

AGREEMENT

THIS AGREEMENT is made and executed at Pune, on this ____ day of in the _____ year 2024.

BETWEEN

M/S. DIVYA ASSOCIATES

A Registered Partnership firm duly registered Under Indian Partnership Act having its Office at S No. 144/6/6, Divya Capital, Fourth Floor, Bhise Park, Pimple Saudagar, Pune – 411027, PAN - AAJFD8766F

Through its Partners,

1) MR. RAJU TATYABA BHISE

Age - 43 Years, Occ- Business, AND/OR

2. MR. SANJAY TATYABA BHISE,

Age : 47 Years, Occupation : Business

Hereinafter referred to as 'THE PROMOTER' (which expression unless repugnant to the context or meaning thereof shall mean and include the firm its partners for the time being constituting the firm their respective executors, administrators, successors, assigns, etc.,) ...THE PARTY OF

THE FIRST PART

AND

1) MR.

Age - Years, Occ - PAN -

2) MR.

Age - Years, Occ - PAN -

Both R/at -

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

AND

1) MRS. VIMAL DATTATRAY NAVALE

Age : 50 years, Occupation : Housewife,

2) MR. NARENDRA DATTATRAY NAVALE

Age : 21 years, Occupation : Agriculturist,

3) MRS. MONIKA KAILAS KUTE

Age : 28 years, Occupation : Housewife,

4) MRS. SHWETA GANESH GHULE

Age : 26 years, Occupation : Housewife,

5) KUM. SWATI DATTATRAY NAVALE

Age : 22 years, Occupation : Housewife,

6) MR. MURLIDHAR KISAN NAVALE

Age : 54 years, Occupation : Agriculturist,

7) MRS. PUSHPA MURLIDHAR NAVALE

Age : 48 years, Occupation : Housewife,

8) MR. SHRIDHAR MURLIDHAR NAVALE

Age : 26 years, Occupation : Agriculturist,

9) MRS. ASHWINI RAJU BHISE

Age : 24 years, Occupation : Housewife,

10) MRS. SUSHAMA MAHESH PAWAR
Age : 22 years, Occupation : Housewife,

11) MR. BALASAHEB KISAN NAVALE
Age : 50 years, Occupation : Agriculturist,

12) MRS. KALPANA BALASAHEB NAVALE
Age : 42 years, Occupation : Housewife,

13) MR. SWAPNIL BALASAHEB NAVALE
Age : 22 years, Occupation : Agriculturist,

14) MR. SUMIT BALASAHEB NAVALE
Age : 19 years, Occupation : Education,

15) MRS. CHANDRABHAGA PARASRAM WAKADKAR
Age : 45 years, Occupation : Housewife,

16) MRS. MANGAL SITARAM PAWAR
Age : 42 years, Occupation : Housewife,

17) MRS. BHIMABAI VITTHAL BARNE
Age : 48 years, Occupation : Housewife,

18) MR. GOVIND VITHOBA NAVALE
Age : 82 years, Occupation : Agriculturist,

19) MRS. SHALAN GULAB NAVALE
Age : 45 years, Occupation : Housewife,

20) MR. JIVAN GULAB NAVALE
Age : 27 years, Occupation : Agriculturist,

21) MRS. SARIKA HIRAMAN WALHEKAR
Age : 29 years, Occupation : Housewife,

22) MRS. REKHA PRADIP CHAVHAN
Age : 24 years, Occupation : Housewife,

23) MR. NAMDEV GOVIND NAVALE
Age : 45 years, Occupation : Agriculturist,

24) MRS. CHHAYA NAMDEV NAVALE
Age : 40 years, Occupation : Housewife,

25) MRS. RESHMA PRASHANT KASPATE
Age : 21 years, Occupation : Housewife,

26) MRS. NALINI NAMDEV NAVALE
Age : 27 years, Occupation : Housewife,

27) MRS. PRIYANKA NAMDEV NAVALE
Age : 24 years, Occupation : Housewife,

28) MR. PRAVIN NAMDEV NAVALE
Age : 21 years, Occupation : Agriculturist,

29) MR. ASHOK GOVIND NAVALE
Age : 41 years, Occupation : Agriculturist,

30) MRS. SUNITA ASHOK NAVALE
Age : 36 years, Occupation : Housewife,

31) MRS. MADHURI ASHOK NAVALE
Age : 22 years, Occupation : Housewife,

32) MRS. KETAKI ASHOK NAVALE
Age : 20 years, Occupation : Housewife,

33) MR. KAUSHAL ASHOK NAVALE
Age : 13 years, Occupation : Education,

34) MR. KAILAS GOVIND NAVALE
Age : 39 years, Occupation : Agriculturist,

35) MRS. SANGITA KAILAS NAVALE
Age : 34 years, Occupation : Housewife,

36) MR. PRATHAMESH KAILAS NAVALE
Age : 22 years, Occupation : Agriculturist,

37) MR. PRATIK KAILAS NAVALE
Age : 20 years, Occupation : Agriculturist,

38) MRS. MUKTABAI JANGAL KOKANE
Age : 50 years, Occupation : Housewife,

39) MRS. INDUBAI SUDAM NAVALE
Age : 48 years, Occupation : Housewife,

40) MRS. JAYASHRI NIVRUTTI NAVALE
Age : 40 years, Occupation : Housewife,

41) MRS. NAMITA NIVRUTTI NAVALE
Age : 20 years, Occupation : Housewife,

42) MRS. SHREYA NIVRUTTI NAVALE
Age : 26 years, Occupation : Housewife,

43) MR. HARISH NIVRUTTI NAVALE
Age : 24 years, Occupation : Agriculturist,

44) MR. JALINDAR SUDAM NAVALE
Age : 43 years, Occupation : Agriculturist,

45) MRS. DEEPA JALINDAR NAVALE
Age : 35 years, Occupation : Housewife,

46) MR. SUMIT JALINDAR NAVALE
Age : 23 years, Occupation : Agriculturist,

47) MRS. DHANASHRI JALINDAR NAVALE
Age : 22 years, Occupation : Housewife,

48) MRS. SINDHU DATTATRAY RAUT
Age : 50 years, Occupation : Housewife,

49) MRS. RATNAMALA EKNATH GHULE
Age : 43 years, Occupation : Housewife,

50) SMIT. PUSHPA VASANTRAO KAND
Age : 45 years, Occupation : Housewife,

51) MRS. JAYANTIMALA ASHOK KATE
Age : 42 years, Occupation : Housewife,

52) MRS. JAYASHRI SURESH LANDGE
Age : 35 years, Occupation : Housewife,

53) MR. VIDURA VITHOBA NAVALE
Age : 68 years, Occupation : Agriculturist,

54) MRS. NIRMALA VIDURA NAVALE
Age : 55 years, Occupation : Housewife,

55) MRS. REKHA DNYANESH NAVALE
Age : 24 years, Occupation : Housewife,

56) KUM. MALHAR DNYANESH NAVALE
Age : 14 years, Occupation : Education,

57) MR. SHIVRAJ VIDURAJI NAVALE
Age : 29 years, Occupation : Agriculturist,

58) MRS. SUSHUPTI SHIVRAJ NAVALE
Age : 23 years, Occupation : Housewife,

59) MRS. CHHAYA SUMIT LAD
Age : 34 years, Occupation : Housewife,

60) MRS. MANISHA BHIKU NAVALE
Age : 48 years, Occupation : Housewife,

61) MR. SACHIN BHIKU NAVALE
Age : 30 years, Occupation : Agriculturist,

62) MRS. LIMIKA SACHIN NAVALE
Age : 28 years, Occupation : Housewife,

63) KUM. PARTH SACHIN NAVALE
Age : 15 years, Occupation : Education,

64) MR. YOGESH BHIKU NAVALE
Age : 27 years, Occupation : Agriculturist,

65) MRS. JANABAI RAMCHANDRA KALBHOR
Age : 48 years, Occupation : Housewife,

66) MR. PANDURANG NARAYAN NAALE

Age : 46 years, Occupation : Agriculturist,

67) MRS. USHA PANDURANG NAALE

Age : 35 years, Occupation : Housewife,

68) MR. ANIKET PANDURANG NAALE

Age : 25 years, Occupation : Agriculturist,

69) MRS. KSAMA PANDURANG NAALE

Age : 20 years, Occupation : Agriculturist,

All above No. 1 to 69 Through their POA Holder

1) MR. BHIKU NARAYAN NAALE

Age : 54 years, Occupation : Agriculturist,

2) MR. DATTATRAY KISAN NAALE

Age : 56 years, Occupation : Agriculturist,

3) MR. GULAB GOVIND NAALE

Age : 56 years, Occupation : Agriculturist,

4) MR. NIVRUTTI SUDAM NAALE

Age : 50 years, Occupation : Agriculturist,

5) MR. DNYANESH VIDURAJI NAALE

Age : 56 years, Occupation : Agriculturist,

70) MR. DATTATRAY KISAN NAALE

Age : 56 years, Occupation : Agriculturist,

No. 70 Through POA Holder and as POA Holder himself

MR. BALASAHEB KISAN NAALE

Age : 50 years, Occupation : Agriculturist,

71) SMT. BHIMABAI VASANT NAALE

Age : 62 years, Occupation : Housewife,

72) MR. VIJAY VASANT NAALE

Age : 45 years, Occupation : Agriculturist,

73) MRS. SHITAL VIJAY NAALE

Age : 36 years, Occupation : Agriculturist,

74) MR. RAJ VIJAY NAALE

Age : 18 years, Occupation : Agriculturist,

75) MR. RISHI VIJAY NAALE

Age : 16 years, Occupation : Education,

76) MR. SANDIP VASANT NAALE

Age : 41 years, Occupation : Agriculturist,

77) MRS. RESHMA SANDIP NAALE

Age : 36 years, Occupation : Agriculturist,

78) KUM. SIDDHI SANDIP NAALE

Age : 11 years, Occupation : Education,

79) KUM. DEVENDRA SANDIP NAALE

Age : 8 years, Occupation : Education,

80) MRS. KAVITA ANIL KENJALE

Age : 42 years, Occupation : Agriculturist,

81) MR. SUBHASH SHANKAR NAALE

Age : 65 years, Occupation : Agriculturist,

82) MRS. VIMAL SUBHASH NAALE

Age : 53 years, Occupation : Agriculturist,

83) MR. RAHUL SUBHASH NAALE

Age : 39 years, Occupation : Agriculturist,

84) MRS. ASHWINI RAHUL NAALE

Age : 29 years, Occupation : Housewife,

85) KUM. ASMI RAHUL NAALE

Age : 7 years, Occupation : Education,

86) MR. SAGAR SUBHASH NAALE

Age : 37 years, Occupation : Agriculturist,

87) MRS. RAGINI SAGAR NAVALE

Age : 28 years, Occupation : Housewife,

88) KUM. PURVA SAGAR NAVALE

Age : 6 years, Occupation : Education,

89) MRS. VARSHA EKNATH JADHAV

Age : 35 years, Occupation : Housewife,

90) MR. LAXMAN SHANKAR NAVALE

Age : 59 years, Occupation : Agriculturist,

91) MRS. ASHWINI SHANKAR JADHAV

Age : 48 years, Occupation : Housewife,

92) MR. MAHESH LAXMAN NAVALE

Age : 26 years, Occupation : Agriculturist,

93) MRS. PRANALI MAHESH NAVALE

Age : 23 years, Occupation : Housewife,

94) KUM. BHARGAVI MAHESH NAVALE

Age : 17 years, Occupation : Education,

95) MRS. MAYURI DATTATRAY BHONDAVE

Age : 28 years, Occupation : Housewife,

96) MRS. LEELA @ SEETA DATTATRAY SASTE

Age : 61 years, Occupation : Housewife,

97) SMT. KANTABAI SHANKAR NAVALE @

KANTABAI SOPAN TARAS

Age : 67 years, Occupation : Housewife,

All R/At – Tathawade Pune 411033

All above through its Power of Attorney Holder

M/S. DIVYA ASSOCIATES

A Registered Partnership firm duly registered

Under Indian Partnership Act having its Office at

S No. 144/6/6, Divya Capital, Fourth Floor, Bhise Park,

Pimple Saudagar, Pune – 411027, PAN - AAJFD8766F

Through its Partners,

1) MR. RAJU TATYABA BHISE

Age - 43 Years, Occ- Business,

AND/OR

2. MR. SANJAY TATYABA BHISE,

Age : 47 Years, Occupation : Business

Hereinafter referred to as the '**OWNER / CONFIRMING PARTY**'(which expression unless repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors, administrators and assigns).

...THE PARTY OF THE SECOND PART

WHEREAS all that piece and parcel of land situated at Village **Tathawade**, Tal. - Mulshi, Dist. Pune within the limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub - Registrar, Haveli, Pune bearing

A) Survey No. 73/1 total area admeasuring 1 H 00 R assessed at Rs. 2.00 Paise., out of area admeasuring **00 H 72.5 R**, which is bounded as under:

On or towards East	- By S. No. 73/2K, property of Divya Associates
On or towards South	- By Property of Vijay Navale
On or towards West	- By 24 Mtrs. Road
On or towards North	- By S. No. 70 Property of Terade

B) Survey No. 73/2A area admeasuring 00 H 23 R and Potkharaba area 00 H 1 R, total area admeasuring **00 H 24 R**, assessed at Rs. 0.69 Paise., which is bounded as under:

On or towards East	- Property of Mr. Sonawane
On or towards South	- Property of Bhiku Narayan Navale and others
On or towards West	- Property of Kisan Vithoba Navale and others
On or towards North	- Remaining Property

C) Survey No. 73/2K area admeasuring 00 H 22 R and Potkharaba area 00 H 2 R, total area admeasuring **00 H 24 R**, assessed at Rs. 0.69 Paise., which is bounded as under:

On or towards East	- Property of S No. 63 Shatrughna Sonawane
On or towards South	- Property out of S. No. 73
On or towards West	- Property of S No. 73 Kisan Vithoba Navale
On or towards North	- Property out of S. No. 73

D) Survey No. 74/1A area admeasuring 00 H 16 R and Potkharaba area 00 H 00.50 R, total area admeasuring **00 H 16.50 R**, assessed at Rs. 0.29 Paise., which is bounded as under:

On or towards East	- Property of Bhiku Narayan Navale and others
On or towards South	- S. No. 74/1K
On or towards West	- 24 Mtrs. wide D P Road
On or towards North	- Property of Bhiku Narayan Navale and others

E) Survey No. 74/2 area admeasuring 00 H 74 R and Potkharaba area 00 H 04 R, total area admeasuring 00 H 78 R, assessed at Rs. 3.56 Paise., out of **area 00 H 62 R** which is bounded as under:

On or towards East	- S. No. 63
On or towards South	- Remaining property of Mhetre out same S. No.
On or towards West	- 24 Mtrs. D. P. Road
On or towards North	- Property of Vijay Navale

Hereinafter referred as “**Said Property**”

Survey No. 73/1 out of area admeasuring **00 H 72.5 R**,

That the property bearing Survey No. 73/1 was owned by Narayan Genu Navale and Vithu Krushna Navale.

Thereafter owner namely Vithu Krushna Navale was died and the names of his heirs namely (1) Kisan, (2) Govind, (3) Sudam, (4) Vidura and Daughter - (5) Gaubai Bhikoba Tambe and Parvati Yashawant Kalbhor entered on 7/12 extract vide mutation entry no. 1146.

Thereafter owner namely Narayan Genuji Navale was died and the names of his heirs namely (1) Bhiku, (2) Pandurang and (3) Janabai Ramchandra Kalbhor entered on 7/12 extract vide mutation entry no. 2323.

Thereafter owner namely Sudam Vithoba Navale was died and the names of his heirs namely (1) Nivrutti, (2) Jalindhar, (3) Sindhu Raut, (4) Ratnamala Ghule, (5) Pushpa Kand (6) Jayantimala Kate (7) (8) Jayashri Landage (9) Indubai Navale entered on 7/12 extract vide mutation entry no. 2326.

Thereafter owners namely Sindhu Dattatray Raut, Ratnamala Eknath Ghule, Pushpa Vasant Rao Kand, Jayantimal Ashok Kate, Jayashri Suresh Landage, Indumati Sudam Navale relinquished their rights in said property and accordingly executed Release Deed vide no. 6016/2008 dated 16/09/2008 and accordingly names of said heirs deleted from 7/12 extract vide mutation entry no. 4656.

Thereafter owner namely Parvatibai Yashwant Kalbhor was died and the names of her heirs namely (1) Ramchandra, (2) Laxman (3) Balasaheb (4) Popat (5) Kailas (6) Kalavati (7) Yashwant entered on 7/12 extract vide mutation entry no. 5698.

Thereafter owners namely Vimal Dattatray Navale and others have executed Development Agreement and Power of Attorney in respect of area **00 H 72.5 R** land out of **Survey No. 73/1** in favour of **M/s. Divya Associates, through its Partners Raju Tatyaba Bhise**. The said Development Agreement & Power of Attorney Dt.13/09/2023 registered before Sub Registrar Haveli No. 14 vide registration no. 18408/2023 and 18409/2023 respectively which is registered on dated 13/09/2023.

Survey No. 73/2A area admeasuring **00 H 24 R**,

That the property bearing Survey No. 73/2A was owned by Tukaram Bapu Navale.

Thereafter owner namely Tukaram Bapu Navale was died and the names of his heirs namely Shankar Tukaram Navale entered on 7/12 extract vide mutation entry no. 969.

Thereafter owner namely Shankar Tukaram Navale was died and the names of his heirs namely (1) Vasant, (2) Subhash, (3) Laxman, (4) Lilabai (5) Kantabai entered on 7/12 extract vide mutation entry no. 2531.

Thereafter owner namely Vasant Shankar Navale was died and the names of his heirs namely (1) Bhimabai, (2) Vijay, (3) Kavita, (4) Sandip entered on 7/12 extract vide mutation entry no. 6870.

Thereafter owners namely Bhimabai Vasant Navale and others sold area admeasuring **00 H 24 R** land out of **Survey No. 73/2A** in favour of **M/s. Divya Associates** and executed registered Sale Deed which is duly registered in the Office of Sub Registrar Haveli No. 26 at Sr. No. 5426/2021 respectively on dated 22/03/2021 and the name of M/s. Divya Associates entered on 7/12 extract as per mutation entry no. 7246.

Survey No. 73/2K area admeasuring **00 H 24 R**,

That the property bearing Survey No. 73/2K was owned by (1) Umakant, (2) Kondiba (3) Pandurang, (4) Khandu (5) Pandit (6) Dinkar and (7) Sundarabai, who acquired said property as partition and accordingly their names have been entered on 7/12 extract and names of Kalavati

Ravade and Fulavati Fuge kept on other rights column vide mutation entry no. 1679.

Thereafter owner namely Sundarabai Balavant Navale was died and accordingly her name was deleted from 7/12 extract vide mutation entry no. 4325.

Thereafter owners namely Kalavati Ravade and Fulavati Fuge relinquished thier rights in said property and accordingly executed Release Deed vide no. 85/2011 dated 04/01/2011 and accordingly names of said heirs deleted from 7/12 extract vide mutation entry no. 5603.

Thereafter owners namely Umakant Balavant Navale and others sold area admeasuring **00 H 24 R** land out of **Survey No. 73/2K** in favour of **M/s. Divya Associates** and executed registered Sale Deed which is duly registered in the Office of Sub Registrar Haveli No. 5 at Sr. No. 8601/2022 respectively on dated 31/03/2022 and the name of M/s. Divya Associates entered on 7/12 extract as per mutation entry no. 7512.

Survey No. 74/1A area admeasuring **00 H 16.50 R**,

That the property bearing Survey No. 74/1A was owned by Tukaram Bapu Navale.

Thereafter owner namely Tukaram Bapu Navale was died and the names of his heirs namely Shankar Tukaram Navale entered on 7/12 extract vide mutation entry no. 969.

Thereafter owner namely Shankar Tukaram Navale was died and the names of his heirs namely (1) Vasant, (2) Subhash, (3) Laxman, (4) Lilabai (5) Kantabai entered on 7/12 extract vide mutation entry no. 2531.

Thereafter owner namely Vasant Shankar Navale was died and the names of his heirs namely (1) Bhimabai, (2) Vijay, (3) Kavita, (4) Sandip entered on 7/12 extract vide mutation entry no. 6870.

Thereafter owners namely Bhimabai Vasant Navale and others have executed Development Agreement and Power of Attorney in respect of area **00 H 16.5 R** land out of **Survey No. 74/1A** in favour of **M/s. Divya Associates, through its Partners Raju Tatyaba Bhise**. The said Development Agreement and Power of Attorney is registered in the office of Sub Registrar Haveli No. 24 at Sr. No. 9286/2020 and 9287/2020 on 21/09/2020.

Survey No. 74/2 out of area admeasuring **00 H 62 R**

That the property bearing Survey No. 73/2 was owned by Narayan Genu Navale and Vithu Krushna Navale.

Thereafter owner namely Vithu Krushna Navale was died and the names of his heirs namely (1) Kisan, (2) Govind, (3) Sudam, (4) Vidura and Daughter - (5) Gaubai Bhikoba Tambe and Parvati Yashawant Kalbhor entered on 7/12 extract vide mutation entry no. 1146.

Thereafter owner namely Narayan Genuji Navale was died and the names of his heirs namely (1) Bhiku, (2) Pandurang and (3) Janabai Ramchandra Kalbhor entered on 7/12 extract vide mutation entry no. 2323.

Thereafter owner namely Sudam Vithoba Navale was died and the names of his heirs namely (1) Nivrutti, (2) Jalindhar, (3) Sindhu Raut, (4) Ratnamala Ghule, (5) Pushpa Kand (6) Jayantimala Kate (7) (8) Jayashri Landage (9) Indubai Navale entered on 7/12 extract vide mutation entry no. 2326.

Thereafter owners namely Sindhu Dattatray Raut, Ratnamala Eknath Ghule, Pushpa Vasantao Kand, Jayantimal Ashok Kate, Jayashri Suresh Landage, Indumati Sudam Navale relinquished thier rights in said property and accordingly executed Release Deed vide no. 6016/2008 dated 16/09/2008 and accordingly names of said heirs deleted from 7/12 extract vide mutation entry no. 4656.

Thereafter owner namely Parvatibai Yashwant Kalbhor was died and the names of her heirs namely (1) Ramchandra, (2) Laxman (3) Balasaheb (4) Popat (5) Kailas (6) Kalavati (7) Yashawant entered on 7/12 extract vide mutation entry no. 5698.

Thereafter owners namely Vimal Dattatray Navale and others have executed Development Agreement and Power of Attorney in respect of area **00 H 62 R** land out of **Survey No. 74/2** in favour of **M/s. Divya Associates, through its Partners Raju Tatyaba Bhise**. The said Development Agreement and Power of Attorney is registered in the office of Sub Registrar Haveli No. 5 at Sr. No. 16404/2021 and 16405/2021 on 20/12/2021.

And the **M/s. Divya Associates, through its Partners Raju Tatyaba Bhise** is absolutely entitled to implement ownership Flats Scheme as a Developer & Promoter as per respective Development Agreements on the above captioned land more particularly described in Para No. 1 having **A) Survey No. 73/1** total area admeasuring 1 H 00 R assessed at Rs. 2.00 Paise., out of area admeasuring **00 H 72.5 R**, **B) Survey No. 74/1A** area admeasuring 00 H 16 R and Potkharaba area 00 H 00.50 R, total area admeasuring **00 H 16.50 R**, assessed at Rs. 0.29 Paise., **C) Survey No. 74/2** area admeasuring 00 H 74 R and Potkharaba area 00 H 04 R, total area admeasuring 00 H 78 R, assessed at Rs. 3.56 Paise., out of **area 00 H 62 R** situated at village **Tathawade**, Tal. Mulshi, Dist. Pune and dispose of the Flat/Unit/Shop/Office to the intending buyers on ownership basis.

And the **M/s. Divya Associates, through its Partners Raju Tatyaba Bhise** is absolutely entitled to implement ownership Flats Scheme as a Owner / Developer / Promoter as per registered Sale Deeds on the above captioned land more particularly described in Para No. 1 having **Survey No. 73/2A** area admeasuring 00 H 23 R and Potkharaba area 00 H 1 R, total area admeasuring **00 H 24 R**, assessed at Rs. 0.69 Paise., **and Survey No. 73/2K** area admeasuring 00 H 22 R and Potkharaba area 00 H 2 R, total area admeasuring **00 H 24 R**, assessed at Rs. 0.69 Paise., situated at village **Tathawade**, Tal. Mulshi, Dist. Pune and dispose of the Flat/Unit/Shop/Office to the intending buyers on ownership basis.

That the **M/s. Divya Associates, through its Partners Raju Tatyaba Bhise** as Promoter/Developer/Owner have prepared building plan on said property and got building plan sanctioned from the office of Pimpri Chinchwad Municipal Corporation vide No. **B.P./Tathawade/ /2024 on dated / /2024**.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Developer/Promoter is in possession of the project land.

AND WHEREAS the Promoter has proposed to construct on the project land having _____ wings/buildings each having _____ floors.

AND WHEREAS the Allottee is offered an Flat / Apartment which is more particularly described in Schedule II written hereunder and same shall be herein referred as "Said Flat / Apartment" (herein after referred to as the said "Apartment") being constructed in the said project, by the Promoter.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority vide no. P521 _____ authenticated copy is attached in Annexure herewith.

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter 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 Promoter's Architects M/s. _____ 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;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure which is annexed herewith.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure.

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

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure.

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

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

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment / Flat being constructed in the said project.

AND WHEREAS the carpet area of the said Apartment / Flat is as per described in detail as in Schedule – II 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.

AND WHEREAS, 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;

AND WHEREAS, prior to the execution of these presents the Allottee has paid and agrees to pay to the Promoter consideration as per Payment Schedule written hereunder being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter 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.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby

agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable)

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

- 1) The Promoter shall construct the said building/s consisting of basement and ground/ stilt, /..... podiums, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- 1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Said Apartment / Flat (hereinafter referred to as "the Apartment" which is more particularly described in Schedule - II) as shown in the Floor plan thereof hereto annexed and marked Annexures for the consideration as per payment schedule being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) Allotment of garage/ covered parking space:
Further I/ we have the pleasure to inform you that you have been allotted along with the said unit, garage/ covered car parking space at _____ Level basement/ podium/ stilt/ mechanical car parking unit bearing No. _____ admeasuring _____ Sq. ft. length x _____ ft. breadth x _____ ft. vertical clearance on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

OR

(ii) Allotment of open car parking:
Further I/We have pleasure to inform you that you have been allotted an open car parking bearing No. _____ having _____ Ft. length x _____ ft. breadth without consideration.

1(a)(ii) The allottee hereby agrees to purchase from the promoter and the promoter hereby agrees to sell to the allottee, garage, / covered car parking space at _____ level basement / podium / stilt / mechanical car parking unit bearing No. _____ admeasuring _____ sq. ft. having _____ ft. length x _____ ft. vertical clearance.

1(a)(ii) The allottee has requested the promoter for allotment of an open car parking space and the promoter agrees to allot to the allottee an open car parking space without consideration bearing No.

_____ admeasuring _____ sq. ft. having ____ ft. length x _____ ft. breadth.

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces being constructed in the layout for the consideration as per payment schedule.

- 1.b The total aggregate consideration amount for the apartment including garages/covered parking spaces.
- 1.c The Allottee has paid on or before execution of this agreement a consideration as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount as per payment schedule written hereunder.
- 1.d The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Apartment.
- 1.e The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time.

The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1.f The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.g The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1.h The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Promoter has planned to utilize Floor Space Index of square meters by availing of 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. The Promoter has disclosed the Floor Space Index of square meters as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any

other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee on or before/...../20..... If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- 7.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the allottee as per the agreement shall offer in writing the possession of the [Apartment], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:
- 7.3 **Failure of Allottee to take Possession of [Apartment]:** Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment] to the allottee. In case the Allottee fails to take possession within the time provided

in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

- 7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owner's disputes in the said structure of the Building or wing in which the said Apartment is situated.

Provided that in absence of local laws, the association by whatever name called shall be formed within a period of three months of the majority of allottees having booked their plot or apartment or building, as the case may be, in the project.

Where a Co-operative Housing Society the Promoter shall submit the application in that behalf to the Registrar for registration of a Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a company or any other legal entity, within three months from the date on which fifty-one percent of the total number of allottees in such a building or a wing have booked their apartment

Where a Promoter , then the Promoter shall submit an application to the Registrar for registration of the Co-operative Society or the company application to the Registrar for registration of

the co- operative society or the company to form and register an Apex Body in form of Federation or Holding entity consisting of all such entities in the layout formed as per clause (i) of Sub-rule (1) of e 9(1)(i) herein above. Such application shall be made within a period of three months from the date of the receipt of Occupation Certificate of the last of the building which was to be constructed in the layout

- 9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars,

sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution as per month towards the outgoings as per payment schedule written hereunder. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the amounts as per payment schedule written hereunder.
11. The Allottee shall pay to the Promoter a sum as per payment schedule written hereunder for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to the agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and

- shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
 - iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
 - v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
 - vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

- (i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

- (vii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- (ix) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- (x) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out- goings in accordance with the terms of this Agreement.
- (xi) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- (xii) Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- 15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces,

parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

18. BINDING EFFECT

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

19. ENTIRE AGREEMENT

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/plot/building, as the case may be.

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

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/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Pune after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

27. 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 at the caption of this agreement on First Page hereinabove however the address of promoter is specified below:

M/S. DIVYA ASSOCIATES

A Registered Partnership firm duly registered
Under Indian Partnership Act having its Office at
S No. 144/6/6, Divya Capital, Fourth Floor, Bhise Park,
Pimple Saudagar, Pune – 411027, **Notified Email ID:**

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.

28. **JOINT ALLOTTEES**

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

29. **Stamp Duty and Registration :-** The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

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

31. **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts will have the jurisdiction for this Agreement

SCHEDULE I

DESCRIPTION OF THE SAID LAND

All that piece and parcel of land situated at Village **Tathawade**, Tal. - Mulshi, Dist. Pune within the limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub - Registrar, Haveli, Pune bearing

A) Survey No. 73/1 total area admeasuring 1 H 00 R assessed at Rs. 2.00 Paise., out of area admeasuring **00 H 72.5 R**, which is bounded as under:

On or towards East	- By S. No. 73/2K, property of Divya Associates
On or towards South	- By Property of Vijay Navale
On or towards West	- By 24 Mtrs. Road
On or towards North	- By S. No. 70 Property of Terade

B) Survey No. 73/2A area admeasuring 00 H 23 R and Potkharaba area 00 H 1 R, total area admeasuring **00 H 24 R**, assessed at Rs. 0.69 Paise., which is bounded as under:

- On or towards East - Property of Mr. Sonawane
- On or towards South - Property of Bhiku Narayan Navale and others
- On or towards West - Property of Kisan Vithoba Navale and others
- On or towards North - Remaining Property

C) Survey No. 73/2K area admeasuring 00 H 22 R and Potkharaba area 00 H 2 R, total area admeasuring **00 H 24 R**, assessed at Rs. 0.69 Paise., which is bounded as under:

- On or towards East - Property of S No. 63 Shatrughna Sonawane
- On or towards South - Property out of S. No. 73
- On or towards West - Property of S No. 73 Kisan Vithoba Navale
- On or towards North - Property out of S. No. 73

D) Survey No. 74/1A area admeasuring 00 H 16 R and Potkharaba area 00 H 00.50 R, total area admeasuring **00 H 16.50 R**, assessed at Rs. 0.29 Paise., which is bounded as under:

- On or towards East - Property of Bhiku Narayan Navale and others
- On or towards South - S. No. 74/1K
- On or towards West - 24 Mtrs. wide D P Road
- On or towards North - Property of Bhiku Narayan Navale and others

E) Survey No. 74/2 area admeasuring 00 H 74 R and Potkharaba area 00 H 04 R, total area admeasuring 00 H 78 R, assessed at Rs. 3.56 Paise., out of **area 00 H 62 R** which is bounded as under:

- On or towards East - S. No. 63
- On or towards South - Remaining property of Mhetre out same S. No.
- On or towards West - 24 Mtrs. D. P. Road
- On or towards North - Property of Vijay Navale

Hereinabove referred as “**Said Property**”

SCHEDULE II
DESCRIPTION OF THE SAID FLAT

Name of the Project	:	
Wing	:	
Flat Type	:	
Flat No.	:	
Floor	:	
Carpet Area of Flat	:	
Carpet Area of Balcony	:	
Carpet Area of Utility Balcony	:	

Terrace Carpet Area	:	
Parking	:	

SCHEDULE – III
SPECIFICATIONS

Structure	Earthquake Resistant RCC Frame Structure
Wall	AAC Blocks masonry work for external & internal walls
	Internal Gypsum finish with Emulsion Paint
	External Texture Paint
Doors	Main Door - Both Side Laminated flush Door
	Bedroom and Toilet Doors - Both Side Laminated flush Door
	Terrace / Balcony Door - G.I. Folding Door
Windows	Aluminium sliding windows with mosquito net & MS safety grills
Terraces	MS Railings & Anti Skid Tiles
Flooring	Vitrified tiles flooring to all rooms
	Antiskid tiles to Toilets & Bathrooms
Kitchen	Dado tiles up to 2' above the platform
	Black Granite platform with S.S. Sink
Toilet	Ceramic designer tiles up to lintel height
	C.P. fittings
	Sanitary ware
	Concealed Plumbing
	Hot and Cold Mixture unit in the Bathrooms
Electrical	Concealed wiring
	Modular switches
	Electrical Point Provision for A.C. in Master Bedroom
	Provision for T.V &Telephone connection in Living Room

SCHEDULE – IV

A] COMMON AREAS & AMENITIES

Amenities

- Indoor Games
- Multi-purpose Hall
- Kid's Play area
- Senior Citizen Sit Outs
- Clubhouse
- Amphitheatre
- Landscape Garden
- Concrete Driveway
- Sewage Treatment Plant
- Library
- Elegant Entrance Lobby

Special Features

- Centralized Cable T.V. Connection
- CCTV Cameras for Ground Level Common Area
- Fire Fighting System
- Solar Water Heating System for Master Bedroom
- Rain Water Harvesting
- LED Lights for Common Areas
- Generator Backup for Common Areas
- Garbage Chutes
- Elevators
- Organic Waste Converter
- Texture Paint for External Walls
- Party Lawn
- Indoor Gym

B] RESTRICTED COMMON AREAS & AMENITIES:

- 1. Partition walls between the two units shall be limited common property of the said two units.
- 2. Terraces if any adjacent to the terrace Units and dry balconies if any attached to unit shall exclusively belong to such respective Units.
- 3. Other exclusive and limited common areas and facilities as mentioned in body of this agreement

PAYMENT SCHEDULE OF SAID FLAT - V

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Apartment as mentioned in Schedule of Flat for the total consideration of **Rs. _____/- (Rs. Only)** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith. The allottee agrees and understand that timely payment towards purchase price i.e. total consideration of the said Apartment as per the payment plan / schedule is the essence of the agreement. Of Payment Schedule to and in favour of beneficially name: **M/s. Divya Associates A/c no. _____, in _____ BANK, IFSC Code : _____.**

Percentage	Stage of Payments
10%	To be paid to the Promoter before the execution of Agreement
20%	To be paid to the Promoter after the execution of Agreement
15%	To be paid to the Promoter on completion of the Plinth of the building or wing in which the said flat is located.
7%	To be paid to the Promoter on commencement of the 1 st slabs including podiums and stilts of the building or wing in which the said flat is located.
7%	To be paid to the Promoter on commencement of the 3 rd slabs including podiums and stilts of the building or wing in which the said flat is located.
7%	To be paid to the Promoter on commencement of the 5 th slabs including podiums and stilts of the building or wing in which the said flat is located.
7%	To be paid to the Promoter on commencement of the 7 th slabs including podiums and stilts of the building or wing in which the said flat is located.
14%	To be paid to the Promoter on commencement of the brickworks, internal plaster
8%	To be paid to the Promoter on commencement of the flooring
5%	Against and at the time of handing over of the possession of the said flat to the Allottee

The purchaser will pay in addition to above consideration GST as applicable on amount of Agreement Value, If any changes by Government authority in GST tax rate will be payable by Purchaser.

If the promoter completes the construction before time, then the Allottee hereby agrees and accepts to pay the consideration amount payable for early completed stage as per payment linked to said stage immediately on demand. No early payment discount will be offered in such case where construction has been completed before the agreed time line.

The Allottee(s) herein shall pay the aforesaid amount on the due date or within seven days from the Promoter giving the written intimation to the Allottee(s) calling upon the Allottee(s) to make the payment.

All charges (GST, Stamp duty, Registration fees, legal fees, Temporary Maintenance, Share Money Deposit, Society Formation,) other than agreement value payable by Purchaser should be deposited in favour of **M/s. Divya Associates A/c no. _____, in _____BANK, IFSC Code :**

The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax (GST), Stamp Duty, Registration Fees and Cess or any other similar taxes which may be levied, as per the presently applicable laws, or laws as may be in-force at the relevant time, or laws given retrospective effect in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the amounts as **Rs. /-** forshare money, application entrance fee of the Society or Limited Company/Federation/ Apex body. and **Rs. /-** for formation and registration of the Society or Limited Company/Federation/ Apex body.

The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter a lump sum reimbursable amount of **Rs. /-** towards common maintenance of entire project towards the outgoings.

Legal fees **Rs. /- (Rs. _____Only)** to be paid by the purchaser at the time of agreement.

IN WITNESS WHEREOF the parties hereto have put their respective hands to this Deed on the day and date first mentioned here in above.

PHOTO	SIGN	THUMB

1) MR. RAJU TATYABA BHISE AND / OR
2. MR. SANJAY TATYABA BHISE AND / OR
Partner of M/S. DIVYA ASSOCIATES
**SIGNED, SEALED AND DELIVERED BY THE
PROMOTERS / DEVELOPERS and as duly Constituted
Power of Attorney of Owners/Confirming Parties.**

PHOTO	SIGN	THUMB
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SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED ALLOTTEE(S)\
1) MR.

PHOTO	SIGN	THUMB

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED ALLOTTEE(S)\
2) MR.

In Presence Of

1.
Signature :
Name :
Address :

2.
Signature :
Name :
Address :