.1 Without prejudice to the right of promoter to charge interest in terms of sub no. 5 above, on the Flat Purchaser committing default in payment on due date of any amount due and payable by the Flat Purchaser to the Promoter under this Agreement (including his / her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Flat Purchaser committing three defaults of payment reminders. The Promoter shall at his own option, may terminate this Agreement.

Provided that, Promoter shall give notice of 15 days in writing to the Flat Purchaser, by Registered Post AD at the address provided by the Flat Purchaser and mail at the e-mail address provided by the Flat Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Flat Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Flat Purchaser (subject to adjustment and recovery of any administrative expenses of an amount of Rs. 2,50,000/- and / or any other expenses incurred by the Promoter for such unit as requested by the Flat Purchaser or any other amount which may be

payable to Promoter,) within a period of 30 days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Flat Purchaser to the Promoter and the Promoter herein shall be entitled to deal with the said apartment with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement.

11.2 For whatsoever reason if the Flat Purchaser /s herein, without any default or breach on his / her / their part, desire to terminate this agreement / transaction in respect of the said apartment then, the Flat Purchaser /s herein shall issue a prior written notice to the Promoter as to the intention of the Purchaser/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said apartment with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 days' notice in writing calling upon him / her / them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

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

12 Defect liability :-

If within a period of five years from the date of handing over the Apartment to the Flat Purchaser, the Flat Purchaser brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Flat Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the Flat Purchaser /s shall not carry out any alterations of the whatsoever nature in the said apartment of phase / wing and in specific the structure of the said unit / wing / phase of the said building which shall include but not limit to columns, beams etc. or in the fittings herein, in particular it is hereby agreed that the Flat Purchaser /s shall not make any alterations in any of the

fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc. That it shall be the responsibility of the Flat Purchaser to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filed with white cement / epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the developer to the Flat Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said unit / building / phase / wing, and if the annual maintenance contracts are not done / renewed by the Flat Purchaser /s the promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendor / manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.

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

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

13 Formation of Organization of Apartment Holders:-

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

13.1 The Flat Purchaser along with other Flat Purchaser (s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and / or membership and the other papers and documents necessary for the formation and registration of the society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Flat Purchaser , so as to enable the Promoter to register the common organization of Flat Purchaser . No objection shall be taken by the Flat Purchaser if any; changes or modifications are made in the draft bye-laws, or the Memorandum and / or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be or any other Competent Authority

13.2 The Promoter shall, (mention date) of registration of the Society or Association or Limited Company, as aforesaid cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor / Lessor / Original Owner / Promoter and / or the owners in the said structure of the Building or wing in which the said Apartment is situated.

14 Conveyance of the said Apartment:-

The Promoter, on receipt of complete amount of the Price of the said Apartment under the Agreement from the Flat Purchaser , shall execute a conveyance deed and convey the title of the said unit not later than three years and with proportionate indivisible share in the Common Areas to the Society / association / federation / limited company as may be formed all the right, title and interest of the promoter / original owner in the aliquot part of the said land i.e. said project referred in Schedule-II. However, in case the Flat Purchaser fails to

deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Flat Purchaser authorizes the Promoter to withhold registration of the conveyance deed in his / her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Flat Purchaser.

15 Payment of Taxes, Cesses, outgoings etc. :-

- 15.1 The Purchaser/s herein is well aware that, the State Government of Maharashtra has imposed value added tax (VAT) on the agreed consideration, for the transaction for sale of apartment by the Promoter to the Flat Purchaser of the apartments under the Value Added Tax Act 2002 and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Flat Purchaser /s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter herein to enable the Promote to deposit / pay the same to the Government of Maharashtra.
- 15.2 The Flat Purchaser /s herein is well aware that, the Central Government of India has imposed service tax on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of apartments by the Promoter to the Flat Purchaser /s and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the Promoter and hence it is agreed between the parties hereto that, the Flat Purchaser /s herein shall bear and pay the aforesaid tax amount on every installment of consideration.
- 15.3 If at any time, after execution of this agreement, the service tax and Value Added Tax (VAT) GST etc. is imposed / increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes / duty / charges / premium / cess / surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute / rule / regulation notification order / either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said apartment or this agreement or the transaction herein, shall exclusively be paid / borne by the Flat Purchaser /s. The Flat Purchaser /s hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Flat Purchaser the details of the taxes paid or demanded along with the acts / rules / notifications together with dates from which such taxes / levies etc. have been imposed or become effective.

- 15.4 Within 15 days after notice in writing is given by the Promoter to the Flat Purchaser that the Apartment is ready for use and occupancy, the Flat Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and / or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it the Flat Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined.
- 15.5 Not with standing anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Flat Purchaser /s of the said apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Flat Purchaser /s along with interests and Flat Purchaser /s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Flat Purchaser /s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said apartment being first encumbrance of the Promoter. The Flat Purchaser /s herein with due-diligence has accepted the aforesaid condition.
- 15.6 That the Flat Purchaser s are made aware and expressly agree herein that where the project is out of water supply zone of the local authority and there is likely to be low water supply from the local authority and the Flat Purchaser shall have to pay for the water charges either by tanker or any other form.

16 Deposits by Flat Purchaser /s with the Promoter :-

The Flat Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:

- (i) RS. 00000/- for formation and registration of the Society or Limited Company / Federation / Apex body.
- (ii) RS. 00000/- Two years maintenance cost.
- (iii) RS. 00000/- towards M.S.E.B.
- (iv) RS. 00000/- Legal expenses.

17 The Promoters shall utilize the two year maintenance cost as mentioned above (sub- clause no. iv) towards the repair / maintenance of any part of the building as per the discretion of the promoter. It is hereby agreed by the purchaser that the promoter will maintain the constructed portion of the scheme, however the promoter is not liable to pay any maintenance cost towards any account except the repairs and maintenance of the constructed portion i.e. The Exterior of the building, fittings and fixtures of the building. The promoter is not accountable for the said maintenance account. The Promoter is not liable for any statutory payments in respect of the scheme i.e. Water Tax, Property Tax, Cess or any charges levied by Govt, Semi Govt, Corporation or any other competent authority. Promoters shall utilize the aforesaid legal sum as mentioned above (sub- clause No. iii) paid by the Purchaser to the promoters for meeting all legal costs, charges, and expenses, including professional costs of the Advocates of the Promoters in connection with membership of the apartment and cost for preparing and engrossing the present agreement.

18 Representations and Warranties of the Promoter :-

The Promoter hereby represents and warrants to the Flat Purchaser as follow:

- a)** The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project.
- b)** The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.
- c)** There are no encumbrances upon the project land or the Project except those disclosed in the title report.
- d)** There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report.
- e)** All drawings, sale plans other drawing are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the developer has thus disclosed the same to the Flat Purchaser and the Flat Purchaser is aware that professional liability have been undertaken by them individually with the developer which shall prevail on these consultants individually or cumulatively if there is any loss / harm is caused to the Flat Purchaser and based on these said details of the drawings and the calculations and

areas shown, the Flat Purchaser has agreed to take the said unit., the area statement is annexed herewith certified by the Architect. If any drawings, sale plan and any other documents relating to the area calculation if given prior to execution of the present agreement and before coming into the force of RERA Act will be treated as cancelled and the present agreement and the area will supersede all the documents which are handed over to the flat purchaser.

- f)** All approvals, licenses and permits issued by the competent authorities with respect to the Project, and said building / wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building / wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building / wing and common areas.
- g)** The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title, title and interest of the Flat Purchaser created herein, may prejudicially be affected.
- h)** The Promoter has not entered into any agreement for sale and / or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said (Apartment / Plot) which will, in any manner, affect the rights of Flat Purchaser under this Agreement.
- i)** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said (apartment / Plot) to the Flat Purchaser in the manner contemplated in this Agreement.
- j)** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said (Apartment / Plot) to the Flat Purchaser in the manner contemplated in this Agreement.
- k)** The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.
- l)** No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the

Promoter in respect of the project land and / or the Project except those disclosed in the title report.

19 Covenants as to use of said Apartment :-

The Flat Purchaser /s or himself / themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows for the said Apartment and also the said project in which the said Apartment is situated.

- a) To maintain the Apartment at the Flat Purchaser 's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change / alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- b) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Flat Purchaser in this behalf, the Flat Purchaser shall be liable for the consequences of the breach.
- c) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Flat Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Flat Purchaser committing any act in contravention of the above provision, the Flat Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority.

- d)** Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Apartment without the prior written permission of the Promoter and / or the Society or the Limited Company.
- e)** Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f)** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- g)** Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the apartment is situated.
- h)** To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and / or Government and / or other public authority, on account of change of user of the Apartment by the Flat Purchaser for any purposes other than for purpose for which it is sold.
- i)** The Flat Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Flat Purchaser to the Promoter under this Agreement are fully paid up.
- j)** The Flat Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for

the time being of the concerned local authority and of Government and other public bodies. The Flat Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company / Apex Body / Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- k)** Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society / Limited society, the Flat Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- l)** Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Flat Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project or any part thereof to view and examine the state and condition thereof.
- m)** That the Flat Purchaser shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Flat Purchaser .
- n)** That nothing herein contained shall construe as entitling the Flat Purchaser any right on any of the adjoining, neighboring or the remaining buildings / common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Flat Purchaser to the developer in this regards.
- o)** That the parking spaces sold to the Flat Purchaser shall be used only for the purposes of parking and that the said space is designed and made for use of parking a vehicle of not more than 1.80 tones and not more than 2.10 meter height. That this has been clearly made aware to the Flat Purchaser and the same has been agreed by the Flat Purchaser to follow.

(Please add any other obligations that are necessary from your project point of view that the Flat Purchaser /s must undertake to follow)

20 Name of the Project / Building/s Wings :-

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

21 Entire Agreement and Right to Amend:-

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any between the Parties in regard to the said apartment. This agreement may only be amended through written consent of the Parties.

22 Separate Account for Sums Received :-

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Flat Purchaser /s towards total price / consideration of the said apartment and as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or a Company or any such legal entity/ organization that may be formed, towards the out goings, legal charges etc. Provided that the Promoter shall be allowed to withdraw the sums received from the Flat Purchaser /s and utilize the same as contemplated and permitted under the said act and rules and regulations made there under.

23 Right of Flat Purchaser to use Common Areas and Facilities subject to payment of total Maintenance Charges :-

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

agency appointed by it and performance by the Flat Purchaser of all his / her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Flat Purchaser s from time to time. That the list of things that would be covered under the maintenance head are clearly stated and which the Flat Purchaser has expressly agreed to pay for (fully / proportionately) and marked and attached as Annexure G.

24 Measurement of the Carpet Area of the said Apartment :-

The Promoter shall confirm the final carpet area that has been allotted to the Flat Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Architect of the project. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Flat Purchaser within forty five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Flat Purchaser. If there is any increase in the carpet area allotted to Flat Purchaser, the Promoter shall demand additional amount from the Flat Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 2 of this Agreement. That in such a case, the parties hereto agree that a nominated surveyor / architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

25 Provisions of this Agreement Applicable on Flat Purchaser/ Subsequent Flat Purchasers :-

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

That the Flat Purchaser s agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation / benefit given to the promoter in turn for which no conveyance has occurred

to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the Flat Purchaser to the promoter for the same and except his right to enjoy and use the unit purchased by him and any other rights given by the developer to the Flat Purchaser for which consideration has been dispensed.

26 Registration of this Agreement :-

The Promoter herein shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Flat Purchaser /s will attend such office and admit execution thereof, on receiving the written intimation from the Promoter.

27 Payment of Stamp Duty, Registration Fee and Legal Charges :-

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

28 Waiver Not a Limitation to Enforce :-

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

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

29 Severability :-

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably

inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable at the time of execution of this Agreement.

30 Notices :-

That all notices to be reserved on the Flat Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchaser or the Promoter by Registered Post at their respective addresses mentioned in the title.

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

31 Joint Flat Purchaser s :-

That in case there are Joint Flat Purchasers., they shall be considered as joint and severable Flat Purchaser/s for the purpose of these clauses in the agreement and all communications shall be sent by the Promoter to the Flat 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 Flat Purchasers.

32 Governing Law :-

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

33 Dispute Resolution :-

- a) Dispute Resolution. The parties shall amicably resolve any dispute under this Agreement within 15 (fifteen) business days of referral, failing which either party shall have the right to refer such dispute to arbitration as given below.
- b) Arbitration. Any Dispute arising out of or with respect to this Agreement shall be determined by arbitration in Pune in accordance with the Arbitration and Conciliation Act, 1996 before a sole arbitrator appointed by the promoter. The language of the

arbitration shall be English. The place of arbitration shall be Pune. Each party will pay its own costs and expenses. The award of the panel shall be accompanied by findings of fact and a statement of reasons for the decision. All parties agree to be bound by the results of this arbitration. All matters relating to such arbitration shall be maintained in confidence.

- c) This Agreement shall be governed by and interpreted in accordance with the laws of India and the Courts in Pune, India shall have jurisdiction to adjudicate all matters pertaining to this Agreement in exclusion to any other courts.

List of Schedules

Schedule I = Description of the said land.

Schedule II = Description of the Apartment / Flat and covered car parking.

Schedule III = Specifications of the said apartment.

Schedule IV = Description of the Common Amenities for the said project.

List of Annexures

Annexure - A = Copy of the Certificate of the title issued by the advocate.

Annexure - B = Copy of 7/12 Extract.

Annexure - C = Copy of the Commencement Certificate.

Annexure - D = Copy of N.A. Order.

Annexure - E = Authenticated Copy of the Registration Certificate of the Project
Granted by the Real Estate Regulatory Authority.

Annexure - F = Copy of the Floor Plan of the said Flat as per issued by Architect.

Annexure - G = Sanction Floor Plan Copy of the Said Flat approved by local
Authority PMC

Annexure - H = Layout Plan

SCHEDULE I

All that piece and parcel of the property situated at village Wadgaon Sheri, Taluka Haveli, District Pune bearing Survey Number, Hissa Number and the Area mentioned in the table below which is within the limits of Pune Municipal Corporation and within the jurisdiction of Sub Registrar, Haveli Pune.

Property	Survey Number	Area
A	39/4/1A/1	670 Sq. Mtrs
B	39/4/1A/2	464.6 Sq.Mtrs
C	39/4/1A/3	465 Sq.Mtrs
D	39/4/1A/4	371 Sq.Mtrs
E	39/4/1A/5	43.75 sq.Mtrs.
	Total	2014.35 Sq.Mtrs

On or towards east = Part of plot no. 4 and plot no. 8
On or towards west = Dhanpal saw mill and plot no. 2
On or towards north = Road,
On or towards south = Part of plot no. 10 and 11.

SCHEDULE II

THIS Flat/s under this agreement

Flat No.	Carpet Area	Balcony Area	Terrace Area	Cupboard Area	Parking No.
000	00.00	00.00	00.00	00.00	000

on-----Floor in the scheme known as, “ESPREE EMINENCE” situated on the property more particularly described in the schedule.

SCHEDULE – III

SPECIFICATIONS:

Structure

- R.C.C. framed structure.
- Anti-termite treatment.

Flooring

- 24"x24" Vitrified flooring.
- Anti - skid flooring for toilets, dry area & attached terraces.

Doors

- Decorative main door with door fitting.
- Standard doors for bedrooms & Terrace.
- Granite door frame for Toilets & Terrace.

Windows

- 3 track powder coated aluminum sliding windows with mosquito net.
- Marble sills for all windows

Kitchen

- 8ft Black granite kitchen platform with S.S. sink.
- Designer wall tiles up to lintel level
- Provision for exhaust fan & water purifier.

Toilets

- Ceramics/ Glazed wall tiles up to lintel level.
- Provision for exhaust fan & geyser.
- Hot & cold mixer unit in toilets.
- Standard C.P. fittings.
- Concealed plumbing

Electrification

- Concealed copper wiring
- Modular switches, Electrical points with M.C.B.
- TV & Tele. Point in living room.

Painting

- Internal oil bond distemper.
- External Apex/Texture paint

SCHEDULE – IV

AMENITIES:

- Children Play Area
- Climbing Wall
- Yoga Pavilion + Stage
- Senior Citizen Sitting Area
- Mural Wall
- Herb Planter
- Party Lawn
- Signage Wall
- Attractive Main Gate
- Entrance Lobby
- Sit Out Area
- Modern 8 Passenger Lift with Inverter Back Up facility
- Automatic Water Management System
- Rainwater Harvesting System
- Decorative Compound wall
- Tree Plantation in common area
- Vermiculture Pits in common area
- Decorative Street lights, in Parking area,
- Chequered Tiles for Parking area
- Paved / Concrete Cement Trimix Internal Roads
- Designer name plates for each flat
- Attractive letter box for each flat
- Car wash area
- Single wash room in Parking area for security & drivers

IN WITNESS WHEREOF the parties hereto have signed this agreement on the date first hereinabove mentioned,
In the presence of:-

PHOTOGRAPH	THUMB IMPRESSION	SIGNATURE

Promoter- Niranjan D Katariya, PARTNER OF ESPREE REALTORS.

PHOTOGRAPH	THUMB IMPRESSION	SIGNATURE

Flat Purchaser. –
WITNESS:-

1. Mrs. Swati R Chordiya
B-202, Gagan Vihar Soc.,
Market Yard, Pune – 411037

2. Mr. Siddharth Janrao
Sr.No. 12, Laxmi Nagar,
Yerwada, Pune – 411006