

AGREEMENT OF SALE

THIS AGREEMENT OF SALE made at Pune on this ____th day of _____, 201____.

BETWEEN:

M/s. PPR Construction LLP., a limited liability partnership firm duly incorporated under the provisions of the Limited Liability Partnership Act, 2008 having its principal place of business at: 504, , Pride House, Ganesh Khind Road, Shivaji Nagar, Pune 411 016., PAN No. AALFP3389C, through the hands of its authorized Partners-

1. MR. SUNIL POPATLAL NAHAR,

Age: 45 years, Occupation: Business,
Flat No 1602, T4 Tower, Castle Royal Towers, Nr Joshi Gate Pune University,
Bopodi

AND/OR

2. MR. RAJESH GHANSHYAMDAS NARANG

Age: 44 years, Occupation Service,
R/at: Flat B-3/19, Bramha estates, near Jyoti Restaurant, NIBM Road,
Kondhawa, Pune,

Hereinafter referred to as THE PROMOTER / OWNER

[which expression shall, unless it be repugnant to the context or meaning thereof mean and include the said company, its successors-in-title or the company in which the said company may be merged, demerged or amalgamated or LLP in which the same may be converted] of the FIRST PART

AND:

1) **MR./MRS** _____
Age: - _____ **years, Occupation:** _____
Pan. _____
Residing at: - _____

2) **MR./MRS** _____
Age: - _____ **years, Occupation:** _____
Pan. _____
Residing at: - _____

Hereinafter referred to as THE PURCHASER

[which expression unless repugnant to the context or meaning thereof shall mean and include his/her heirs, executors, administrators and assigns] of the SECOND PART

(1) M/S. ANAND DEVELOPERS, a duly registered partnership firm under the provisions of the Indian Partnership Act, 1932 having its principal place of business at 4/38, Su-Mangala Building, Sahakar Vasahat, Erandwane, Pune 411004, PAN No. AAPFA08351, through the hands of all of its partners **(i) Mr. Vinod Dhanraj Sancheti**, Age: 52 years, Occupation: Business, residing at:

557/A/1, Ramraj, Gultekdi, Pune 411037, **(ii) Mr. Ramesh Otarmal Oswal**, Age: 52 years, Occupation: Business, residing at: 817/6, Bhawani Peth, Pune 411042, **(iii) Mr. Umesh Jethalal Desai**, Age: 53 years, Occupation: Business, residing at: DSK Chandradeep, Mukund Nagar, Pune 411037, **(iv) Mrs. Smita Vinod Sancheti**, Age: 47 years, Occupation: Business, residing at: 557/A/1, Ramraj, Gultekadi, Pune 411037, **(v) Mrs. Deepali Sameer Kuwad**, Age: 32 years, Occupation: Business, residing at: 43, Premnagar, Pune Satara Road, Pune 411037 and **(vi) Vimalraj Sancheti Constructions Pvt. Ltd.** a company duly registered under the Companies Act, 1956 having its registered office at 557/A/1, Ramraj, Gultekadi, Pune 411037 through the hands of its Director Mrs. Smita Vinod Sancheti Age: 47 years, Occupation: Business, residing at: 557/A/1, Ramraj, Gultekdi, Pune 411037

(2a) Mr. Ravindra Mishralal Lunawat, Age: 42 years, Occupation: Business, PAN No. AAFPL3128D and **(2b) Mrs. Swati Ravindra Lunawat**, Age: 39 years, Occupation: Business, PAN No. AAYPL4917D, both residing at: Kamala Residency, Dnyaneshwar Paduka Chowk, Shivajinagar, Pune 411005;

Hereinafter jointly and collectively referred to or called as “**THE CONFIRMING PARTY**” and individually referred to as “**THE CONFIRMING PARTY NO. 1 and 2**” respectively (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of the partnership firm and its present and future partners constituting the said firm and their respective heirs, administrators, successors, executors and assigns and in case if individuals their respective heirs, administrators, successors, executors and assigns)

... PARTY OF THE THIRD PART

WHEREAS

(A) The Confirming Party and the Promoters are the owners of and are well and sufficiently entitled to the all those pieces and parcels of well defined and marked land or ground total admeasuring 360 Ares i.e. 36000 square metres being Plot No. 1 to 8 carved out of Survey No. 296 Hissa No. 2 total admeasuring 5 Hectare 50 Ares of village Lohegaon, Taluka Haveli, District Pune and outside the limits of the Pune Municipal Corporation and within the jurisdiction of Sub Registrar Haveli No. 1 to 20, Pune (Hereinafter collectively referred to as “**the said land**”) and more particularly described in the Schedule I hereunder written.

(B) The Confirming Party do not have knowledge, expertise and experience of construction of the buildings and therefore by and under diverse deeds and documents executed by the Confirming Party individually and/or collectively, the Confirming Party have appointed the Promoter herein and agreed to sell and convey unto and in favour of the Promoter or their nominees the said land and pending the conveyance have granted the exclusive development rights and authorities to develop the said land and have further granted unto the Promoter herein power and exclusive authority and right to develop, construct, sell, lease, mortgage, transfer and allot the flats, parking spaces, etc. to the intending purchasers, subject to the terms and conditions mentioned in the said deeds and documents.

(C) The Title and Rights of the Confirming Party and the Promoter to develop the said land are detailed hereunder :-

- i. Prior to the year 1930, the said Survey No. 296/2 were owned by Mr. Bhiku Patloji Khandave, Mr. Tukaram Patloji Khandave and Mr. Genu Patloji

- Khandave. It appears that by a Mortgage Deed dated 7/6/1930, the said Mr. Bhiku Patloji Khandave, Mr. Tukaram Patloji Khandave and Mr. Genu Patloji Khandave had mortgaged the said Survey No. 296/2 unto and in favour of one Mr. Ambalal Mohanlal Gujarati for a sum of Rs. 1400/- and also handed over possession thereof to him.
- ii. Pursuant to the phalini in the year 1934, the said Survey No. 296/2 came to the exclusive share of Mr. Ambalal Mohanlal as holder thereof and thereto his name was mutated in the revenue records as owner and kabjedar vide mutation entry no. 1695.
 - iii. The said Mr. Bhiku Patloji Khandave, Mr. Tukaram Patloji Khandave and Mr. Genu Patloji Khandave had repaid the entire loan along with interest to Mr. Ambalal Mohanlal Gujarati on 1/7/1936 and got executed the necessary documents for release. Pursuant thereto the name of the said Mr. Ambalal Mohanlal was deleted and the names of Mr. Bhiku Patloji Khandave, Mr. Tukaram Patloji Khandave and Mr. Genu Patloji Khandave were mutated in the revenue records each having 5anna 3pai share vide mutation entry no. 1849.
 - iv. The said Mr. Bhiku Patloji Khandave, Mr. Tukaram Patloji Khandave and Mr. Genu Patloji Khandave had partitioned the properties held by them including the said Survey No. 296/2 in the year 1956 or thereabout and pursuant thereto the said Survey No. 296/2 came to the exclusive share of Mr. Bhiku Patloji Khandave. Pursuant thereto the names of Mr. Tukaram Patloji Khandave and Mr. Genu Patloji Khandave were deleted from the revenue records vide mutation entry no. 3816.
 - v. The said Survey No. 296/2 was Patil Watan and as per the provisions of the provisions of the Bombay Inferior Village Watans Abolition Act, 1958, the said Survey No. 296/2 being a Inam Class land the name of Government was written on the 7/12 extract and below the same the name of the original watandars were setout and kept as it is and made Khalsa land with effect from 1/1/1964 with a condition that the nazarana amount is to be deposited with the Government vide mutation entry no. 4413.
 - vi. The said Mr. Bhiku Patloji Khandave expired intestate on 24/1/1964 leaving behind his legal heirs namely his three sons Mr. Ganpat, Mr. Dattatraya and Mr. Jayram Bhiku Khandave, his daughter Mrs. Deubai Dashrath Satav and widow Smt. Gaubai Bhiku Khandave. Pursuant thereto the names of the said legal heirs were mutated in the revenue records vide mutation entry no. 4479.
 - vii. The mutation entry no. 4561 pertains to Maharashtra State Weights and Measures Enforcement Act, 1958 and Indian Coinage Act, 1955 and is applicable to the entire village.
 - viii. The said Mr. Ganpat, Mr. Dattatraya and Mr. Jayram Bhiku Khandave had deposited the entire nazarana amount in the Government Treasury and pursuant thereto the said Survey No. 296/2 was regranted on new tenure to the original watandars vide order passed by the Tahasildar bearing no. Vashi 805/71 dated 7/5/1971 vide mutation entry no. 4757.
 - ix. The said Smt. Gaubai Bhiku Khandave expired on or about the year 1970 leaving behind her heirs namely her three sons Mr. Ganpat, Mr. Dattatraya and Mr. Jayram Bhiku Khandave and her daughter Mrs. Deubai Dashrath Satav. Pursuant thereto the name of the said Smt. Gaubai Bhiku Khandave was deleted from the revenue records of Survey No. 296/2 vide mutation entry no. 9106.
 - x. The said Mr. Jayram Bhiku Khandave expired intestate on 10/8/1991 leaving behind his legal heirs namely his 2 sons Mr. Ramdas, and Mr. Rohidas Jayram Khandave, his married daughter Mrs. Pushpa Suresh Wagh and widow Smt. Sitabai Jayram Khandave. Pursuant thereto the names of the said legal heirs were mutated in the revenue records vide mutation entry no. 14064.

- xi. The said Mr. Dattatraya Bhiku Khandave expired intestate on 5/12/1987 leaving behind his legal heirs namely his two sons Mr. Gulab and Mr. Vilas Dattatraya Khandave, his two daughters Mrs. Janabai Vitthal Kadam and Mrs. Sushila Nivrutti Godse and his widow Smt. Venubai Dattatraya Khandave. Pursuant thereto the names of the said legal heirs were mutated in the revenue records vide mutation entry no. 16520.
- xii. The said Survey No. 296/2 was allotted on new tenure and hence the owners paid 20 times the assessment in the Government treasury on 3/1/1997 and pursuant to the order passed by the Tahasildar bearing no. watan/kavi/1013/96 dated 3/1/1997, the said Survey No. 296/2 was converted into old tenure land with a condition that in case of non agricultural use an amount equivalent to 50% of the market value as nazarana is required to be deposited and paid to the Government. Pursuant thereto the necessary mutation was effected in the revenue records pertaining to the said Survey No. 296/2 vide mutation entry no. 16826.
- xiii. By a Deed of Release dated 9/9/1996 and registered with the office of the Sub Registrar Haveli No. 8 at serial no. 4738/1996, the said Mrs. Pushpa Suresh Wagh has released and relinquished all her right, title and interest in the said Survey No. 296/2 unto and in favour of her brothers namely Mr. Ramdas Jayram Khandave and Mr. Rohidas Jayram Khandave. Pursuant thereto the name of the said Mrs. Puspha Suresh Wagh was deleted from the revenue records vide mutation entry no. 16827.
- xiv. By a Deed of Release dated 9/9/1996 and registered with the office of the Sub Registrar Haveli No. 8 at serial no. 4739/1996, the said Mrs. Deubai Dashrath Satav has released and relinquished all her right, title and interest in the said Survey No. 296/2 unto and in favour of her brothers namely Mr. Ganpat Bhiku Khandave and Mr. Dattatraya Bhiku Khandave. Pursuant thereto the name of the said Mrs. Deubai Dashrath Satav was deleted from the revenue records vide mutation entry no. 16828.
- xv. The said Mr. Ganpat Bhiku Khandave expired intestate on 16/10/1998 leaving behind his legal heirs namely Smt. Yashodabai Ganpat Khandave – widow, Mr. Chandrakant Ganpat Khandave – son, Mrs. Sindhubai Keshav Satav – daughter, Mrs. Indu Raghunath Jagdale – daughter, Smt. Shobha Suryakant Khandave – widow of predeceased son Mr. Suryakant, Mr. Umesh Suryakant Khandave – son of predeceased son Mr. Suryakant, Mr. Tukuram Suryakant Khandave – son of predeceased son Mr. Suryakant, Mr. Abhijit Suryakant Khandave – son of predeceased son Mr. Suryakant and Mr. Vijay Suryakant Khandave – son of predeceased son Mr. Suryakant. Pursuant thereto the names of the said legal heirs were mutated in the revenue records vide mutation entry no. 20316.
- xvi. The said Smt. Yashodabai Ganpat Khandave expired intestate on 24/9/2000 leaving behind her legal heirs namely Mr. Chandrakant Ganpat Khandave – son, Mrs. Sindhubai Keshav Satav – daughter, Mrs. Indu Raghunath Jagdale – daughter, Smt. Shobha Suryakant Khandave – widow of predeceased son Mr. Suryakant, Mr. Umesh Suryakant Khandave – son of predeceased son Mr. Suryakant, Mr. Tukuram Suryakant Khandave – son of predeceased son Mr. Suryakant, Mr. Abhijit Suryakant Khandave – son of predeceased son Mr. Suryakant and Mr. Vijay Suryakant Khandave – son of predeceased son Mr. Suryakant. Pursuant thereto the names of the said Smt. Yashodabai Ganpat Khandave was deleted from the revenue records vide mutation entry no. 23480.
- xvii. By a Deed of Release dated 8/4/2004 and registered with the office of the Sub Registrar Haveli No. 8 at serial no. 2475/2004, the said Mrs. Sindhubai Keshavrao Satav and Mrs. Indubai Eknath Jagdale have released and relinquished all her right, title and interest in the said Survey No. 296/2 unto and in favour of Mr. Chandrakant Ganpat Khandave and Mr. Umesh Suryakant Khandave and Smt. Shoba Suryakant Khandave. Pursuant

- thereto the name of the said Smt. Sindhubai Keshavrao Satav was deleted from the revenue records vide mutation entry no. 23502.
- xviii. The said Smt. Venubai Dattatraya Khandave expired intestate on 7/12/2002 leaving behind her legal heirs namely his two sons Mr. Gulab and Mr. Vilas Dattatraya Khandave and her two daughters Mrs. Janabai Vitthal Kadam and Mrs. Sushila Nivrutti Godse. Pursuant thereto the names of the said Smt Venubai Dattatraya Khandave was deleted from the revenue records vide mutation entry no. 24062.
- xix. By a Development Agreement dated 1/4/2006 and registered with the office of the Sub Registrar Haveli No. 4 at serial no. 1966/2006, the said Mr. Chandrakant Ganpat Khandave and 36 others have granted the exclusive development and authority to develop the said Survey No. 296/2 admeasuring 5 Hectare 50 Ares unto and in favour of (i) Narang Builders Pvt. Ltd through its director Mr. Nandlal Mohanlal Narang, (ii) Mr. Vinod Dhanraj Sancheti and (iii) Mr. Atul Mahadeo Bhagat for consideration and on certain terms and conditions. Pursuant to the said Development Agreement, the said Mr. Chandrakant Ganpat Khandave and 36 others have executed a Power of Attorney dated 18/4/2006 in favour of the said (i) Narang Builders Pvt. Ltd through its director Mr. Nandlal Mohanlal Narang, (ii) Mr. Vinod Dhanraj Sancheti and (iii) Mr. Atul Mahadeo Bhagat interalia vesting in them various powers and authorities to develop the said Survey No. 296/2 and also with powers to sell the same or parts thereof.
- xx. By a Agreement for Development Rights dated 2/9/2006 and registered with the office of the Sub Registrar Haveli No. 4 at serial no. 5931/2006, the said Mr. Atrul Mahadeo Bhagat as the First party, (i) Narang Builders Pvt. Ltd through its director Mr. Nandlal Mohanlal Narang, (ii) Mr. Vinod Dhanraj Sancheti as the Second Party, the said Mr. Atul Mahadeo Bhagat has assigned and transferred his 1/3rd share and development rights to develop the said Survey No. 296/2 admeasuring 5 Hectare 50 Ares unto and in favour of (i) Narang Builders Pvt. Ltd through its director Mr. Nandlal Mohanlal Narang and (ii) Mr. Vinod Dhanraj Sancheti for consideration and on certain terms and conditions. Pursuant to the said Agreement for Development Rights, the said (i) Narang Builders Pvt. Ltd through its director Mr. Nandlal Mohanlal Narang, (ii) Mr. Vinod Dhanraj Sancheti and (iii) Mr. Atul Mahadeo Bhagat have executed a Substituted Power of Attorney dated 2/2/2006 in favour of the said (i) Mr. Nandlal Mohanlal Narang, (ii) Mr. Vinod Dhanraj Sancheti interalia substituting themselves as constituted attorney under Power of Attorney dated 18/4/2006 and registered with the office of the Sub Registrar Haveli No. 4 at serial no. 1967/2006 and vesting powers in favour of their substitutes.
- xxi. The said (i) Narang Builders Pvt. Ltd through its director Mr. Nandlal Mohanlal Narang and (ii) Mr. Vinod Dhanraj Sancheti had prepared a private layout of the said Survey No. 296/2 and the said original owners and Narang Builders Pvt. Ltd through its director Mr. Nandlal Mohanlal Narang and Mr. Vinod Dhanraj Sancheti have sold the said plots out of Survey No. 296/2 to various purchasers. Mutation entry no. 26175, 26176, 26180, 26181, 26182, 29022, 29736, 29735, 29797, 30410 refer to plots out of Survey No. 296/2 sold to various purchasers and since they do not form a part of the said land, the same have not been detailed and discussed herein.
- xxii. By a Sale Deed dated 28/12/2007 and registered with the office of the Sub Registrar Haveli No. 4 at serial no. 2640/2008 read with the Deed of Confirmation cum Correction dated 5/4/2010, the said Mr. Chandrakant Ganpat Khandave and 36 others have with consent and confirmation of Narang Builders Pvt. Ltd through its director Mr. Nandlal Mohanlal Narang and Mr. Vinod Dhanraj Sancheti and under their direction absolutely sold and conveyed Plot Nos. 1 to 6 admeasuring 240 Ares out of Survey No. 296/2 unto and in favour of (i) M/s. Anand Developers through its partners

- Mr. Vinod Dhanraj Sancheti, Vimalraj Sancheti Construction Pvt. Ltd, Mrs. Smita Vinod Sancheti, Mr. Ramesh Otarmal Oswal, Mrs. Deepali Samir Kuwad, Mr. Umesh Jethamal Desai (holding 160 Ares) and (ii) M/s. Anand Properties through its partner Mr. Vinod Dhanraj Sancheti (holding 80 Ares) for consideration and on certain terms and conditions. Pursuant thereto the names of the said purchasers were mutated in the revenue records vide mutation entry no. 26177.
- xxiii. By a Sale Deed dated 13/3/2008 and registered with the office of the Sub Registrar Haveli No. 4 at serial no. 2540/2008, the said Mr. Chandrakant Ganpat Khandave and 36 others have with consent and confirmation of Narang Builders Pvt. Ltd through its director Mr. Nandlal Mohanlal Narang and Mr. Vinod Dhanraj Sancheti and under their direction absolutely sold and conveyed Plot No. 7/2 admeasuring 20 Ares out of Survey No. 296/2 unto and in favour of Mrs. Swati Ravindra Lunawat for consideration and on certain terms and conditions. Pursuant thereto the names of the said purchaser was mutated in the revenue records vide mutation entry no. 26178.
- xxiv. By a Sale Deed dated 13/3/2008 and registered with the office of the Sub Registrar Haveli No. 4 at serial no. 2539/2008, the said Mr. Chandrakant Ganpat Khandave and 36 others have with consent and confirmation of Narang Builders Pvt. Ltd through its director Mr. Nandlal Mohanlal Narang and Mr. Vinod Dhanraj Sancheti and under their direction absolutely sold and conveyed Plot No. 7/1 admeasuring 20 Ares out of Survey No. 296/2 unto and in favour of Mr. Ravindra Mishralal Lunawat for consideration and on certain terms and conditions. Pursuant thereto the names of the said purchaser was mutated in the revenue records vide mutation entry no. 26179.
- xxv. By a Sale Deed dated 20/8/2008 and registered with the office of the Sub Registrar Haveli No. 4 at serial no. 6966/2008, the said Mr. Chandrakant Ganpat Khandave and 36 others have with consent and confirmation of Narang Builders Pvt. Ltd through its director Mr. Nandlal Mohanlal Narang and Mr. Vinod Dhanraj Sancheti and under their direction absolutely sold and conveyed Plot No. 8 admeasuring 80 Ares out of Survey No. 296/2 unto and in favour of Mr. Subhash Jivraj Jain and Mr. Surendra Jivraj Jain for consideration and on certain terms and conditions. Pursuant thereto the names of the said purchasers was mutated in the revenue records vide mutation entry no. 29664.
- xxvi. By a Deed of Conveyance dated 26/4/2010 and registered with the office of the Sub Registrar Haveli No. 11 at serial no. 4440/2010, the said M/s. Anand Properties through its partners Mr. Vinod Dhanraj Sancheti and Mr. Arvind Sudhakar Avhad with the consent and confirmation of M/s. Anand Developers have absolutely sold and conveyed Plot Nos. 5 and 6 admeasuring 80 Ares out of Survey No. 296/2 unto and in favour of M/s. PPR Construction LLP. for consideration and on certain terms and conditions. Pursuant thereto the names of the said purchasers was mutated in the revenue records vide mutation entry no. 31293.
- xxvii. By a Deed of Conveyance dated 24/5/2010 and registered with the office of the Sub Registrar Haveli No. 11 at serial no. 5426/2010, the said Mr. Subhash Jivraj Jain and Mr. Surendra Jivraj Jain have absolutely sold and conveyed Plot No. 8 admeasuring 80 Ares out of Survey No. 296/2 unto and in favour of M/s. PPR Construction LLP. for consideration and on certain terms and conditions. Pursuant thereto the names of the said purchasers was mutated in the revenue records vide mutation entry no. 31460.
- xxviii. By a Joint Development Agreement dated 26/4/2010 and registered with the office of the Sub Registrar Haveli No. 11 at serial no. 4441/2010 and executed by M/s. Anand Developers through its partners Mr. Vinod Dhanraj Sancheti, Vimalraj Sancheti Construction Pvt. Ltd, Mrs. Smita Vinod

Sancheti, Mr. Ramesh Otarmal Oswal, Mrs. Deepali Samir Kuwad, Mr. Umesh Jethamal Desai as First Party and M/s. PPR Construction LLP as the Second Party, the said parties have agreed to jointly develop the said Plot Nos. 1 to 4 admeasuring 160 Ares out of Survey No. 296/2 and the First Party has entrusted the development rights unto and in favour of the Second Party for consideration and on certain terms and conditions. Pursuant thereto the said M/s. Anand Developers through its partners Mr. Vinod Dhanraj Sancheti, Vimalraj Sancheti Construction Pvt. Ltd, Mrs. Smita Vinod Sancheti, Mr. Ramesh Otarmal Oswal, Mrs. Deepali Samir Kuwad, Mr. Umesh Jethamal Desai have also executed a Power of Attorney dated 26/4/2010 registered with the office of the Sub Registrar Haveli No. 11 at serial no. 4442/2010 in favour of the nominees and partners of M/s. PPR Construction LLP interalia vesting in them various powers and authorities pertaining to the said Plot Nos. 1 to 4 admeasuring 160 Ares out of Survey No. 296/2.

xxix. By a Joint Development Agreement dated 7/8/2010 and registered with the office of the Sub Registrar Haveli No. 11 at serial no. 10144/2010 and executed by Mr. Ravindra Mishralal Lunawat and Mrs. Swati Ravindra Lunawat as First Party and M/s. PPR Construction LLP as the Second Party, the said parties have agreed to jointly develop the said Plot No. 7 (comprising of Plot Nos. 7/1 and 7/2) admeasuring 40 Ares out of Survey No. 296/2 and the First Party has entrusted the development rights unto and in favour of the Second Party for consideration and on certain terms and conditions. Pursuant thereto the said Mr. Ravindra Mishralal Lunawat and Mrs. Swati Ravindra Lunawat have also executed a Power of Attorney dated 7/8/2010 registered with the office of the Sub Registrar Haveli No. 11 at serial no. 10145/2010 in favour of the nominees and partners of M/s. PPR Construction LLP interalia vesting in them various powers and authorities pertaining to the said Plot No. 7 admeasuring 40 Ares out of Survey No. 296/2.

xxx. In these circumstances (a) Plot Nos. 1 to 4 admeasuring 160 Ares out of Survey No. 296/2 is owned by M/s. Anand Developers through its partners Mr. Vinod Dhanraj Sancheti, Vimalraj Sancheti Construction Pvt. Ltd, Mrs. Smita Vinod Sancheti, Mr. Ramesh Otarmal Oswal, Mrs. Deepali Samir Kuwad, Mr. Umesh Jethamal Desai, (b) Plot Nos. 5, 6 and 8 admeasuring 160 Ares out of Survey No. 296/2 is owned by M/s. PPR Construction LLP and (c) Plot No. 7 (comprising of Plot No. 7/1 and 7/2) admeasuring 40 Ares out of Survey No. 296/2 is owned by Mr. Ravindra Mishralal Lunawat (Plot No. 7/1) and Mrs. Swati Ravindra Lunawat (Plot No. 7/2) and M/s. PPR Construction LLP., a limited liability partnership firm duly registered under the provisions of the Limited Liability Partnership Act, 2008 having LLP Identity No. AAA-0585 having its principal place of business at: 504, Pride House, Ganesh Khind Road, Shivaji Nagar, Pune 411 016 are entitled to develop the said land more particularly described in the Schedule I hereunder.

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 the Promoter has appointed a structural engineer for the preparation of the structural design and drawings of the said project/buildings, and the Promoter accepts the professional supervision of the Architect and structural engineer till the completion of the said project.

AND WHEREAS The Allottee/Purchaser herein has demanded from the Promoter and the Promoter has given inspection to the Allottee/Purchaser of all the documents of title relating to the said project described in the Schedule II hereunder written and also the plans, designs and specifications of the said

building prepared by the Architect 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 rules and regulations made thereunder. After the Allottee/s enquiry, the Promoter herein has requested to the Allottee/s to carry out independent search by appointing his/her/their own attorney/advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allottee/s has/have satisfied himself/herself/themselves in respect of marketable title.

AND WHEREAS by virtue of the various Development Agreement/Power of Attorney, Agreements etc the Promoter has sole and exclusive right to sell the Units/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 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 'A' and 'B', respectively.

AND WHEREAS the copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as disclosed by the developer in his registration before the RERA authority and further disclosures on the website as mandated by the developer have been annexed hereto and marked as Annexure C1 & C2.

AND WHEREAS the clear block plan showing the project (phase/wing) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allottee is in this said project (phase/wing) which is clearly demarcated and marked and which is for the purposes of this agreement the project in which the unit stated that the allottee intends to purchase and the allottee shall have the right to claim the same for is marked as Annexure C3.

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

AND WHEREAS the Collectorate, Pune has sanctioned the necessary building plans on 04/07/2014 under reference No PMH/NA/SR/240/2014 Pune 1 further it has been revised on 30/05/2016 bearing no. PMRDA/NA/SR/32/216 Pune and by virtue of this last revised order on date 21/01/2016 under reference no BHA/MOUJE LOHGAON/S.NO 296/2, 316 FROM PMRDA it has been permitted to construct a Commercial units upon the said amenity plot out of the larger layout of said entire land.

AND WHEREAS the Promoter has availed financial assistance from HDFC Ltd, HDFC House, Ganesh Khind Road, Near Simla Office, Shivajinagar, Pune 411004, against security of the said subject Property, and entered into the Mortgage deed dated 20/06/2016, registered in the office of Sub registrar Haveli no. 19 at Sr. No. 5532/2016 on 24/06/2016, and mortgaged the said land mentioned therein. The Promoter agrees to obtain the necessary consent / no objection/ discharge/ release from the said Bank for the sale and transfer contemplated herein, prior to handing over charge / possession of the said premises (as defined herein later) to the Purchaser as hereinafter mentioned.

AND WHEREAS in light of the aforesaid transactions, the Promoter herein has absolute authority to obtain revised sanction to the building layout, building plans and to develop the said land by constructing multistoried buildings thereon and has absolute right to sell, lease, mortgage, etc. the flats, tenements in the building which is/are under construction or to be constructed on the said land and further has absolute authority and right to allot exclusive right to use car parking, terraces, reserved / restricted areas, garden area, garage/outhouse, space for advertisements on the terrace of the building, etc. in the buildings, which is/are under construction or to be constructed on the said land by the Promoter and to enter into agreements with the Purchasers, Mortgagees, lessees, etc. and to receive sell price and deposit and other charges in respect thereof. Further it has been made clear by the Promoter herein that the said proposed building comprises of Parking level, Stilt floor and upper floors.

AND WHEREAS the Developer/Promoter now has commenced its Phase-2 consisting of 1 (one) commercial towers; comprising of number of separate commercial units/showrooms named as "PARK PLAZA" upon the amenity plot carved out of the larger layout of the said Land, by using, utilizing and consuming the Floor Area Ratio/ Floor Space Index ("FAR/FSI") originating from the amenity plot, so also additional FAR/FSI by way of Transferable Development Rights ("TDR") by availing the same from the market, as is and to the extent permissible under the Development Control Regulations ("DC REGULATIONS") of Town planning of City of Pune, framed under the Maharashtra Regional and Town Planning Act, 1966, and/or slum Rehabilitation TDR and/or under any such concerned statute or rules,

AND WHEREAS the Promoter has registered the said Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai, no P52100002914 dated 04/08/2017; authenticated copy is attached in Annexure 'E';

AND WHEREAS the allottee has agreed to purchase the said unit based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the allottee strictly.

AND WHEREAS the Allottee has applied for Unit/Shop in the said project vide Booking application no. _____ dated _____ for unit/shop/apartment no. _____ having carpet area of _____ square meters, and exclusive terrace _____ sq. mtrs and balcony area admeasuring _____ square meters, on _____ floor in (tower/block/building) **"PARK PLAZA PHASE I (WING A)"** ("Building") being constructed in the said project, which are more particularly described in Schedule III and the floor plan of the Shop/Apartments/units is annexed hereto and marked as Annexure C3):

AND WHEREAS carpet area" as per RERA 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 Flat/Apartments/unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat/Apartments/unit for exclusive use of the Allottee/Purchaser, but includes the area covered by the internal partition walls of the Flat/Apartments/unit.

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 the Allottee/Purchaser has independently made himself aware about the specifications provided by the promoter in the said project and he/she/they is/are aware of the limitations, usage policies, warranties & Guarantees and maintenance of the installed items, fixtures and fittings of the same.

AND WHEREAS the Allottee/Purchaser has been shown the conditions of contracts with the vendors/contractors/manufacturers And workmanship and quality standards of products/fittings and fixtures as agreed between promoter and the vendors and on independently verifying the same the Allottee/Purchaser has now agreed to the same as conditions mentioned in these contracts and that the Allottee/Purchaser agrees to abide by the same failure of which shall absolve the promoter to that extent.

AND WHEREAS, prior to the execution of these presents the Allottee/Purchaser has paid to the Promoter a sum of Rs. _____/- (Rupees . _____ only), being part payment of the sale consideration of the Shop/Apartments/unit agreed to be sold by the Promoter to the Allottee/Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS the Promoter in compliance of section 13(1) of the Real Estate(Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Flat/Unit/Apartment in favour of the Allottee/Purchaser, being in fact these presents and also to register said Agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

Notwithstanding anything stated in any other document/allotment/letter given or communicated with the Allottee/Purchaser any time prior, this agreement shall be considered as the only document and its conditions shall be read as the only conditions valid and basis for which the said unit is agreed to be sold to the Allottee/Purchaser.

AND WHEREAS this agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

AND WHEREAS this agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allotted in respect of his unit in the said project.

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 that the Allottee/Purchaser has not given any third party any rights to enforce this said agreement unless the said unit is transferred to them.

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 Ground + 7 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.

2. CONSIDERATION/PRICE OF THE SAID SHOP/APARTMENT/UNIT

2.a (i) The Allottee/Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/Purchaser Shop/units No. _____ having carpet area of _____ square meters, and exclusive terrace _____ sq. mtrs and balcony area admeasuring _____ square meters, on _____ floor in (tower/block/building) **“PARK PLAZA PHASE I (WING A)** (hereinafter referred to as "the Shop/Apartments/units") as shown in the Floor plan thereof hereto annexed and marked Annexure C3 for the total consideration of Rs. _____/- including the legal charges 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.

(ii) The Developer / Promoter is also authorized by the Allottee/Purchaser, to make similar arrangement with the other Shop / Unit holders / residents / occupiers also. Further, the Developer / Promoter have expressly and clearly made the fact known to the Allottee/Purchaser herein, that the ultimate organization of the flat purchasers / Association of Apartment Owners shall be entitled and authorized to change / alter / revise the arrangement for the open parking spaces and the decision taken by such ultimate organization shall be binding upon the Allottee/Purchaser. The Allottee/Purchaser hereby agrees for this arrangement and do hereby agree to indemnify and to kept indemnified the Owner / Developer from any compensation / suits / legal consequences in future arising out of the same.

2(b) The Allottee/Purchaser hereby agrees to pay to that Promoter the total consideration amount of Rs. _____/- (Rupees _____ Only) in the following manner :-

Sr. no.	Percentage	Amount in Rs.	Particulars
1		1,00,000/-	At the time of Booking/Application
2	10%		Before Execution of Agreement (less Rs. 1,00,000/-)
3	20%		Upon Execution of Agreement
2	15%		On Completion of Plinth
3	10%		On Completion of 2 nd Slab
4	10%		On Completion of 4 th Slab
5	5%		On Completion of 6 th Slab
6	5%		On completion of RCC of the staircases, lift wells, lobbies upto the floor level of the said Apartment.
7	5%		On completion of the walls, internal

			plaster, of the said Apartment.
8	5%		On completion of the external plaster, elevation, terraces with waterproofing, of the building
9	5%		On completion of the floorings
10	5%		On completion of doors and windows, Sanitary fittings, external plumbing, lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas
11	5%		Possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate
Total	100%		

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

2(c) The Stamp Duty, Registration Fees and Charges paid on registering this Agreement and also GST or any other taxes paid till date on the installments shall not be taken into account while calculating the amounts paid by the Purchaser to the Promoter. The Purchaser/s shall only have a money claim simplicitor on the Promoter for refund of all such amounts due to the Purchaser/s from the Promoter. The Promoter shall be fully entitled to deal with and dispose off the said Unit in such manner as the Promoter deem fit and proper without recourse or reference to the Purchaser/s.

It has been expressly agreed and confirmed by the Allottee/Purchaser that the above said lump-sum agreed consideration is arrived at after considering the benefits arising out of input tax credit under the Central Goods and Service Tax Act, 2017 and the Maharashtra Goods and Services Tax Act, 2017. The Purchaser/s shall make payment to the Promoter of "Central Goods and Service Tax" and "State Goods and Services Tax", as applicable who shall thereupon make payment of the same to the Government as prescribed by Law. If, however, at any time hereafter, the rates of such Central Goods and Services Tax and State Goods and Services Tax are increased or decreased by the Central and State Government respectively, the amount payable by the Purchaser/s to the Promoter under this Clause shall vary accordingly. In addition to the above, the Purchaser/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge and other Taxes as are or as may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Unit by the Promoter to the Purchaser/s before or after taking the possession of the said Unit as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Purchaser/s shall exclusively

be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Promoter, the Purchaser/s shall be liable to reimburse the same together with interest accrued thereon to the Promoter and the Purchaser/s hereby agree/ agrees to indemnify and keep indemnified the Promoter from or against all loss or damage suffered or incurred by the Promoter as a result of non-payment by the Purchaser/s of any such taxes, duties etc.

2(d) 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/Purchaser 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/Purchaser, which shall only be applicable on subsequent payments. The promoter may charge the Allottee/Purchaser separately for any up gradation/changes specifically requested approved by the Allottee/Purchaser in fittings, fixtures and specifications and any other facilities which have been done on the Allottee/Purchasers request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

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

3. MODE OF PAYMENT

Subject to the terms of this agreement and the promoter abiding by the construction milestones, the Allottee/Purchaser shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan/Schedule through A/c Payee Cheque/demand draft or online payment (as applicable) in favour of **M/S. PPR CONSTRUCTION LLP** payable at Pune, **A/c No. 00070350011346**

4. MEASUREMENT OF THE CARPET AREA OF THE SAID SHOP/APARTMENTS/UNITS

The Promoter shall confirm the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Promoter shall demand additional amount from the Allottee/Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2(a) of this Agreement.

5. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee/Purchaser 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/Purchaser undertakes not to object the Promoter to adjust his payments in any manner.

6. INTEREST ON UNPAID DUE AMOUNT

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

The Allottee agrees to pay to the Promoter, interest as specified in the Rules of Real Estate Regulation Act, 2016 on the installment due and interest at the rate of 21% per annum on amount of Goods and services Act, 2017, applicable thereon, 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.

7. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the P.M.C /state and/or central government including environment department at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Shop/Apartments/units to the Allottee/Purchaser, obtain from the P.M.C occupancy and/or completion certificates in respect of the Shop/Apartments/units.

The Promoter shall before handing over possession of the said Shop/Apartments/units to the Allottee/Purchaser/s herein, obtain from the concerned planning/ P.M.C /development controlling authority occupation and/or completion certificate in respect of the said Shop/Apartments/units. Notwithstanding anything to the contrary contained herein, the Allottee/Purchaser shall not be entitled to claim possession of the said Shop/Apartments/units until the completion certificate is received from the P.M.C and the Allottee/Purchaser has paid all dues payable under this agreement in respect of the said Shop/Apartments/units to the Promoter and has paid the necessary maintenance amount/deposit, service tax, vat and other taxes payable under this agreement of the said Shop/Apartments/units to the Promoter.

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

expressly absolves the developer from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and toward the developer.

Time is essence for the Promoter as well as the Allottee/Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the [Shop/Apartments/units/Plot] to the Allottee/Purchaser and the common areas to the association of the Allottee/Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement as provided in clause 2 (b) herein above. ("Payment Plan").

If the Promoter fails to abide by the time schedule for completing the project and handing over the [Shop/Apartments/units/Plot] to the Allottee/Purchaser, the Promoter agrees to pay to the Allottee/Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/Purchaser, for every month of delay, till the handing over of the possession. The Allottee/Purchaser 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/Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/Purchaser(s) to the Promoter.

8. DISCLOSER AS TO FLOOR SPACE INDEX

The Promoter hereby declares that the Floor Space Index available as on date in respect of the said project land is 4083.97 square meters only and Promoter has planned to utilize basic Floor Space Index and also by availing of TDR, FSI available on payment of premiums and 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 5104.96 sq. mtr. as proposed to be utilized by him in the said Project and Allottee/Purchaser has agreed to purchase the said Shop/Apartments/units based on the proposed construction and sale of Shop/Apartments/units 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.

9. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE.

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

10. SPECIFICATIONS AND AMENITIES:-

The specifications of the Shop/Apartments/units to be provided by the Promoter in the said project and the said Shop/Apartments/units are those that are set out in Annexure D hereto. In the project building is under construction and considering to maintain the stability of the building and internal structure, herein specifically informed by its consultant not to allow any internal change. As per our policy there shall be no customization permitted inside the said Shop/Apartments/units. Changes such as civil, electrical, plumbing etc. shall not be allowed.

11. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

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

12. TERMINATION OF AGREEMENT

12.1 Without prejudice to the right of promoter to charge interest in terms of clause 6 above, on the Allottee/Purchaser committing default in payment on due date of any amount due and payable by the Allottee/Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by P.M.C and other outgoings) and on the Allottee/Purchaser committing default of payment of installments and any other dues as per this agreement, the Promoter shall at his own option, may terminate this Agreement:

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

12.3 Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/Purchaser (subject to adjustment and recovery of any agreed liquidated damages to be calculated @10% of total consideration and any other amount which may be payable to Promoter) further the said refund shall without interest and excluding payment made by the purchaser towards taxes, etc within a period of thirty days of the termination, the installments of sale consideration of the Shop/Apartments/units which may till then have been paid by the Allottee/Purchaser to the Promoter and the Promoter herein shall be entitled to deal with the said Shop/Apartments/units

with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement.

12.4 For whatsoever reason if the Allottee/Purchaser/s herein, without any default or breach on his/her/their part, desire to terminate this agreement/transaction in respect of the said Shop/Apartments/units then, the Allottee/Purchaser/s:

12.5 Herein shall issue a prior written notice to the Promoter as to the intention of the Allottee/Purchaser/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said Shop/Apartments/units with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 days notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Purchaser/s shall be entitled to receive the refund of consideration without any interest on the paid amount and subject to deduction of liquidated damages to be calculated @10% of total consideration, and subject to all other terms of this agreement.

12.6 It is specifically agreed between the parties hereto that, if the transaction in respect of the said Shop/Apartments/units between the Promoter and Allottee/Purchaser/s herein terminated as stated in sub Para 12.1 and 12.2 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/Purchaser/s herein, in respect of the said Shop/Apartments/units, shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

13. 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 Shop/Apartments/units as are set out in Annexure 'E', annexed hereto.

14. POSSESSION OF THE FLAT/APARTMENT/UNIT

14.1 Schedule for possession of the said Apartment/Unit :- The Promoter agrees and understands that timely delivery of possession of the Apartment/Unit is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the Promoter and taxes thereon are paid by the Allottee/Purchaser/s in respect of the said Apartment/Unit, in terms of these presents. The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Apartment/Unit on 30/06/2019, along with the grace period of 6 months over and above the date mentioned herein.

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

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

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

authority, statutory authority, high power committee etc or due to such circumstances as may be decided by the Authority.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/Purchaser agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/Purchaser agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund without any interest to the Allottee/Purchaser the entire amount received by the Promoter from the allotment within 30 days from that date. After any refund of the money paid by the Allottee/Purchaser, Allottee/Purchaser agrees that he/she/ shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

14.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/Purchaser as per the agreement shall offer in writing the possession of the [Shop/Apartments/units/Plot], to the Allottee/Purchaser in terms of this Agreement to be taken within 15 (FIFTEEN DAYS from the date of issue of such notice and the Promoter shall give possession of the [Shop/Apartments/units/Plot] to the Allottee/Purchaser. The Allottee/Purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee/Purchasers, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

15 The Allottee/Purchaser shall take possession of the Shop/Apartments/units within 15 days of the written notice from the promoter to the Allottee/Purchaser intimating that the said Shop/Apartments/units are ready for use and occupancy. It shall be expressly agreed that wherever it is the responsibility of the Allottee/Purchaser to apply and get necessary services and the same shall not be undertaken by the promoter and the Allottee/Purchaser shall be solely responsible for the same.

16 Failure of Allottee/Purchaser to take Possession of [Shop/Apartments/units/Plot]: Upon receiving a written intimation from the Promoter as per clause 14.2 the Allottee/Purchaser shall take possession of the [Shop/Apartments/units/Plot] 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 [Shop/Apartments/units/Plot] to the Allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in clause 14.2 such Allottee/Purchaser shall continue to be liable to pay maintenance charges along with the interest @ 18%, as applicable, immediately after obtaining the occupancy certificate and handing over physical possession of the said Shop/Apartments/units to the Allottee/Purchaser/s whichever is earlier. It shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee/Purchaser/s or the competent authority, as the case may be, as per the local laws.

17. Compensation –

17.1 That the Allottee/Purchaser has given his specific confirmation herein that the responsibility of title of the said entire land be on the Promoter up to and

until the conveyance of the said building/phase/wing and the said land thereunder.

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

Provided that where if the Allottee/Purchaser does not intend to withdraw from the said Project, the Promoter shall pay the Allottee/Purchaser interest as per State Bank of India highest Marginal cost of Lending Rate plus 2% on all the amounts paid by the Allottee/Purchaser, for every month of delay, till the handing over of the possession of the Shop/Apartments/units. Subject to that Allottee has paid all his dues on time as per the time line.

18. DEFECT LIABILITY

18.1 If within a period of five years from the date of handing over the Shop/Apartments/units to the Allottee/Purchaser, the Allottee/Purchaser brings to the notice of the Promoter any structural defect in the Shop/Apartments/units or the building in which the Shop/Apartments/units 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/Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

18.2 Provided however, that the Allottee/Purchaser/s shall not carry out any alterations of the whatsoever nature in the said Shop/Apartments/units of phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limited to columns, beams etc. or in the fitting therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration any part of the unit/wing/phase, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear, by negligent use of Shop/Apartments/units by the Occupants of whatsoever nature and any wall cracks / plaster cracks / paint color fade / tile color fade etc.

18.3 That it shall be the responsibility of the Allottee/Purchaser to maintain his unit in a proper manner and take all due care need including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

Notwithstanding anything to the contrary contained hereinabove as regards Items/ Goods/ Systems such as Lifts, Fire-Fighting Equipment, Solar Heating System, Sewage Treatment Plant, Organic Waste Converter, Sanitary Fittings and C.P. Fittings to be provided by the Promoter in the said Project and/or in the said Unit, the Promoter's liability for any manufacturing defects therein shall be concurrent with and be limited to the period of Warranty given by the Manufacturers of such Items/ Goods/ Systems and shall not extend beyond

such periods. Further, such warranties pertaining to such Items/ Goods/ Systems which require periodic maintenance shall become null and void if such periodic maintenance as prescribed by the Manufacturer is not attended to by the Co-operative Housing Society formed of the purchasers of Units in the said Project.

18.4 That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors / manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both, the Shop/Apartment/Unit and the common project amenities wherever applicable. Further the Warranty / guaranty of brands items/Goods/Systems provided by Promoter/Developer will be claimed by Allottee/purchaser from the respective brand owner, and Promoter/Developer shall not be held responsible for the same.

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

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

19. The Allottee/Purchaser shall use the Shop/Apartments/units or any part thereof or permit the same to be used only for purpose of commercial He shall use the parking space only for purpose of keeping or parking vehicle.

20. FORMATION OF ORGANIZATION OF SHOP/APARTMENTS/UNITS HOLDERS

20.1 Considering the Promoter herein is carrying on the construction/development on the said entire land in phases as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, there will be one or more association of Allottee/Purchasers/Co-operative Societies and/or Apex Society or as such may be formed by prevailing local laws as may be applicable to the said project, which the Promoter shall decide as suitable for the Shop/Apartments/units holders in the said project which is under construction on the said entire land.

20.2 The Allottee/Purchaser along with other Allottee/Purchaser(s)s of Shop/Apartments/units in the building shall join in forming and registering the building wise Co-operative Society 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 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/Purchaser, so as to enable the Promoter to register the common organization of Allottee/Purchaser. No objection shall be taken by the Allottee/Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

20.3 The Promoter shall upon completion of entire project, 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 owners in the said structure of the Building or wing in which the said Shop/Apartments/units is situated.

20.4 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.

21. CONVEYANCE OF THE SAID SHOP/APARTMENTS/UNITS :-

The Promoter, on receipt of complete amount of the Price of the said Shop/Apartments/units under the Agreement from the Allottee/Purchaser, shall execute a conveyance deed and convey the title of the said land not later than 2022 years and with proportionate individual share in the Common Areas on dt. 31/12/2022 to the society as may be formed all the right, title and interest of the promoter/original owner of the said land i.e. said project land referred in Second Schedule. However, in case the Allottee/Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee/Purchaser authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee/Purchaser.

22. PAYMENT OF TAXES, CESSSES, OUTGOING ETC :-

22.1 The Purchaser/s herein is well aware that, the State Government of Maharashtra has imposed valued added tax (VAT) on the agreed consideration, for the transaction for sale of Shop/Apartments/units by the Promoter to the Allottee/Purchaser of the Shop/Apartments/units under the Value Added Tax Act 2002 and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee/Purchaser/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter herein to enable the Promote to deposit / pay the same to the Government of Maharashtra.

22.2 The Allottee/Purchaser/s herein is well aware that, the Central Government of India has imposed service tax on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of Shop/Apartments/units by the Promoter to the Allottee/Purchaser/s and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the Promoter and hence it is agreed between the parties hereto that, the Allottee/Purchaser/s herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration.

22.3 If at any time, after execution of this agreement, the service tax and Value Added Tax (VAT), GST etc is imposed/increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/duty/charges/premium/cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the central or the State Government or by the P.M.C or by any revenue or other authority, on the said Shop/Apartments/units or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/Purchaser/s. The Allottee/Purchaser/s hereby always indemnified the Promoter from all such levies, cost and consequences. Provided that the

Promoter shall provide to the Allottee/Purchaser the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

22.4 Within 15 days after notice in writing is given by the Promoter to the Allottee/Purchaser that the Apartment/Unit is ready for use and occupancy, the Allottee/Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment/Unit) of outgoings in respect of the project land and Building/s and/or such other levies by the P.C.M.C and/or any Government authority namely local taxes, betterment charges, 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/Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Allottee/Purchaser further agrees that till the Allottee/Purchaser's share is so determined the Allottee/Purchaser shall pay to the Promoter a interest free deposit of Rs. _____/-.The amount paid herein is not a charge or maintenance amount of the proposed society/Limited company but an amount paid as a deposit towards the maintenance of the ultimate body. The allottee/purchaser has also authorized the Promoter to appoint an agency/company to manage the maintenance of the project land and Building/s and make payments to them on monthly basis from the interest free deposit paid to the Promoter. The allottee/purchaser also gives an irrevocable authority to the Promoter to discuss, negotiate and make payments from their deposit to the appointed person/agency/company by the Promoter for payment of all expenditures for maintenance/repair/improvement of the common areas and facilities thereof. The present monthly contribution shall be Rs. _____ + GST(or any such taxes applicable) from the date of possession or upon the expiry of 15 days from the date of intimation of Possession, towards the outgoings as mentioned above. The amounts so paid by the Allottee/Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the said structure of the project land and building/s or wings is executed in favour of the society as aforesaid. On such conveyance being executed the balance deposits (after deducting the monthly contribution paid by the Promoter on behalf of the Allottee/Purchaser for which the services has been provided by the agency/company towards the project land and Building/s) shall be handed over by the Promoter to the Society., as the case may be. The Allottee/Purchaser shall pay additional deposit for further period as and when demanded by the Promoter within a period of 7 days from the date of such demand

22.5 Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/Purchaser/s of the said Shop/Apartments/units and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/Purchaser/s along with interests and Allottee/Purchaser/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/Purchaser/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said Shop/Apartments/units being first encumbrance of the Promoter. The Allottee/Purchaser/s herein with due diligence has accepted the aforesaid condition.

22.6 That the Allottee/Purchasers are made aware and expressly agree herein that whenever there is low water supply from the P.M.C/ local authorities the Allottee/Purchaser shall have to pay extra for the water charges over and above the maintenance charges for the water supplied either by tanker or any other source as demanded by the promoter.

23. The Promoter shall not be responsible in case there is shortage of water & water is not available at any cost.

24 PAYMENT OF STAMP DUTY, REGISTRATION FEE & LEGAL CHARGES:-

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

25 At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/Purchaser shall pay to the Promoter, the Allottee/Purchasers' 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/Purchaser shall pay to the Promoter, the Allottee/Purchasers' 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.

26. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- 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 drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the developer has thus disclosed the same to the Allottee/Purchaser and the Allottee/Purchaser is aware that professional liability have been undertaken by them individually with the developer which shall prevail on these consultants individually or cumulatively if there is any loss/harm is caused to the Allottee/Purchaser and based on these said details of the drawings and the calculations and areas shown, the Allottee/Purchaser has agreed to take the said unit.
- vi. 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;
- vii. 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/Purchaser created herein, may prejudicially be affected;
- viii. 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 [Shop/Apartments/units/Plot] which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement;

ix. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Shop/Apartments/units/Plot] to the Allottee/Purchaser in the manner contemplated in this Agreement;

x. At the time of execution of the conveyance deed of the structure to the association of Allottee/Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/Purchasers;

xi. 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;

xii. 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.

27. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/PURCHASER

The Allottee/Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Shop/Apartments/units may come, hereby covenants with the Promoter as follows :-

i. To maintain the Shop/Apartments/units at the Allottee/Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Shop/Apartments/units is taken and shall not do or suffer to be done anything in or to the building in which the Shop/Apartments/units 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 Shop/Apartments/units is situated and the Shop/Apartments/units itself or any part thereof without the consent of the P.M.C, if required.

ii. Not to store in the Shop/Apartments/units 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 Shop/Apartments/units is situated or storing of which goods is objected to by the P.M.C or by any 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 Shop/Apartments/units is situated, including entrances of the building in which the Shop/Apartments/units is situated and in case any damage is caused to the building in which the Shop/Apartments/units is situated or the Shop/Apartments/units on account of negligence or default of the Allottee/Purchaser in this behalf, the Allottee/Purchaser shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Shop/Apartments/units and maintain the Shop/Apartments/units in the same condition, state and order in which it was delivered by the Promoter to the Allottee/Purchaser and shall not do or suffer to be done anything in or to the building in which the Shop/Apartments/units is situated or the Shop/Apartments/units which may be contrary to the rules and regulations and bye-laws of the P.M.C or any other public authority. In the event of the Allottee/Purchaser committing any act in contravention of the above provision,

the Allottee/Purchaser shall be responsible and liable for the consequences thereof to the P.M.C and/or other public authority.

iv. Not to demolish or cause to be demolished the Shop/Apartments/units 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 Shop/Apartments/units or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Shop/Apartments/units is situated and shall keep the portion, sewers, drains and pipes in the Shop/Apartments/units 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 Shop/Apartments/units is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Shop/Apartments/units 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 Shop/Apartments/units is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

Not to do or permit to be done any act or thing which may render void or voidable any warranty and guarantee of the specifications provided within the unit and the common amenities and facilities in the said entire project.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Shop/Apartments/units in the compound or any portion of the project land and the building in which the Shop/Apartments/units is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the P.M.C or Government or giving water, electricity or any other service connection to the building in which the Shop/Apartments/units 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 P.M.C and/or Government and/or other public authority, on account of change of user of the Shop/Apartments/units by the Allottee/Purchaser for any purposes other than for purpose for which it is sold.

i. The Allottee/Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Shop/Apartments/units until all the dues payable by the Allottee/Purchaser to the Promoter under this Agreement are fully paid up.

ii. The Allottee/Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Shop/Apartments/units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the P.M.C and of Government and other public bodies. The Allottee/Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Shop/Apartments/units 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.

iii. Till a conveyance of the structure of the building in which Shop/Apartments/units is situated is executed in favour of Society/Limited

Society, the Allottee/Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

iv. Till a conveyance of the project land on which the building in which Shop/Apartments/units is situated is executed in favour of Apex Body or Federation, the Allottee/Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiii. That the Allottee/Purchaser shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee/Purchaser.

xiv. That any nominated surveyor/architect appointed for specific purpose stated in this covenant the fees of which shall be mutually decided by and between the promoter and the Allottee/Purchaser and the same shall be paid by the Allottee/Purchaser as agreed mutually.

xv. That nothing herein contained shall construe as entitling the Allottee/Purchaser any right on any of the adjoining, neighboring or the remaining buildings/common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee/Purchaser to the developer in this regards.

xvi. That the parking spaces allotted to each Allottee/Purchaser shall be used only for the purposes of parking and that the said space is designed and made for use of parking a vehicle of not more than 3 tones and not more than 6' height. That this has been clearly made aware to the Allottee/Purchaser and the same has been agreed by the Allottee/Purchaser to follow.

28. NAME OF THE PROJECT/BUILDING:-

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

29. SEPARATE ACCOUNT FOR SUMS RECEIVED

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/Purchaser 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.

Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/Purchaser/s and utilize the same as contemplated and permitted under the said act and rules and regulations made thereunder.

30. RIGHT TO ALLOTTEE/PURCHASER TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:-

The Allottee/Purchaser hereby agrees to purchase the Shop/Apartments/units on the specific understanding that is/her right is to only to the use and unless specifically allotted/given vides (limited) common areas/ facilities, the use of the

Common Areas / amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottee/Purchasers (or the maintenance agency appointed by it and performance by the Allottee/Purchaser of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee/Purchasers from time to time.

31. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Shop/Apartments/units or of the said Plot and Building or any part thereof. The Allottee/Purchaser shall have no claim save and except in respect of the Shop/Apartments/units 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.

32. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE ON SOLD UNIT

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Shop/Apartments/units/] 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/Purchaser who has taken or agreed to take such [Shop/Apartments/units/plot].

33. BINDING EFFECT

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

34. 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 Shop/Apartments/units/plot/building, as the case may be.

35. RIGHT TO AMEND

This Agreement may only be amended through written and registered consent by way of Supplemental to this Agreement between the Parties herein.

36. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/PURCHASER/SUBSEQUENT ALLOTTEE/PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/Purchasers of the [Shop/Apartments/units/Plot], in case of a transfer, as the said obligations go along with the [Shop/Apartments/units/Plot] for all intents and purposes.

That the Allottee/Purchasers agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the Allottee/Purchaser to the promoter for the same, save and except his right to enjoy and use the unit purchased by him and any other rights given by the developer to the Allottee/Purchaser for which consideration has been dispensed.

38. WAIVER NOT A LIMITATION TO ENFORCE.

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

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

39. 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.

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

Wherever in this Agreement it is stipulated that the Allottee/Purchaser has to make any payment, in common with other Allottee/Purchaser(s) in Project such as (1) Monthly maintenance of the said Project and (2) Common maintenance of the entire project, the same shall be in proportion to the carpet area of the [Shop/Apartments/units/Plot] to the total carpet area of all the [Shop/Apartments/units/Plots] in the Project.

41. 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.

42. **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/Purchaser, at Pune and after the Agreement is duly executed by the Allottee/Purchaser 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.

43. The Allottee/Purchaser 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.

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

_____Name of Allottee/Purchaser
_____(Allottee/Purchaser’s Address)
Notified Email ID:_____

M/s. PPR Construction LLP.
having office at: 504, Corporate Plaza, Senapati Bapat Road, Near Chaturshingi Temple, Pune – 411 016,
Email ID: legalppg@pridepurplegroup.com

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

45. **JOINT ALLOTTEE/PURCHASERS**

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

46. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/Purchaser.

47. **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 Pune courts will have the jurisdiction for this Agreement

48 DISPUTE RESOLUTION

In case of any dispute between the Promoter and the Allottee/Purchaser regarding any of the terms of this Agreement then such dispute shall be referred to the arbitration of a single arbitrator to be appointed by the Promoter whose decision shall be final and binding on both the parties.

SCHEDULE I

(a) (Description of the said larger land)

All those pieces and parcels of well defined and marked land or ground total admeasuring 360 Ares i.e. 36000 square meters being Plot Nos. 1 to 8 (Plot No. 1 to 7 each admeasuring 40 Ares and Plot No. 8 admeasuring 80 Ares) in the private layout of Survey No. 296 Hissa No. 2 total admeasuring 5 Hectare 50 Ares of village Lohegaon, Taluka Haveli, District Pune and outside the limits of the Pune Municipal Corporation and within the jurisdiction of Sub Registrar Haveli No. 1 to 26, Pune and bounded as under:

- On or towards the East : By Survey No. 296/3.
- On or towards the West : By Survey No. 296/1.
- On or towards the South : By Plot No. 9 in private layout of Survey No. 296/2.
- On or towards the North : By D.P. Road.

SCHEDULE II

**DESCRIPTION OF THE SAID SUBJECT LAND UNDER THE SAID PROJECT
PARK PLAZA**

All those pieces and parcels of well defined amenity plot of total admeasuring 5015 square meters carved out of larger land area admeasuring 360 Ares i.e. 36000 sq. mt. being Plot Nos. 1 to 8 (Plot No. 1 to 7 each admeasuring 40 Ares and Plot No. 8 admeasuring 80 Ares) in the private layout of Survey No. 296 Hissa No. 2/2 total admeasuring 5 Hectare 50 Ares of village Lohegaon, Taluka Haveli, District Pune and outside the limits of the Pune Municipal Corporation and within the jurisdiction of Sub Registrar Haveli No. 1 to 26, Pune.

SCHEDULE.III

(description of the said “SHOP/APARTMENT/UNIT”)

Shop/Apartments/units no. _____having carpet area of _____square meters, type _____and exclusive terrace area sq.mtrs _____ and balcony _____ sq.mtrs, on _____floor of the building’ Project styled as “**PARK PLAZA PHASE I (WING A)**” being constructed upon the plot described in Schedule II above. The said Flat is more particularly shown in the plan hereto annexed in Red colour boundary line. The areas mentioned above are approximate.

SECOND SCHEDULE

A] COMMON AREAS AND FACILITIES:

1. The land described in the First Schedule above (subject to the right of exclusive uses that will be allotted to various units).
2. The footings, RCC structures and main walls of the building.
3. Common drainage, water and electrical lines.
4. Common ground water storage tanks
5. Compound walls, fencing and gates.

B] LIMITED COMMON AREAS AND FACILITIES:
 Partition walls between the two units shall be limited common property of the said two units.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT AT PUNE ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN

SIGNED SEALED AND DELIVERED

by the within named Promoter
M/s. PPR Construction LLP, through the hands of its authorized Partners
Mr. Rajesh Ghanshyamdas Narang And/Or Mr. Sunil Popatlal Nahar

Photo	Sign	Thumb Impression

SIGNED SEALED AND DELIVERED

by the within named Confirming Party through the hands of their Constituted Attorney **M/s PPR Construction LLP** through its authorized partner

Mr. Arvind Premchand Jain And/or Mr. Sunil Popatlal Nahar

Photo	Sign	Thumb Impression

SIGNED SEALED AND DELIVERED

by the within named Purchaser

Mr. _____

Photo	Sign	Thumb Impression

Mrs. _____

Photo	Sign	Thumb Impression

In the presence of:

- (1)

Signature :

Name :

Address :
- (2)

Signature :

Name :

Address :

ANNEXURE - A
(Title Opinion)

ANNEXURE - B
(Copy of extracts of village Form No.VII/XII)

Annexure C1& 2
The Park Plaza Layout & Building Plan,

Annexure C3
Floor plan along with demarcated unit

ANNEXURE D
Specifications