

AGREEMENT FOR SALE OF FLAT

This agreement for sale of flat is made and executed at Pune on this _____ day of _____, 2019

BETWEEN

M/S PRITHVI EDIFICE PVT. LTD.

A company incorporated under

The Companies Act, having office

at – Office No.12, Nirankar Apartments,

1133/5, Fergusson College Road,

Shivajinagar, Pune 411 016.

Through its Authorised Director:-

MR. ABHAY PANDHARINATH KELE

age about 49 years, Occupation : Business

Residing at - Bungalow No.12, Ambika Society,

Senapati Bapat Road, Near Chatushrungi,

Shivajinagar, Pune 411 016.

Hereinafter referred to as '**THE DEVELOPER**' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its executors and administrators, assigns etc.)

...PARTY OF THE FIRST PART

AND

-----,

Hereinafter referred to as '**THE ALLOTEE/PURCHASER**' (which expression shall mean and include the male and / or female gender and also mean and include singular or plural purchasers as the case may be, and unless it be repugnant to the context or meaning thereof be deemed to mean and include the Purchaser and his heirs, executors, administrators and permitted assigns)

...PARTY OF THE SECOND PART

WHEREAS:

A. All that piece and parcel of Land or ground bearing Survey No. 171/17/18 B/19 Plot No.1 admeasuring 2705.34 sq.mtrs out of the revised sanctioned Layout in respect of lands formerly bearing Hissa Nos.17, 18A, 18B and 19 respectively of land bearing Survey No.171 and Survey No.239 Hissa No.5 F situate, lying and being at Village Hadapsar, Taluka Haveli, District Pune within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Gram Panchayat of Sadesatranali, Hadapsar, Zilla Parishad Pune. and the land upon which the construction is to be carried out is bounded more particularly as under:-

On or towards North : S. No. 171/16

On or towards East : Malwadi-Tupe-Patil Road

On or towards South : S. No. 169/170 Suzlon Company

On or towards West : S. No. 171/17 & Others Plot No. 2

Prithvi Presidio.

herein after referred to as **‘the said Land’**.

B. Shri Tukaram Genu Tupe was the holder of land admeasuring 1 Acre and 7 Gunthas equivalent to 00 Hectares 48 Ares of S.No.171/17, village Hadapsar, Taluka Haveli, District Pune.

C. Shri Tukaram Genu Tupe expired on 04.09.1987 leaving behind him widow – Tanhubai, sons – Baban Sakharam, Balasaheb, Laxman, Sanjay, Raghunath and daughters – Kum. Aruna Tukaram Tupe, Mrs. Sulochana Namdev Jawalkar, Mrs. Kusum Dynanoba Shingote as his only heirs.

D. By Deed of Partition dated 01.03.1993 registered at the Office of the Sub-Registrar Haveli No.3 at Serial No.994/1993, heirs of late Tukaram Tupe partitioned the aforesaid land amongst themselves. Accordingly portion admeasuring 00 Hectares 24 Ares out of aforesaid land came to the share of Shri Balasaheb Tukaram Tupe and Shri Raghunath Tukaram Tupe each.

E. By Development Agreement dated 01.06.2006 registered at the Office of the Sub-Registrar Haveli No.XIX at Serial No.3881/2006,

Shri Balasaheb Tukaram Tupe and Shri Raghunath Tukaram Tupe granted development rights of the said land bearing S.No.171/17 admeasuring 48 Are to M/s Prithvi Developers.

- F. As per the Order dated 10.10.2006 in ULC Case No.772-TU, the Additional Collector and Competent Authority, Pune Urban Agglomeration Pune held that Shri Balasaheb Tukaram Tupe and Shri Raghunath Tukaram Tupe do not hold any “vacant land” in excess of the ceiling limit prescribed under the provisions of Urban Land (Ceiling and Regulation) Act, 1976 and hence the said land bearing S.No.171/17, Hadapsar, is retainable in their hands.
- G. Shri Eknath Raghu Tupe was the holder of land admeasuring 20 Gunthas equivalent to 00 Hectares 20 Ares of S.No.171/18A, Village Hadapsar, Taluka Haveli, District Pune.
- H. By Deed of Sale registered at the Office of the Sub-Registrar Haveli No.II at Serial No.8790/1986, Shri Eknath Raghu Tupe and Shri Maruti Bajirao Tupe, Shri Anantrao Bajirao Tupe and Shri Vishwas Bajirao Tupe, assigned , transferred, assured and conveyed the said land admeasuring 20 Are out of S.No.171/18A to Shri Maruti Bajirao Tupe and two others.
- I. Shri Sopana Bhaguji Tupe was the holder of land admeasuring 19 Gunthas equivalent to 00 Hectares 19 Ares of S.No.171/18B, village Hadapsar, Taluka Haveli, District Pune.
- J. Pursuant to an application made by Shri Sopan Bhaguji Tupe, the name of his grandson Suresh Tulshiram Tupe (then minor), was entered on the revenue record pertaining to the aforesaid land as the holder in possession thereof and the name of the said Shri Sopan Bhaguji Tupe was deleted therefrom.
- K. Shri Suresh Tulshiram Tupe expired on 10.06.1986 leaving behind him mother – Indubai, widow – Ranjana, sons – Sachin, Vinod, daughter –Shital Suresh Tupe, brother – Maruti Tulshiram Tupe as his only heirs.
- L. As per the Order dated 07.05.2001 in ULC Case No.319+320T, the Deputy Collector and Competent Authority, Pune Urban Agglomeration Pune held that the provisions of Urban Land (Ceiling and Regulation) Act, 1976 are not applicable to the said lands

bearing S.No.171/18A and 171/18B, Hadapsar, Pune and hence the said lands are retainable in the hand of their respective holders under the provisions of the said Act.

- M. By Development Agreement dated 15.04.2005 registered at the Office of the Sub-Registrar Haveli No.III at Serial No.2223/2005, Shri Maruti Bajirao Tupe, Shri Anantrao Tupe, Shri Vishwas Bajirao Tupe, Smt. Indubai Tulshiram Tupe, Shri Maruti Tulshiram Tupe, Smt. Ranjana Suresh Tupe, Shri Sachin Suresh Tupe, Shri Vinod Suresh Tupe, Kumari Shital Suresh Tupe granted development rights of the said lands bearing S.No.171/18, 171/18B admeasuring 20 Are and 19 Are respectively to M/s Prithvi Developers.
- N. Thus M/s Prithvi Developers came to hold the development rights of the said lands bearing S.No.171 Hissa Nos.17, 18A and 18B, Hadapsar.
- O. By an Agreement dated 21.07.2006 registered at the Office of the Sub-Registrar Haveli XIX at Serial No.5160/2006, M/s Prithvi Developers and Marvel Realtors & Developers Limited agreed to jointly develop the said lands bearing S.No.171 Hissa Nos.17, 18A and 18B, totally admeasuring 87 Are as an Association of Persons known as "M/S PRITHVI MARVEL DEVELOPERS.
- P. The properties bearing S.No.171/19 admeasuring 33 Are and S.No.239/5F admeasuring 12 Are, village Hadapsar, Pune were held by Late Shripati Narayan Tupe as his ancestral properties.
- Q. On demise of Shripati Narayan Tupe the said properties devolved upon his sons i.e. Dashrath Shripati Tupe, Bajirao Shripati Tupe and Rajaram Shripati Tupe. Accordingly their names were mutated in the revenue records vide Mutation Entry No.4116 in respect of the said properties.
- R. Shri Dashrath Shripati Tupe expired on 23.02.1959 leaving behind him widow – Jaibai, sons – Vishwanath, Anantrao, Tanaji, Sambhaji, daughters – Baydabai Dashrath Tupe and Chabbubai Dashrath Tupe as his legal heirs. Accordingly name of Vishwanath Dashrath Tupe being the karta of the family came to be entered in the revenue record in respect of the said properties vide Mutation Entry No.5220. Names

of all the heirs of Late Dashrath Shripati Tupe have been entered in the revenue records vide Mutation Entry No.6851.

- S. Shri Rajaram Shripati Tupe expired on 01.04.1980 leaving behind him widow – Hausabai as his only surviving legal heir.
- T. Shri Bajirao Shripati Tupe expired on 06.03.1984 leaving behind him widow – Anusaya, sons – Marutrao, Anantrao, Vishwas, daughters – Muktabai, Geetabai as his only surviving legal heirs.
- U. Smt. Hausabai Rajaram Tupe (widow of Rajaram Shripati Tupe) by virtue of Will dated 09.08.1985 bequeathed all her right, title and interest in the said properties in favour of Shri Anantrao Bajirao Tupe. The said Smt. Hausabai Rajaram Tupe expired on 18.08.1989 and thereby all her right, title and interest in the said properties devolved upon said Shri Anantrao Bajirao Tupe.
- V. Disputes arose between the families of Shri Dashrath Shripati Tupe and Bajirao Shripati Tupe and as such Shri Vishwanath Dashrath Tupe representing himself as Karta and Manager of the Joint Family of late Dashrath Shripati Tupe filed Regular Civil Suit bearing Regular Civil Suit No.689/1999 against Maruti Bajirao Tupe, Anantrao Bajirao Tupe, Vishwas Bajirao Tupe and Smt. Anusaya Bajirao Tupe and Smt. Muktabai Vishnu Shewale. The Hon'ble IVth Civil Judge Junior Division, Pune by its Judgement and Decree dated 24.12.1999 dismissed the said Regular Civil Suit No.689/1990.
- W. Shri Vishwanath Dashrath Tupe then preferred an Appeal bearing Civil Appeal No.656/2000 before the District Judge, Pune against the said Judgment and Decree passed in Regular Civil Suit No.689/1990. The said Civil Appeal came to be dismissed by the VI th Adhoc Additional District Judge, Pune confirming the order of the Trial Court, vide Judgment and decree dated 31.12.2002.
- X. Shri Vishwanath Dashrath Tupe filed a second appeal No.283 of 2003 challenging the said Judgment and Decree passed by the Hon'ble VI th Adhoc Additional District Judge, Pune in Civil Appeal No.656/2000.
- Y. By Release Deed dated 03.09.2002 registered at the Office of the Sub-Registrar Haveli No.3 at Serial No.518/2002 Mrs. Baydabai Bharat Dhumal and Mrs. Chabbubai Sudam Bahirat (daughters of

Dashrath Shripati Tupe) have released all their rights, title and interest in the said properties in favour of their brothers – Vishwanath Dashrath Tupe, Shantaram Dashrath Tupe and Tanaji Dashrath Tupe.

- Z. The parties to the said suit mutually settled their disputes out of court and accordingly partitioned the ancestral properties including the said properties and have placed the respective party in possession of its share in the ancestral properties to the exclusion of the other party as decided amongst them. Details of partition and terms of settlement which have been recorded as minutes before the Hon'ble Bombay High Court in the said SECOND APPEAL NO.283 OF 2003 and the said Second Appeal No.283 of 2003 has been disposed off in terms of the said minutes.
- AA. In furtherance of the said Consent Terms the said branches of Dashrath Shripati Tupe comprising of Vishwanath Dashrath Tupe and his other family members alongwith the family members of Late Bajirao Dashrath Tupe have executed a Deed of Partition dated 29.07.2010 registered at the Office of the Sub-Registrar Haveli No.3 at Serial No.5427/2010 on 02.08.2010 and by virtue of which the property bearing S.No.171/19 came to be allotted to the share of Maruti Bajirao Tupe, Anant Bajirao Tupe and Vishwas Bajirao Tupe to the exclusion of all other members.
- BB. The property bearing S.No.239/5F totally admeasuring 0 Hectares 12 Ares came to be divided into two parts out of which an area admeasuring 0 Hectares 8 Ares came to be allotted to the share of Maruti Bajirao Tupe, Anant Bajirao Tupe and Vishwas Bajirao Tupe and an area admeasuring 0 Hectares 4 Ares came to be allotted to the share of Vishwanath Bajirao Tupe.
- CC. Name of Maruti Bajirao Tupe, Anant Bajirao Tupe and Vishwas Bajirao Tupe came to be entered as owners in respect of entire S.No.171/19 and in respect of an area admeasuring 0 Hectares 8 Ares out of S.No.239/5F vide Mutation Entry No.39811 on the revenue record. Name of Vishwanath Dashrath Tupe came to be entered as owner in respect of an area admeasuring 0 Hectares 4 Ares out of S.No.239/5F.

DD. By two separate registered Sale Deed registered at the Office of the Sub-Registrar Haveli No.3 the respective lands owners have sold, conveyed and transferred all their right, title and interest to Shri Abhay Pandharinath Kele. Details of Sale Deed are as under –

S.No.	Area H=Are	Name of land owners	Date of Sale Deed and Registration No.	M.E.No. and Date
171/19	0=33	Shri Maruti Bajirao	29.07.2010	39812
239/5F(pt)	0=08	Tupe, Anant Bajirao Tupe and Vishwas Bajirao Tupe alongwith their respective family members	5429/2010	
239/5F(pt)	0=04	Shri Vishwanath Dashrath Tupe alongwith all family members and heirs of late Dashrath Shripati Tupe	29.07.2010 5428/2010	39813

Accordingly name of Shri Abhay Pandharinath Kele was mutated in the revenue records vide aforesaid mutation entries.

EE. By Lease Deed dated 01.08.2011 registered at the Office of the Sub-Registrar Haveli No.VIII at Serial No.7786/2011 Shri Abhay Pandharinath Kele granted lease for a period of 99 years commencing from 01.08.2011 of the said land bearing S.No.239/5F, Hadapsar to Indialand Infrastructure Development Private Limited for the specific and limited purpose as a “Parking Lot” for Vehicles without however giving any right to the said lessee in the F.A.R. arising from the said land bearing S.No.239/5F, Hadapsar, Pune.

FF.Shri Abhay Kele has also acquired right of way over lands out of S.Nos.145 and 238, Hadapsar to the said lands bearing Hissa Nos.17, 18A, 18B and 19 of S.No.171, Hadapsar vide a Deed of

Right of Grant of Way dated 01.08.2011 registered at the Office of the Sub-Registrar Haveli No.VIII at Serial No.7787/2011 executed between Indialand Infrastructure Development Private Limited, M/s Kumar Company, Shri Abhay Pandharinath Kele and Suzlon Energy Limited as a means of access to the said lands out of S.No.171, Hissa No.17, 18A, 18B, 19, Hadapsar from the Mundhwa-Hadapsar Public Road.

GG. The lands bearing S.No.171 Hissa No.17, 18A, 18B and 19 and S.No.239/5F, Hadapsar were amalgamated and a layout consisting of multistoried buildings, open spaces, amenity spaces and area under internal roads was sanctioned by A.D.T.P. vide letter bearing No.NABP/Mouje Hadapsar/Tal. Haveli/ Gat / S. No. 171/ 17/ 18A/ 18B/19/ 239/5F/SSP/4254 dated 16.07.2013 and permission for Non Agriculture use passed by the Collector Pune vide Order bearing No.PRH/NA/SR/913/2010 dated 26.01.2011. The said layout was revised by Order bearing No.PRH/NA/SR/1112/13 dated 25.10.2013. By virtue of the said revised layout the lands herein before mentioned are amalgamated and sub-divided to form two plots viz. Plot "1" and Plot "2"

HH. As per the said revised layout the said Plot "1" totally admeasuring 4437 sq.mtrs physically comprised of portions admeasuring 1874 Sq.mtrs., 1324 Sq.mtrs. and 1239 Sq.mtrs. in the lands bearing S.No.171 Hissa No.17, 18B and 19, Hadapsar, respectively.

II. The said Plot "No.1" comprised of the following, that is to say:

a) Net Plot Area	-	2705.34 Sq.mtrs.
b) Area under Public Road	-	35.38 Sq.mtrs.
c) Area under Internal Road	-	595.88 Sq.mtrs.
d) Open Space	-	440.16 Sq.mtrs.
e) Amenity Space	-	660.24 Sq.mtrs.

Total 4437.00 Sq.mtrs.

JJ. By Sale Deed dated 18.07.2013 registered at the Office of the Sub-Registrar Haveli No.12 at Serial No.6111/2013 on 19.07.2013, Shri Balasaheb Tukaram Tupe & others with consent of M/s Prithvi Developers, Marvel Realtors & Developers Ltd. sold, conveyed and transferred all their right, title and interest in all those portions of land

totally admeasuring 4437 Sq.mtrs. viz. the said Plot “1” and particularly admeasuring 1874 Sq.mtrs., 1324 Sq.mtrs. and 1239 Sq.mtrs. in the lands bearing S.No.171 Hissa No.17, 18B and 19 respectively out of S.No.171 to My Idea Advisory Services Limited.

KK. That subsequent thereto the name of My Idea Advisory Services Limited has been changed to Capri Global Advisory Services Pvt. Ltd. and the Registrar of Companies and effected the change of name in the Register of Companies to that effect.

LL. The sanctioned building plans are further revised under letter No. NABP/Mouje Hadapsar/Tal. Haveli/ Gat/S.No.171/17/18A/18B/19/239/5F/SSP/3835 dated 24.06.2014 and further revised under letter No. NABP/Mouje Hadapsar/Tal. Haveli/ Gat / S.No. 171/17/ 18A/18B/19/239/5F/SSP/3925 dated 27.06.2014

MM. Permission for Non Agriculture use passed by the Collector Pune vide Order bearing No.PRH/NA/SR/913/2010 dated 26.01.2011. The said Permission was revised by Order bearing No.PRH/NA/SR/1112/13 dated 25.10.2013 and further revised by Order No. PRH/NA/SR/941/14 dated 14.10.2014.

NN. Accordingly the revenue records in respect of the lands S.No.171 Hissa No.17 admeasuring 0 hectares 48 R, S.No.171 Hissa No.18A admeasuring 0 hectares 20 R, S.No.171 Hissa No.18B admeasuring 0 hectares 19 R, S.No.171 Hissa No.19 admeasuring 0 hectares 33 R and S.No.239/5F admeasuring 0 hectares 12 R, Hadapsar have been amalgamated and separate 7/12 forms have been created vide mutation Entry No. 46836 as under:-

Sr.No.	Survey No.	Plot No.	Area in sq.mtrs
1)	171/17/18 B/19	Plot No.1	2705.34
2)	171/18B/19	Open space No.1	440.16
3)	171/18B/19/1	Internal Road Plot No.1	631.26

4)	171/17/18A/18 B/19	Amenity Space No.1	660.24
		Total	4437 sq.mtrs

OO. Thus the plot of lands bearing i) Survey No. 171/17/18 B/19 Plot No.1 admeasuring 2705.34 sq.mtrs, ii) Survey No. 171/18 B/19 Open space No.1 admeasuring 440.16 sq.mtrs , iii) Survey No. 171/18 B/19/1 Internal Road Plot No.1 admeasuring 631.26 sq.mtrs, and iv) Survey No. 171/17/18A/18 B/19 Amenity Space No.1 admeasuring 660.24 sq.mtrs forming contiguous block of land admeasuring 4437 sq.mtrs. were absolutely owned by Capri Global Advisory Services Pvt. Ltd.

PP. That vide a Deed of Conveyance dated 07.06.2016 (duly registered under Serial No.5127 of 2016 with Sub-Registrar Haveli VIII, Pune), the said Capri Global Advisory Services Pvt. Ltd assigned, transferred, assured and conveyed the said contiguous block of land admeasuring 4437 sq.mtrs. and handed over the possession thereof to/ in favour of MARVEL LUXURY REALTORS PRIVATE LIMITED.

QQ. That vide a Deed of Conveyance dated 01.01.2019 (duly registered under Serial No.1162 of 2019 dated 21/02/2019 with Sub-Registrar Haveli II, Pune), the said MARVEL LUXURY REALTORS PRIVATE LIMITED assigned, transferred, assured and conveyed the said contiguous block of land admeasuring 4437 sq.mtrs. and handed over the possession thereof to/ in favour of PRITHVI EDIFICE PRIVATE LIMITED

RR. The name of PRITHVI EDIFICE PRIVATE LIMITED viz. the DEVELOPER has been duly entered in the revenue records vide mutation entry no.48952.

SS. The Developer intends to cause construction on the land bearing Survey No. 171/17/18 B/19 Plot No.1 admeasuring 2705.34 sq.mtrs out of the said contiguous block of land admeasuring 4437 sq.mtrs. The said land bearing Survey No. 171/17/18 B/19 Plot No.1 admeasuring 2705.34 sq.mtrs is herein after referred to as the

“Project land/ said property” and the Developer is in possession of the said Project land.

TT. The Developer, at its own costs and expenses, prepared the building plans in respect of the said Project land considering the permissible FSI, premium FSI and TDR and the Developer submitted the building plan of the proposed building to be constructed upon the said Project land by consuming entire permissible F.S.I of the said Project land and also FSI of the land bearing Survey No. 171/18B/19/1 Internal Road Plot No.1 to the Pune Municipal Corporation and the Pune Municipal Corporation has sanctioned the same vide the Commencement Certificate No. CC/0533/19 dated 10-06-2019 (Hereinafter referred to as **‘the said building plans’**).

UU. The Developer hereby expressly discloses that the land bearing Survey No. 171/18B/19/1 Internal Road Plot No.1 shall not be a part of the project land, the Developer shall retain the Ownership of the same. It is further clarified that the Developer shall not cause any construction of the said land bearing Survey No. 171/18B/19/1 Internal Road Plot No.1 however the Developer shall be entitled to permit the use of the said road for the purposes of ingress and egress by the occupants of the building to be constructed on the said Project land, Amenity Space Plot No.1, Amenity Space Plot No.2 and also Plot No.2. The Developer shall be further entitled to permit the same to be used for providing parking facilities without causing any obstruction to the thoroughfare thereon by foot or vehicles at all times.

VV. The Developer has obtained the sanction for the building plan for the Parking + Eleven floors for the proposed building. The said **building plans** sanctioned by the Pune Municipal Corporation are **annexed** to this Agreement. The Developers have also proposed to utilise the permissible Paid/premium FSI, TDR for the said Project land and proposed to construct building comprising of Parking + Seventeen Floors. (Hereinafter referred to as **‘the said building’**) The proposed building plans after consumption of the entire FSI including premium/paid FSI/TDR etc. as per prevalent DC Rules are also

annexed to this Agreement. The Developers 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.

WW. While sanctioning the building plans the Pune Municipal Corporation, Pune has laid down certain terms and conditions, stipulations and restrictions, which are to be observed and performed by the Developer and the Owners, while developing the said Project land and upon due observance and performance of which only the completion and occupation certificate in respect of the said proposed building shall be granted by the Pune Municipal Corporation.

XX. The Allottee is offered an Apartment bearing number _____ on the _____ floor in wing _____, (herein after referred to as the said "Apartment") in the said Building, by the Developer

YY. The Developers have engaged a License Engineer _____ and structural engineer 452 registered with the Pune Municipal Corporation for the preparation of structural designs, drawings of the proposed building to be constructed on the said Project land and the Developer accepts the professional supervision of the Licensed Engineer, Structural Engineer till completion of the building.

ZZ. The Developers have registered the Project under the provisions of the Real Estate (Regulation and Development) Act 2016 with the Real Estate Regulatory Authority bearing Registration no. ----- as PHASE-I It is expressly understood that further construction of proposed building in respect of twelve floor to upper seventeen floors shall be carried out as per the proposed building plans disclosed to the Allottee/ Purchaser.

AAA. That the Developers have sole and exclusive right to sell the Flats in the said building/s to be constructed by the Developers on the Project Land and to enter into Agreement/s with the allottee(s) of the Flats to receive the sale consideration in respect thereof.

BBB. That on demand from the allottee, the Developer has given inspection to the Allottee of all the documents of title relating to the Project land and the plans, designs and specifications prepared by the Developer’s Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

CCC. The following Annexures have been annexed to this Agreement and marked as Annexure A, B, C, C-1 C-2, D, E, F and G respectively.

Sr.No.	Particulars	Annexure
1.	7/12 extract	A.
2.	Certificate of Title issued by the Advocate of the Developer	B.
3.	Sanctioned Building plan.	C.
4.	Proposed building Plan (After utilisation of TDR, paid/premium FSI)	C-1
5.	Tentative parking allotment plan	C-2
6.	Floor Plan of said Apartment as per sanctioned building plan.	D.
7.	Specifications	E.
8.	Commencement Certificate	F.
9.	Registration Certificate under RERA.	G.

DDD. The Allottee has agreed to Purchase and applied to the Developers for allotment of an Apartment No. _____ located on the _____ floor in wing _____ of the building to be constructed on the Project land, having a carpet area of _____ sq. mtrs, enclosed balcony area _____ sq meters, cupboard area _____ sq. meters. along with the adjacent terrace area admeasuring _____ Sq mtrs, exclusive right to use and occupy Entrance Lobby area admeasuring about _____ Sq.meters and having specifications as set out in the Annexure- E annexed hereto and more particularly described in Schedule II herein under written for price of Rs. _____ (Rupees _____ only).

EEE. The carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment, enclosed balcony (as per sanctioned building plan).

FFF. Prior to the execution of these presents the Allottee has paid to the Developer a sum of Rs. (Rupees) only, being part payment of the sale consideration of the Flat/Apartment agreed to be sold by the Developer to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Allottee has agreed to pay to the Developer the balance of the sale consideration in the manner hereinafter appearing.

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

HHH. That under section 13 of the said Act the Promoter / Developer is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY EXPRESSLY AGREED BY AND BETWEEN THE PARTIES AS UNDER: -

1. DEVELOPMENT OF THE PROJECT LAND:

The Developer shall construct the Building known as 'PRITHVI PROXIMUS' consisting of 11/16 floors on the portion of the said Project land in accordance with the plans, designs, specifications approved by the Pune Municipal Corporation and which has been seen and approved by the Purchaser.

Provided that the Developers shall have to obtain prior consent in writing of the Allottee / Purchaser in respect of variations or modifications which may adversely affect the Flat/ Unit of the Allottee except any alteration or addition required by any Government authorities or due to change in law and also except such plans which have been disclosed to the Allottee / Purchaser viz. plans incorporating the Paid FSI/ TDR which are permissible as per prevalent DC rules. The developer has utilized FSI of 4115.22 Sq meters and Paid FSI of 679.77 Sq meters at present and proposed to utilize TDR of ----- sq. meters and premium FSI of ____ sq.meters.

2. AGREEMENT:

2.1. The Purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser the Apartment/ Flat / Unit bearing No. _____, admeasuring Carpet Area ____ Sq.Ft. i.e. _____. Mtrs., along with adjacent Terrace 1, Terrace 2 , Exclusive Balcony and Dry Balcony having Carpet

Area _____ Sq. Ft., _____ Sq. Ft. , _____ Sq. Ft. & _____ Sq. Ft. respectively totally admeasuring _____ Sq. Ft. i.e. _____ Sq Mtrs., on the _____ Floor in the Tower/Building ____ Phase I , as shown in the floor plan for the _____ floor, copy whereof is hereto annexed and marked **Annexure “A”**, as per the sanctioned building plan (hereinafter referred to as the “Flat” and more particularly described in the Schedule II written hereunder) for the total consideration of **Rs. _____/-(Rupees _____ Only).**

2.2. The above said amount of Rs. _____ / (Rupees _____ only)

is exclusive of all expenses for stamp duty, registration charges, sales tax, service tax, GST, taxes under works contract Act, other taxes, Society formation charges, deposit, maintenance charges and other incidental charges and the same shall be payable by the Allottee / Purchaser as and when demand thereof is made by the Developer before possession.

2.3. The Allottee / Purchaser/s specifically agree/s that the agreed sale price does not include any taxes and that due to any interpretation or amendment or any other reason/s the transaction covered by this agreement is held subject to tax under Sales Tax Law (including any payment required to be made by the Developers or recovered from the Developers or for which the Developers are liable towards the Maharashtra Sales Tax on Transfer of property in goods involved in the execution of works contract or under any other statutory modification or enactment thereof or any other State or Central Act) or any other tax such as GST, Service Tax etc. becoming/ levied on this transaction, then in that event the Allottee / Purchaser/s alone shall be liable for any taxes levied in the past, present or future on this transaction, payable by the Developers to the Government, Municipal Corporation, other local or public body or authority, the same shall be borne and paid by the Allottee / Purchaser/s to the relevant authority before due date within 7 (seven) days from the date of intimation by the

Developers to the Allottee / Purchaser/s or reimbursed/ paid to the Developers as the case may be. In any event any taxes/ cess/ charges being levied in respect of the present transaction retrospectively the same shall be liable to be borne by the Allottee / Purchaser/s.

2.4. The Allottee / Purchaser/s herein is well aware that, the Central Government of India has inserted Sec.194-IA in Income Tax Act 1961 imposed responsibility on Allottee / Purchaser/s if consideration payable by the Allottee / Purchaser/s to the Developers is more than Fifty Lakh, then at the time of credit of such sum to the account of Developers or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount equal to 1% of such sum as income tax thereon and accordingly if the Allottee / Purchaser/s herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is made, produce original Challan-cum-statement in Form No.26QB u/s 194-IA of Income Tax Act 1961 read with Income Tax Rule 30(a)(2A) & 31A in the name of Developers herein with PAN AAFCP7485A then only the Developers will acknowledge receipt of part consideration of said tenement for the amount equal to deducted and paid under such Challan-cum-statement.

3. Description of the said Flat-

(A) Scheme	
(B) Building / Tower	
(C) Flat No.	
(D) Floor	
(E) Carpet area	
(F)Dry balcony area	
(G) Adjacent Terrace	

(H)Extra Facilities / exclusive rights to use and occupy (Common limited area or Restricted area) (i) Entrance Lobby (ii) Parking Lot	
---	--

4. PAYMENT :

4.1. The Purchaser has paid to the Developer a sum of Rs. _____/- (Rupees _____only) on or before the execution of this Agreement and agrees to pay the balance sum of Rs. _____/- (Rupees _____ only) in the following manner:

Sr. No.	Amount Rs.	Particulars
1	Rs. _____/-	paid at the time of booking .
	Rs. _____/-	To be paid by the Purchaser directly to the Income Tax Department being the amount of 1% TDS to be paid for the Developer as per the amended provisions of section 194-IA of the Income Tax Act.
4.	Rs. _____/-	to be paid on the commencement of construction of plinth level work
5.	Rs. _____/-	be paid on the commencement of casting of II floor slab work
6.	Rs. _____/-	To be paid on the commencement of casting of IV floor slab work
7.	Rs. _____/-	To be paid on the commencement of casting of V floor slab work
8.	Rs. _____/-	To be paid at the time of commencement of external brick work of the said flat
9.	Rs. _____/-	To be paid at the time of commencement of external plaster work

10.	Rs. _____/-	To be paid at the time of commencement of waterproofing work of the said flat.
11.	Rs. _____/-	To be paid at the time of flooring work of the said flat
12.	Rs. _____/-	To be paid at the time of handing over possession for fit out of the said flat.
	Rs. _____/-	TOTAL (Rs. _____ Only)

- 4.2. The aforesaid payments shall be made by the Purchaser within 10 (ten) days of notice in writing by the Developer to be given as hereinafter mentioned.
- 4.3. Without prejudice to the Developer's other rights under this Agreement and/or in law, the Purchaser agrees to pay to the Developer interest as specified in the Rules viz. State Bank of India highest Marginal Cost of Lending Rate plus two percent, on all the amounts which become due or payable by the Purchaser to the Developer under the terms of this Agreement from the date the said amount is due or payable by the Purchaser to the Developer until the date such outstanding amount is realized by the Developer.
- 4.4. Notwithstanding what is stated above, if the Purchaser fails to pay due instalments towards consideration, along with amount due towards interest, at the said agreed rate within a period of one month from the due date, the Developer may at his sole discretion terminate this Agreement and by issuing a notice to that effect to the Purchaser. Upon termination of this Agreement by the Developer, the Purchaser shall cease to have any right or interest, in respect of the said Flat, in any manner. After termination of this Agreement, the Developer shall be absolutely entitled to sell the said Flat to any person, and the Purchaser shall not raise any objection for the same. Upon sale of the said Flat by the Developer to any prospective Purchaser, simultaneously, the Purchaser herein, shall execute Deed of Cancellation in favour of

the Developer cancelling this Agreement and upon execution of Deed of Cancellation, the Developer shall refund the entire amount received from Purchaser herein, towards consideration from time to time without interest.

5. CHARGES INCLUSIVE IN CONSIDERATION AMOUNT:

The Developer hereby expressly agrees that the consideration amount herein before mentioned is inclusive of the charges towards formation & registration of Association of Apartments and also the deposits payable to the concerned local authority or government for giving water, electricity or any other service connection to the building in which the said flat is situated and M.S.E.D.Co. Ltd. (SLC charges etc).

6. TITLE :

As mentioned earlier, except the mortgage with financial institution as set out in the title report, the said Project land is free from encumbrances and the Developer i.e. the party of the first part herein are having a good, clean and marketable right, title and interest to the same. The Advocate of the Developer has already investigated the title of the said Project land and has also submitted **Title Report and Title Certificate in respect of the said Project land** and the Title Certificate is annexed to this Agreement as **Annexure B**. The Purchaser herein, has also verified title of the said Project land independently and has also perused all necessary documents and the Purchaser does hereby accept the title of the Developer to the Project land.

7. OBLIGATIONS OF DEVELOPERS/DEVELOPER:

7.1. The Developer shall construct the Building in accordance with the plans, designs, specifications that are approved by the Pune Municipal Corporation and with only such variations and modifications as the Developer may consider necessary and/or convenient and/or as may be required to be made by the Pune

Municipal Corporation and/or any other concerned authority/s (**“Sanctioning Authorities”**).

Provided that the Developer shall have to obtain prior consent in writing of the Allottee / Purchaser in respect of variations or modifications which may adversely affect the Flat/ Unit of the Allottee except any alteration or addition required by any Government authorities or due to change in law and also except such plans which have been disclosed to the Allottee / Purchaser.

7.2. The Developer agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the Sanctioning Authorities at the time of sanctioning the plans.

7.3. The Developer hereby declares that no part of the Floor Space Index has been utilized by the Developer elsewhere for any purpose whatsoever. The Developer has proposed to utilize the entire Floor Space Index for the said property and also avail TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said project.

8. SPECIFICATIONS :

The specifications to be used by the Developer, for the said flat, are mentioned in the **Annexure E** annexed hereto.

9. PARKINGS:

For the effective management of parking spaces in the Building and in order to avoid any disputes at a later stage, the Developer shall, as it

may deem fit, earmark parking spaces of the Building for exclusive use thereof by purchasers of the premises, depending on availability. The Purchaser hereby authorizes the Developer to earmark parking spaces and accepts the decisions taken by the Developer in relation to such earmarking of parking spaces for vehicles. However, the Developer undertakes that as far as possible he would stick with the tentative allotment plan as shown to the Purchaser and any changes, if made by the Developer would be acceptable to the Purchaser. The Developer has presently prepared a tentative allotment plan of the parking spaces, a copy whereof has been seen by the Purchaser and the Purchaser hereby confirms that the Purchaser has accepted such tentative allotment plan and has also signed a copy thereof and handed over the same to the Developer, signifying the Purchaser's acceptance and no objection thereto. The Purchaser agrees to ratify and confirm the said tentative allotment plan on formation of the Association of Apartment Owners. It is expressly understood that the Parking allotment made by the Developer is without accepting any consideration monetary or otherwise.

10. RIGHTS OF DEVELOPER:

10.1. It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the Flat agreed to be sold by the Developer to the Purchaser and save and except the said Flat all other flats and / or other areas shall be the sole property of the Developer and the Developer shall be entitled to develop the Land in accordance with the sanctioned plans and also the proposed plans which are disclosed to the Purchaser without any reference or recourse from the Purchaser in any manner whatsoever and no consent or concurrence from the Purchaser will be necessary for the same, if the same is not required under any law, statute or rules.

10.2. The Purchaser hereby grants his irrevocable authority, permission and consent to the Developer that the Developer shall have the

right and authority and shall be entitled to deal with, sell or otherwise dispose of any part or portion of the Building including the terraces and parking spaces. The Developer shall have the right to deal with and dispose of any of the areas in the Building for any purpose and shall be entitled to obtain change of user thereof at the discretion of the Developer.

10.3. The Developer shall always have a right to get the benefit of additional FSI, premium/paid FSI or TDR for construction and also to make the additions, alterations, raise storeys or put up additional structures as may be permitted by Sanctioning Authorities and other competent authorities as per law. Such additions, structures and storeys will be the sole property of the Developer alone who will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and it is expressly agreed that the Developer shall be entitled to put a hoarding on the Project land or on the Building or any part thereof including the terrace and the said hoardings may be illuminated or comprising of neon sign and for that purpose Developer is fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the Building as the case may be and alongwith necessary electrical and other connections required for operating the same and the Purchaser agrees not to object or dispute the same. The Purchaser shall not be entitled to raise any objection or claim or any abatement in the price of the Flat agreed to be acquired by him and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Developer. However the Developer shall remove the same upon the completion of the scheme.

10.4. The Developer shall be forming an Association of Apartment Owners and cause to execute Deed of Declaration submitting the said Project land and the building proposed to be constructed thereon to the provisions of Maharashtra Apartment Ownership Act

within three months from the date on which fifty one per cent of the total number of allottees in the said building have booked their apartment. In such event, the Purchaser agrees that even after formation of the Organization, the power and authority of the said Organization so formed or that of the Purchaser and the purchasers of other premises in the Building shall be subject to the overall authority and control of the Developer in respect of any of the matters concerning the Building, the construction and completion thereof and all the amenities pertaining to the same and in particular Developer shall have the absolute authority and control as regards the unsold premises and the disposal thereof. The Developer shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold premises and unless the unsold flats are occupied the Developer shall not be liable to pay any maintenance charges for the same. The Developer shall join in as a member in respect of such unsold premises and as and when such premises are sold, the Organization shall admit such purchaser as the member/s without charging any premium or extra payment of any nature whatsoever either to the Developer and/or the purchasers of such premises.

10.5. Till the entire scheme of development is completed, the Purchaser shall not interfere in any manner in any work of development or construction.

11. POSSESSION :

11.1. The Developers shall give possession of the Said Flat to the Allottee / Purchaser on or before 31-07-2023. If the Developers fails or neglects to give possession of the Said Flat to the Allottee / Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Developers shall be liable on demand to refund to the Allottee / Purchaser the amounts already received by him in respect of the Said Flat with interest at the same rate as may mentioned in the clause 4.3 herein above from the date the

Developers received the sum till the date the amounts and interest thereon is repaid.

Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of the Premises for fit-outs on the aforesaid date, if the construction of the Building is delayed on account of:

- i) non-availability of steel, cement, other building materials, water or electric supply;
- ii) war, civil commotion or act of God;
- iii) Any notice, order, rule, notification of the Government and/or other public or competent authority, Collector, or any disputes or matters relating to the said land pending final determination by the courts or any other authorities.
- iv) Changes in any Rules, Regulations and Bye-Laws of various statutory bodies and authorities from time to time then affecting the development and the scheme.
- v) Delay in grant of any NOC/permission/licensee connection/ installation of any services such as lifts, electricity and water connections and meters to the Scheme/ Flat, Road NOC or completion certificate from appropriate authority.
- vi) Delay or default in payment of dues by the flat purchaser under these presents (without prejudice to the right of Developers to terminate this Agreement under Clause 4.4 above).
- vii) Pendency of any litigation.
- viii) Any extra/additional work required to be carried out in the said flat as per requirement and cost of the Purchaser shall not be calculated / included in the period for grant of possession of the said flat as agreed to herein.
- ix) Any act beyond the control of the Developer.

11.2. The Developers, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee / Purchaser as per the agreement shall offer in writing the

possession of the Said Flat, to the Allottee / Purchaser in terms of this Agreement to be taken, within 3 (three months) from the date of issue of such notice and the Developers shall give possession of the Said Flat to the Allottee / Purchaser. The Developers agrees and undertakes to indemnify the Allottee / Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developers. The Allottee / Purchaser agree(s) to pay the maintenance charges as determined by the Developers or association of Allottee / Purchasers, as the case may be. The Developers on its behalf shall offer the possession to the Allottee / Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

11.3. The Allottee / Purchaser shall take possession of the Said Flat within 15 days of the written notice from the Developers to the Allottee / Purchaser intimating that the said Apartments are ready for use and occupancy.

11.4. Upon receiving a written intimation from the Developers as per clause 11.2, the Allottee / Purchaser shall take possession of the Said Flat from the Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developers shall give possession of the Said Flat to the Allottee / Purchaser. In case the Allottee / Purchaser fails to take possession within the time provided in clause 11.2 such Allottee / Purchaser shall continue to be liable to pay maintenance charges as applicable.

11.5. If within a period of five years from the date of handing over the Said Flat to the Allottee / Purchaser, the Allottee / Purchaser brings to the notice of the Developers any structural defect in the Said Flat or the building in which the said Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developers at his own cost and in case it is not possible to rectify

such defects, then the Allottee / Purchaser shall be entitled to receive from the Developers, compensation for such defect in the manner as provided under the Act.

PROVIDED that the Allottee / Purchaser shall not be entitled to call for rectification of the defects or compensation as the case may be subject to the limitations herein after listed:-

- a. Any items for which the Developers are not responsible under the Construction Standards;
- b. Loss or damage resulting from Allottee / Purchaser's improper maintenance or improper operation;
- c. Loss or damage resulting from Allottee / Purchaser's failure to provide prompt notice to Developers of a problem;
- d. Any defect, damage, or loss resulting from actions or inactions of persons other than Developers, such as independent Contractors retained by Allottee / Purchaser;
- e. Loss or damage caused by external forces, such as acts of God, windstorm, fire, explosion, smoke, water, hail, lightning, falling trees, flood, earthquakes, radon or other gases, pollution, toxic substances, civil disturbance, changes in the level of the underground water table that are not reasonably foreseeable at the time of construction, or criminal acts of a third party;
- f. Any loss or damage by insects or vermin;
- g. Any loss or damage arising while the said Flat/ Unit is being used primarily for non-residential purposes or from the said Flat/ Unit being used for non-residential purposes;
- h. Normal wear and tear, normal deterioration, or normal changes that are the result of characteristics common to the materials used;
- i. Loss or damage resulting from Allottee / Purchaser's failure to comply with a manufacturer's warranty requirements;
- j. Loss or damage resulting from abnormal loading on floors by Allottee / Purchaser that exceed design loads as mandated by applicable building codes;
- k. Damage, including but not limited to fading and ghosting of

paint or other surfaces, resulting from the use of candles; and

I. Damage, attributable to Developers compliance with Plans and Specifications prepared by an architect or other agent of Allottee / Purchaser or for following instructions, directions or rules of the architect or agent or of any community association or related entity.

12. ORGANIZATION:

12.1. Within a period of three months from the date on which fifty one per cent of the total number of allottees in the said building have booked their apartment., a Condominium (**“Condominium”**) under the Maharashtra Apartment Ownership Act, 1970 (**“MAO Act”**) shall be formed in respect of the Building. The Purchaser, and the purchasers of the other premises shall join in the formation and registration of the Condominium and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, memorandum, letters, documents and other papers and writings for the purpose of formation and registration of the Condominium (**“Association/Organization”**) including bye-laws of the Organization and duly fill in, sign and return to the Developer within 7 (seven) days of the same being forwarded by the Developer to the Purchaser, so as to enable the Developer to register the Organization of the premises purchasers under Section 10 of the Act within the time limit prescribed under Rule 8 of the said Act. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws as may be required by the Competent Authority.

12.2. The name of the project and building is **“-----”** and this name shall not be changed at any time in future also without the written consent of the Developer.

12.3. The Purchaser shall observe and perform all the rules and

regulations and bye-laws of the Organization on its formation and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the Building and the premises therein and for the performance and observance of building Rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser shall also observe and perform all the terms and stipulations laid down by the Organization regarding occupation and use of the Flat and shall pay outgoings in accordance with the terms of this Agreement.

13.COMMON AREAS AND RESTRICTED AREAS:

It is expressly agreed that the Purchaser shall be entitled to the common areas and facilities appurtenant with the said Flat and the nature, extent and description of such common areas and facilities is set out in the Schedule III hereunder written. The Purchaser hereby agrees that the Developer has the exclusive right of allotment of different areas, parking spaces and other spaces within the Land to one or more person/s of its choice and the Purchaser hereby gives the said right to the Developer. The Purchaser hereby agrees that the areas mentioned in the **Schedule III** written hereunder under the heading **Common Areas and Facilities** only shall be common facilities and the Developer shall be entitled to declare all other areas as **restricted or reserved areas or common limited areas and facilities** including those mentioned in the **Schedule IV** hereunder written and alienate and dispose of the same in such manner as the Developer think fit and proper and the Purchaser hereby gives the said right to the Developer.

14.COVENANTS BY THE PURCHASER:

14.1.The Purchaser shall use the Flat or any part thereof or permit the same to be used only for as may be permitted by law and shall use the parking lots if allotted for the purpose of parking the

vehicle. The Purchaser agrees not to change the user of the Flat without prior consent in writing of the Developer and any unauthorized change of user by the Purchaser shall render this Agreement voidable and the Purchaser in that event shall not be entitled to any right arising out of this Agreement.

14.2. The Purchaser, with an intention to bring all persons in whose hands the Flat may come, doth hereby covenant with the Developer as follows:

- i) to maintain the said Flat at the Purchaser's own cost in good tenable repairs and condition from the date of possession of the Flat is taken and shall not do or suffer to be done anything in or to the Building, staircase or passage which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Building or the Flat or part thereof.
- ii) not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the Building including the entrance thereof. In case any damage is caused to the Flat or the Building on account of the negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- iii) to carry at the Purchaser's own cost all internal repairs to the Flat and maintain it in the same condition as nearly as possible subject to normal wear and tear in which it was delivered by the Developer to the Purchaser and not to do or suffer to be done anything in the Flat or the Building which is

in contravention of rules, regulations or bye-laws of the concerned local public authority.

- iv) not to demolish or cause to be demolished the Flat or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat or any part thereof nor alter the elevation and outside colour scheme of the Building and to keep the portion, sewers, drain pipes in the Flat and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of the Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC part or other structural members in the Flat without the prior permission of the Developer and/or the Organization.
- v) not to do or permit to be done any act which may render void or voidable any insurance of the Land or the Building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance.
- vi) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Flat in the compound or any portion of the Land and the Building.
- vii) to bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the PMC and/or government and/or other public authority on account of change of user of the Flat.
- viii) not to let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Purchaser to the Developer under this agreement are fully paid up and only if the Purchaser has not been guilty of breach

of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated the Developer and obtained their prior consent in writing in that behalf.

- ix) till the management of the Building is handed over to the Organization, to allow the Developer, their surveyors and agents at all reasonable time to enter into or upon the Land to view and examine the state and condition thereof.
- x) The Developer shall be entitle to construct site offices / sales lounge in the Building / on the Land and shall have the right to access the same at any time without any restriction.
- xi) not to change the external colour scheme or the pattern of the colour of the Building.
- xii) not to change the location and/position of the toilets, ---- trap and/or terraces of the flat as also not to make changes which affect the elevation of the building or are not structurally permitted to be carried out.
- xiii)not to fix any grill or windows or covers such as canopy, etc. to the Building nor to install any a/c units or pipes except in accordance with the design approved by the Developer.
- xiv) The Purchaser shall observe and perform all the rules and regulations which the **Association** 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 flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other Public bodies. The Purchaser shall also observe and perform all the stipulations and conditions

laid down by the Association of Apartment Owners regarding the occupation and use of the said flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

xv) The **Apartment Association** to be formed in terms of this Agreement and the obligations undertaken by the Developer shall be applicable to the Organisation and / or the Purchaser.

xvi) Purchaser shall not do or cause to be done anything on the Land or the Building to be constructed thereon which would be forbidden or prohibited by the rules of the concerned Government authorities. In the event, the Purchaser commit/s any acts or omissions in contravention to the above, the Purchaser alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Developer in that behalf.

xvii) The Purchaser shall sign all papers and documents and do all acts, deeds and things that the Developer may require him/her/them to do and execute from time to time for more effectively enforcing this agreement and/or safeguarding the interest of all persons acquiring the remaining flats in the building or on the said Land. In the event the Purchaser failing to sign any papers required by Developer as hereinbefore this Agreement shall, at the option of the Developer, stand terminated and Purchaser shall, in case of termination, have no claim in the said Flat or against the Developer whatsoever except for refund or repayment of the amount paid so far by the Purchaser. Provided that the Developer shall give the Purchase 15 days' notice in writing thereby giving him an intimation and opportunity about the termination and to rectify the same.

These covenants shall be binding and operative even after the formation of the Organization.

14.3. The Purchaser agrees to grant to the Developer, all the facilities, assistance and co-operation as the Developer may reasonably require from time to time even after the Developer has delivered possession of the Flat to the Purchaser, so as to enable the Developer to complete the scheme of development of the Land.

14.4. The Purchaser shall have no claim over the Project Land and / or the Building save and except in respect of the Flat. All other areas including terraces, open spaces, etc. will remain the property of the Developer until the Land is transferred as herein provided subject to the rights of the Developer as contained in this Agreement.

15. MAINTENANCE CHARGES :

15.1. Commencing a week after notice in writing is given by the Developer to the Purchaser that the said Flat is ready for use and occupation irrespective of whether possession of the said Flat is taken or not in accordance with the clause 11 of this Agreement, the Purchaser shall be liable to bear and pay the provisional monthly contribution of Rs. _____/- (Rupees _____ only) per month in respect of the said flat till the execution and registration of **Deed of Apartment** in respect of the said scheme. The said amount of maintenance charges shall include proportionate charges towards insurance, M.S.E.D. Co. Ltd. bills for common lights, salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land /building. The Developer will also collect similar amounts from the remaining flat purchasers & the Developer hereby expressly agrees that Developer shall open separate Bank A/c & make all the expenses through the same.

15.2. The Developer shall hand over the deposits or balance thereof to the Organization as aforesaid. In the event of any additional amount becoming payable, the Purchaser shall forthwith on demand pay and deposit the difference to the Developer. The aforesaid amount/deposit shall not carry any interest.

16. DEED OF APARTMENTS :

That within a period of one year from (i) completion of construction of the said building and obtaining Completion/ Occupation Certificate from PMC; ii) utilization of entire FSI and TDR, permissible to be utilized on the said land as per Rules (ii) booking and sale of all units in the said building; (iii) acceptance of the draft of Deed of Conveyance by the parties concerned (i.e. Developer and flat purchasers) by their mutual consent and (iv) after payment of all dues, amounts and considerations including stamp duty etc. by all Flat/ Unit Purchasers; whichever is later, the Developer hereby expressly agrees to execute a Deed of Apartment conveying all rights, title and interest in respect of the said Flat, in favour of the Purchaser herein. Upon execution of Deed of Apartment, the said Flat along with undivided share in the said Land along with right to use common areas and facilities available to the said Building shall be transferred in favour of the Purchaser herein. It is expressly agreed by the Purchaser that, till the execution of Deed of Apartment in favour of the Purchaser herein, the Purchaser shall not be entitled to claim any rights and interest in respect of open space, vacant land available in the said Land.

17. INDEMNIFICATION BY THE PURCHASER:

The Purchaser shall indemnify and keep indemnified the Developer and the Owners and hold the Developer and the Owners harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Developer

and / or the Owners directly or indirectly in connection with: (a) the enforcement of or preservation of any rights of the Developer under this Agreement due to any act or omission of the Purchaser, (b) any breach and/or default by the Purchaser in the performance of any and/or all of his obligations under this agreement; (c) damages to any property(ies) howsoever arising related to the use and/or occupation of the said Flat and/or the Project Land and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser or his agents, servants, tenants, guests, invitees and/or any person or entity under his control; and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the said Flat.

18. T.D.R. (TRANSFER OF DEVELOPMENT RIGHTS) / PAID FSI :

If any further T.D.R / PAID FSI. is permissible to be consumed on the said Land at any time, the Developer shall be entitled to purchase such T.D.R. / PAID FSI at their own cost and also to consume the same by constructing premises on the existing building as per the proposed plans which are disclosed to the Allottee/ Purchaser and the Developer shall also be entitled to sell premises to different persons on ownership basis and the Purchaser shall not raise any objection for the same. The Developer shall be absolutely entitled to submit revised building plans to the PMC in order to consume the T.D.R. / PAID FSI and shall be entitled to obtain necessary sanction for the same from PMC and obtained necessary permission of Purchaser as required under law.

The Developer shall be absolutely entitled to submit revised building plans to the PMC in order to consume TDR / PAID FSI and shall be entitled to obtain necessary sanction for the same from Pune Municipal Corporation and obtain consent of all the Purchaser for the same, as required under law. The Developer shall also be entitled to construct premises in order to consume TDR/ PAID FSI even after completion of the building if the same is obtained by the Developer after following due compliance of law and the Purchaser shall in that case not raise any objection for the same

19. UNSOLD FLATS :

The Developer shall not be liable to share the maintenance charges and electricity charges in respect of the unsold Flat/s. The Developer will bear the taxes payable to the PMC, in respect of unsold flats, if any payable till all such unsold flats are sold.

20. DISCLOSURES REGARDING THE UNDERTAKINGS GIVEN BY THE DEVELOPER TO THE PMC FOR PROVISIONS AS PER DC RULES :

20.1. The Developer has disclosed to the Purchaser that, they have submitted an undertaking to the PMC while getting the building plans sanctioned in respect of the said Property that the Developer shall while carrying out and completing the said scheme, provide for all such areas and facilities such as vermiculture, tree plantation, for installation of Fire Fighting Systems with required water storage, etc., which are necessary to be provided as per the DC rules. The Purchaser agrees that on and from the transfer of the Land and Building in favour of the Organisation of Apartment Owners, the Purchaser and / or the Organisation shall be responsible for the maintenance of the aforementioned facilities.

20.2. The Purchaser hereby expressly agrees that the Purchaser will not hold the Developer responsible for shortage in water supply or non-supply thereof or any other essential services by the PMC and the Purchaser along with other purchasers and / or the Organisation of purchasers will make such arrangements at their own costs and expenses.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising

hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. STAMP DUTY AND REGISTRATION:

The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser. The Purchaser shall at his cost and expenses, lodge this Agreement as well as any other transfer document before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Developer shall attend such office and admit the execution thereof.

23. NOTICES:

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

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

24. GENERAL TERMS:

24.1. This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations,

warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Developer, any agent, employee or representative of the Developer or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement completely supersedes and replaces any previous agreements concerning the said Flat between the parties hereto.

24.2. The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.

24.3. No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.

24.4. If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchaser shall be joint and several.

24.5. All future taxes, charges including but not limited to service tax, GST, or any other impositions or levies (i) on account of this transaction or (ii) on account of the entire development project or (iii) on the consideration and other amounts payable by the Purchaser to the Developer or (iv) otherwise shall be to the account of the Purchaser alone and the Developer and the Owners shall not be liable to pay the same. For the avoidance of doubt, any such taxes, impositions etc. shall be payable by the

Purchaser over and above the consideration of the said Flat and the Developer's decision as regards the quantum of the same shall be final and binding to the Purchaser.

24.6. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/land/building, as the case may be.

SCHEDULE-I
(Description of the 'said Property')

A. All that piece and parcel of Land or ground bearing Survey No. 171/17/18 B/19 Plot No.1 admeasuring 2705.34 sq.mtrs out of the revised sanctioned Layout in respect of lands formerly bearing Hissa Nos.17, 18A, 18B and 19 respectively of land bearing Survey No.171 and Survey No.239 Hissa No.5 F situate, lying and being at Village Hadapsar, Taluka Haveli, District Pune within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Gram Panchayat of Sadesatranali, Hadapsar, Zilla Parishad Pune. and the land upon which the construction is to be carried out is bounded more particularly as under:-

On or towards North : S. No. 171/16

On or towards East : Malwadi-Tupe-Patil Road

On or towards South : S. No. 169/170 Suzlon Company

On or towards West : S. No. 171/17 & Others Plot No. 2

Prithvi Presidio.

Together with all the easementary and other rights available or appurtenant thereto.

SCHEDULE - II

(Description of the said flat above referred to)

All that piece and parcel of Apartment/ Flat / Unit bearing No. _____, admeasuring Carpet Area _____ Sq.Ft. i.e. _____. Mtrs., along with adjacent Terrace 1, Terrace 2 , Exclusive and Dry Balcony having Carpet Area _____ Sq. Ft., _____ Sq. Ft. , _____ Sq. Ft. & _____ Sq. Ft. respectively totally admeasuring _____ Sq. Ft. i.e. _____ Sq Mtrs., on the _____ Floor in the Tower/Building ____ Phase I ,alongwith allotment of right to use the Car Parking Space No. _____ admeasuring _____ sq.mtrs in the project known as “PRITHVI _____” in the building constructed on the property more particularly described in the schedule II herein above.

SCHEDULE – III

COMMON AREAS AND FACILITIES OF THE SAID SCHEME

1. The plot of land including area beneath the proposed building.
2. Overhead and underground water tank for storage of water.
3. Elevator, exclusively for use of occupants of building.
4. Common area light meter, water pump light meter, watchman and security et cetera, which shall remain common.
5. The Electrical wiring in the common passage and landings along with fire fighting equipment for each wing shall be common to the building / occupants.
6. The drainage network from the boundary of every unit. That is to say the drainage network, water lines shall always be deemed to be common area in the total project.
7. The entire plumbing network from Municipal main line to the underground water tank, and thereafter leading to the entrance of the every unit as also electrical network from Maharashtra State Electricity Board Pole up to the individual meter. An Electric Meter for measuring electrical consumption for common lighting in the compound in the common areas. Generator set up and the equipments thereto shall be

treated as common for the use, occupation and enjoyment of the building / occupants.

8. The compound wall and entrance gate.
9. The foundation under the building, the plinth, the columns, beams, lintels, partition walls between common passages leading up to the entrance of each unit.
10. Top terrace, as may be decided by the Developer.
11. Access to lift machine room for the water tanks, solar system etc.
12. Refuge area.

SCHEDULE - IV

RESTRICTED AREAS AND FACILITIES OR Limited Common areas OF THE SAID SCHEME

Following areas and facilities would not be common to all apartment holders but would be restricted as stated below:

1. Exclusive and / or restricted area and facilities means the use of the area restricted exclusively or otherwise in combination with apartments and / or building, if any, to the concerned apartment or to the concerned building as the case may be particularly mentioned in booking agreement and further to the final conveyance shall be treated as restricted areas.
2. The parking areas /lots allotted exclusively to the apartments in the said scheme in terms of their Agreement / allotment letter et cetera to the apartment holders shall always be the areas attached to the apartments only. If any construction, either temporary or permanent, is permissible on the terrace, the same shall be allowed, subject to the rules of PMC.
3. Certain lobbies/entrance lobbies leading to the residential flats if allotted to the holder of the flat/unit shall always be treated as restricted area.

Anyhow, it is clearly understood that:

- a) The users of the restricted areas allotted to them, will permit the office bearers of the Association and their agents to enter and to carry out repairs and maintenance of common services as and when required.
- b) No apartment purchaser shall construct any temporary / permanent structure in the terrace and the garden space allotted to them as restricted area.

IN WITNESS WHEREOF the parties hereto and hereunto have put their hands on the day and date mentioned hereinbefore.

Name & Signature	Left hand Thumb Impression	Photograph
THE DEVELOPER PARTY OF THE FIRST PART		
THE PURCHASER PARTY OF THE SECOND PART		

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

ANNEXURES:

Sr.No.	Particulars	Annexure
1.	7/12 Extract	A.
2.	Certificate of Title issued by the Advocate of the Developer	B.
3.	Sanctioned Building plan.	C.
4.	Proposed building Plan (After utilisation of paid/premium FSI)	C-1
5.	Tentative parking allotment plan	C-2
6.	Floor Plan of said Apartment as per sanctioned building plan.	D.
7.	Specifications	E.
8.	Commencement Certificate	F.
9.	Registration Certificate under RERA.	G.