



AGREEMENT TO SALE

THIS AGREEMENT TO SALE is made and executed at Pune, on this day of December in the year 2017.

BETWEEN

M/S. G. P. ENTERPRISES,
An Association of Persons
Having office at: - Survey No. 87/3, Kashid Park,
Pimple Gurav, Tal. Haveli, Dist. Pune – 411061.
PAN No. AACAG5038P

Through its Members

1. MR. VINAYAK KISHOR GARVE
Age: 34 years, Occupation: Business,

2. MR. ARUN SHRIPATI PAWAR
Age: 47 years, Occupation: Business,

Hereinafter referred to as
THE PROMOTERS/DEVELOPERS

(Which expression unless repugnant to the context or meaning thereof shall mean and include the said AoP, its members for the time being constituting the AoP their respective executors, administrators, successors, assigns, etc.).

...THE PARTY OF THE FIRST PART

AND

1. MR.

Age: years, Occupation:,
PAN:-

2. MRS.

Age: years, Occupation:,
PAN:-

Both Residing at:,
.....,
.....

Hereinafter referred to as the '**PURCHASERS/ALLOTTEES**'

(Which expression unless repugnant to the context or meaning thereof shall mean and include themselves heirs, executors, administrators and assigns).

...THE PARTY OF THE SECOND PART

AND

MR. VINAYAK KISHOR GARVE

Age: 34 years, Occupation: Business,

Residing at: Plot No. 61 and 62, front of M. K. Hotel,
Navi Sangavi, Pune - 411027.

Hereinafter referred to as the '**CONSENTING PARTY NO. 1**'

(Which expression unless repugnant to the context or meaning thereof shall mean and include themselves heirs, executors, administrators and assigns).

...THE PARTY OF THE THIRD PART

AND

1. MR. DAMODAR SADHU KASHID

Age: 67 years, Occupation: Agriculturist,

2. MR. MADHUKAR SADHU KASHID

Age: 65 years, Occupation: Agriculturist,

LATE .PRABHAKAR SADHU KASHID

Through its Legal heirs

3. SMT. SUBHADRA PRABHAKAR KASHID

Age: 69 years, Occupation: Housewife,

4. MR. RAJNIKANT PRABHAKAR KASHID

Age: 46 years, Occupation: Agriculturist,

5. MR. SUDHIR PRABHAKAR KASHID

Age: 42 years, Occupation: Agriculturist,

6. MR. SAGAR PRABHAKAR KASHID

Age: 40 years, Occupation: Agriculturist,

No. 1 to 6 R/at: Kashid Nagar,

Pimple Gurav, Pune - 411061.

7. MRS. SADHANA RAJENDRA KALAPURE

Age: 50 years, Occupation: Housewife,

R/at: Shitole Nagar, Old Sangavi, Pune - 411027.

8. MRS. PRAMILA RAMDAS SHINDE

Age: 51 years, Occupation: Housewife,

R/at: Survey No. 2, Mahavir Nagar,

Wadgaon Sheri, Pune - 411014.

9. MRS. VAISHALI ARUN BARNE

Age: 39 years, Occupation: Housewife,

R/at: Jagtap Patil Complex, Shivaji Chowk,

Pimple Gurva, Pune - 411061.

LATE. SHANTARAM NATHU KASHID

Through its Legal heirs

10. SMT. VANITA SHANTARAM KASHID

Age: 42 years, Occupation: Housewife,

11. MR. SWAPNIL SHANTARAM KASHID

Age: 24 years, Occupation: Agriculturist,

No. 10 & 11 R/at: Kashid Nagar,

Pimple Gurav, Pune - 411061.

12. MR. SURESH SADHU KASHID

Age: 46 years, Occupation: Agriculturist,

R/at: Kashid Nagar, Pimple Gurav, Pune - 411061.

13. MR. NAVNATH BALU KASHID

Age: 34 years, Occupation: Agriculturist,

14. MR. VISHAL BALU KASHID

Age: 28 years, Occupation: Agriculturist,

No. 13 & 14 R/at: Kashid Park,

Pimple Gurav, Pune - 411061.

15. MR. SADASHIV BAPU KASHID

Age: 69 years, Occupation: Agriculturist,

16. MR. SANTOSH SADASHIV KASHID

Age: 31 years, Occupation: Agriculturist,

17. MR. BABASAHEB BAPU KASHID

Age: 29 years, Occupation: Agriculturist,

No. 15 to 17 R/at: Kashid Nagar,

Pimple Gurav, Pune - 411061.

Through their Developer and Power of Attorney
Holder and for themselves

**M/S. BALAJI CONSTRUCTION PROMOTER
AND DEVELOPERS,**

Through its Partners

A. MR. ARUN SHRIPATI PAWAR

Age: 47 years, Occupation: Business,

B. MR. BALAJI SHRIPATI PAWAR

Age: 42 years, Occupation: Business,

C. MRS. ASHA ARUN PAWAR

Age: 40 years, Occupation: Housewife/Business,

D. MRS. SUVARNA BALAJI PAWAR

Age: 36 years, Occupation: Housewife/Business,

No. A to D R/at: Survey No. 73, Balaji Krupa,
Bhagat Singh Chowk, Pimple Gurav, Pune - 411061.

No. A for himself and as power of Attorney
holder of No. B to D.

Hereinafter referred to as the '**CONSENTING PARTY NO. 2**'

(Which expression unless repugnant to the context or meaning thereof shall mean and include themselves heirs, executors, administrators and assigns).

...THE PARTY OF THE FOURTH PART

DESCRIPTION OF PROPERTY – (A)

All that piece and parcel of the property bearing Survey No. 87 Hissa No. 3, admeasuring area 00 H. 9.5 Aar i.e. 950 Sq. mtrs out of total area 00 H 78 Aar situated at Village Pimple Gurav, Tal. Haveli, Dist. Pune, within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub – Registrar, Haveli Pune and bounded as under :-

On or towards East	: Property of Mr. Pandhrinath Kashid & others admeasuring 9.5 Aar
On or towards South	: Survey No. 86/1
On or towards West	: Survey No. 87/2
On or towards North	: Property of Mr. Pandhrinath Kashid & others admeasuring 9.5 Aar.

WHEREAS the said property (A) was owned and possessed by 1. Mr. Popat Laxman Kashid 2. Mr. Balu Laxman Kashid 3. Mr. Uttam Laxman Kashid 4. Mr. Sudam Laxman Kashid, 5. Harnabai Gulab Kashid & 6. Kavita Sopan Jadhav. Accordingly their names were recorded in the record of 7/12 extract as owners of the said property.

AND WHEREAS 1. Harnabai Gulab Kashid & 2. Kavita Sopan Jadhav have executed and registered a Power of Attorney in favour of Mr. Ganesh Laxman Kashid which was registered in the office of the Sub - Registrar Haveli No. 5 Pune vide Sr. No. 7574/2007 on 11/09/2007.

AND WHEREAS 1. Harnabai Gulab Kashid & 2. Kavita Sopan Jadhav have released all their rights from the said property in favour of 1. Mr. Popat Laxman Kashid 2. Mr. Balu Laxman Kashid 3. Mr. Uttam Laxman Kashid & 4. Mr. Sudam Laxman Kashid by a registered Release Deed which was registered in the office of the Sub - Registrar Haveli No. 5 Pune vide Sr. No. 7575/2007 on 11/09/2007.

By virtue of the above Release Deed names of 1. Harnabai Gulab Kashid & 2. Kavita Sopan Jadhav were deleted from the record of 7/12 extract.

AND WHEREAS Mr. Popat Laxman Kashid & others have decided to develop the said property accordingly had granted development rights to Mr. Vasantao Sugdev Dandge by a registered Development Agreement coupled with Power of Attorney which were registered in the office of the Sub - Registrar Haveli No. 5 Pune at Sr. No. 11186/2010 & 11187/2010 on 11/11/2010.

AND WHEREAS Mr. Vasantao Sugdev Dandge by virtue of Power of Attorney executed in his favour by the owners have sold the said property to Mr. Vinayak Kishor Garve by a registered Sale Deed which was registered in the office of the Sub - Registrar Haveli No. 5 Pune at Sr. No. 9210/2013 on 14/10/2013. As per the sale deed name of Mr. Vinayak Kishor Garve is recorded in record of 7/12 extract by Mutation Entry No. 18974.

AND WHEREAS Mr. Vinayak Kishor Garve had applied to revenue department for deleting the remark of subject to the provisions of Sec. 43 of BTAL Act recorded in the other rights column of 7/12 extract of said property. Accordingly Upper Tahsildar, Pimpri Chinchwad, Tal. Haveli, Dist Pune passed Order dt. 07/10/2015 in case bearing No. 43/SR/25/2015 for deleting the remark of Sec 43 of BTAL Act for the area admeasuring 00 H 9.5 R after taking due consideration of the circular dt. 16/07/2014 passed by the State of Maharashtra. After the said order the Mutation entry No. 18894 was certified by the Circle Officer and remark of subject Sec 43 of BTAL Act for the area admeasuring 00 H 9.5 R was deleted/reduced.

DESCRIPTION OF PROPERTY – (B)

All that piece and parcel of property bearing Survey No. 87, Hissa No. 3 admeasuring 00 H. 7.96 Aar i.e. 8568 Sq. ft. i.e. 796.28 Sq. mtrs, out of total area 00 H. 78 Aar, situated at Village PIMPLE GURAV, Tal. Haveli, Dist. Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub – Registrar, Haveli, Pune and the said property is bounded as under :-

On or towards East	:-	Property of Mr. Sadashiv Babu Kashid.
On or towards South	:-	Property of Mr. Popat Kashid.
On or towards West	:-	Survey No. 87/2.
On or towards North	:-	Common Colony Road.

That the property bearing Survey No. 87, Hissa No. 3 admeasuring area 00 H. 78 Aar was owned and possessed by 1. Mr. Anandrao Trimbakrao Shirole, 2. Mr. Trimbakrao Madhavrao Shirole, 3. Mr. Sultanji Madhavrao Shirole, 4. Mr. Jaysingrao Madhavrao Shirole, 5. Smt. Jayshri Jaysing Shirole having 8 Aane Share & 6. Mr. Ganesh Balaji Dhadphale having 8 Aane share each & their names were recorded in the record of 7/12 extract of said property.

Mutation entry No. 413 shows that after the death of Ganesh Balaji Dhadphale his name was deleted and name of his legal heir namely Mr. Narayan Ganesh Dhadphale was recorded in the record of 7/12 extract for 8 Aane share.

That Hari Soma Kashid & Raghu Soma Kashid were cultivating the said property of land owners namely 1. Mr. Anandrao Trimbakrao Shirole, 2. Mr. Trimbakrao Madhavrao Shirole, 3. Mr. Sultanji Madhavrao Shirole, 4. Mr. Jaysingrao Madhavrao Shirole, 5. Smt. Jayshri Jaysing Shirole & 6. Mr. Ganesh Balaji Dhadphale & so their names were recorded in the record of 7/12 extract vide mutation entry No. 521 as mirashi tenants thereof.

That Hari Soma Kashid expired in the year 1960 or their about. After the death of Hari Soma Kashid his name was deleted and names of his legal heirs namely 1. Mr. Pandharinath Hari Kashid, 2. Mr. Sukhadeo Hari Kashid, 3. Mr. Vitthal Hari Kashid, 4. Mr. Sakharam Hari Kashid, 5. Mr. Vinayak Hari Kashid, 6. Sou. Balubai Ramchandra Jawalkar, 7. Sou. Ulhasabai Dnyanoba

Hulawale & 8. Smt. Sonabai Hari Kashid were recorded in the record of 7/12 extract vide mutation entry No. 519.

That Raghu Soma Kashid expired in between the year 1942 to 1952 or their about. After the death of Raghu Soma Kashid his name was deleted and names of his legal heirs were recorded in the record of 7/12 extract vide mutation entry No. 12569.

That the Mutation Entry No. 12919 it shows that, an inquiry U/Sec 32G was conducted under BTAL Act by the revenue authorities and after being satisfied the revenue authorities granted 32M certificate in case bearing no. 32G/SR/2/2003 dated 22/12/2003. In favour of 1. Mr. Prabhakar Sadhu Kashid, 2. Mr. Damodar Sadhu Kashid, 3. Mr. Madhukar Sadhu Kashid, 4. Mr. Suresh Sadhu Kashid, 5. Mr. Shantaram Nathu Kashid, 6. Mr. Sadashiv Bapu Kashid & 7. Mr. Navanath Balu Kashid. The said 32M certificate was registered in the office Sub-Registrar Haveli No. 5 at serial No. 213/2004 on 07/01/2004 and accordingly names of 1. Mr. Prabhakar Sadhu Kashid, 2. Mr. Damodar Sadhu Kashid, 3. Mr. Madhukar Sadhu Kashid, 4. Mr. Suresh Sadhu Kashid, 5. Mr. Shantaram Nathu Kashid, 6. Mr. Sadashiv Bapu Kashid & 7. Mr. Navanath Balu Kashid were recorded in the record of 7/12 extract as owners thereof subject to the provisions of Sec 43 of BTAL Act.

That Land Owners namely 1. Mr. Damodar Sadhu Kashid, 2. Mr. Madhukar Sadhu Kashid, 3. Smt. Subhadra Prabhakar Kashid, 4. Mr. Rajanikant Prabhakar Kashid, 5. Mr. Sudhir Prabhakar Kashid, 6. Mr. Sagar Prabhakar Kashid, 7. Sau. Sadhana Rajendra Kalapure, 8. Smt. Pramila Ramdas Shinde, 9. Sau. Vaishali Arun Barne 10. Smt. Vanita Shantaram Kashid, 11. Mr. Swapnil Shantaram Kashid, 12. Mr. Suresh Sahadu kashid, 13. Mr. Navanath Balu Kashid, 14. Mr. Vishal Balu Kashid, herein have assigned Development Rights in respect of said Property by executing Development Agreement & Power of Attorney in favour of M/s Balaji Constructions Promoters & Developers, a Registered Partnership firm through its Partners namely 1. Mr. Arun Shripati Pawar, 2. Mr. Balaji Shripati Pawar, 3. Mrs. Asha Arun Pawar, & 4. Mrs. Suvarna Balaji Pawar which were duly registered in the Office of Sub Registrar Haveli No. 25 Pune, at serial No. 4108/2015 & 4109/2015 on 03/07/2015.

DESCRIPTION OF PROPERTY – (C)

All that piece and parcel of property bearing Survey No. 87, Hissa No. 3 admeasuring 00 H. 1.33 Aar i.e. 1432 Sq. ft. i.e. 133.08 Sq. mtrs area out of total area 00 H. 78 Aar, situated at Village PIMPLE GURAV, Tal. Haveli, Dist. Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub – Registrar, Haveli, Pune and the said property is bounded as under :-

On or towards East	:-	Property of Mr. Prakash Lokhande.
On or towards South	:-	Property of Mr. Popat Kashid.
On or towards West	:-	Property of M/s Balaji Constructions Promoters & Developers.
On or towards North	:-	Common Colony Road.

That the property bearing Survey No. 87, Hissa No. 3 admeasuring area 00 H. 78 Aar was owned and possessed by 1. Mr. Anandrao Trimbakrao Shirole, 2. Mr. Trimbakrao Madhavrao Shirole, 3. Mr. Sultanji Madhavrao Shirole, 4. Mr. Jaysingrao Madhavrao Shirole, 5. Smt. Jayshri Jaysing Shirole having 8 Aane Share & 6. Mr. Ganesh Balaji Dhadphale having 8 Aane share each & their names were recorded in the record of 7/12 extract of said property.

Mutation entry No. 413 shows that after the death of Ganesh Balaji Dhadphale his name was deleted and name of his legal heir namely Mr. Narayan Ganesh Dhadphale was recorded in the record of 7/12 extract for 8 Aane share.

That during their life time Late Hari Soma Kashid & Late Raghu Soma Kashid were cultivating the scheduled land Property & other Property of land owners namely Mr. Jayram Jayshingrao Shirole, Smt. Jayshri Jaysingrao Shirole & Mr. Narayanrao Ganesh Dhadphale & so that their names were recorded at 7/12 extract as the mirashi tenants thereof.

That Hari Soma Kashid expired in the year 1960 or their about. After the death of Hari Soma Kashid his name was deleted and names of his legal heirs namely 1. Mr. Pandharinath Hari Kashid, 2. Mr. Sukhadeo Hari Kashid, 3. Mr. Vitthal Hari Kashid, 4. Mr. Sakharam Hari Kashid, 5. Mr. Vinayak Hari Kashid, 6. Sou. Balubai Ramchandra Jawalkar, 7. Sou. Ulhasabai Dnyanoba Hulawale & 8. Smt. Sonabai Hari Kashid were recorded in the record of 7/12 extract vide mutation entry No. 519.

That Raghu Soma Kashid expired in between the year 1942 to 1952 or their about. After the death of Raghu Soma Kashid his name was deleted and names of his legal heirs were recorded in the record of 7/12 extract vide mutation entry No. 12569.

That after the death of Bapu Raghu Kashid the names of his legal heirs namely Suman Ramchandra Hulawale, Manda Rajendra Dharpale, Babi Balu Phadatare, Ranjana Dhasharath Jawalkar & Mangal Suresh Devkar were recorded at 7/12 extract as the owners thereof to the extent of his share.

That after the death of Balu Nathu Kashid the names of his legal heirs namely 1. Mr. Navanath Balu Kashid, 2. Mr. Vishal Balu Kashid, 3. Miss. Pravina Balu Kashid, 4. Smt. Kamal Balu Kashid & 5. Smt. Indubai Nathu Kashid were recorded at 7/12 extract as the owners thereof to the extent of his share.

That after the death of Shantaram Nathu Kashid the names of his legal heirs namely 1. Smt. Vanita Shantaram Kashid, 2. Mr. Swapnil Shantaram Kashid were recorded at 7/12 extract as the owners thereof to the extent of his share.

That after the death of Prabhakar Sadhu Kashid the names of his legal heirs namely 1. Smt. Subhadra Prabhakar Kashid, 2. Mr. Rajanikant Prabhakar Kashid, 3. Mr. Sudhir Prabhakar Kashid, 4. Mr. Sagar Prabhakar Kashid, 5. Sau. Sadhana Rajendra Kalapure, 6. Smt. Pramila Ramdas Shinde, 7. Sau. Vaishali Arun Barne were recorded at 7/12 extract as the owners thereof to the extent of his share.

That owners namely 1. Mr. Damodar Sahadu Kashid, 2. Mr. Madhukar Sahadu Kashid, 3. Smt. Subhadra Prabhakar Kashid, 4. Mr. Rajanikant Prabhakar Kashid, 5. Mr. Sudhir Prabhaka Kashid, 6. Mr. Sagar Prabhakar Kashid, 7. Sau. Sadhana Rajendra Kalapure, 8. Smt. Pramila Ramdas Shinde, 9. Sau. Vaishali Arun Barne, 10. Smt. Vanita Shantaram Kashid, 11. Mr. Swapnil Shantaram Kashid, 12. Mr. Suresh Sahadu Kashid, 13. Mr. Navanath Balu Kashid & 14. Mr. Vishal Balu Kashid have assigned Development Rights in respect of the said property by executing Development Agreement & Power of Attorney in favour of M/s Balaji Constructions Promoters & Developers, A Registered Partnership through its Partners namely 1. Mr. Arun Shripati Pawar, 2. Mr. Balaji Shripati Pawar, 3. Mrs. Asha Arun Pawar & 4. Mrs. Suvarna Balaji Pawar which were duly registered in the Office of the Sub

Registrar Haveli No. 25 at serial No. 4108/2015 & 4109/2015 on 03/07/2015.

That the remaining land owners namely Mr. Sadashiv Bapu Kashid along with his two children's namely Mr. Santosh Sadashiv Kashid & Mr. Babasaheb Sadashiv Kashid have also assigned Development Rights in respect of said property by executing Development Agreement and Power of Attorney in favour of M/s Balaji Constructions Promoters & Developers A Registered Partnership through its Partners namely 1. Mr. Arun Shripati Pawar, 2. Mr. Balaji Shripati Pawar, 3. Mrs. Asha Arun Pawar & 4. Mrs. Suvarna Balaji Pawar, which were duly registered in the office of Sub Registrar Haveli No. 25 at serial No. 4914/2015 & 4915/2015 on 05/08/2015.

And Whereas Mr. Vinayak Kishor Garve and M/s. Balaji Construction Promoters and Developers through its partners 1. Mr. Arun Shripati Pawar 2. Mr. Balaji Shripati Pawar 3. Mrs. Asha Arun Pawar & 4. Mrs. Suvarna Balaji Pawar have entered into Agreement of Association of Persons on 02/09/2015 in respect of properties described in para (A), (B) & (C) jointly by forming Association of Person.

AND WHEREAS M/s. G.P. Enterprises through its members Mr. Vinayak Kishor Garve & Mr. Arun Shripati Pawar got building Plan approval from PCMC vide Commencement Certificate No. BP/Pimple Gurav/07/2016 dated 11/02/2016.

AND WHEREAS M/s. G.P. Enterprises through its members Mr. Vinayak Kishor Garve & Mr. Arun Shripati Pawar have obtained permission from the Collector, Revenue Branch to use the land for Residential purpose vide Order/Sanad No. PCMC/ विनिश्चिती/एसआर/26/2016 dated 07/05/2016 as per the provisions of Section 42A of Maharashtra Land Revenue Code, 1966.

That Mr. Pandharinath Haribhau Kashid had filed Appeal before Additional Divisional Commissioner, Pune bearing No. Appeal/Jamin/Pune/55/2016 for cancellation of NA order dt. 07/05/2016 which Appeal was subsequently rejected by the Additional Divisional Commissioner, Pune by its order dt. 01/08/2017.

AND WHEREAS M/s. G.P. Enterprises through its members Mr. Vinayak Kishor Garve & Mr. Arun Shripati Pawar got revised building Plan approval from PCMC vide Commencement Certificate No. BP/ Pimple Gurav/71/2017 dated 20/12/2017.

That Mr. Atul Dilip Kashid had filed online application on Aaple Sarkar Portal relating to cancelation of Mutation entries mentioned in the application. The said application filed by Mr. Atul Dilip Kashid was rejected by Upper Tahasildar, Haveli Pune vide order dt. 31/10/2017.

The Promoter herein has appointed **Kiran Dixit** as their Architect and **M/s. 3D Prime Associates** as their R.C.C. Consultants and has accepted the professional supervision of Architects and the Structural Consultant till the completion of the buildings but the Promoter herein has reserved the right to change such Architects and Structural Consultant before the completion of the buildings if promoters so decide.

The copy of the certificate of title issued by the **Advocate Madanlal P. Chajjed** who is the legal advisor of the Promoter, copies of property card or extract of Village Forms VII and XII showing the nature of the title of the Promoter to the said land on which the flat are constructed or are to be constructed and the copies of the plans and specifications of the Flat agreed to be purchased by the Flat Purchaser approved by the concerned local authority.

B. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed;

C. The Promoter agrees and undertakes that they shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

D. The Promoter has applied for registration of the Project under the provisions of the Act with the Real Estate Regulatory Authority.

E. The Allottees have applied for an Apartment in the Project and has been allotted **Flat/Apartment No.**, admeasuring carpet **area** about **Sq. Mtrs.**, area of **enclosed Balcony** admeasuring **Sq. Mtrs.**, **Terrace** adjoining admeasuring area **Sq. Mtrs.** (subject to fluctuation of not more than 3%) **BHK Flat/Apartment** situated on **Floor**, in **Wing No.**, along with allotted **One Covered Car Parking Space** in the

project called as “**RATNADEEP WING A/B**” as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B); The Promoter shall provide the amenities as specified in the schedule written hereinunder.

F. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

G. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

H. 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;

I. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottees hereby agree to purchase the [Flat/ Apartment] as specified in para E;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottees and the Allottees hereby agree to purchase, the [Flat/ Apartment] as specified in para E;

1.2 The Total Price for the [Flat/ Apartment] based on the carpet area is **Rs./- (Rupee Only)**

Building/Wing No. -
 Flat/ Apartment -
 Type **BHK**
 Floor –

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottees to the Promoter towards the [Flat/ Apartment];

(ii) The Total Price above Excludes Taxes, (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/ Flat]:

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottees to the promoter shall be increased/ reduced based on such change/ modification;

(iii) The Promoter shall periodically intimate to the Allottees, the amount payable as stated in (i) above and the Allottees shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottees 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;

(iv) The Total Price of [Flat/ Apartment] includes: 1) pro rata share in the Common Areas; and 2) **One Covered Car Parking** as provided in the Agreement.

1.3 The Total Price is escalation-free, save and except increases which the Allottees hereby agree to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottees for increase in development charges, cost/ charges imposed by the Competent Authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottees by discounting such early payments @ 10 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to Allottees by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottees. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottees, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottees 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. 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 Allottees 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 Allottees. If there is any increase in the carpet area allotted to Allottees, the Promoter shall demand that from the Allottees as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottees shall have the right to the [Flat/ Apartment] as mentioned below:

(i) The Allottees shall have exclusive ownership of the [Flat/ Apartment];

(ii) The Allottees shall also have undivided proportionate share in the Common Areas. Since the share/ interest of Allottees in the Common Areas is undivided and cannot be divided or separated, the Allottees shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or

hindrance to them. Further, the right of the Allottees to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Allottees as provided in the Act;

(iii) That the computation of the price of the [Flat/ Apartment] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the Promoter and the Allottees agree that the [Flat/ Apartment] along with **One Covered Car Parking shall** be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/ or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottees. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 It is understood by the Allottees that all other areas and i.e. areas and facilities falling outside the Project, namely "**RATNADEEP WING A/B**" declaration to be filed with Real Estate Regulatory Authority shall not form a part of the to be filed in accordance with The Maharashtra Real Estate (Regulation & Development) Act, 2016.

1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it have collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal

proceedings which may be taken thereof by such authority or person.

1.12 The Allottees have paid a sum of **Rs./- (Rupees Only)** as booking amount being part payment towards the Total Price of the [Flat/ Apartment] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottees hereby agrees to pay the remaining price of the [Flat/ Apartment] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottees delay in payment towards any amount for which is payable, they shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottees shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/ demand draft or online payment (as applicable) in favour of 'M/S. G. P. ENTERPRISES' payable at Pune.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee/s, if residing 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 fulfill 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/s understand/s and agree/s that in the event of any failure on his/ her/ thier part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action

under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in this regard. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s 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/s and such third party shall not have any right in the application/ allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the [Flat/ Apartment] to the Allottee/s and the common areas to the association of the Allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee/s has/have seen the specifications of the [Flat/ Apartment] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in

this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the The Maharashtra Real Estate (Regulation & Development) Act, 2016 and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE FLAT/ APARTMENT

7.1 Schedule for possession of the said [Flat/ Apartment]: The Promoter agrees and understands that timely delivery of possession of the [Flat/ Apartment] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Flat/ Apartment] on **or before December 2019**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/s agree/s that the Promoter shall be entitled to the extension of time for delivery of possession of the [Flat/ Apartment], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agree/s and confirm/s 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 to the Allottee/s the entire amount received by the Promoter from the allotment within 45 days from that date with interest . After refund of the money paid by the Allottee/s, Allottee/s agree/s that they 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.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Flat/ Apartment], to the Allottee/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Flat/ Apartment] to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree/s to pay the

maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 15 days of receiving the occupancy certificate* of the Project.

7.3 Failure of Allottee/s to take Possession of [Flat/ Apartment]: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee/s shall take possession of the [Flat/ Apartment] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Flat/ Apartment] to the Allottee/s. In case the Allottee/s fail/s to take possession within the time provided in clause 7.2, such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee/s - After obtaining the occupancy certificate* and handing over physical possession of the [Flat/ Apartment] to the Allottee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the Competent Authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottee/s – The Allottee/s shall has/have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee/s propose/s to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit Rs. 50,000/- from the booking amount paid for the allotment. The balance amount of money paid by the Allottee/s shall be returned by the promoter to the Allottee/s within 45 days of such cancellation.

7.6 Compensation –

The Promoter shall compensate the Allottee/s in case of any loss caused to him/her/them due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Flat/Apartment] (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/s, in case the Allottee/s wish/es 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], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee/s do/does not intend to withdraw from the Project, the Promoter shall pay the Allottee/s interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Flat/Apartment].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Flat/Apartment];
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Flat/Apartment] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Flat/Apartment] and common areas;
- (v) 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 Allottees created herein, may prejudicially be affected;
- (vi) 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 said Land, including the Project and the said [Flat/Apartment] which will, in any manner, affect the rights of Allottees under this Agreement;

(vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Flat/Apartment] to the Allottees in the manner contemplated in this Agreement;

(viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Flat/Apartment] to the Allottee/s and the common areas to the Association of the Allottees;

(ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

8.2 The Flat/Apartment Allottee/s himself/ herself/ themselves with intention to bring all persons into whosoever hands the said Flat/ Apartment may come, doth hereby covenant with the Promoter as follows for the said Flat/ Apartment and also for the building in which the said Flat/Apartment is situated –

(a) To maintain the said Flat/Apartment/ Apartment at Flat/Apartment/ Apartment Allottee's own cost in good tenantable repair and condition from the date of completion certificate and shall not do or cause to be done anything in or to the said Flat/Apartment or the building in which the said Flat/Apartment is situated, staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the said Flat/Apartment and/or the building in which the said Flat/Apartment is situated and the said Flat/Apartment itself or any part thereof.

(b) Not to store in/outside the said Flat/ Apartment/ Apartment/ building/ surrounding area any goods which are of hazardous, combustible or dangerous nature or are too heavy as to cause

damage to the construction or structure of the building or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors, which may damage or are likely to damage the staircases, common passages or any other structure of the building including entrances of the building and in case any damage is caused to the building in which the said Flat/ Apartment is situated or to the said Flat/Apartment or any fatality on account of negligence or default of the Flat/ Apartment Allottee/s in this behalf, the Flat/ Apartment Allottee/s shall be liable for all the consequences of the breach.

(c) To carry out at his own cost all internal repairs to the said Flat/ Apartment and maintain the said Flat/ Apartment/ Apartment in the same condition, state and order in which it was delivered by the Promoter, Provided that for the defect liability period such repairs shall be carried out by the Flat/ Apartment Allottee/s with the written consent and the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat/ Apartment Allottee/s committing any act in contravention of the above provisions, the Flat/ Apartment Allottee/s shall be responsible and liable for the consequences thereof to the concerned authority and/ or other public authority.

(d) Not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature in or to the said Flat/ Apartment or any part thereof, or in or to the building in which said Flat/ Apartment is situated and not to make any alteration in the elevation and outside colour scheme of the building and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, pardis or other structural members in the said Flat/ Apartment/ Apartment without the prior written permission of the Promoter and/or the Association of Apartment Owners as the case may be. After possession of the said Flat/Apartment/ Apartment/unit the Allottees/ Association has/ have agreed to carry out regular and periodical inspection of the structure, beams, columns, projections, drainage lines, water lines, electrical lines, lift, power back up, pumps etc. and to carry out necessary repairs as and when required.

(e) Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said land and the building or

any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Apartment in the compound or any portion of the said land and the building.

(g) Pay to the Promoter within seven days on demand from the Promoter, his share of security deposit demanded by the concerned local authority or the Government for giving water, electricity or any other service connection to the building in which the said Flat/Apartment is situated.

(h) To bear and pay the local taxes, NA taxes, water charges, insurance and such other levies, if any, from the date of completion certificate in respect of the said Flat/Apartment and also any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of permitted change of user of the said Flat/Apartment by the Flat /Apartment Allottee/s.

(i) The Flat/Apartment Allottee/s shall let, sub-let, give on leave and license basis, transfer, assign or part with Flat/Apartment Allottee/s interest or benefit factor of this agreement or part with the possession of the said Flat/Apartment until all the dues payable by the Flat/Apartment Allottee/s to the Promoter under this agreement are fully paid up and only if the Flat/Apartment Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Flat/Apartment Allottee/s has/have intimated in writing to the Promoter and obtained written consent thereof.

(j) The Flat/Apartment Allottee/s shall observe and perform all the rules and regulations which the Association of Apartment Owners 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 therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of the Government and other public bodies. The Flat/Apartment Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment Owners regarding the occupation and use of the Flat/Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other

outgoings in accordance with the terms and conditions of this agreement.

(k) Till a conveyance of the building in which the said Flat/Apartment is situated is executed, the Flat/Apartment Allottee/s 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 Flat/Apartment and the said land and building/s or any part thereof to view and examine the state and conditions thereof.

(l) Not to obstruct the development work for any reason and in any way.

(m) The Allottee/s shall keep the facade and outer surfaces of the building in the same condition and maintain the same to the extent of his/her/their unit. Allottee/s shall not do or cause to be done or abstain from doing any act which will affect the beauty, grandeur and peace of the building. The Allottee/s shall not cause any nuisance to other Allottee/s and occupiers and Promoter in any manner whatever.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

(i) Promoter fails to provide ready to move in possession of the [Flat/Apartment] to the Allottee/s within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee/s is/are entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee/s stop making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee/s be required to make the next payment without any penal interest; or

(ii) The Allottee/s shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee/s under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where Allottee/s do/does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Flat/Apartment].

9.3 The Allottee/s shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee/s fail/s to make payments for Consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee/s shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee/s under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Flat/Apartment] in favour of the Allottee/s and refund the amount money paid to him by the Allottee/s by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Flat/Apartment] under the Agreement from the Allottee/s, shall execute a conveyance deed and convey the title of the [Flat/Apartment] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee/s fail/s 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/s authorize/s the Promoter to withhold registration of the conveyance deed in their favour till full and final settlement of all dues and stamp duty and registration

charges to the Promoter is made by the Allottee/s. The Allottee/s shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the Competent Authority (ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees.

The Allottees purchasing flat shall pay to the Promoter, an amount of Rs. 2/- per square feet in advance towards temporary maintenance charges, prior to grant of possession of the said flat by the Promoter to the Allottees. The said advance shall be utilized only for the common maintenance of the building/s, common security, common electricity, maintenance of lift, cleaning and other common areas and amenities for initial period of 24 months from the date of obtaining Completion Certificate or handing over possession of the 1st unit in the project, whichever is earlier.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee/s from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee/s hereby agree/s to purchase the [Flat/Apartment] on the specific understanding that their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee/s of all his/her/their obligations in respect of the terms and

conditions specified by the maintenance agency or the Association of Allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, and parking spaces for providing necessary maintenance services and the Allottee/s agree/s to permit the Association of Allottees and/or maintenance agency to enter into the [Flat/Apartment] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, a located within the “**RATNADEEP WING A/B**” the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment’s etc. and other permitted uses as per sanctioned plans. The Allottee/s shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottees formed by the Allottee/s for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee/s shall, after taking possession, be solely responsible to maintain the [Flat/Apartment] at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Flat/Apartment], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Flat/Apartment] and keep the [Flat/Apartment], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee/s further undertake/s, assure/s and guarantee/s that they would not put any sign-board / name-plate, neon light, publicity material or advertisement material

etc. On the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/s shall not store any hazardous or combustible goods in the [Flat/Apartment] or place any heavy material in the common passages or staircase of the Building. The Allottee/s shall also not remove any wall, including the outer and load bearing wall of the [Flat/Apartment]. The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and/or maintenance agency appointed by association of allottees. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE/S

The Allottee/s is/are entering into this Agreement for the allotment of a [Flat/Apartment] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee/s hereby undertake/s that they shall comply with and carry out, from time to time after they have taken over for occupation and use the said [Flat/Apartment], all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the [Flat/Apartment]/ at his/her/their own cost.

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that he has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the Competent Authority (ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Flat/Apartment/Building] 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/s who has/have taken or agreed to take such [Flat/Apartment/Building].

20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)

The Promoter has assured the Allottee/s that the project in its entirety is in accordance with the provisions of the The Maharashtra Real Estate (Regulation & Development) Act, 2016. The Promoter showing compliance of various laws/ regulations as applicable in Maharashtra.

21. BINDING EFFECT

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

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, 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/building, as the case may be.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S

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

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 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/s 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/s that exercise of discretion by the Promoter in the case of one Allottee/s shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee/s.

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

26. 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.

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

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in

Project, the same shall be the proportion which the carpet area of the [Flat/Apartment] bears to the total carpet area of all the [Apartments/Plots] in the Project.

28. 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.

29. 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/s, in Pune after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar Haveli, Pune. Hence this Agreement shall be deemed to have been executed at Pune.

30. NOTICES

That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post at their respective addresses specified below:

- 1. MR.....
- 2. MRS.

Both Residing at:
.....
.....

(Name & Address of Allottee/s)

M/S. G. P. ENTERPRISES,
An Association of Persons
Having office at: - Survey No. 87/3, Kashid Park,

Pimple Gurav, Tal. Haveli, Dist. Pune – 411061.

Through its Members

1. MR. VINAYAK KISHOR GARVE

2. MR. ARUN SHRIPATI PAWAR

(Name & Address of Promoters)

It shall be the duty of the Allottee/s 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/s, as the case may be.

31. JOINT ALLOTTEE/S

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

SCHEDULE - A
DESCRIPTION OF PROPERTY – (A)

All that piece and parcel of the land bearing property Survey No. 87 Hissa No. 3, admeasuring area 00 H. 9.5 Aar i.e. 950 Sq. mtrs out of total area 00 H 78 Aar situated at Village Pimple Gurav, Tal. Haveli, Dist. Pune, within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub – Registrar, Haveli Pune and bounded as under :-

On or towards East	: Property of Mr. Pandhrinath Kashid & other admeasuring 9.5 Aar
On or towards South	: S. No. 86/1
On or towards West	: S. No. 87/2
On or towards North	: Property of Mr. Pandhrinath Kashid & other admeasuring 9.5 Aar

DESCRIPTION OF PROPERTY – (B)

All that piece and parcel of property bearing Survey No. 87, Hissa No. 3 admeasuring 00 H. 7.96 Aar i.e. 8568 Sq. ft. i.e. 796.28 Sq. mtrs, out of total area 00 H. 78 Aar, situated at Village PIMPLE GURAV, Tal. Haveli, Dist. Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub – Registrar, Haveli, Pune and the said property is bounded as under :-

On or towards East	:-	Property of Mr. Sadashiv Bapu Kashid.
On or towards South	:-	Property of Mr. Popat Kashid.
On or towards West	:-	Survey No. 87/2.
On or towards North	:-	Common Colony Road.

DESCRIPTION OF PROPERTY – (C)

All that piece and parcel of property bearing Survey No. 87, Hissa No. 3 admeasuring 00 H. 1.33 Aar i.e. 1432 Sq. ft. i.e. 133.08 Sq. mtrs area out of total area 00 H. 78 Aar, situated at Village PIMPLE GURAV, Tal. Haveli, Dist. Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the

jurisdiction of Sub – Registrar, Haveli, Pune and the said property is bounded as under :-

On or towards East	:-	Property of Mr. Prakash Lokhande.
On or towards South	:-	Property of Mr. Popat Kashid.
On or towards West	:-	Property of M/s Balaji Constructions Promoters & Developers.
On or towards North	:-	Common Colony Road.

SECOND SCHEDULE
(FLAT/APARTMENT)

Flat/Apartment No., admeasuring carpet area about Sq. Mtrs., area of enclosed Balcony admeasuring Sq. Mtrs., Terrace adjoining admeasuring area Sq. Mtrs. (subject to fluctuation of not more than 3%) BHK Flat/Apartment situated on Floor, in Wing No., along with allotted One Covered Car Parking Space in the project called as “RATNADEEP WING A/B” being constructed upon the plot described in First Schedule above. The said Flat/Apartment/Apartment is more particularly shown in the plan hereto annexed in Red colour boundary line. The areas mentioned above are approximate.

WITNESS WHEREOF the parties hereto have put their respective hands to this Agreement to Sale on the day and date first mentioned hereinabove.

**SIGNED AND DELIVERED
BY THE WITHIN NAMED**

1. MR. VINAYAK KISHOR GARVE

2. MR. ARUN SHRIPATI PAWAR
M/s. G.P. ENTERPRISES
Through its members
Developer/Promoters Herein
PARTY OF THE FIRST PART

MR. VINAYAK KISHOR GARVE
CONSENTING PARTY NO. 1

**M/S. BALAJI CONSTRUCTION
PROMOTER AND DEVELOPERS,**
Through its Partners
A. MR. ARUN SHRIPATI PAWAR
(For himself and on behalf of
other partners &, for Owners)
CONSENTING PARTY NO. 2

**SIGNED AND DELIVERED BY THE
WITHIN NAMED AS PURCHASERS**

1. MR.

2. MRS.
Purchasers/Allottees
PARTY OF THE SECOND PART

In presence of:-

- 1)

Signature :
Name :
Address :
- 2)

Signature :
Name :
Address :

**Schedule – B
Plan**

Schedule – C

The Allottees have paid on or before execution of this Agreement a sum of **Rs./- (Rupees Only)** as advance payment as under:-

Rs. /-	Paid by Cheque bearing No. drown on Bank , Branch, Dated /12/2017 .
Rs. /-	Paid by Cheque bearing No. drown on Bank , Branch, Dated /12/2017 .
Rs. /-	Paid by Cheque bearing No. drown on Bank , Branch, Dated /12/2017 .
Rs. /-	Paid by Cheque bearing No. drown on Bank , Branch, Dated /12/2017 .

and hereby agrees to pay to the Promoter the balance amount of **Rs./- (Rupees Only)** shall be paid by the Purchasers/Allottee/s to the Promoter as follows :-

PAYMENT SCHEDULE	
On Booking	10%
On Completion Of Plinth Work	12%
First Slab	12%
Third Slab	12%
Fifth Slab	12%
Wall Brickwork, Internal Plaster, Flooring	12%
Sanitary Fitting, Staircase, Lift Well, Lobbies	10%
External Plaster, Plumbing & Elevation	5%
Electrical Fitting, Entrance Lobby	5%
Lift, Water Pump	5%
Possession	5%
Total	100%

SCHEDULE – III**SPECIFICATIONS****Structural:**

- Earthquake resistant R.C.C. Structure.
- POP finish for walls in entire flat.
- Supreme quality internal wall finish with OBD paint.

Flooring:

- Vitrified flooring 600 X 600 mm.
- Anti Skid Tiles Toilet & Terraces.

Doors/Windows:

- Sliding Doors to Terrace.
- Powder coated aluminium sliding windows with mosquito mesh.
- M.S. Grill to windows.

Electrification:

- Multi DTH provision.
- Concealed copper wiring circuit breakers.
- Adequate Electrical Points along with premium modular switches.
- Cable, Telephone points in Living and bedroom.
- Broadband connection provision in bedroom.
- Split AC provision in bedroom.
- Inverter provision to each flat.

Kitchen:

- Granite Kitchen platform with Stainless Steel sink.
- Designer tiles above kitchen platform up to lintel level.
- Water Purifier provision.
- Exhaust fan provision.

AMENITIES

- Ample car parking
- Power Back up for for lift and common area
- Fire Fighting system
- Concrete/paved internal roads
- Intercom provision for each Flat

ALLOTMENT LETTER

Date: _____

To,

1) _____

Residing at; _____ ,

2) _____

Residing at; _____ ,

Subject : Allotment of apartment

Reference : Your application dated _____, for
allotment of apartment.

Sir/Madam,

You have submitted your above referred application (said “APPLICATION”) to us for allotment of an apartment as detailed below (said “APPARTMENT”)

Particulars	Details
Apartment No	_____
Area	_____ Sq.Mtrs. (carpet)
Balcony (if any)	_____ Sq.Mtrs.
Terrace (if any)	_____ Sq.Mtrs.
Parking space/s(if any)	_____ Sq.Mtrs.
Name of the project	Ratnadeep Wing A/B
Address of the project	Survey No 87 Hissa No. 3, Kashid Park, Pimple Gurav, 411061.

After receiving the said Application we have given you disclosures of various documents / information in respect of the land on which the abovesaid project being/ is developed and in respect of the said Apartment, as envisaged under The Real Estate (Regulation and Development) Act, 2016.

Further, we have handed over to you Xerox copies these documents and information. By this Allotment Letter you are hereby allotted the said Apartment subject to the terms and conditions mentioned herein below:

- (1) The cost details in respect of the said Apartment shall be as tabulated hereunder:

Sr.No	Details	Amount in rupees
1)	Price consideration of the said Apartment including parking space and proportionate price of the common area and facilities appurtenant to the said Apartment	Rs. _____/-
2)	Stamp duty (including LBT, if applicable) in respect of the abovesaid price consideration	Rs. _____/-
3)	Registration fee	Rs. _____/-
4)	Applicable Service Tax/GST	Rs. _____/-
5)	Other Applicable Tax/VAT/GST	Rs. _____/-
6)	Applicable TDS	Rs. _____/-

7)	One time maintenance cost for first 6 months / one time maintenance cost for life time as the case may be.	Rs. _____/-
	Total	Rs. _____/-

We have received from you an amount of Rs. _____/- (Rupees_____only) by a cheques dated_____, for Rs. _____, bearing No. _____, drawn on _____Bank, branch _____, towards advance payment (said “ADVANCE PAYMENT”) and we have issued you a receipt in that regard.

- (2) The balance amount shall be paid by you to us as per payment schedule that will be mentioned in the agreement for sale in respect of the said Apartment (said “AGREEMENT”).

OTHER TERMS AND CONDITIONS OF ALLOTMENT
OF THE SAID APARTMENT

1. The amount of stamp duty, registration fees, Service Tax, GST, TDS and VAT are subject to change depending on government policy. You shall pay the amount towards stamp duty, registration fee, VAT prior to registration of the said Agreement as and when demanded by us. You shall pay the applicable service Tax/GST on each of the installment payable to us; and shall pay TDS if applicable of your own and give us certificate in that regard.
2. We have handed over to you a copy of “User Manual” in respect of use inter alia of the said Apartment, fixtures and fitting of the said Apartment and common facilities and amenities or common area of the abovesaid Project ;and you shall be following instruction of the said User Manual Strictly.

3. You shall approach us on the mutually fixed date to execute the said Agreement. Thereafter, within a period of 30 (thirty) days you shall make yourself available for registration of the said Agreement as and when intimated by us. In case you fail to execute and register the said Agreement within a period of 30 (thirty) days from the date of execution of the said Agreement, we shall be entitled to cancel allotment of the said Apartment to you by cancelling this Allotment Letter by giving written notice of 15 (fifteen) days.
4. If you intend to cancel allotment of the said Apartment to you, you shall submit to us "Application for Cancellation of Allotment" in our prescribed format along with original copies of receipt/s issued by us. In case the original receipts have been lost by you, you shall submit to us a duly notarized affidavit- cum- indemnity in our prescribed format at your own cost.
5. In case of cancellation for any reason what so ever then the amount paid by the Allottee against the said booking shall be returned within 90 days from date of cancellation of booking.
6. If there are more than one Allottee, the cheques of the said Refund Amount shall be drawn in favour of the person from whose account we have received the same.
7. Once the allotment of the said Apartment to you is cancelled as above, you shall cease to have any claim on the said Apartment and we shall be entitled to dispose of the same at our own discretion.

Thanks and regards,

For M/s GP Enterprises

Acceptance of allotment of the said Apartment

I / We here by acknowledge to have checked the said disclosures and have received Xerox copies containing the abovesaid documents and information. We also have received a copy of abovesaid User Manual.

We have read and understood the abovesaid Allotment Letter and we hereby accept the allotment of the said Apartment from you subject to abovesaid terms and conditions.

Thanks and Regards,

(Name and signature of the Allottee No.1)

(Name and signature of the Allottee No.2)