

AGREEMENT FOR SALE

THIS AGREEMENT for sale of immovable property made and executed at Pune on this _____ day of _____ in the year 201____.

- 1) MR./MRS _____
Age:-_____ years, Occupation: _____
Pan. No. _____
Residing at: - _____

- 2) MR./MRS _____
Age:-_____ years, Occupation: _____
Pan. No. _____
Residing at: - _____

- _____

Project Name : PARK XPRESS

Building No : “ _____ ”

Floor No : _____

Flat No : _____

Location : Baner Balewadi DP Road, Near Bharati English Medium School

Village : Balewadi

Survey No : Survey No. 5/5, Survey No. 19/2A, Survey No. 19/2C, Survey No. 19/1A, 19/1B, 19/4A, 19/4B, S.No.18/1/2/1, 18/1A, 18/3, 18/3/1, 18/5 and 18/6

Lump Sum Price of the Flat ` : _____/-

(In	Words	Rupees
_____ Only).		

BETWEEN

Park Express Joint Venture, a Association of Person, having its registered office at 601 Orbit Plaza, New Prabhadevi, Prabhadevi, Mumbai, Branch Office at 5th Floor, Pride House, 108/7 Ganesh Khind Road, Shivaji Nagar Pune 411016, Income Tax Permanent Account Number **AABAP0898H** through its Authorised Persons,

1) M/S. PRIDE PURPLE PROPERTIES

A Registered Partnership Firm registered under
Indian Partnership Act, 1932 having its
Office at 601 Orbit Plaza, New Prabhadevi Road, Prabhadevi Mumbai
PAN NO.AAIFP0363M
Through its PARTNER,

1) SHRI. ARVIND PREMCHAND JAIN

Age-45 years, Occupation– Business,
Residing At- 803/903, S. No. 1041,
“Pride Paradise“, Shivaji Nagar, Pune-411016

AND/OR

2) SHRI. SHRAVAN DEVKINANDAN AGARWAL

Age-47 years, Occupation– Business,
Residing At- S. No. 135 Pashan Pune.

through his POA holder

- 1) Mr. Rajesh Ghanshyamdas Narang Age 45 years, Occupation Service, residing at Flat B-3/19, Bramha estates, near Jyoti Restaurant, NIBM Road, Kondhawa, Pune,
- 2) Mr. Mohit Pandit Ashtekar, Age 45 years, Occupation Service/Agriculturist, residing at 50 Taware Colony, Pune 411009
- 3) Mr. Vijay Agarwal alias Vijay Kumar Goyal, Age 46 years, Occupation Service, residing at Flat No. 8 , Building No. B – 4, Siddheshwar Nagar , Tingre Nagar Road, Vishrantwadi , Pune - 411 015

AND

2) **M/s. Shriniwas Developer**, registered Partnership Firm registered under the Indian Partnership Act, 1932 having its registered office at 927/302, Sanas Memories, F.C. Road, Shivajinagar, Pune – 411 004 Through its partner **Mr. Shamkant Jagananth Wani(Shende)**, Age : 56 years, Occupation : Business, Residing at : 927/302, Sanas Memories, F.C. Road, Shivajinagar, Pune – 411004and/or**Mr. Kailash Babulal Wani**Age – 52 Years Occupation : Business R/At Flat No 24,Gopal Park, Erandawane, Pune – 411029.

Hereinafter referred to as the “**Promoter/ Developer**”. (Which expression shall unless it be repugnant to the context or meaning thereof mean and include the said A.O.P. and the members of the said AOP, their executors and assignees)

.....PARTY OF THE FIRST PART.

AND

1) **MR./MRS** _____
Age:-_____ **years,Occupation:** _____
Pan.No. _____
Residing at: - _____

2) **MR./MRS** _____
Age:-_____ **years,Occupation:** _____
Pan.No. _____
Residing at: - _____

Hereinafter referred to as the “**ALLOTTEE/PURCHASER**”, Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Allottee/Purchaser, his successors and permitted assignees alone so far as the obligations on the part of the Promoter concerned.

.....**PARTY OF THE SECOND PART.**

1. Mr. Ananda Sadhu Ballal,
2. Mr. Pandurang Motiram Gulhane,
3. Mr. Vasant Maruti Dhumal,
4. Mr. Sopan Janaba Gaikwad,
5. Smt. Sarjubai Mohan Pardesi,
6. Mr. Ashok Maruti Pilane,
7. Mr. Maruti Baban Kalbhor,
8. Mr. Govind Kisan Gaikwad,
9. Mr. Satish Sambhaji Bajare,
10. Mr. Shankar Sitaram Bajare,
11. Mr. Narayan Baburao Mane,
12. Mr. Dattatraya Chagan Shete,
13. Mr. Dada Ranu Bhosale
14. Mr. Mahadev Nagnath Menkudale,
15. Mrs. Hema Mahadev Menkudale,
16. Mr. C. P. Unnikrishnan,
17. Mr. Suresh Pandharinath Patil,
18. Smt. Lilawati Someshwar Rane,
19. Mr. Chandrashekhar Someshwar Rane,
20. Mr. Ashok Someshwar Rane,
21. Mrs. Laxmibai Bhagwan Narkhede Alias Mrs. Suman Bhagwan Narkhede,
22. Mrs. K. Sarojini Surendran,
23. Kumari Surya Surendran,
24. Mr. Nitin Ambadas Kadam,
25. Mrs. Sandhya Nitin Kadam,
26. Mr. Shankarrao Bajirao Kale,
27. Mr. Nandkishor Bajirao Kale,
28. Mr. Vilas Bajirao Kale,
29. Mr. Sarjerao Bajirao Kale
30. Mr. Kedar Ravindra Pathak,
31. Ms. Sangeeta Pathak,
32. Mrs. Warsha Ravindra Pathak,
33. Mr. Shivraj S. Vichare,
34. Mr. Ganpati Parmeshwaran,
35. Mrs. Geeta Parmeshwaran,
36. Mrs. Yamuna Venugopal,
37. Mr. V. V. Venugopal,
38. Mr. S. Venkitachalam,
39. Mrs. G. Rajalaxmi,

40. Mr. Abdul Ghani Hameed Mohamed,
 41. Mrs. Lona Aureluis Venecio,
 42. Mr. Aureluis Venecio D'silva,
 43. Mr. V. G. Bhimpure,
 44. Mrs. R. V. Bhimpure,
 45. Mr. Milind Madhav Javadekar,
 46. Mrs. Sheetal Milind Javdekar,
 47. Mr. Totaram J. Sukhwani,
 48. Mr. Sujit Sunil Matwankar,
 49. Mrs. Chandrani Sujit Matwankar,
 50. Mr. Sunil Dattatraya Vaze,
 51. Mrs. Indrani Sunil Vaze,
 52. Mrs. Anisha Sanjay Lala (Ms. Bina Kundan Motiramani),
 53. Mrs. Sunita Gul Mirani,
 54. Mrs. Rajani Harish Rachwani ,
 55. Mrs. Trupti Puri,
 56. Mrs. Harsha Yogesh Gangria (Ms. Nanda Kundan Motiramani),
 57. Mrs. Nafisa Anurag Batta (Ms. Samira Kayyum Shakir)
 58. Mr. Prabhakar Pundlik Yeole ,
 59. Mr. Shridhar Malkaji Chillal,
 60. Mr Sudha Nityanand Newaliya ,
 61. Mrs. Rajani Ramesh Saxena,
 62. Mrs. Hemlata Joshi,
 63. Mr. Shivkumar Sudarshankumar,
 64. Mrs. Ruchi Shivkumar Dang,
 65. Meri Vergis & Ms. Sini Vergis
 66. Balasaheb Baban Manmode
 67. Kadija Shamsuddin & Shri.C.Sharun
 68. Ravindra R.Bagul
 69. Usha Sadashivan
 70. C D'Souza
 71. M. Murlidharan
 72. Salil Krishnanth Kulkarni
 73. Meri Vergis & Ms. Sini Vergis
 74. Mr. Arun Bhupal Chaugule,
 75. Mr. Bhupal Dattu Chichwde,
 76. Gandhar Vishaws Moghe
 77. Shashikala Dwarkanath Potnis
 78. Krishan Premchand Agarwal
 79. Mr. Arun Bhupal Chaugule,
 80. K.P.Abubakar
 81. Varsha Surendra Gupta
 82. Valsamma Abraham
 83. Gouri Mahadev Apte
- Through their constituted Attorney –
Shri. Arvind Premchand Jain,
Age : 45Years occupation Business,

R/at Flat No. 803/903, S.No. 1041, "Pride Paradise" Model Colony, Shivaji Nagar, Pune - 411 016,

AND/OR

Shri. Shravan Devkinandan Agarwal,

Age: 47 yrs., occupation - Business,

R/at S. No. 135 Pashan Pune.

through his POA holder

- 4) Mr. Rajesh Ghanshyamdas Narang Age 45 years, Occupation Service, residing at Flat B-3/19, Bramha estates, near Jyoti Restaurant, NIBM Road, Kondhawa, Pune,
- 5) Mr. Mohit Pandit Ashtekar, Age 50 years, Occupation Service/Agriculturist, residing at 47 Taware Colony, Pune 411009
- 6) Mr. Vijay Agarwal alias Vijay Kumar Goyal, Age 46 years, Occupation Service, residing at Flat No. 8 , Building No. B – 4, Siddheshwar Nagar , Tingre Nagar Road, Vishrantwadi , Pune - 411 015

AND/OR

Mr. Shamkant Jagannath Wani (Shende)

Age – 55 Years, Occupation : Business

R/At C.T.S No 927, Office No 302, Sanas Memories, 3rd Floor

F.C. Road, Pune - 411004

PAN NO- AAFPW2436H

Hereinafter referred to as "THE CONSENTING PARTY NO. 1" (which expression unless repugnant to the context or meaning thereof shall mean and include their respective heirs, executors, administrators and assigns)

.....**PARTY OF THE THIRD PART.**

M/S. PRIDE PURPLE PROPERTIES

A Registered Partnership Firm registered under

Indian Partnership Act, 1932 having its

Office at 601 Orbit Plaza, New Prabhadevi Road, Prabhadevi Mumbai

PAN NO.AAIFP0363M

Through its PARTNER,

1) SHRI. ARVIND PREMCHAND JAIN

Age- 45 years, Occupation– Business,

Residing At-. 803/903, S. No. 1041,

"Pride Paradise", Shivaji Nagar,

Pune-411016

AND/OR

2) SHRI. SHRAVAN DEVKINANDAN AGARWAL

Age-47 years, Occupation– Business,

Residing At- S. No. 135 Pashan Pune.

through his POA holder

- 7) Mr. Rajesh Ghanshyamdas Narang Age 45 years, Occupation Service, residing at Flat B-3/19, Bramha estates, near Jyoti Restaurant, NIBM Road, Kondhawa, Pune,
- 8) Mr. Mohit Pandit Ashtekar, Age 50 years, Occupation Service/Agriculturist, residing at 47 Taware Colony, Pune 411009
- 9) Mr. Vijay Agarwal alias Vijay Kumar Goyal, Age 46 years, Occupation Service, residing at Flat No. 8 , Building No. B – 4, Siddheshwar Nagar , Tingre Nagar Road, Vishrantwadi , Pune - 411 015

Hereinafter referred to as “THE CONSENTING PARTY NO. 2” (which expression unless repugnant to the context or meaning thereof shall mean and include their respective heirs, executors, administrators and assigns)

.....**PARTY OF THE FOURTH PART.**

AND :

M/S. SHRINIVAS DEVELOPERS

A registered Partnership Firm registered under Indian Partnership Act, 1932 having its principal place of business at :

C.T.S No 927, Office No 302, Sanas Memories, 3rd Floor,

F.C. Road, Pune-411004

PAN NO- ABFFS9846J

Through its Partner

1. Mr. Shamkant Jagannath Wani (Shende)

Age – 55 Years, Occupation : Business

R/At C.T.S No 927, Office No 302, Sanas Memories, 3rd Floor

F.C. Road, Pune - 411004

PAN NO- AAFPW2436H

AND/OR

2. Mr. Kailash Babulal Wani

Age – 52 Years Occupation : Business

R/At Flat No 24,Gopal Park, Erandawane, Pune – 411029

Hereinafter referred to as “**THE CONSENTING PARTY NO. 3**” (which expression unless repugnant to the context or meaning thereof shall mean and include their respective heirs, executors, administrators and assigns)

.....**PARTY OF THE FIFTH PART**

WHEREAS,

A] All that piece and parcel of land situated within the Registration, Sub-Dist., Taluka Haveli, Dist. Pune and within the limits of Pune Municipal Corporation bearing Plot No. A totally admeasuring an area of 28535.75 Sq.mtrs. out of the sanctioned layout of S.No.19 Hissa no.1A/1 to 19 + 1B, S.No.5 Hissa No.5/3, 5 to 10, 12 to 14, 17, 18, 21 to 28, S.No.19 Hissa No.2A(part)+2A/1 to 20, S. No. 19/2C and S.No.19 Hissa No.4A+4B/3/1 to 22, S.No.18/1/2/1, 18/1A, 18/3, 18/3/1, 18/5 and 18/6, Mouje Balewadi, Pune and more particularly described in First Schedule hereunder is owned by the Promoter herein, herein after referred to as said entire land.

B] All that various pieces of lands situated at village Balewadi, Taluka Haveli, District Pune and within the limits of Pune Municipal Corporation are owned by various owners as mentioned hereunder

Survey No.	Land Lord Name	Sale deed	Area
5/5/3	Anil Sarvottam Pathak & other	21/03/1986 3113/86 old , dt 4/2/1987, 1566/87	13
5/5/5	Laxman Vishnu Navrange	23/04/1996, 2919/1996	5
5/5/6	Pandurang Motiram Gulhane	5/12/1994, 7798/94	3

5/5/6	Ananda Sadhu Ballal	17/12/94, 7797/94	3
5/5/12	Maruti Baban Kalbhor	19/09/2000, 7668/2000	1
5/5/12	Ashok Maruti Pilane	19/9/2000, 7667/2000	1
5/5/14	Dattatray Chagan Shete, Dada Ramu Bhosale, Madhav Nagnath Menkudale & Hema M Menkudale	10/7/2004, 2853/2004	3
5/5/17 & 26	C. P. Unnikrishanan	68/1991, 10662/91, 6/08/1991, 10663/91	2
19/1A/2	Ms. P. Chandrika	28/02/1989, 4008/1989	2
19/1A/3	Pakidiri Setu Madhavn	25/05/1988, 7647/1988	3
19/1A/4	Shalini A. Amrutkar	28/02/1989, 3955/1989	5
19/1A/5	C. P. Mohandas	21/10/1988, 14735/1988	6
19/1A/6	Prabhakar P. Yeole	29/03/1989, 3956/1989	5
19/1A/7	Shivkumar Sudarshankumar & Ruchi Shivkumar Dang	23/01/2008, 630/2008	3
19/1A/8	Shridhar Malakaji Chillal	21/10/1988, 14733/1988	2
19/1A/1,9,11, 13,14,15,16,1 9	1. Sunita Kundan Motiramani 2 Kundan Motiramani 3. Saroj Puri 4. Trupti Puri 5. Manju Sharma 6. Sameera Kayyum Shavkir 7. Trilokchand Tarashing Chug 8. Rani H Ruchwani 9. Beena Kundan Motiramani (Anisha Snajay Lala) 10. Rajani H Ruchwani		24
19/1A/12	Dr. P. V. Padmnabha Swamy & Dr Amit Padmnabha Swamy	30/06/1998, 3807/1998	3
19/1A/17	Saxena Rajani R.	25/05/1988, 7640/1988	2
19/1A/18	Hemlata Joshi	09/11/1994, 7175/1994	2
19/1B/4	Shivraj S Vichre through POA Shirish S. Vichare	23/02/1993, 792/1993	5
19/1B/11	Milind Madhav Jawdekar Shital Milind Jawadekar	23/04/1993, 1929/1993	3
19/1B/10	V. G. Bhimpure & Mrs R V Bhimpure	23/04/1993, 1930/1993	4
19/1B/1	Nitin Ambadas Kadam & Sandhya Nitin Kadam	30/04/2002, 3447/2002	4
19/1B/3	Kedar Pathak, Sangeeta Pathak & Varsha R Pathak	27/01/1993, 341/1993	5
19/1B/6	Yamuna Venugopal & V V Venugopal	29/06/1993, 3003/1993	5
19/1B/5	Ganpati Parmeshwaran & Geeta Parmeshwaran	30/01/1993, 445/1993	10

19/1B/7	Pammi Singh -	29/06/1993,	3
19/1B/9	A. V. D'silva & Lona Aurelnis Venecio	09/03/1993, 1092/1993	5
19/1B/12	S. Venkatchalan & G Rajlaxmi	11/06/1993, 2759/1993	2
19/1B/2	Vilas Kale, Shankarrao Kale, Nandkishor B Kale, Sarjerao Kale	15/02/2005, 1267/2005	5
19/2C/7, 8, 9	Chinchwade, Chaugule, Moghe (Out of 76.5) DA 28/8/07, 6935/07, POA 11/09/07, 6936/07	28/07/1989, 11999/89, 28/07/1989, 12000/89, 01/03/1996, 1863/1996	12
19/2C/10	Potnis Narendra Dwarkanath, Nilima Suhas Deshpande, Usha Shridhar Deshmukh	29/12/1989, 19687/1989	5
19/2C/12	Vijay P Agarwal & Krishna P agarwal	16/06/1995, 5729/95,	10
18/3/1	Nitnaware Sunil	05/07/2001, 7055/2001	2
18/3/3	Balwadkar Rekha		0.5
18/3/3	Jyoti Arvind Natu & Prabha Kashinath Natu (Out of 76.5)		37.5
19/4B/3, 19/4A/3	Chaugule Sunita	07/01/1991, 450/1991	4
19/4A/20	Kongare Abhay Janardan & Pallavi Abhay Kongare	24/06/2005, 4358/2005	5
5/5/7,8,9	Vasant Maruti Dhumal, Sopan Janaba Gaikwad, Sarjubai Mohan Pardeshi	15/4/1986, 4773/86, 477---/86, 4774/86	6
5/5/10, 13, 18	Govind Kisan Gaikwad, Satish Sambhaji Bajare & Shankar Seetaram Bajare, Narayan Baburao Mane	15/1/1986, 4781/1986, 16/05/1986, 6434/1986, 15/03/1990, 4355/1990	8
5/5/21	Suresh P. Patil	27/06/1990, 9848/1990	1
5/5/22	Ashok S. Rane, Leelavati S Rane, Chandrashekhar S rane	22/06/1990, 9647/90, 11/07/1990, 10516/1990	2
5/5/23	Ashok S. Rane, Leelavati S Rane, Chandrashekhar S rane	22/06/1990, 9646/1990	1
5/5/24	Laxmibai B. Narkhede	25/04/1990, 6787/1990	3
5/5/25	Suresh P. Patil	25/04/1990, 6788/1990	2
5/5/28	K. Surendran died (L R) Smt Sarojini K Surendran & Surya Surendran	21/01/1988, 1033/1988	1
19/1A/10	Sudha N. Newalia	13/05/1988,	2
19/1B/8	Abdul Gani Hamid Mohammad	02/03/1993, 959/1993	2
19/1B	D. RameshKumar	10/07/1992, 3125/1992	10
19/1B/13	Sukhwani Totaram	21/12/2005, 8749/2005	2

19/1B/14	Sujit Sunil Matwankar & Chandrani Sujit Matwankar	04/06/1993, 2649/1993	2
19/1B/15	Sunil Dattatray Vaze & Indrani Sunil Vaze	04/06/1993, 2647/1993	4
19/2A/1	Avidha Pandurang Kadam, Vidya Kadam, Pankaj Kadam, Nikita Kadam, Yogita Prakash Sonawane	23/12/85, 9291/86	4
19/2A/2	Parshuram Pralahad Somvanshi	23/12/1985, 9290/86	5
19/2A/3	Baliram Kisan Sakhare	23/12/1985, 9293/86	1
19/2A/4	Ashok Dada Pawar	23/12/1985, 9292/1986	2
19/2A/5	Suresh Subramanyam & Usha Shivdasan	24/10/1990, 15634/1990	3
19/2A/6	M. Mohan Chandran	19/08/1988, 12616/89	5
19/2A/7	Usha Nair, Abhishek V Nair, Sweta V Nair, Yamuna G Nair	19/08/1988, 12612/89	5
19/2A/8	Ravindra Bagul	11/07/1988, 12698/89	10
19/2A/9	Lalit V. Diddi	19/05/1988, 12621/1989	5
19/2A/12	Vishal Surendra Gupta	18/07/96, 5235/96	5
19/2A/13	Suresh Subramanyam & Usha Shivdasan	24/10/1990, 15634/1990	1
19/2A/13	C. D. Disoza	11/07/1995, 6298/95,	1
19/2A/14	C. D. Disoza		2
19/2A/15	C. D. Disoza		3
19/2A/16	M. Murlidharan & Sou Rama Murlidharan	28/12/1988, 13454/89	10
19/2A/17	Krishnanath Kulkarni	12/07/1988, 12619/89	5
19/2A/19, 19/2A/20, 19/2A	Meri Vargis	30/11/2005, 7500, 7499, 7501	17
19/2C/1	Vithal Housaji Kadam	10/10/1986, 9678/86	5
19/2C/2	Varsha Surendra Gupta	01/09/1995, 7754/1995	4
19/2C/3	Varsha Surendra Gupta		5
19/2C/4	D. M. Ratnakar & Mahabhek Jahangir Ratnakar	26/05/1989, 8332/1989	8
19/2C/5	Nitin Kapadi & Urmi N Kapadi	07/06/1989, 8899/1989	4
19/2C/6	Himanshu Shah	26/05/1989, 8331/1989	6
19/2C/11	Gauri Mahadeo Apte	10/02/1989, 2285/1989	5
19/2C/13	Somsundaram Ramdas	4/08/1989, 12465/89	5
18/1A (18/1+2/1)	Prabha Kashinath Natu, Jyoti Arvind Natu/ Balwadkar		40.5
18/3	Prabha Kashinath Natu / Balwadkar		2.5

19/4A/4B/1	Hemadev Durgabai Jamanadas	02/04/1982,	6.5
19/4A/4B/3/11	Raghuvendra Dharamatti	10/07/1998, 4123/1998	3
5/5/3	SPPPPLLP	4/9/08, 6026/08	5
5/5/27	SPPPPLLP	14/8/09, 3538/09, POA 3539/09	1
19/1A/5/1	PEJV	20/11/09, 6036/09	2
19/2A/10	PEJV	20/11/09, 6404/09	5
19/2A/11	PEJV		5
19/2A/18	PEJV	07/09/2009, 4105/2009	5
19/2C/1	SPPPPLLP	S30/4/08, 3335/08, POA 3336/08	2
18/5/6	SPPPPLLP	17/10/08, 6431/08	28
19/4A/4B/1	SPPPPLLP	02/01/2010 68/2010	5
19/4A/4B/2/3/ 6/7/8/9/21/18	SPPPPLLP	7/5/08, 4729/08, POA 26/5/08, 4730/08	34
19/4A/4B/3/4	SPPPPLLP	1/10/09, 4624/09	3
19/4A/3/8+9	SPPPPLLP	28/04/2008, 3327/2008	20
19/4A/4B/10, 13	SPPPPLLP	27/6/09, 2482/09	6
19/4A/4B/12	Shakuntala Sureshchandra Agarwal 19/10/1989, 8379/1989	Sandeep Shantilal Khivansara DA 25/04/2005, 3153/2005, POA 3154/2005	4.5
19/4A/4B/3A/ 19, 3A/16,3A/15, 3A/14	Ramesh Surve & Shobha Surve, Surekha Bhosale & Vijay Jayakar	27/11/1989, 17829, 19/02/1999, 1086/1999, 27/11/1989, 17825, 08/08/1990	15
19/4A/4B/17	SPPPPLLP	11/8/09, 3457/09, POA 3458/09	3
19/4A/20	PEJV	08/12/2011, no. 11767/2011, POA 11768/2011	5
19/4A/4B/3/22	SPPPPLLP	Exchange 28/1/2010, 584/2010	6

The Said lands are given for development to various parties herein by separate Development Agreements and Power of Attorneys and few lands by way of sale deed and particulars Development Agreements, Power of Attorneys and sale deed thereof are given as under:

- i. All that various pieces of lands situated at village Balewadi are owned by various owners and the same are given for development to **M/s Pride Purple Properties** herein by separate Development Agreements and Power of Attorneys and particulars thereof are as under –

Survey No.	Land Lord Name	Sale deed	Area	Document details
5/5/3	Anil Sarvottam Pathak & other	21/03/1986 3113/86 old , dt 4/2/1987, 1566/87	13	DA 6/3/07, 1814/07, POA 7/3/07, 1815/07
5/5/5	Laxman Vishnu Navrange	23/04/1996, 2919/1996	5	DA 8/3/07, 1863/07, POA 10/3/07, 1864/07
5/5/6	Pandurang Motiram Gulhane	5/12/1994, 7798/94	3	DA 21/3/07, 2329/07, POA 22/3/07, 2330/07
5/5/6	Ananda Sadhu Ballal	17/12/94, 7797/94	3	
5/5/12	Maruti Baban Kalbhor	19/09/2000, 7668/2000	1	DA 6/3/07, 2036/07, POA 12/3/07, 2037/07
5/5/12	Ashok Maruti Pilane	19/9/2000, 7667/2000	1	
5/5/14	Dattatray Chagan Shete, Dada Ramu Bhosale, Madhav Nagnath Menkudale & Hema M Menkudale	10/7/2004, 2853/2004	3	DA 2/3/07, 1776/07, POA 6/3/07, 1777/07
5/5/17 & 26	C. P. Unnikrishanan	68/1991, 10662/91, 6/08/1991, 10663/91	2	DA 8/3/07, 1957/07, POA 9/3/07, 1958/07
19/1A/2	Ms. P. Chandrika	28/02/1989, 4008/1989	2	DA 8/3/07, 1959/07, POA 13/3/07, 1960/07
19/1A/3	Pakidiri Setu Madhavn	25/05/1988, 7647/1988	3	DA 15/3/07, 2242/07, POA 17/3/07, 2243/07
19/1A/4	Shalini A. Amrutkar	28/02/1989, 3955/1989	5	DA 10/4/07, 2886/07, POA 11/4/07, 2887/07
19/1A/5	C. P. Mohandas	21/10/1988, 14735/1988	6	DA 9/4/07, 4684/07, 16/6/07, 4685/07
19/1A/6	Prabhakar P. Yeole	29/03/1989, 3956/1989	5	DA 10/4/07, 2884/07, POA 11/4/07, 2885/07

19/1A/7	Shivkumar Sudarshankumar & Ruchi Shivkumar Dang	23/01/2008, 630/2008	3	DA 22/1/08, 639/08, POA 24/1/08, 640/08
19/1A/8	Shridhar Malakaji Chillal	21/10/1988, 14733/1988	2	DA 8/3/07, 1995/07, POA 9/3/07, 1996/07
19/1A/1,9,1 1,13,14,15,16 ,19	1. Sunita Kundan Motiramani 2 Kundan Motiramani 3. Saroj Puri 4. Trupti Puri 5. Manju Sharma 6. Sameera Kayyum Shavkir 7. Trilokchand Tarashing Chug 8. Rani H Ruchwani 9. Beena Kundan Motiramani (Anisha Snajay Lala) 10. Rajani H Ruchwani		24	DA 28/08/07, 6935/07, POA 1/9/07, 6936/07
19/1A/12	Dr. P. V. Padmnabha Swamy & Dr Amit Padmnabha Swamy	30/06/1998, 3807/1998	3	DA 22/5/07, 4090/07, POA 23/5/07, 4091/07
19/1A/17	Saxena Rajani R.	25/05/1988, 7640/1988	2	DA 18/4/07, 3165/07, POA 26/4/07, 3166/07
19/1A/18	Hemlata Joshi	09/11/1994, 7175/1994	2	DA 9/3/07, 2002/07, POA 10/3/07, 2003/07
19/1B/4	Shivraj S Vichre through POA Shirish S. Vichare	23/02/1993, 792/1993	5	DA 9/4/07, 2875/07, POA 10/4/07, 2876/07
19/1B/11	Milind Madhav Jawdekar Shital Milind Jawadekar	23/04/1993, 1929/1993	3	DA 9/4/07, 2871/07, POA 10/4/07, 2872/07
19/1B/10	V. G. Bhimpure & Mrs R V Bhimpure	23/04/1993, 1930/1993	4	DA 9/4/07, 2841/07, POA 10/4/07, 2842/07
19/1B/1	Nitin Ambadas Kadam & Sandhya Nitin Kadam	30/04/2002, 3447/2002	4	DA 12/3/07, 2038/07, POA 2039/07

19/1B/3	Kedar Pathak, Sangeeta Pathak & Varsha R Pathak	27/01/1993, 341/1993	5	DA 3/3/07, 2000/07, POA 10/3/07, 2001/07
19/1B/6	Yamuna Venugopal & V V Venugopal	29/06/1993, 3003/1993	5	DA 17/3/07, 2332/07, POA 22/3/07, 2333/07
19/1B/5	Ganpati Parmeshwaran & Geeta Parmeshwaran	30/01/1993, 445/1993	10	
19/1B/7	Pammi Singh -	29/06/1993,	3	DA 28/8/07, 6935/07, POA 1/9/07, 6936/07
19/1B/9	A. V. D'silva & Lona Aurelnis Venecio	09/03/1993, 1092/1993	5	DA 14/3/07, 2118/07, POA 2119/07
19/1B/12	S. Venkatchalan & G Rajlaxmi	11/06/1993, 2759/1993	2	DA 17/3/07, 2332/07, POA 22/3/07, 2333/07
19/1B/2	Vilas Kale, Shankarrao Kale, Nandkishor B Kale, Sarjerao Kale	15/02/2005, 1267/2005	5	DA 23/03/2007, 2378/2007
19/2C/7, 8, 9	Chinchwade, Chaugule, Moghe (Out of 76.5) DA 28/8/07, 6935/07, POA 11/09/07, 6936/07	28/07/1989, 11999/89, 28/07/1989, 12000/89, 01/03/1996, 1863/1996	12	DA 3/2/07, 879/07, POA 880/07, DA 6/3/07, 1779/07, POA 1780/07
19/2C/10	Potnis Narendra Dwarkanath, Nilima Suhas Deshpande, Usha Shridhar Deshmukh	29/12/1989, 19687/1989	5	DA 27/06/07, 5130/07
19/2C/12	Vijay P Agarwal & Krishna P agarwal	16/06/1995, 5729/95,	10	DA 9/4/07, 2843/07, POA 2844/07
18/3/1	Nitnaware Sunil	05/07/2001, 7055/2001	2	DA 18/4/07, 3172/07, POA 26/4/07, 3173/07
18/3/3	Balwadkar Rekha		0.5	DA 18/4/07, 3169/07, POA 26/4/07, 3170/07
18/3/3	Jyoti Arvind Natu & Prabha Kashinath Natu (Out of 76.5)		37.5	DA 28/8/07, 6935/07, POA 1/9/07, 6936/07

19/4B/3, 19/4A/3	Chaugule Sunita	07/01/1991, 450/1991	4	DA 9/7/07, 5367/07, POA 10/7/07, 5368/07
19/4A/20	Kongare Abhay Janardan & Pallavi Abhay Kongare	24/06/2005, 4358/2005	5	DA 27/4/07, 3815/07, POA 14/5/07, 3816/07

Thus M/s Pride Purple Properties is having right to develop total area admeasuring 215 Ares.

ii. All that various pieces of lands situated at village Balewadi are owned by various owners and the same are given for development to **M/s Shrinivas Developers** herein by separate Development Agreements and Power of Attorneys and particulars thereof are as under –

5/5/7,8,9	Vasant Maruti Dhumal, Sopan Janaba Gaikwad, Sarjubai Mohan Pardeshi	15/4/1986, 4773/86, 477--- /86, 4774/86	6	DA 10/4/06, 2820/06, POA 12/4/06, 2821/06, Correction deed 25/07/08, 5055/08
5/5/10, 13, 18	Govind Kisan Gaikwad, Satish Sambhaji Bajare & Shankar Seetaram Bajare, Narayan Baburao Mane	15/1/1986, 4781/1986, 16/05/1986, 6434/1986, 15/03/1990, 4355/1990	8	DA 23/1/06, 611/06, POA 612/06
5/5/21	Suresh P. Patil	27/06/1990, 9848/1990	1	DA 18/12/06, 8969/06, POA 19/12/06, 8970/06
5/5/22	Ashok S. Rane, Leelavati S Rane, Chandrashekhar S rane	22/06/1990, 9647/90, 11/07/1990, 10516/1990	2	
5/5/23	Ashok S. Rane, Leelavati S Rane, Chandrashekhar S rane	22/06/1990, 9646/1990	1	
5/5/24	Laxmibai B. Narkhede	25/04/1990, 6787/1990	3	
5/5/25	Suresh P. Patil	25/04/1990, 6788/1990	2	
5/5/28	K. Surendran died (L R) Smt Sarojini K Surendran &	21/01/1988, 1033/1988	1	DA 26/9/06 6633/06, 28/9/06,

	Surya Surendran			6634/06
19/1A/10	Sudha N. Newalia	13/05/1988,	2	DA 9/10/06, 7136/06, POA 7137/06
19/1B/8	Abdul Gani Hamid Mohammad	02/03/1993, 959/1993	2	DA 29/1/07, 744/07, POA 745/07
19/1B	D. RameshKumar	10/07/1992, 3125/1992	10	DA 25/7/06, 6275/06, POA 6276/06
19/1B/13	Sukhwani Totaram	21/12/2005, 8749/2005	2	DA 15/2/06, 1202/06, POA 1203/06
19/1B/14	Sujit Sunil Matwankar & Chandrani Sujit Matwankar	04/06/1993, 2649/1993	2	
19/1B/15	Sunil Dattatray Vaze & Indrani Sunil Vaze	04/06/1993, 2647/1993	4	
19/2A/1	Avidha Pandurang Kadam, Vidya Kadam, Pankaj Kadam, Nikita Kadam, Yogita Prakash Sonawane	23/12/85, 9291/86	4	DA 7/12/05, 8329/05, POA 8330/05
19/2A/2	Parshuram Pralahad Somvanshi	23/12/1985, 9290/86	5	
19/2A/3	Baliram Kisan Sakhare	23/12/1985, 9293/86	1	
19/2A/4	Ashok Dada Pawar	23/12/1985, 9292/1986	2	
19/2A/5	Suresh Subramanyam & Usha Shivdasan	24/10/1990, 15634/1990	3	DA 3/1/06, 59/06, POA 3/1/06, 60/06
19/2A/6	M. Mohan Chandran	19/08/1988, 12616/89	5	DA 8/2/06, 1089/06, POA 8/2/06, 1090/06
19/2A/7	Usha Nair, Abhishek V Nair, Sweta V Nair, Yamuna G Nair	19/08/1988, 12612/89	5	DA 3/1/06, 59/06, POA 3/1/06, 60/06
19/2A/8	Ravindra Bagul	11/07/1988, 12698/89	10	DA 8/2/06, 1089/06, POA 8/2/06, 1090/06

19/2A/9	Lalit V. Diddi	19/05/1988, 12621/1989	5	DA 3/1/06, 59/06, POA 3/1/06, 60/06
19/2A/12	Vishal Surendra Gupta	18/07/96, 5235/96	5	DA 7/4/07, 2845/07, POA 10/4/07, 2846/07
19/2A/13	Suresh Subramanyam & Usha Shivdasan	24/10/1990, 15634/1990	1	DA 3/1/06, 59/06, POA 3/1/06, 60/06
19/2A/13	C. D. Disoza	11/07/1995, 6298/95,	1	DA 7/4/07, 2845/07, POA 10/4/07, 2846/07
19/2A/14	C. D. Disoza		2	
19/2A/15	C. D. Disoza	11/07/1995, 6297/95,	3	
19/2A/16	M. Murlidharan & Sou Rama Murlidharan	28/12/1988, 13454/89	10	DA 8/2/06, 1089/06, POA 8/2/06, 1090/06
19/2A/17	Krishnanath Kulkarni	12/07/1988, 12619/89	5	DA 3/1/06, 59/06, POA 3/1/06, 60/06
19/2A/19, 19/2A/20, 19/2A	Meri Vargis	30/11/2005, 7500, 7499, 7501	17	DA 3/1/06, 59/06, POA 3/1/06, 60/06
19/2C/1	Vithal Housaji Kadam	10/10/1986, 9678/86	5	DA 18/2/06, 1372/06, POA 1373/06,
19/2C/2	Varsha Surendra Gupta	01/09/1995, 7754/1995	4	DA 7/4/07, 2845/07, POA 10/4/07, 2846/07
19/2C/3	Varsha Surendra Gupta		5	
19/2C/4	D. M. Ratnakar & Mahabhek Jahangir Ratnakar	26/05/1989, 8332/1989	8	DA 3/1/06, 59/06, POA 3/1/06, 60/06
19/2C/5	Nitin Kapadi & Urmi N Kapadi	07/06/1989, 8899/1989	4	
19/2C/6	Himanshu Shah	26/05/1989, 8331/1989	6	DA 26/9/06, 6635/06, POA 6636/06
19/2C/11	Gauri Mahadeo Apte	10/02/1989, 2285/1989	5	DA 4/2/06, 1048/06, POA 1049/06
19/2C/13	Somsundaram Ramdas	4/08/1989, 12465/89	5	DA 14/3/07, 2098/07, POA 2099/07
18/1A (18/1+2/1)	Prabha Kashinath Natu, Jyoti Arvind Natu/ Balwadkar		40.5	DA 20/3/07, 2318/07, POA 22/3/07, 2319/07

18/3	Prabha Kashinath Natu / Balwadkar		2.5	DA 20/3/07, 2316/07, POA 22/3/07, 2317/07
19/4A/4B/1	Hemadev Durgabai Jamanadas	02/04/1982, (1085 M E)	6.5	DA 6/8/07, 6183/07,
19/4A/4B/3/11	Raghuvendra Dharamatti	10/07/1998, 4123/1998	3	DA 14/2/06, 1218/06, POA 1219/06

Thus M/s Shrinivas Developers is having right to develop total area admeasuring 224.5 Are.

iii. By various Sale Deeds **Shrinivas Pride Purple Properties LLP previously known as Shrinivas Pride Purple Properties Pvt. Ltd.** purchased various portions of land from its owners. Details are as under-

Name of Owner	S.No.	Area sold in Are	Date of Sale Deed	Regi. No.
Pournima Ravikant Kadam	19/2C/1	2	30.04.2008	3335/2008
Archana Devidas Tambe and others	5/5/3	5	04.09.2008	6026/2008
Saj Associates	18/5/6	28	17.10.2008	6431/2008
Vithabai Dhondiba Sapkal	5/5/27	1	14.08.2009	3538/2009
Gharpure Yashoda	19/4A/4B/1	5	02.01.2010	68/2010
Shamsuddin	19/4A/4B/2/3/ 6/7/8/9/21/18	34	07.05.2008	4729/2008
Vinod Sadashiv Waghle	19/4A/4B/3/4	3	01.10.2009	4624/2009
Shashikant Vamanrao Kebe	19/4A/3/8+9	20	28.04.2008	3327/2008
Pankaj Nargude	19/4A/4B/10, 13	6	27.06.2009	2482/2009
Mukinda Gangadhar Deshmukh	19/4A/4B/17	3	11.08.2009	3457/2009
Supekar	19/4A/4B/3/22	6	Exch. 28.1.2010	584/2010

iv. By Development Agreement dated 6.8.2007 registered at the Office of the Sub Registrar at Serial No.6185/2007 Sandeep Shantilal Khivansara granted development rights of 4.5 Are out of S.No.19/4A/4B/12 to **M/s Pride Purple Properties & M/s Shrinivas Developers jointly.**

Sandeep Shantilal Khivansara also executed Power of Attorney on 7.8.2007 in favour of developer, which is registered at the Office of the Sub Registrar at Serial No.6186/2007.

v By Development Agreement dated 20.2.2008 registered at the Office of the Sub Registrar at Serial No.1588/2008 Surve, Bhosale and Jayakar granted development rights of 15 Are out of S.No.19/4A/4B/3A/19, 3A/16, 3A/15, 3A/14 to **M/s Pride Purple Properties & M/s Shrinivas Developers jointly.**

Surve, Bhosale and Jayakar also executed Power of Attorney on 22.2.2008 in favour of developer, which is registered at the Office of the Sub Registrar at Serial No.1589/2008.

C] i. By Joint Venture Agreement dated 03.03.2007 read with Supplementary Joint Venture Agreement dated 16.06.2011, M/s Pride Purple Properties and M/s Shrinivas Developers decided to jointly develop the lands on the terms and conditions mentioned therein and agreed to carry out the scheme on the said property in the name of PARK EXPRESS JOINT VENTURE.

ii. By Sale Deed dated 20.11.2009 registered at the Office of the Sub-Registrar at Serial No.6036/2009 Dharmendra Shetty sold area admeasuring 2 Are out of S.No.19/1A/5/1 to Park Express Joint Venture.

iii. By Sale Deed dated 20.11.2009 registered at the Office of the Sub-Registrar at Serial No.6404/2009 Jayaram Narayan Chengalur sold area admeasuring 5 Are out of S.No.19/2A/10 and Chandralekha S. Thampi sold area admeasuring 5 Are out of S.No.19/2A/11 to Park Express Joint Venture.

iv. By Sale Deed dated 07.09.2009 registered at the Office of the Sub-Registrar at Serial No.4105/2009 Saleel Krishnakant Kulkarni sold area admeasuring 5 Are out of S.No.19/2A/18 to Park Express Joint Venture.

v. By Sale Deed dated 8.12.2011 registered at the Office of the Sub-Registrar at Serial No.11767/2011 Jadhav & Ajgaonkar sold area admeasuring 5 Are out of S.No.19/4A/20 to Park Express Joint Venture.

D] i. In view of the above the parties, to avoid disputes and differences in future and to maintain peace and tranquility amongst themselves and for other just and sufficient reasons and for the better management, enjoyment, control and administration of their holdings decided to amalgamate the said lands and divide the same in convenient buildable portions. Accordingly parties have jointly prepared amalgamation and layout/sub-division plan and the Pune Municipal Corporation by its No.CC/4345/11/1628 dated 16.03.2012 sanctioned the said amalgamation and layout/subdivision plan. The parties as per the Memorandum dated 11.05.2012 registered at the Office of the Sub-Registrar Haveli No.14 at Serial No.4537/2012 has defined and accordingly effected the allotment for the respective portion and as per the said Memorandum Park Express Joint Venture has received Plot No. A admeasuring an area of 41782.21 Sq. mtrs. comprising of Open Space Nos. A, B, C, part of Plot No. B admeasuring 4000 Sq. mtrs. and Amenity Space admeasuring 8668.66 Sq. mtrs. and Shrinivas Pride Purple Properties LLP has received part of Plot No. B admeasuring an area of 11287.66 Sq. mtrs. comprising of Open Space No. D is the share of Shrinivas Pride Purple Properties LLP.

ii. By Deed of Sale dated 10.05.2012 which is registered at the Office of the Sub-Registrar Haveli No.14 at Serial No.4538/2012 Park Express Joint Venture for self and as constituted attorney of land owners sold and conveyed the portion admeasuring an area of 4000 Sq. mtrs. out of S.Nos.5/5/3, 5/5/5, 19/1A/2 to 5, 19/1A/15 and 19/1A/19 (as they stood before layout) which portion is now part of Plot No. B out of total area admeasuring 15287.66 Sq. mtrs. out of the sanctioned layout of S.No.19 Hissa No.1A/1 to 19+1B, S.No.5 Hissa No.5/3, 5 to 10, 12 to 14, 1, 18, 21

to 28, S.No.19 Hissa No.2A(part)+2A/1 to 20 and S.No.19 Hissa No.4A+4B/3/1 to 21, S.No.18/1/2/1, 18/1A, 18/3, 18/3/1, 18/5 and 18/6, Mouje Balewadi, Pune to Shriniwas Pride Purple Properties LLP.

E] By virtue of aforesaid Joint Venture Agreement dated 03.03.2007 and Supplementary Joint Venture Agreement dated 16.06.2011 Park Express Joint Venture became entitled to develop the said entire land and construct thereon new building comprising of residential / commercial flats/units and to sell the same on ownership basis.

IN THIS MANNER Park Express Joint Venture BECAME entitle to develop the said entire land i.e. THE PLOT NO. A HAVING AN AREA ADMEASUIRNG 41782.21 SQ. MTR. The Promoter has floated the ownership scheme on the said entire land under the name and style of Park Express comprising of various phases & buildings in each phase consisting of residential units. Though the Promoter herein has right to develop the entire project land, the promoter has decided to carry out construction/development in phases and accordingly has identified/earmarked portion out of the entire project land as phase II and is only subject matter of this agreement and the said project shall be known as Park Express Phase II (Buildings K & L and M & N) hereinafter referred as "Said Project" and admeasuring 5445.54 sq. mtrs. or thereabouts more particularly described in Schedule –II and shown in Annexure C2A. The Promoter has proposed to construct on the said project land having two buildings i.e. K & L and M & N having Stilt+Basement+13 upper floor, out of this upto 12th floor the sanction has been granted and 13th floor has been proposed for sanction

F] Thus party of the first part being the developer Promoter alone has the sole and exclusive right to construct and allot/sell flats, units etc. in the said project to be constructed or being constructed on the said Land and to enter into agreement/s with the Purchaser/s of the flats and to receive the sale price thereof.

G] The Promoter decided to construct building/s on the said land and sell the flats, units therein on ownership basis. The Promoter thereafter prepared a layout plan to be constructed on the said entire land which was approved and sanctioned by the P.M.C. **DPO/11181/C/1133 dt. 30.03.2007, 2. C. C. No. DPO/11182/C/1134 dated 30.03.2007, 3. C.C. No. CC/4824/06 dated 30.03.2007, 4. C.C. No. CC/4828/06 dated 30.03.2007, and the same has been revised vide Commencement Certificate no. 2314/09/16 dated 16/10/2009, commencement certificate no. CC/1054/2011 dated 20/06/2011 and further it has been revised vide commencement certificate no. CC/2324/13 dt. 21/10/2013.** The Additional Collector, Pune, Vide Order No. PRH/NA/ SR / 46/2007 dated 18.04.2007, PRH/NA/SR/303/2007 dated 14.08.2007 and further permission for the non-agricultural use of the said land is obtained from the Collector vide Order bearing No.- PMH/NA/SR/451/12 dt.20/09/2012.

AND WHEREAS The Promoter has availed financial assistance from HDFC Ltd, HDFC House, 1500 Shivaji Nagar, Pune 411005, against security of the said Property, and entered into the Mortgage deed dated 24/12/2013, registered in the office of Sub registrar Haveli at Sr. No. 2562/2014, 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 hereinlater) to the Flat Purchaser as hereinafter mentioned.

AND WHEREAS the Promoter has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The Promoter herein alone has sole and exclusive right to sell the Flat/Apartments/unit in the said project to be constructed by the Promoter and is fully competent to enter into agreement/s with the Allottee/Purchaser, of the Flat/Apartments/units and to receive the sale price in respect thereof.

AND WHEREAS the Allottee is offered an Flat/Apartments/units bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") in the Building called _____ (herein after referred to as the said "Building") being constructed in the said project, by the Promoter.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; and 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 Promoter has registered the said Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai, no P52100000939 dated 25/07/2017; authenticated copy is attached in Annexure 'F';

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 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 authenticated copies of the plans of the Layout as approved by the concerned Local Authority along with Commencement certificate have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,

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 C2A.

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

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

AND WHEREAS the Promoter has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Promoter while constructing/developing the said project has accordingly commenced construction/development of the same.

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

AND WHEREAS the Allottee has applied for apartment in the said project vide Booking application no. _____ dated _____ for apartment no. _____ having carpet area of _____ square meters, type _____ and exclusive terrace _____ sq. mtrs and balconies _____ sq. mtrs, sit out area _____ sq. mtrs on _____ floor in (tower/block/building) no _____

_____ ("Building") being constructed in the phase II of the said project along with covered parking, which are more particularly described in Schedule III and the floor plan of the Flat/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 have been annexed and marked as Annexure E.

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 Flat/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 basement and ground/stilt, and 13 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 FLAT/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 Flat/Apartment/Unit No. _____ having carpet area of _____square meters, type _____and exclusive terrace _____ sq. mtrs and balconies _____ sq. mtrs, sit out area _____ sq. mtrs on _____ floor in (tower/block/building) no _____ (hereinafter referred to as "the Flat/Apartment/Unit") as shown in the Floor plan thereof hereto annexed and marked Annexures C3 for the total consideration of Rs. _____/- including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. The area under the balconies mentioned herein above shall include all the types of balconies such as enclosed balcony, dry balcony, attached balcony, etc. of the said flat/apartment. The area under the terraces mentioned herein above shall include all the types of terraces such as attached terrace, dry terrace, etc. of the said flat/apartment other than the top terrace (if any).

(ii) The Allottee/Purchaser has requested to the Promoter and the Promoter hereby agreed based on the request of the Allottee/Purchaser to allot _____ parking situated at Basement OR Ground floor being constructed in the layout. The Allottee/Purchaser applied to the Developer / Promoter to preferably keep for the Allottee/Purchaser _____ Car Park. The Developer / Promoter is also authorized by the Allottee/Purchaser, to make similar arrangement with the other Flat / 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	5%		On Completion of 2 nd Slab
4	5%		On Completion of 4 th Slab
5	5%		On Completion of 6 th Slab
6	5%		On Completion of 9 th Slab
7	5%		On Completion of 13 th Slab
8	5%		On completion of RCC of the staircases, lift wells, lobbies upto the floor level of the said Apartment.
9	5%		On completion of the walls, internal plaster, of the said Apartment.
10	5%		On completion of the external plaster, elevation, terraces with waterproofing, of the building
11	5%		On completion of the

			floorings
12	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
13	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.

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 instalments 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 Park Express Joint Venture payable at Pune, A/c No. 00070350003128

4. MEASUREMENT OF THE CARPET AREA OF THE SAID FLAT/APARTMENT/UNIT

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/Flat/Apartment/Unit, and the Allottee/Purchaser/s has/have agreed to pay the same as and when demanded before the possession of the said Flat/Apartment/Unit.

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 Flat/Apartment/Unit to the Allottee/Purchaser, obtain from the P.M.C occupancy and/or completion certificates in respect of the Flat/Apartment/Unit.

The Promoter shall before handing over possession of the said Flat/Apartment/Unit 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 Flat/Apartment/Unit. Notwithstanding anything to the contrary contained herein, the Allottee/Purchaser shall not be entitled to claim possession of the said Flat/Apartment/Unit 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 Flat/Apartment/Unit to the Promoter and has paid the necessary maintenance amount/deposit, service tax, vat and other taxes payable under this agreement of the said Flat/Apartment/Unit 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 [Flat/Apartment/Unit/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 [Flat/Apartment/Unit/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 23263.75 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 31531.52 sq. mtr. as proposed to be utilized by him in the said Project and Allottee/Purchaser has agreed to purchase the said Flat/Apartment/Unit based on the proposed construction and sale of Flat/Apartment/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 Flat/Apartment/Unit to be provided by the Promoter in the said project and the said Flat/Apartment/Unit are those that are set out in Annexure D hereto. Common amenities for the entire project are stated in the Annexure E annexed hereto. In the project multi storied high-rise buildings/wings are under construction and considering to maintain the stability of the buildings/wings 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 Flat/Apartment/Unit. 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 Flat/Apartment/Unit 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 sub 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 Flat/Apartment/Unit 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 Flat/Apartment/Unit 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 Flat/Apartment/Unit 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 Flat/Apartment/Unit 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 Flat/Apartment/Unit 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 Flat/Apartment/Unit, shall stands 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 Flat/Apartment/Unit as are set out in Annexure 'E', annexed hereto.

14. **POSSESSION OF THE FLAT/APARTMENT/UNIT**

14.1 Schedule for possession of the said Flat/Apartment/Unit :- The Promoter agrees and understands that timely delivery of possession of the Flat/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 Flat/Apartment/Unit, in terms of these presents. The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Flat/Apartment/Unit on 31/10/2018, 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 Flat/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 Flat/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 Flat/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.

14.3 Schedule for possession of the Common amenities:- The Promoter herein is developing the said land which consists of various phases having common amenities like club house, landscape garden etc, the construction/development of the said common amenities will be completed in due course only after completion of construction of all the project phases on the said land. The Promoter, assures to hand over possession of the said common amenities on 31/12/2021. The Allottee/Purchaser/s herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said Flat/Apartment/Unit on the ground of non completion of aforesaid common amenities.

That the Allottee/Purchasers further agree that even where 'substantial completion' of works has been done and after receiving OC from the competent authority possession of the said unit shall be given. That substantial completion would mean works done that do not affect his use or occupation of his unit and he can cohabit in

the said unit. However if the developer is not allowed by the Allottee/Purchaser or any person on his behalf to complete the remaining portion of the works it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the developer.

14.4 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 [Flat/Apartment/Unit/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 [Flat/Apartment/Unit/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 Flat/Apartment/Unit within 15 days of the written notice from the promoter to the Allottee/Purchaser intimating that the said Flat/Apartment/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 [Flat/Apartment/Unit/Plot]: Upon receiving a written intimation from the Promoter as per clause 14.2 the Allottee/Purchaser shall take possession of the [Flat/Apartment/Unit/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 [Flat/Apartment/Unit/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 Flat/Apartment/Unit 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 Flat/Apartment/Unit (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

Flat/Apartment/Unit, 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 Flat/Apartment/Unit. 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 Flat/Apartment/Unit to the Allottee/Purchaser, the Allottee/Purchaser brings to the notice of the Promoter any structural defect in the Flat/Apartment/Unit or the building in which the Flat/Apartment/Unit 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 Flat/Apartment/Unit 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 Flat/Apartment/Unit 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 Flats/ 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 flats 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 Flat/Apartment/Unit or any part thereof or permit the same to be used only for purpose of *residence He shall use the parking space only for purpose of keeping or parking vehicle.

20. FORMATION OF ORGANIZATION OF FLAT/APARTMENT/UNIT 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 Flat/Apartment/Unit 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 Flat/Apartment/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 Flat/Apartment/Unit 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 FLAT/APARTMENT/UNIT :-

The Promoter, on receipt of complete amount of the Price of the said Flat/Apartment/Unit 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 referred in Schedule II. 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 Flat/Apartment/Unit by the Promoter to the Allottee/Purchaser of the Flat/Apartment/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 Flat/Apartment/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 Flat/Apartment/Unit 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 Flat/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 Flat/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 monthly contribution shall be Rs. _____ + GST(or any such taxes applicable)for the initial 30 months 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 Alottee/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 Flat/Apartment/Unit 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 Flat/Apartment/Unit 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.

(i)

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 [Flat/Apartment/Unit/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 [Flat/Apartment/Unit/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 Flat/Apartment/Unit may come, hereby covenants with the Promoter as follows :-

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

ii Not to store in the Flat/Apartment/Unit 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 Flat/Apartment/Unit 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 Flat/Apartment/Unit is situated, including entrances of the building in which the Flat/Apartment/Unit is situated and in case any damage is caused to the building in which the Flat/Apartment/Unit is situated or the Flat/Apartment/Unit 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 Flat/Apartment/Unit and maintain the Flat/Apartment/Unit 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 Flat/Apartment/Unit is situated or the Flat/Apartment/Unit 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 Flat/Apartment/Unit 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 Flat/Apartment/Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Apartment/Unit is situated and shall keep the portion, sewers, drains and pipes in the Flat/Apartment/Unit 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 Flat/Apartment/Unit 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 Flat/Apartment/Unit 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 Flat/Apartment/Unit 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 Flat/Apartment/Unit in the compound or any portion of the project land and the building in which the Flat/Apartment/Unit 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 Flat/Apartment/Unit 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 Flat/Apartment/Unit 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 Flat/Apartment/Unit 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 Flat/Apartment/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 Flat/Apartment/Unit 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 Flat/Apartment/Unit 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 Flat/Apartment/Unit 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/S/WING/S:-

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 EXPRESS PHASE II**” and building will be denoted by letters or name **K - L and M - N BUILDING** 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 Flat/Apartment/Unit 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 Flat/Apartment/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 Flat/Apartment/Unit 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 *[Flat/Apartment/Unit/] 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 [Flat/Apartment/Unit/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 Flat/Apartment/Unit/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 [Flat/Apartment/Unit/Plot], in case of a transfer, as the said obligations go along with the [Flat/Apartment/Unit/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 construed 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 [Flat/Apartment/Unit/Plot] to the total carpet area of all the [Flat/Apartment/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: _____

Park Express Joint Venture, having its registered office at 601 Orbit Plaza, New Prabhadevi, Prabhadevi, Mumbai,

Branch Office at 5th Floor, Pride House, 108/7 Ganesh Khind Road, Shivaji Nagar Pune 411016

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.

SCHEDULE – I
ENTIRE PROJECT LAND

ALL THAT piece and parcels of the land or ground lying, being and situated at revenue village Balewadi Taluka - Pune City, Dist. – Pune, within the limits of Pune Municipal Corporation, Pune, and within the registration, Sub-District Haveli, District – Pune bearing Plot No. A admeasuring 41782.21Sq. mtr. out of the layout of the lands bearing (i) S.Nos. 5/5/3, 5/5/4, 5/5/5, 5/5/6, 5/5/7, 5/5/8, 5/5/9, 5/5/10, 5/5/11, 5/5/12, 5/5/13, 5/5/14, 5/5/17, 5/5/18, 5/5/21, 5/5/22, 5/5/23, 5/5/24, 5/5/25, 5/5/26, 5/5/27 and 5/5/28, (ii) S.Nos.18/1A, 18/3, 18/3/1, 18/5 and 18/6, (iii) S.Nos.19/1A/1 to 19/1A/19, (iv) S.No.19/1B, (v) S.Nos.19/2A (Part), 19/2A/1, 19/2A/2, 19/2A/3, 19/2A/4, 19/2A/5, 19/2A/6, 19/2A/7, 19/2A/8, 19/2A/9, 19/2A/10, 19/2A/11, 19/2A/12, 19/2A/13, 19/2A/14, 19/2A/15, 19/2A/16, 19/2A/17, 19/2A/18, 19/2A/19 and 19/2A/20, (vi)

S.Nos., 19/2C/1 to 19/2C/13 and (vii) S, No. 19/4A/3/1 to 22, 19/4B/3/1 to 22, 19/4A/20, 19/4A/3.

SCHEDULE – II

SAID PROJECT LAND

All that portion out of property described in Schedule I named “Park Express Phase II Building no. K – L and M - N” comprising of net plot area along with side margin admeasuring 5445.54 Sq.mtrs. having FSI/TDR admeasuring 31531.52 Sq.mtrs. comprising of Building Nos. K and L, having Stilt+Basement+13 upper floor and having total number of Flats/Apartments/Units 208 and bounded as follows –

On or towards the East : By
On or towards the South : By
On or towards the West : By
On or towards the North : By

More particularly shown on the plan attached herewith.

SCHEDULE – III

Flat/Apartment/Unit no. _____ having carpet area of _____ square meters, type _____ and exclusive terrace area _____ sq.mtrs and balconies _____ sq.mtrs, sit out area _____ sq.mtrs on _____ floor of the building No. '_____' Project styled as “**PARK EXPRESS PHASE II**” 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.

IN WITNESS WHEREOF the parties hereto have here unto set and subscribed their respective hands and seals on the day, month and the years herein above written.

Signed, sealed and delivered by
The within named Promoter]

Park Express Joint Venture,
through its Authorised Persons,
1) M/s. Pride Purple Properties,
Through its Partner

MR. ARVIND PREMCHAND JAIN

AND/OR

MR. SHRAVAN DEVKINANDAN AGARWAL

through his POA holder
Mr. Rajesh G Narang

Photo	Signature	Thumb Impression

Mr. Mohit P Ashtekar

Photo	Signature	Thumb Impression

Mr. Vijay Agarwal (Mr. Vijay Kumar Goyal)

Photo	Signature	Thumb Impression

AND

2) M/S. SHRINIWAS DEVELOPER,
Through its partner

MR. SHAMKANT JAGANNATH WANI (SHENDE)

AND/OR

MR. KAILASH BABULAL WANI

Photo	Signature	Thumb Impression

.....**PARTY OF THE FIRST PART.**

Signed, sealed and delivered by
the within named Purchaser /s,

1. MR/MRS _____

Photo	Signature	Thumb Impression

2. MR/MRS _____

Photo	Signature	Thumb Impression

PURCHASERS

.....**PARTY OF THE SECOND PART.**

- 1. Mr. Ananda Sadhu Ballal,
- 2. Mr. Pandurang Motiram Gulhane,
- 3. Mr. Vasant Maruti Dhumal,
- 4. Mr. Sopan Janaba Gaikwad,
- 5. Smt. Sarjubai Mohan Pardesi,
- 6. Mr. Ashok Maruti Pilane,
- 7. Mr. Maruti Baban Kalbhor,
- 8. Mr. Govind Kisan Gaikwad,
- 9. Mr. Satish Sambhaji Bajare,
- 10. Mr. Shankar Sitaram Bajare,
- 11. Mr. Narayan Baburao Mane,
- 12. Mr. Dattatraya Chagan Shete,
- 13. Mr. Dada Ranu Bhosale
- 14. Mr. Mahadev Nagnath Menkudale,
- 15. Mrs. Hema Mahadev Menkudale,
- 16. Mr. C. P. Unnikrishnan,
- 17. Mr. Suresh Pandharinath Patil,

18. Smt. Lilawati Someshwar Rane,
19. Mr. Chandrashekhar Someshwar Rane,
20. Mr. Ashok Someshwar Rane,
21. Mrs. Laxmibai Bhagwan Narkhede Alias Mrs. Suman Bhagwan Narkhede,
22. Mrs. K. Sarojini Surendran,
23. Kumari Surya Surendran,
24. Mr. Nitin Ambadas Kadam,
25. Mrs. Sandhya Nitin Kadam,
26. Mr. Shankarrao Bajirao Kale,
27. Mr. Nandkishor Bajirao Kale,
28. Mr. Vilas Bajirao Kale,
29. Mr. Sarjerao Bajirao Kale
30. Mr. Kedar Ravindra Pathak,
31. Ms. Sangeeta Pathak,
32. Mrs. Warsha Ravindra Pathak,
33. Mr. Shivraj S. Vichare,
34. Mr. Ganpati Parmeshwaran,
35. Mrs. Geeta Parmeshwaran,
36. Mrs. Yamuna Venugopal,
37. Mr. V. V. Venugopal,
38. Mr. S. Venkitachalam,
39. Mrs. G. Rajalaxmi,
40. Mr. Abdul Ghani Hameed Mohamed,
41. Mrs. Lona Aureluis Venecio,
42. Mr. Aureluis Venecio D'silva,
43. Mr. V. G. Bhimpure,
44. Mrs. R. V. Bhimpure,
45. Mr. Milind Madhav Javadekar,
46. Mrs. Sheetal Milind Javdekar,
47. Mr. Totaram J. Sukhwani,
48. Mr. Sujit Sunil Matwankar,
49. Mrs. Chandrani Sujit Matwankar,
50. Mr. Sunil Dattatraya Vaze,
51. Mrs. Indrani Sunil Vaze,
52. Mrs. Anisha Sanjay Lala (Ms. Bina Kundan Motiramani),
53. Mrs. Sunita Gul Mirani,
54. Mrs. Rajani Harish Rachwani ,
55. Mrs. Trupti Puri,
56. Mrs. Harsha Yogesh Gangria (Ms. Nanda Kundan Motiramani),
57. Mrs. Nafisa Anurag Batta (Ms. Samira Kayyum Shakir)
58. Mr. Prabhakar Pundlik Yeole ,
59. Mr. Shridhar Malkaji Chillal,
60. Mr. Sudha Nityanand Newaliya ,
61. Mrs. Rajani Ramesh Saxena,
62. Mrs. Hemlata Joshi,
63. Mr. Shivkumar Sudarshankumar,
64. Mrs. Ruchi Shivkumar Dang,
65. Meri Vergis & Ms. Sini Vergis

- 66. Balasaheb Baban Manmode
- 67. Kadija Shamsuddin & Shri.C.Sharun
- 68. Ravindra R.Bagul
- 69. Usha Sadashivan
- 70. C D'Souza
- 71. M. Murlidharan
- 72. Salil Krishnanth Kulkarni
- 73. Meri Vergis & Ms. Sini Vergis
- 74. Mr. Arun Bhupal Chaugule,
- 75. Mr. Bhupal Dattu Chichwde,
- 76. Gandhar Vishaws Moghe
- 77. Shashikala Dwarkanath Potnis
- 78. Krishan Premchand Agarwal
- 79. Mr. Arun Bhupal Chaugule,
- 80. K.P.Abubakar
- 81. Varsha Surendra Gupta
- 82. Valsamma Abraham
- 83. Gouri Mahadev Apte

Through their constituted Attorney –

Shri. ARVIND PREMCHAND JAIN
AND/OR
Shri. SHRAVAN DEVKINANDAN AGARWAL
through his POA holder
Mr. Rajesh G Narang

Photo	Signature	Thumb Impression

Mr. Mohit P Ashtekar

Photo	Signature	Thumb Impression

Mr. Vijay Agarwal (Mr. Vijay Kumar Goyal)

Photo	Signature	Thumb Impression

AND/OR
MR. SHAMKANT JAGANNATH WANI (SHENDE)
AND/OR
MR. KAILASH BABULAL WANI

Photo	Signature	Thumb Impression

.....**PARTY OF THE THIRD PART.**

M/S. PRIDE PURPLE PROPERTIES
Through its Partners –
SHRI. ARVIND PREMCHAND JAIN
AND/OR
SHRI.SHRAVAN DEVKINANDAN AGARWAL
through his POA holder
Mr. Rajesh G Narang

Photo	Signature	Thumb Impression

Mr. Mohit P Ashtekar

Photo	Signature	Thumb Impression

Mr. Vijay Agarwal (Mr. Vijay Kumar Goyal)

Photo	Signature	Thumb Impression

.....**PARTY OF THE FOURTH PART.**

AND

M/S. SHRINIVAS DEVELOPERS

Through its Partner

1)MR. SHAMKANT JAGANNATH WANI (SHENDE)

AND/OR

2) MR. KAILASH BABULAL WANI

Photo	Signature	Thumb Impression

.....**PARTY OF THE FIFTH PART.**

In the presence of:

1.	Signature	:	_____
	Name	:	_____
	Address	:	_____
2.	Signature	:	_____
	Name	:	_____
	Address	:	_____

ANNEXURE - A

(Title Opinion)

ANNEXURE - B

(Copy of the Property Card or extracts of village Form No.VII/XII)

Annexure C1

Entire Layout Park Express Phase I & II referred hereinabove

Annexure C2

Phase wise Layout,

Annexure C2A

Building plan

Annexure C3

Floor plan along with demarcated unit

ANNEXURE –D

- Cengres / Zealtop / Nitco Make 800 mm x 800 mm Vitrified Tiles.
- Nitco / Kajaria make tiles in all Toilets
- Nitco / Kajaria Make Antiskid Tiles in terrace & Dry Balcony.
- MDF Kitchen cabinet below (780-840 mm Height) and above(590-640mm Height) kitchen platform with Ebco / Hettich / Hafele make Hardware.
- Jyoti / Elica / Hafele / Faber Make Hob &chimney in Kitchen.
- Alfa / Eureka Forbes make UV Water purifier in kitchen
- Indo Asian/ Schneider / Legrand makeElectrical Switches in all rooms
- Electrical Provision for Air conditioner in all bed rooms.
- Electrical Provision for Inverter.
- Surya / Polycab / Bajaj make ceiling fans in all rooms.
- Bajaj / Hybec / Jaquar light fittings in all rooms.
- Hindware / Toto/ Kohler make sanitary ware in all Toilets.
- Jaquar/Schell /Lira make bathroom fitting in all toilets.
- Surya / Jaquar / Bajaj make Water heater in toilets.
- Glass partition in shower area.
- 2' x 2'calcium silicate grid False ceiling in all Toilets.
- Prince / Astral / Geberit make Drainage plumbing System.
- Main & Bedroom Door shutters with veneerandpolish.
- Toilet door shutter with one side veneer and one side laminate.
- Dorset / Hafele/ Hettich make door Fittings
- Aluminum Powder Coated / Anodized Window with mosquito net in all rooms Excluding Toilets.
- Aluminum Window with exhaust fan in all toilets.
- New world / Asian / Dulux make emulsion paint for internal walls.
- New world / Asian / Dulux make Premium acrylic paint for External walls.

ANNEXURE - E

COMMON AREAS AND FACILITIES

(a) COMMON AREAS

1. The land under the buildings
2. The footings, RCC structures and main walls of the buildings
3. staircase columns and lift as with lift room in the building/s
4. common sulage/drainage, water, electrical lines, power backup
5. common ground water storage tank and overhead tank
6. Electrical meters, wiring connected to common lights, lifts, pumps.
7. Top terrace.

(b) LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units.
2. The parking areas under stilts/ marginal open spaces/ podium/ basements and portions thereof may be allotted for exclusive use of the specific flat by the Promoter as per his discretion or retained by him
3. Other exclusive and limited common area and facilities as mentioned in the agreement.
4. All areas which are not covered under aforesaid head common areas and facilities are restricted areas and facilities.
5. land around building and open areas.

ANNEXURE – F

RERA registration certificate