

BLUE ROOF SERA”

MAHA RERA Registration No. P52100024232

AGREEMENT

THIS AGREEMENT is made and executed at Pune on this 18th day of March Two Thousand and Twenty One.

BETWEEN

M/s Rainbow Construction, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having its office at: Mont Vert Marc, S. No. 129/2, Pashan, Sus Road, Pune 411021, PAN No. AAMFR5707R, through the hands of any two of its Partners (1) Mr. Kiran Ranjit Nimhan Age: adult, Occupation: Business, PAN No. ADSPN2831K, UID No. 972702642846 and /or (2) Mr. Jayant Vallabhdas Kaneria, Age: adult, Occupation: Business, PAN No. ABXPK0683R and/or (3) Mr. Ranjit Buwaji Nimhan Age: adult, Occupation: Business, PAN No. ACHPN2721Q and/or (4) Mr. Kanjibhai Devjibhai Patel, Age: adult, Occupation: Business, PAN No. AEZPP7643H and/or (5) Mr. Nishant Kanjibhai Patel, Age: adult, Occupation: Business, PAN No. AOCPP5202R all having their address at: Mont Vert Marc, S. No. 129/2, Pashan, Sus Road, Pune 411021; Hereinafter called **“the PROMOTERS”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the said partnership firm and its presents and future partners and their respective heirs, executors, successors, administrators and assigns)

.... OF THE FIRST PART

AND

Age: years, Occupation:

PAN No.

UID No.

Residing at-

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Email-

Hereinafter referred to or called as **“THE PURCHASER/S”** (which expression unless repugnant to the context or meaning thereof shall mean and include the Purchaser/s alone and shall include his/her/their heirs, executors, administrators and successors so far as the obligations on the part of the

Promoters are concerned and Purchaser/s shall not be entitled to assign or transfer his/her/their rights, title and interest under this agreement)

.... OF THE SECOND PART

W H E R E A S

(A) The Promoters herein are the owners of and are well and sufficiently entitled to develop all those pieces or parcels of land collectively admeasuring 3800 square metres bearing (i) Survey No. 50/1/Plot/No./1 admeasuring 452.37 square metres assessed at Rs. 46=00 paise, (ii) Survey No. 50/1/Plot/No./2 admeasuring 185.05 square metres assessed at Rs. 18=50 paise, (iii) Survey No. 50/1/Plot/No./3 admeasuring 187.13 square metres assessed at Rs. 19=00 paise, (iv) Survey No. 50/1/Plot/No./4 admeasuring 198.30 square metres assessed at Rs. 19=90 paise, (v) Survey No. 50/1/Plot/No./5 admeasuring 196.19 square metres assessed at Rs. 19=70 paise, (vi) Survey No. 50/1/Plot/No./6 admeasuring 187.13 square metres assessed at Rs. 19=00 paise, (vii) Survey No. 50/1/Plot/No./7 admeasuring 187.05 square metres assessed at Rs. 18=70 paise, (viii) Survey No. 50/1/Plot/No./8 admeasuring 452.20 square metres assessed at Rs. 46=00 paise, (ix) Survey No. 50/1/Plot/No./9 admeasuring 746.50 square metres assessed at Rs. 75=00 paise and (x) Survey No. 50/1/Plot/No./10 admeasuring 658.01 square metres assessed at Rs. 69=00 paise (being carved out of Survey No. 50/1 admeasuring 3800 square metres) situate at village Sus, Taluka Mulshi, District Pune within the Gram Panchayat Sus, Taluka Panchayat Samiti Mulshi and Zilla Parishad Pune and within the jurisdiction of the Sub Registrar Haveli No. 1 to 27, Pune and hereinafter collectively referred to as **“the said Land”** more particularly described in the First Schedule hereunder written and delineated in red colour boundary line on the plan annexed hereto and marked as Annexure “1”.

(B) The title and the rights of the Promoters to the said Land is enumerated hereunder:-

(a) The land bearing Survey No. 50/1 was purchased by Shri. Shravan Tukaram Maharvide Sale Deed dated 28/08/1928, accordingly his name was mutated in the revenue records vide mutation entry no. 257.

(b) Pursuant to the Phalini, the said Survey No. 50/1 admeasuring 38 Gunthas was mutated in the name of Shri. Shravan Tukaram Maharvide mutation entry no. 343.

(c) The said Shri. Shravan Tukaram Mahar expired in the year 1945 leaving behind him his three sons and out of which Shri. Nathu Shravan Mahar being Karta of HUF was mutated in the revenue records vide mutation entry no. 706.

(d) By a Sale Deed dated 26/1/1946, the said Shri. Natu Shravan Mahar sold and transferred the said Survey No. 50/1 in favour of Shri. Sakharan Tukaram Adhav, and pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 714.

(e) By executing a Sale Deed dated 26/3/1968, the said Shri. Sakharan Tukaram Adhav sold and transferred the said Survey No. 50/1 in favour of Shri. Dhondiba Rangu Chandhere and Shri. Mahadu Rangu Chandhere and pursuant thereto the names of the said purchasers were mutated in the revenue records vide mutation entry no. 1565.

(f) The said Shri. Dhondiba Rangu Chandhere filed an application with the revenue authorities requesting them to delete his name from the revenue records including Survey No. 50/1 and to record name of his daughter namely Mrs. Navabai Murlidhar Bhunde. Pursuant thereto the name of Shri. Dhondiba Rangu Chandhere was deleted and name of his daughter was mutated in the revenue records vide mutation entry no. 2356.

(g) By a Sale Deed dated 17/02/1990 registered with the office of the Joint District Registrar, Pune at serial no. 297/1990, the said Smt. Navabai Murlidhar Bhunde through her power of attorney holder Shri. Subhash Dattu Chandhere sold and transferred her share in Survey No. 50/1 i.e. area measuring 19 Ares in favour of Shri. Baburao Dattatray Chandhere. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 2683.

(h) By a Sale Deed dated 11/12/1990 the said Shri. Mahadu Rangu Chandhere sold and transferred his 1/2 share i.e. area measuring 19 Ares in Survey No. 50/1 in favour of Shri. Subhash Dattatray Chandhere. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 2751.

(i) By a Sale Deed dated 5/7/1991 the said Shri. Subhash Dattatray Chandhere and Shri. Baburao Dattatray Chandhere sold and transferred their respective holding out of Survey No. 50/1 in favour of Shri. Narendra Rikabchand Sanghavi with the consent of Shri. Dhondiba Rangu Chandhere, Sou. Vanabai Dhondiba Chandhere, Shri. Mahadu Rangu Chandhere, Sou.

Parvatibai Mahadu Chandhere, Shri. Dnyaneshwar Mahadu Chandhere and Shri. Ramesh Mahadu Chandhere. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no.. 2890.

(j) The Collector, Pune vide Order bearing No. PRA/NASR/20/2002 dated 2/1/2003 has permitted the Non Agricultural use of the said Land on terms and conditions mentioned therein.

(k) Layout plan in respect of the said Land was sanctioned by the Additional Collector Pune under No. PNA/NA/SR/58/2003 dated 10/10/2003, and pursuant thereto the said Survey No. 50/1 was subdivided and the same came to be numbered in the following manner in the revenue records and separate 7/12 extracts came to be recorded vide mutation entry nos. 5158 and 10006 viz:-

Plot No.	Area	Survey No.
1	452.37 square metres	Survey No. 50/1/ Plot no.1
2	185.05 square metres	Survey No. 50/1/ Plot No.2
3	187.13 square metres	Survey No. 50/1/ Plot No. 3
4	198.30 square metres	Survey No. 50/1/ Plot No. 4
5	196.19 square metres	Survey No. 50/1/ Plot No. 5
6	187.13 square metres	Survey No. 50/1/ Plot No. 6
7	187.05 square metres	Survey No. 50/1/ Plot No. 7
8	452.20 square metres	Survey No. 50/1/ Plot No. 8
Area under Internal Road	746.50 square metres	Survey No. 50/1/ Plot No. 9 admeasuring 746.50 Sq. Meters
Area under Road widening	266.71 square metres	Survey No. 50/1/ Plot No. 10 admeasuring 685.01 Sq. Meters
Area under Service Road	418.30 square metres	

(l) By a Sale Deed dated 19/10/2004 registered in the office of the Sub Registrar, Mulshi at serial no. 5887/2004, Sanghavi Properties a Proprietary firm of Shri. Narendra Rikabchand Sanghavi has sold and transferred Plot No. 5 admeasuring 196.19 square metres in favour of Ms. Alpna Milind Samant. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 5146.

(m) By a Sale Deed dated 19/10/2004 registered in the office of Sub Registrar, Mulshi at serial no. 5886/2004, Sanghavi Properties a Proprietary Firm of Shri. Narendra Rikabchand Sanghavi sold and transferred Plot No. 6 admeasuring 187.13 square metres in favour of Ms. Alpna Milind Samant and

Mr. Milind Sadanand Samant. Pursuant thereto the names of the said purchasers were mutated in the revenue records vide mutation entry no. 5145.

(n) The said Shri. Narendra Sanghavi got revised layout plans and building plans in respect of Plot Nos. 1 to 4 and 7 to 8 prepared and got the same approved from the District Collector, Pune under order bearing No. PMA/NA/SR/392/201 dated 8-04-2011, as per the said plans said plots came to be amalgamated and sub-divided and building plans for such sub-divided plots came to be sanctioned. As per the revised layout plan said plots came to be divided in the following manner, without changing location and area of Plot No. 5 and 6 viz.:-

Sr. No.	Plot No.	Area in Sq. Meters
1	A	98.61
2	B	97.69
3	C	97.69
4	D	98.61
5	E	98.61
6	F	97.69
7	G	97.69
8	H	98.61
9	I	96.36
10	J	95.46
11	K	95.46
12	L	96.36
13	Open Space No. 1	164.12
14	Open Space No. 2	164.39
15	5	196.19
16	6	187.13
17	Garden area 1 and 2	125.91
18	Area under road widening	266.72
19	Area under service road	418.30
20	Area under internal road and pathway	783.41

The effect of the said layout has not been mutated in the revenue records.

(o) By a Sale Deed dated 27/4/2019 registered with the office of Sub Registrar Haveli No. 15 at serial no. 15622/2019, M/s Rainbow Construction represented through its authorised partner Shri. Kiran Ranjit Nimhan purchased lands bearing Plot Nos. 1 to 4 and 8 and 9 (area marked for roads) and 10

(area marked for roads) and remaining area admeasuring 3.25 Ares out of Survey No. 50/1 from Shri. Narendra Rikabchand Sanghavi. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 10326.

(p) By a Sale Deed dated 27/8/2019 registered in the office of Sub Registrar Haveli No. 15 at serial no. 15618/2019, M/s Rainbow Construction represented by its authorised partner Shri. Kiran Ranjit Nimhan purchased land bearing Plot No. 5 admeasuring 196.16 square metres from Ms. Alpana Milind Samant and Plot No. 6 admeasuring 187.13 square metres together with RCC construction admeasuring 152.90 square metres (built up) and Parking area admeasuring 76.45 square metres from Ms. Alpana Milind Samant and Mr. Milind Sadanand Samant. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 10325.

(C) In the aforesaid circumstances the Promoters are the owners of and otherwise well and sufficiently seized and possessed of and entitled to the said Land more particularly described in the First Schedule hereunder written and that the Promoters are entitled to develop the same.

(D) The Promoters herein have appointed A-Design Studio Architects, having office at 4th floor, Patil Plaza, Khilare Road, Erandwane, Pune 411004 as its Architects and Mr. Jitendra R. Chaudhari, Pune as its Structural Engineer for the preparation of the drawings and structural design of the building which is under construction on the said Land and have agreed to accept their professional services and supervision. The Promoters herein have reserved their right to change the aforesaid Architects and Engineers before the completion of the building.

(E) The Promoters or their predecessors have obtained the following permissions and sanctions from various authorities for the development of the said Land and the same are enumerated hereunder:-

- (i) The Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune vide its Order bearing No. ULS/Desk-VII/1999 dated 23/1/1999 has held that the provisions of the said Act are not applicable to the said Survey No. 50/1.
- (ii) The Collector, Pune vide its Order bearing No. PRA/NASR/80/2002 dated 2/1/2003 has permitted the non agricultural use of the said Land.
- (iii) The Pune Metropolitan Region Development Authority (PMRDA) has sanctioned the layout and building plans in respect of the proposed building to be constructed on the said Land and has

issued its Commencement Certificate bearing no. BMU/Mu.Sus/
S.No.50pai/Pra.kra.898/19-20 dated 16/1/2020.

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

(G) The Promoter have disclosed that as per the present sanction of the building plan the PMRDA has sanctioned Parking floor and 6 upper floors and having a total of 48 residential tenements and consuming FSI to the tune of 2878.86 square metres. The Promoters have disclosed that they would cause the revision of the building plans in due course of time by loading of the balance FSI pertaining to the said Land, TDR, additional FSI and other buildable potential to the tune of 2236 square metres so as to consume the total buildable potential attributable to the said Land. The Promoters herein have disclosed that they are developing a project to be known as "Blue Roof Sera" on the said Land to finally comprise of Parking floor and 11 (Eleven) upper floors and to have about 84 (Eighty Four) residential tenements.

(H) The Promoters have further disclosed that out of the said Land an area admeasuring 813.12 square metres is affected by 60 metre wide State Highway No. 115 and that the said portion would be handed over to the concerned authorities in due course of time and that the Promoters would load the FSI or any buildable potential thereof on the remaining portion of land out of the said Land. The Promoters have further disclosed that they would not convey the said portion admeasuring 813.12 square metres out of the said Land to the ultimate organization of the tenement purchasers in the said project being developed on the said Land.

(I) The Promoters have now obtained the sanction to the building plans as stated hereinabove and that the Promoters would in due course of time obtain sanction to the building plans in respect of the remaining

tenements in the project. The Promoters have further disclosed that the entire project shall be known as "BLUE ROOF SERA".

(J) The Promoters have got themselves registered for the project "Blue Roof Sera" under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority and the necessary Registration Certificate bearing No. P52100024232 dated 27/1/2020 has been issued.

(K) The Promoters have also disclosed to the Purchaser/s that they would form and register one Cooperative Housing Society under the provisions of the Maharashtra Cooperative Societies Act, 1960 read with the rules for the entire project "Blue Roof Sera" by the name of "Blue Roof Sera Cooperative Housing Society Ltd." or by such other name as may be allotted by the concerned authorities or as may be decided by the Promoters in their sole discretion.

(L) The Promoters The Promoters have disclosed that by a Deed of Mortgage dated 25/2/2021 registered with the office of the Sub Registrar Haveli No. 15 at serial no. 3724/2021, the said Promoters have mortgaged the said land in favour of AU SMALL FINANCE BANK LIMITED and had obtained a loan/financial assistance on certain terms and conditions set out therein.

(M) The Promoters has availed Construction Finance from AU SMALL FINANCE BANK LIMITED upon the sanctioned terms and conditions for which they have created charge on all the rights along with Development Rights, title, interest and benefit in all & singular with Present and Future FSI AND the beneficial right in the unsold units in the project "Blue Roof Sera" being constructed on plot measuring 3476 sq. mtr bearing S. No. 50/1/1 to 50/1/10 at Village Sus, Taluka Mulshi, Pune -411021. In pursuance of the sanctioned terms and conditions, an Indenture of Mortgage dated 22/02/2021 executed between the Promoters as Mortgagor and AU Small Finance Bank Ltd. As Mortgagee and have created a Mortgage in respect of the said Property upon the terms and conditions mentioned therein. The said Indenture of Mortgage dated 22/02/2021 is registered with Office of Sub Registrar Assurance Haveli 15 under registered document no. 3724/2021.

(N) While sanctioning the said plans the concerned authority and/or the Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Project on the said Land and the said building and upon

the due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.

(O) The Purchaser/s herein has/have demanded from the Promoters and the Promoters have given photocopies to the Purchaser/s of all the documents of title relating to the said Land the plans, designs and specifications prepared by the aforesaid Architect of the Promoters and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 read with the Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal, etc.) Rules, 2017 and regulations there under.

(P) The copy of the plan showing the said Land is annexed hereto as Annexure – “1”. The copy of the Certificate of the Title of the said Land issued by the Advocate of the Promoters herein is annexed hereto as Annexure – “2”. The copies of the 7/12 extract of the said Land showing the nature of the title of the Promoters is annexed hereto as Annexure – “3”. The copies of the parking floor plan and floor plan, showing the allotted parking and the said Premises agreed to be purchased by the Purchaser/s herein are annexed hereto as Annexure – “4A” and “4B”. The copy of the latest Commencement Certificate is annexed hereto as Annexure – “5” being sanction to the buildings plans. The copy of the NA Order is annexed hereto as Annexure – “6” being permission for NA use of the said Land. The details of the said Premises which is agreed to be purchased by the Purchaser/s herein are annexed hereto as Annexure – “7”. The details of the payment of installments of consideration are annexed hereto as Annexure – “8”. The specifications herein are agreed to be provided by the Promoters in the said Premises which is agreed to be purchased by the Purchaser/s herein are stated in Annexure – “9” annexed hereto. The General Rules of Conduct are annexed hereto as Annexure – “10”. Maha Rera Registration Certificate annexed hereto as Annexure – “11”. The photo identity of the Promoters and the Purchaser/s is annexed hereto as Annexure – “12”.

(Q) The Promoters have disclosed that they have obtained the necessary permissions and sanctions to the plans, the specifications, elevations, sections and the said building for the commencement of the development of the said land and shall obtain the balance approvals and sanctions from various authorities from time to time, so as to obtain the Completion /Occupancy Certificate of the said building and the tenements therein.

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

(S) The Purchaser/s herein has/have applied to the Promoters for allotment of the said Premises more particularly described in Annexure "7" annexed hereto and shown on the plan annexed hereto as Annexure "4" , (herein referred to or called as "**THE SAID PREMISES**") and that the Promoters have confirmed the allotment of the said Premises to the Purchaser/s.

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

(U) The Promoters herein have agreed to provide amenities in the said Premises, which are more particularly described in the Annexure – "9" annexed hereto.

(V) The Purchaser/s herein is/are aware of the fact that the Promoters herein have entered or will enter into similar or separate agreements with

several other person/s and party/ies in respect of the other tenements/ flats/ terraces, and top terrace etc .

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

(X) Prior to the execution of this Agreement, the Purchaser/s has/have paid to the Promoters a sum of **Rs. /- (Rupees only)**, being Application amount and which is now converted into part payment of the sale consideration of the said Premises agreed to be sold by the Promoters to the Purchaser/s (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and that the Purchaser/s have agreed to pay to the Promoters, the balance consideration of the sale consideration in the manner as stated in Annexure "8" annexed hereto .

(Y) The Purchaser/s herein represents and assures that the Purchaser/s is are not barred or debarred or disentitled to acquire the said Premises under the provisions of the Maharashtra Cooperative Societies Act, 1960 or under any statute .

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

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

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :-

1. CONSTRUCTION

As stated hereto before the PMRDA /concerned authorities has sanctioned the building plans of the building/tenements which are under construction. The Promoters herein shall have a right to continue and complete the

construction of the said building on the said Land in accordance with the plans, designs and specifications approved or to be approved by the Concerned Authority or within building construction rules and regulation of the Local Authority or Concerned Development Controlling Authority. The approved plan has been seen separately and approved by the Purchaser/s. The Purchaser/s has/have also seen the proposed building plans of the entire project. The Promoters shall be entitled to obtain further sanctions to the remaining tenements in the project in due course of time.

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

2. CONSIDERATION OF THE SAID PREMISES

(A) Relying upon the Purchaser/s representation/s and assurance/s, the Promoters herein have agreed to sell and the Purchaser/s herein has/have agreed to purchase from the Promoters Residential premises bearing **Flat No. - ----** admeasuring carpet area about **---- square metres** situate on **4th** (---) Floor in the Project to be known as **“Blue Roof Sera”** and along with an exclusive right to use (i) adjacent open Balcony collectively admeasuring --- and (ii) Covered Puzzle Mechanical Car Parking Space No. -- admeasuring **9 square metres** along with appurtenances thereto and which premises along with appurtenances is/are more particularly described in the Annexure “7” annexed hereto and is hereinafter referred to as **“THE SAID PREMISES”**, at or for to all lumpsum consideration of **Rs. -----/- (Rupees only)** including the price for the proportionate share in the said land subject to the encumbrances of restricted areas and facilities and also includes the expenses for obtaining electric connection from M.S.E.D. Co. Ltd. or electricity company, expenses for formation of society, etc. including share money, expenses for providing genset backup for lifts and common lights and proportionate share in price of the common areas and facilities appurtenant to the said Premises, but excluding all expenses of stamp duty and registration fees, maintenance deposits/charges, VAT, Service Tax, GST or such levies which will have to be paid by the Purchaser/s to the Promoters or concerned authority separately. The nature, extent and description of the common areas and facilities and

restricted areas and facilities, which are more particularly described in the Second Schedule written hereunder.

(B) The Promoters herein have agreed to provide the specification and amenities in the said Premises which are more particularly described in the Annexure "9" annexed hereto.

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

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

(E) The Promoters may/ shall charge separately to the Purchaser/s for any modifications/ gradation / changes specifically requested or approved by the Purchaser/s in the fittings, fixtures, specifications or amenities or any facility, which are other than the specifications and amenities as set out in Annexure "9".

(F) The present agreement is not a construction agreement or work contract of service contract and the said Land, the said building and the said

Premises shall vest only with the Promoters and would pass on to the ultimate organization of the tenement purchasers of the Project and/or the Purchaser/s as the case may be on the execution of the final conveyance of the said Land and building thereon including the said Premises and despite the said fact if any taxes, cess, etc. of any nature are levied on the present agreement the same shall be paid by the Purchaser/s alone.

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

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

3. PAYMENT OF INSTALLMENTS OF CONSIDERATION

(A) The Purchaser/s herein is well aware that, the building in which the said Premises is situated and which building is under construction on the part of said Land, the construction of which is in progress and considering the present status of the construction of the same, the Purchaser/s has/have agreed to pay the aforesaid agreed consideration to the Promoters herein in the manner detailed in Annexure "8" annexed hereto.

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

(C) The Promoters has availed Construction Finance from AU SMALL FINANCE BANK LIMITED upon the sanctioned terms and conditions for which they have created charge on all the rights along with Development Rights, title, interest and benefit in all & singular with Present and Future FSI AND the beneficial right in the unsold units in the project "Blue Roof Sera" being constructed on plot measuring 3476 sq. mtr bearing S. No. 50/1/1 to 50/1/10 at Village Sus, Taluka Mulshi, Pune -411021. In pursuance of the sanctioned terms and conditions, an Indenture of Mortgage dated 22/02/2021 executed between the Promoters as Mortgagor and AU Small Finance Bank Ltd. As

Mortgagee and have created a Mortgage in respect of the said Property upon the terms and conditions mentioned therein. The said Indenture of Mortgage dated 22/02/2021 is registered with Office of Sub Registrar Assurance Haveli 15 under registered document no. 3724/2021. The Allottee/s/ Purchaser/s do and each of them doth hereby agree that in event the consideration payable by the Allottee/s / Purchaser/s unto the Promoter herein, as required by the AU Small Finance Bank Limited, then the same shall be transferred into the designated Rainbow Construction Blue Roof Sera RERA Collection Account - 2121235332129035 being opened by the Promoter's with the AU Small Finance Bank Limited.

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

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

(F) The parties hereto agree and covenant that in case of any delay in payment of installment shall lead or would result in delay in handing over possession of the said Premises by the Promoters to the Purchaser/s and that the Promoters shall not be responsible for delay in handing over the possession in case of delay of payments by the Purchaser/s.

4. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

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

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

5. UTILIZATION OF THE FSI/ TDR/ BUILDING POTENTIAL

(A) In this agreement, the word F

and further undertakes to give any further consent or no objection as may be required by the Promoters without any demur and delay.

(E) The Promoters shall obtain additional FSI or any other buildable potential as may be granted by the concerned authorities in due course of time and which FSI or buildable potential shall be consumed over the said building by constructing additional floors and tenements thereon, subject to the condition that the same shall not change the location, area, size and shape of the said Premises agreed to be sold to the Purchaser/s. The Purchaser/s herein by executing these presents has/have given his/her/their irrevocable consent and no objection for the aforesaid purposes and further undertakes to give any further consent or no objection as may be required by the Promoters without any demur and delay.

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

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

6. DISCLOSURE AND INVESTIGATION OF TITLE AND BUILDABLE POTENTIAL

(A) The Promoters herein have made full and true disclosure to the Purchaser/s as to the title, rights and authorities of the Promoters in respect of the said Land and the buildable potential as well as the encumbrances, if any, known to the Promoters.

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

(C) The Purchaser/s hereinafter shall not be entitled to challenge or question the title, rights/authority of the Promoters in respect of the said Land and the buildable potential and further the Promoters rights and authority as to enter into this agreement.

(D) All the disclosures made in the recitals hereinabove shall be deemed to have been incorporated herein in serial tim.

7. TIME IS ESSENCE OF THE AGREEMENT

(A) Time is of the essence of this Agreement for the Promoters as well as the Purchaser/s.

(B) The Promoters shall abide by the time schedule for completing the Project and handing over the said Premises to the Purchaser/s and the common areas to the ultimate organization of the tenement purchasers in the Project after receiving the Completion Certificate from the concerned authorities. The Promoters have disclosed that the entire Project "Blue Roof Sera" would be completed prior to 30/4/2023.

(C) The Purchaser/s shall abide to make timely payments of the installments of consideration towards the said Premises and all other dues payable by him/her/them and meeting all other obligations under this Agreement, subject to simultaneous completion of construction by the Promoters as provided in Annexure "8" being the payment plan.

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

(E) The Purchaser/s agrees to pay to the Promoters interest as stated in Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 on all the delayed payments which become due and payable by the Purchaser/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoters. Provided that the tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoters under this Agreement, nor shall it be construed as condonation of the delay by the Promoters against delay in payments by the Purchaser/s.

on refund of amount

mentioned in

receive from

50/1/Plot/No./7 admeasuring 187.05 square metres assessed at Rs. 18=70 paise, (viii) Survey No. 50/1/Plot/No./8 admeasuring 452.20 square metres assessed at Rs. 46=00 paise, (ix) Survey No. 50/1/Plot/No./9 admeasuring 746.50 square metres assessed at Rs. 75=00 paise and (x) Survey No. 50/1/Plot/No./10 admeasuring 658.01 square metres assessed at Rs. 69=00 paise (being carved out of Survey No. 50/1 admeasuring 3800 square metres) situate at village Sus, Taluka Mulshi, District Pune within the Gram Panchayat Sus, Taluka Panchayat Samiti Mulshi and Zilla Parishad Pune and within the jurisdiction of the Sub Registrar Haveli No. 1 to 27, Pune and the said Land is bounded as under:

On ortowards the East : By part of Survey No. 50.
On ortowards the West : By Survey No. 49.
On ortowards the North : By Road.
On ortowards the South : By part of Survey No. 50.

SECOND SCHEDULE

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

COMMON FACILITIES:-

1. R C C Frame work structure of the building .
2. Common wall of brick/block masonry.
3. Drainage and waterline work.
4. Electric meters and water meter/s connected to common lights, water connections, pump set etc .
5. Light points outside the building and the staircase/s as well as those in the common parking space .
6. One overhead water tank for each building with water pump connected to common underground water tank.
7. Lift/Elevator with lift room, lift well and elevator equipments located adjoining the overhead water tank for the building .
8. Garden AND open space if specifically marked .

(B) RESTRICTED AREAS AND FACILITIES:-

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

WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and the year first herein above written.

Annexure “1”
Copy of Plan of the said Land



