

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made and entered into at Vashi, Navi Mumbai, on this ____ **day of** _____ **2017** BETWEEN **M/S. SHREE ENTERPRISES (PAN NO.ACAFS4593E)** a Partnership Firm duly registered under the Indian Partnership Act, 1932 through its Authorized Partners _____ having their registered office at Building No.F-8, Flat No.1:2, Sector No.4E/A, Kalamboli Depot, Kalamboli, Navi Mumbai 410218 hereinafter referred to as "**the Developers**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the partner or partners for the time being of the said firm the survivor or survivors of them and the heirs, executors and administrators of such last surviving partner and his/ her/ their assigns) of the **ONE PART**

AND

MR. _____ (**PAN** - _____) & **MR.** _____ (**PAN** - _____), both Adults, Indian Inhabitants, residing at _____, hereinafter referred to as "**the Purchaser/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) of the **OTHER PART**

WHEREAS:-

A. Mr. Pintu Sundardas Mirani, Mr. Sumant Ramrao Garud and Mr. Santosh Ramrao Garud (hereinafter collectively referred to as "**the Land Owners No. 1**") are well and sufficiently entitled to all that piece or parcel of non-

agricultural land admeasuring OH 33R (equivalent to about 3300 sq.mtrs.) out of total area of OH 86.2R in land bearing Gat No. 354 lying being and situate at Village - Kasaramboli, Taluka -Mulshi, District-Pune (hereinafter referred to as “**the Land No. 1**”)

B. Mr. Anant Sadashiv Sutar, Mr. Shriram Anant Sutar, Mr. Mahadu alias Nandu Sadashiv Sutar, Mr. Amar Mahadu alias NanduSutar, Mr. Amey Anil Sutar alias Shinde, Ms. Ashwini Anil Sutar alias Shinde, Ms. Amruta Sahil Shah and 5. Ms. Kusum Ashok Mazire (hereinafter referred to as “**the Land Owners No.2**”) are well and sufficiently entitled to all that piece and parcel of non-agricultural land bearing Gat No.360 admeasuring area OH 33R (equivalent to about 3300 sq.mtrs.) lying being and situate at Village - Kasaramboli, Taluka -Mulshi, District-Pune (hereinafter referred to as “**the Land No. 2**”)

C. Mr. Devendra Yadav Kanawade (hereinafter referred to as “**the Land Owner No.3**”) is well and sufficiently entitled to all that piece and parcel of non-agricultural land admeasuring OH 7R (equivalent to about 700 sq.mtrs.) out of total area of OH 86.2R in land bearing Gat No. 354 lying being and situate at Village - Kasaramboli, Taluka -Mulshi, District-Pune (hereinafter referred to as “**the Land No. 3**”)

D. Mr. Ram GovindDhumal, Mr. Eshwar GovindDhumal, Mr. Shekhar Ram Dhumal, Mr. Ravindra Ram Dhumal, Mr. Vikram Ram Dhumal, Mr. Nilesh Eshwar Dhumal, Ms. Nisha Eshwar Dhumal and Ms. Nilam Jitendra Kondhre (hereinafter referred to as “**the Land Owners No. 4**”) are well and sufficiently entitled to all that piece and parcel of non-agricultural land bearing Gat No.370 admeasuring area OH 16R (equivalent to about 1600

sq.mtrs.) lying being and situate at Village - Kasaramboli, Taluka -Mulshi, District-Pune (hereinafter referred to as “**the Land No. 4**”)

- E.** The Land Owners No. 1, the Land Owners No. 2, the Land Owner No. 3 and the Land Owners No. 4 are hereinafter wherever the subject and context requires collectively referred to as “**the Owners**” and the Land No. 1, the Land No. 2, the Land No. 3 and the Land No. 4 are wherever the subject and context requires collectively referred to as “**the said Property**” and described in PART A, PART B, PART C and PART D respectively of the First Schedule hereunder written
- F.** By a Development Agreement dated 11th August 2014 entered between the Owners and the Developers, duly registered with the Sub-Registrar of Assurances, Mulshi under Serial No. MLS-6490-2014, the Land Owners No. 1, the Land Owners No. 2 and the Land Owners No. 4 have agreed to grant development rights in and over the Land No. 1, the Land No. 2 and the Land No. 4 to the Developers and the Land Owner No. 3 has agreed to sell all his right title and interest in the Land No. 3 for the consideration and upon terms and conditions contained therein
- G.** By an irrevocable Power of Attorney dated 11th August 2014 entered between the Owners and the Developers, duly registered with the Sub-Registrar of Assurances, Mulshi under Serial No. MLS-6491-2014, the Owners have granted powers mentioned therein to all the then partners of the Developers to do all acts, deeds and things in respect of carrying on the development of the said Property in such manner as they may deem it fit
- H.** In order to develop the said Property, the Developers submitted a proposal(s) along with the plans and specifications to Pune Metropolitan Regional

Development Authority(hereinafter referred to as “**PMRDA**”) for obtaining their permission and approval in respect of the said Project which by itsDevelopment Permission and Commencement Certificate dated 30th January 2017 bearing reference No. BAMU/MOW.KASARAMBOLI/S.NUM.354PAI,360,370/PRA.KRA.1471/16-17 inter alia granted permission to the Developers to develop the said Project upon the terms and conditions contained therein. A copy of the aforesaid Development Permission and Commencement Certificate is annexed hereto and marked **Annexure “A”** and the authenticated copies of the layout of the building consisting of building B to be constructed by the Developers on the said Property are annexed hereto and marked as **Annexure “B”**

- I. The Developers have informed the Purchaser/s that the Developers are the promoters of the said Project (hereinafter defined) and the Owners are the co-promoters of the said Project and the Developers and the Owners intend to carry out development over the said Project in one or more phases and the Phase I of the development is in respect of proposed built up area 3809.39 sq.mtrs. out of the available 7500.46 sq.mtrs. granted by PMRDA under its Development Permission and Commencement Certificate, Annexure “A” hereto mentioned above and the other phase or phases shall be in respect of the balance built up area/FSI available as aforesaid which the Developers and the Owners shall utilize later on any available area on the said Property after obtaining permission from the concerned authorities or any incremental FSI which may be available due to change in FSI norms or any additional FSI

arising out of acquiring adjacent plots of land and amalgamating them with the said Property

- J.** The entire project shall be developed in one or more phases and shall be known as **“RIGLE ENCLAVE”**(hereinafter referred to as **“the said Larger Project”**)and this Agreement pertains to building B in the said Larger Project (hereinafter referred to as **“the said Project”**)
- K.** A copy of Certificate of Title issued by Advocate**SHRIHARI D. NIKATE**is annexed hereto and marked as **Annexure “C”**
- L.** The Developers have entered into a standard agreement with Architect **M/S YOGESH WAKCHAURE & ASSOCIATES** and Structural Engineer **ECO-SAFE CONSULTING ENGINEERS.**
- M.** The Purchaser/s approached the Developers in order to purchase a Flat (which Flat the Developers are entitled to sell and transfer in terms of the land share mentioned in the Development Agreement dated 11th August 2014 entered between the Owners and the Developers) in the said Project and in respect thereof demanded from the Developers and the Developers have given to the Purchaser/s inspection of all the documents of title relating to the said Project and the plans, designs and specifications prepared by the Architect **M/s Yogesh Wakchaure & Associates** and Title Certificate issued by the **Advocate Shrihari D. Nikate**and all such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **“the Real Estate Act”**) and the Rules and

Regulations made there under and the Maharashtra Ownerships Flat (Regulation of construction, sale, management and transfer) Act, 1963 (hereinafter referred to as “**the Ownerships FlatAct**”) and the rules made thereunder and has satisfied himself / herself about the nature of the right of the Developers and the Owners to develop the said Project. The Purchaser/s hereby declares that he/she/they has satisfied himself/herself/themselves about the right of the Developers and the Owners to develop the said Project and declares that he/she shall not be entitled to raise any objection or requisition to the same or any matter relating to the title or otherwise whatsoever

- N. Upon satisfying himself / herself / themselves about the nature of right of the Developers and the Owners to develop the said Project, the plans and specifications and the amenities being offered by the Developers and the Owners, the Purchaser/s offered to the Developers to sell to her/him/them **Flat No.** _____, Wing _____ on the _____ **Floor**, of the building B being constructed by them on the said Property in the said Larger Project to be known as “**RIGLE ENCLAVE**” admeasuring about _____ sq.mtrs. carpet area and more particularly described in the Second Schedule hereunder written (hereinafter referred to as “**the said Unit**”) for the consideration of Rs. _____/- (Rupees _____ **Lakhs** Only) which offer has been accepted by the Developers. The authenticated copies of the plans and specifications of the said Unit agreed to be purchased by the Purchaser/s as sanctioned and approved by PMRDA are annexed and marked as **Annexure “D”** hereto. A List of Amenities to be

provided by the Developers in the said Unit is set out in **Annexure “E”** hereto

- O.** The Purchaser/s also agrees that the total consideration above excludes Taxes (consisting of tax paid or payable 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 and carrying out the Project) up to the date of handing over the possession of the said Unit.
- P.** The Developers and the Owners have registered the said Project under the Real Estate Act with the Real Estate Regulatory Authority (hereinafter referred to as “**the said Authority**”) under Registration No. _____
- Q.** Under Section 13 of the Real Estate Act, the Developers are required to execute a written Agreement for Sale in respect of the said Unit with the Purchaser/s being in fact these presents and also to register the said Agreement under the Indian Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement for Sale and as mutually agreed upon by and between the parties, the Developers hereby agree to sell and the Purchaser/s hereby agree/s to purchase the said Unit
- R.** The carpet area of the said Unit means net usable floor area of the said Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to

the said Unit for exclusive use of the Purchaser/s but includes the area covered by the internal partition walls of the said Unit

- S. The parties hereto are desirous of recording the terms and conditions of the sale of the said Unit by the Developers to the Purchaser/s in the manner hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

1. DEVELOPMENT OF THE SAID PROPERTY:

- 1.1 The Developers shall construct one building of stilt + eight upper floors on all those pieces and parcels of land described in PART A, PART B, PART C and PART D of the First Schedule hereunder written being contiguous pieces of land lying being and situate at Village - Kasaramboli, TalukaMulshi, District Pune, within the limits of ZillaParishad Pune (hereinafter referred to as **“the said Property”**)in accordance with the plans, designs and specifications approved and sanctioned by the Pune Metropolitan Region Development Authority (hereinafter referred to as **“PMRDA”**) under the Development Permission and Commencement Certificate dated 30th January 2017 and as specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **“theReal Estate Act”**) and the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963 (hereinafter referred to as **“the Ownership Flats Act”**)and which the Purchaser/s herein has seen and

approves with only such variations and modifications as the Developers may consider necessary or as may be required by PMRDA or any other authority. The Purchaser/s hereby gives his No Objection to any variation, modification and additions made in the plans, design and layout by the Developers in the said Project (defined below) and/ or other phase or phases which does not affect the his/her/their area of the said Unit and/ or any reduction in the common amenities.

2. THE SAID PROJECT/ THE SAID UNIT:

The Purchaser(s) hereby agrees to purchase and acquire from the Developers Flat No.____, on ____ **Floor**, admeasuring ____ **sq.mtrs. (equivalent to ____ sq.ft.)** carpet area (hereinafter referred to as “**the said Unit**” and more particularly described in the Sixth Schedule hereunder written) in the building B being constructed by the Developers on the said Property (hereinafter referred to as “**the said Project**”) and the development of the entire of the said Property shall be under the Project name “**RIGLE ENCLAVE**” (hereinafter referred to as “**the said Larger Project**”) for a total consideration of **Rs._____ /- (Rupees _____Only)** and on the terms and conditions hereinafter appearing. The internal design of the said Unit is as per the drawings of plans shown and verified by the Purchaser/s, which are annexed herewith. It is clarified that the dimensions indicated in plans are the area of the door jamb area in the approval plan, which is hereby redefined as the carpet area. The said unit also has an exclusive balcony with ____ sqmtr (equivalent to ____sq.ft.) area and ____ sq.mtr open terrace (equivalent to ____sq.ft.).

3. APPLICABILITY OF THE PROVISIONS OF RERA/ MOFA:

- 3.1 This Agreement for Sale shall always be subject to the provisions contained in the Real Estate Act and the Ownership Flats Act or any amendment therein or re-enactment thereof for the time being in force.
- 3.2 The Purchaser/s has/have, prior to execution of this Agreement acquainted themselves with all the facts as to the nature of the right and title of the Owners in the said Property and the right of the Developers to develop the said Property and sell and/ or transfer the said Unit. The Purchaser/s has/have no further requisitions or objections on any matter relating thereto.

4. CONSIDERATION/ TAXES/ SCHEDULE OF PAYMENT/ TIME BEING THE ESSENCE:

- 4.1 The Purchaser/s agree/s to purchase from the Developers and the Developers hereby agrees to sell to the Purchaser/s the said Unit as shown in the Floor plan thereof hereto annexed and marked **Annexure “E”** and more particularly described in the Second Schedule hereunder written for the total lumpsum consideration of **Rs._____ /- (Rupees _____Only)** which includes the proportionate price of the common areas and facilities appurtenant to the said Unit, the nature, extent and description of the common areas and facilities.
- 4.2 The Purchaser/s hereby agrees to purchase from the Developer and the Developers hereby agree to sell to the Purchaser/s covered parking spaces bearing No. ____ situated at _____ Basement and/or stilt and /or _____podium being constructed in the layout for the consideration of Rs. _____/-.

4.3 The total aggregate consideration amount for the said Unit including covered parking spaces is thus Rs. _____/- (Rupees _____ only).

4.4 The Purchaser/s has paid on or before execution of this Agreement for Sale a sum of Rs _____/- (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment and hereby agrees to pay to the Developers the balance amount of Rs. _____ /- (Rupees _____ only) in the following manner:-

- i) After the execution of this Agreement : Rs. _____ /-
- ii) On Completion of the Plinth : Rs. _____ /-
- iii) On Completion of the 1st Slab : Rs. _____ /-
- iv) On Completion of the 3rd Slab : Rs. _____ /-
- v) On Completion of the 5th Slab : Rs. _____ /-
- vi) On Completion of the 7th Slab : Rs. _____ /-
- vii) On Completion of the 9th Slab : Rs. _____ /-
- viii) On Completion of the Brick work Internal Plaster : Rs. _____ /-
- ix) On completion of Flooring and Doors & Windows : Rs. _____/-
- x) On Completion of Sanitary Fittings : Rs. _____/-
- xi) On completion of Electrical Fittings : Rs. _____/-
- xii) On completion of staircase, Lift wells and Lobbies
- xiii) On completion of Overhead and under ground water tank : Rs. _____/-
- xiv) On Completion of External Plaster, elevation and terrace waterproofing
: Rs. _____ /-
- xv) On Installation of lift, completion of compound : Rs. _____/-
- xvi) On Possession : Rs. _____ /-

- 4.5 The total consideration above excludes Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the said Unit.
- 4.6 The total consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to PMRDA/ competent authority and/or any other increase in charges which may be levied or imposed by PMRDA or competent authority Local Bodies/Government from time to time. The Developers undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by PMRDA/ competent authorities etc., the Developers 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 Purchaser/s which shall only be applicable on subsequent payments.
- 4.7 The Developers shall confirm the final carpet area that has been allotted to the Purchaser/s after completion of the said Project and the occupancy certificate is granted by PMRDA /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 Developers. If there is any reduction in the carpet area within the defined limit then the Developers shall refund the excess money paid by the Purchaser/s within thirty days with annual interest at the rate specified in the Rules as applicable to the State of Maharashtra framed under the Real Estate Act from the date when such an excess amount was

paid by the Purchaser/s. If there is any increase in the carpet area of the said Unit, the Developers shall demand additional amount from the Purchaser/s 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 4.1 of this Agreement for Sale.

- 4.8 The Purchaser/s authorizes the Developersto 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 Developersmay in his sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Developersto adjust his payments in any manner.
- 4.9 The Purchaser/s shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to the Developerswithin seven 07 days of such deduction is made.
- 4.10 Provided that the receipt for the payment made shall be issued by the Developers only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Developers or in the account as the Developers may subsequently intimate to the Purchaser/s and the TDS certificate is received by the Developersfrom the Purchaser/s.
- 4.11 Time is essence for the Developers as well as the Purchaser/s. The Developers shall abide by the time schedule for completing the said Project and handing over the possession of the said Unit to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under

this Agreement for Sale subject to the simultaneous completion of construction by the Developers as provided in Clause 4.3 herein above.

5. FLOOR SPACE INDEX (FSI)/ POSSESSION/DEVELOPMENT IN PHASES:

- 5.1 The Developers hereby declare that the Floor Space Index available as on date in respect of the said Property is 1.2 only and the Developers shall carry out development in two or more phases and the Phase I of the development is in respect of FSI of 3809.39sq.mtrs. out of the available 7500.46 sq.mtrs. granted by PMRDA and as aforesaid which the Developers shall utilize later on any available area on the said Property after obtaining permission from the concerned authorities or any incremental FSI which may be available due to change in FSI norms or any additional FSI arising out of acquiring adjacent plots of land and amalgamating them with the said Property and the Purchaser/s has agreed to purchase the said Unit based on the proposed construction and sale of units to be carried out by the Developers and the said Owners by utilizing the above FSI and on the understanding that the above FSI shall belong to the Developers and the said Owners only as also on the understanding that any incremental FSI which may be available due to change in FSI norms shall also belong to the Developers and the said Owners and shall be utilized by the Developers as it deems fit on the said Property for the benefit of the Developers and the said Owners.

6. CONSEQUENCES OF DELAY BY DEVELOPERS OR PURCHASER/S

6.1 If the Developers fail to abide by the time schedule for completing the said Project and handing over the possession of the said Unit to the Purchaser/s, the Developers agree to pay to the Purchaser/s, who does not intend to withdraw from the said Project, interest as specified in the Rules framed under the Real Estate Act as applicable to the State of Maharashtra (hereinafter referred to as “**the said Rule**”), on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession of the said Unit. The Purchaser/s agrees to pay to the Developers, interest as specified in the said Rule, on all the delayed payment which become due and payable by the Purchaser/s to the Developers under the terms of this Agreement for Sale from the date the said amount is payable by the Purchaser/s to the Developers.

7. DEFAULT BY PURCHASER/S:

7.1 Without prejudice to the right of the Developer to charge interest in terms of Clause 6.1 above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developers under this Agreement for Sale (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of installments, the Developers may at their sole option, be entitled to terminate this Agreement for Sale Provided that the Developers shall give notice of fifteen days in writing to the Purchaser/s by Registered Post A.D. at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s of their intention to terminate this Agreement for Sale and of the specific breach or breaches of terms and conditions in respect of which

they intend to terminate this Agreement for Sale. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Developers within the period of notice then at the end of such notice period, the Developers shall be entitled to terminate this Agreement for Sale. Provided further that upon termination of this Agreement for Sale as aforesaid, the Developers shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Developers) within a period of thirty days of the termination, the installments of sale consideration of the said Unit which may till then have been paid by the Purchaser/s to the Developers.

8. CANCELLATION/TERMINATION OF AGREEMENT:

- 8.1 If the Purchaser/s requests the Developer to cancel this Agreement for any reason whatsoever and offers to surrender the said Unit, the Developers may at their sole option accept the offer of surrender by the Purchaser/s pursuant to which the Developers shall be entitled to forfeit 10% of the total consideration amount payable by the Purchaser/s to the Developer to purchase the said Unit under this Agreement and shall refund to the Purchaser/s the balance amount, if any, remaining, from the amounts paid by the Purchaser/s to the Developers under this Agreement (excluding statutory amounts) to the Purchaser/s (but without any interest, compensation, damages or costs) after the Developers sell the said Unit to any other prospective buyer and receives the entire consideration from the prospective buyer. Provided that in the event the amount required to be forfeited by the Developers as aforesaid is more than the amount paid by the Purchaser/s to the Developers, then the Purchaser/s shall pay the amount fallen short within 7 days from cancellation of this Agreement.

8.2 In the event the Developer terminates this Agreement in terms of Clause 7.1 on account of failure of the Purchaser/s to rectify the breaches committed by him/her/them, then the Developers shall be entitled to forfeit 10% of the total consideration amount payable by the Purchaser/s to the Developer to purchase the said Unit under this Agreement as and by way of liquidated damages in addition to receiving interest from the Purchaser/s as stated in the above Clause 6.1.

9. FIXTURES AND FITTINGS:

9.1 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Developers in the said Unit as are set out in **Annexure 'E'** hereto.

10. POSSESSION:

10.1 The Developers shall give possession of the said Unit to the Purchaser/s on or before 26th Dec 2019. If the Developers fails or neglects to give possession of the said Unit to the Purchaser/s by the aforesaid date then the Developers shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the said Unit with interest at the same rate as mentioned in Clause 6.1 herein above from the date the Developers received the sum till the date the amounts and interest thereon is repaid. Provided that the Developers shall be entitled to reasonable extension of time for giving delivery of the possession of the said Unit on the aforesaid date, if the completion of building in which the said Unit is to

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

10.2 Procedure for taking possession- The Developers upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/s to the Developers as per this Agreement shall offer in writing the possession of the said Unit to the Purchaser/s in terms of this Agreement to be taken within 2 (two months) from the date of issue of such notice and the Developers shall give possession of the said Unit to the Purchaser/s. The Developers agree and undertake to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developers. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Developers/ the said Owners or association of said Purchaser/s, as the case may be. The Developers on their/ his behalf shall offer the possession to the Purchaser/s in writing within 7 days of receiving the occupancy certificate of the said Project.

10.3 Failure of the Purchaser/s to take Possession of the said Unit: Upon receiving a written intimation from the Developers as per Clause 10.2, the Purchaser/s shall take possession of the said Unit from the Developers by executing necessary indemnities, undertakings and such other documentation and the Developers shall give possession of the said Unit to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in Clause 10.2 such Purchaser/s shall continue to be liable to pay maintenance and other charges, taxes and other amounts demanded by

the Developers along with interest thereon as may be fixed by the Developers.

- 10.4 On getting the Occupancy Certificate, the Developers may handover possession of the said Unit to the Purchaser/s even though electricity and water supply have not commenced by the respective competent authorities. The Purchaser/s shall not be entitled to raise any claim/ demand on the first of the Developers for the delay in getting the supply of electric and water. On the Developers offering possession of the said Unit to the Purchaser/s, the Purchaser/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water if sourced from alternate source in the intervening period.

11. STRUCTURAL DEFECTS OF WORKMANSHIP OR SERVICE

- 11.1 If within a period of five years from the date of handing over the said Unit to the Purchaser/s, the Purchaser/s brings to the notice of the Developers any structural defect in the said Unit or the building in which the said Unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developers at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the first of the Developers compensation for such defect in the manner as provided under the Real Estate Act Provided that the liability of the Developers under this Clause shall be payable only if no unauthorized construction has been carried out by the Purchaser/s or other purchasers of units in the building and/ or any other default committed by the Purchaser and/ or other purchasers of units in the building.

12. CAR PARKING:

- 12.1 The Purchaser/s shall use the garage or covered parking space (hereinafter referred to as “**Car Parking**”) agreed to be purchased by the Purchaser/s under these presents for purpose of keeping or parking vehicle only.
- 12.2 The location of the Car Parking is subject to final building plan approved by the concerned authorities at the time of granting occupancy certificate and the exact number and possession of the Car Parking shall be allotted at the time of handing possession of the said Unit.
- 12.3 The Purchaser/s undertakes and assures not to raise objection in case of change in the present location of the Car Parking provided under this Agreement.
- 12.4 The Purchaser/s shall not be allowed to allot/ transfer/let-out the Car Parking to any outsider/visitor.
- 12.5 The Purchaser/s shall not park his/its car/vehicle in any space except for his/their/its designated car parking space.

13. FORMATION OF SOCIETY/ASSOCIATION/LIMITED COMPANY/ & CONVEYANCE:

- 13.1 The Purchaser/s along with other purchasers of units in the building shall soon after sale of 51% or more of units in the said Project, join in forming and registering the Society or Association or a Limited Company to be known by such name as the Developers may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited

Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developers within seven days of the same being forwarded by the Developers to the said Purchaser/s, so as to enable the Developers to register the common organization of the Purchaser/s. No objection shall be taken by the Purchaser/s 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. Any delays in signing and handing over of documents by the Purchaser/s to the Developers shall not constitute default of the Developers and the prescribed time period shall stand extended accordingly. The Purchaser/s shall be liable to be expelled from the Society/ Association/ Limited Company if the Purchaser/s defaults in making timely payments or violates this deed in any manner. For such expulsion the termination letter from the Developers shall be sufficient document.

- 13.2 The said Owners/ Developers shall, within three months after obtaining the occupancy certificate from the concerned authority of the building completed last in the said Project cause to be transferred to the Society or Association or Limited Company all the right, title and the interest of the said Owners/ Developers in the said Project save and except the unsold units in the Building, which the said Owners/ Developers shall be entitled to sell to third party purchasers and/ or deal with them in such manner as the said Owners/ Developers deem it fit.

14. MAINTENANCE OF SOCIETY/ ASSOCIATION/ LIMITED COMPANY

- 14.1 Within 15 days after notice in writing is given by the Developers to the Purchaser/s that the Unit is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said Property and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property and building/s. Until Society/ Association/ Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser/s shall pay to the Developers such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser/s's share is so determined the Purchaser/s shall pay to the Developers provisional monthly contribution which shall be informed by the Developers to the Purchaser/s at the time of handing possession of the said Unit towards the outgoings or such incremental amount. The monthly contribution shall be payable in advance for such period as may be informed by the Developers to the Purchaser/s. The amounts so paid by the Purchaser/s to the Developers shall not carry any interest and remain with the Developers until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid.
- 14.2 The Purchaser/s shall on or before delivery of possession of the Unit keep deposited with the Developers, the following amounts:-

- (i) **Rs.____/-** for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.
- (ii) **Rs._____-/-** for formation and registration of the Society or Limited Company/Federation/Apex body.
- (iii) **Rs._____-/-** for corpus fund in respect of the Society or Limited Company/Federation/ Apex body.

15. LEGAL COSTS/CHARGES/EXPENSES:

- 15.1 The Purchaser/s shall pay to the Developers a sum of **Rs._____-/-** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Developers in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

16. STAMP DUTY AND REGISTRATION CHARGES:

- 16.1 At the time of registration of conveyance or lease of the structure of the building and the said Property, the Purchaser/s shall pay to the Developers, the Purchaser/s' share of stamp duty and registration charges payable, by the said Society or Association or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the building and the said Plot.

17. UNSOLD UNITS IN SAID PROJECT:

- 17.1 The said Owners/ Developers shall be admitted as a member of the Society/ Association/ Limited Company in respect of unsold units, which they are

entitled to deal under these presents upon registration of the Society/ Association/ Limited Company.

- 17.2 The Developers shall be entitled to sell the unsold units in the said Project without permission or consent of the Society/ Association/ Limited Company and the members of the Society/ Association/ Limited Company. The prospective Purchaser/s of such unsold units shall be admitted by the Society/ Association/ Limited Company as members and no objection shall be raised either by the Society/ Association/ Limited Company or the then members or the Society/ Association/ Limited Company.
- 17.3 The Purchaser/s or the Society/ Association/ Limited Company shall not be entitled to demand any transfer charges or any other sum of money by whatever name called for the transfer of the unsold units by the Developer to the prospective Purchaser/s from the Developer or the prospective Purchaser/s.
- 17.4 The Developers shall also be entitled to car parking reserved for the unsold units by the Developers and the Society/ Association/ Limited Company or Purchaser/s shall not stake claim on such parking.
- 17.5 The Developers shall be entitled to mortgage all or any of the unsold units in the said Project with financial institutions Provided that the Society/ Association/ Limited Company shall not charge or demand any fees or charges or any other sum of money by whatever name called from the Developer or the financial institutions for issuing their NOC to mortgage the unsold unit(s) Provided further that the Society/ Association/ Limited Company shall issue the NOC required by the Developers promptly in the

manner laid down in its bye-laws without any separate NOC from Society or the members of Society.

17.6 The Developers shall not be liable to pay any maintenance or common expenses in respect of the unsold and/or unused unit in the said building before or after the formation of the Society/ Association/ Limited Company. The Developers shall, however, bear and pay the Municipal Taxes.

17.7 The Developers are entitled to all the rights of a member of Society/ Association/ Limited Company i.e. right to attend meetings, right to vote in the meeting etc. until they cease to be a member after selling all the unsold units or otherwise.

18. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:-

18.1 The Developers hereby represent and warrant to the Purchaser/s as follows:

- i.) The Owners have clear and marketable title with respect to the said Property as declared in the title report annexed to this Agreement and the Developers have the rights to carry out development upon the said Property and also have actual, physical and legal possession of the said Property for the implementation of the said Project;
- ii.) The Developers have lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project;
- iii.) There are no encumbrances upon the said Property or the said Project except those disclosed in the title report;

- iv.) There are no litigations pending before any Court of law with respect to the said Project or project except those disclosed in the title report;
- v.) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, the said Property and said building 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 said Project, the said Property and said building shall be obtained by following due process of law and the Developers has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, the said Property, building and common areas;
- vi.) The Developers have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- vii.) The Developers have 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 Property, including the said Project and the Unit which will, in any manner, affect the rights of the Purchaser/s under this Agreement;
- viii.) The Developers confirm that the Developers are not restricted in any manner whatsoever from selling the said Unit to the Purchaser/s in the manner contemplated in this Agreement;

- ix.) At the time of execution of the conveyance/ assignment of lease of the structure and the said Property to the association of Purchaser/s the Owners/ Developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the Purchaser/s;
- x.) The Developers has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities;
- xi.) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Owners/ Developers in respect of the said Property and/or the said Project except those disclosed in the title report.

19. COVENANTS OF THE PURCHASER/S:

- 19.1 The Purchaser/s or himself / themselves with intention to bring all persons into whosoever hands the said Premises may come, hereby covenants with the Developers as follows :-
 - i.) To maintain the said Unit at the Purchaser/s' own cost in good and tenantable repair and condition from the date that of possession of

the said Unit is taken and shall not do or suffer to be done anything in or to the building in which the 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 said Unit is situated and the said Unit itself or any part thereof without the consent of the local authorities, if required.

- ii.) Not to store in the said Unit any goods which are of hazardous, combustible or dangerous nature or any material prohibited under any law or are so heavy as to damage the construction or structure of the building in which the said Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Unit is situated, including entrances of the building in which the said Unit is situated and in case any damage is caused to the building in which the said Unit is situated or the said Unit on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- iii.) To carry out at his/ her/ their own cost all internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the first of the Owners No. 1/ Developers to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the said Unit is situated or the said Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority.

In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv.) Not to demolish or cause to be demolished the said 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 said Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Unit is situated and shall keep the portion, sewers, drains and pipes in the said 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 said 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 Unit.
- v.) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the building in which the said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi.) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said Property and the building in which the said Unit is situated.
- vii.) Pay to the Developers within fifteen days of demand by the Developers, his share of security deposit demanded by the concerned

local authority or Government or giving water, electricity or any other service connection to the building in which the 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 concerned local authority and/or Government and/or other public authority, on account of change of user of the said Unit by the Purchaser/s for any purposes other than for purpose for which it is sold.
- ix.) The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Unit until all the dues payable by the said Purchaser/s to the Developers under this Agreement are fully paid up.
- x.) The Purchaser/s shall observe and perform all the rules and regulations which the Society or Association or the Limited Company 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 Unit therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Association/Limited Company regarding the occupancy and use of the said 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.

- xi.) Till a conveyance of the structure of the building and the said Property in which the said Unit is situated is executed in favour of Society/Association/Limited Society, the Purchaser/s shall permit the Developers and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii.) For a period of five years after the handing over of the possession of the said Unit, the Purchaser/s shall not carry out any construction, alteration or addition in the said Unit Provided that in the event the Purchaser/ s carries out any construction, alteration or addition in the said Unit during the aforesaid period, then the Developers shall not be liable for any defect including any structural in workmanship, quality or provision of services or any other obligation of the Developers in terms of Section 14 of the Real Estate Act or any other law for the time being in force Provided further that the Purchaser/s shall be entitled to construct, alter or add anything in the said Unit after the period of five years aforesaid only after seeking permission from the concerned authorities and/ or as per law.
- xiii.) The Purchaser/s hereby gives his consent and/or no objection to the Developers to utilize the balance FSI over the said Property in such manner as the Developers deem it fit, if available.

20. SEPARATE ACCOUNT:

- 20.1 The Developers shall maintain a separate account in respect of sums received by the Developers from the Purchaser/s as advance or deposit,

sums received on account of the share capital for the promotion of the Society/ Association/ Limited Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

21. AGREEMENT TO PURCHASE UNIT:

21.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Unit or of the said Property and Building(s) or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Owners/ Developers until the said structure of the building(s) and the said Property is transferred to the Society/ Association/ Limited Company or other body.

22. MORTGAGE/ CHARGE:

22.1 There are no mortgages/ charges over the said Property and/ or the said Project and the Developers covenant that after they execute this Agreement they shall not mortgage or create a charge on the said 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 Purchaser/s who has taken or agreed to take the said Unit.

23. BINDING EFFECT:-

23.1 Forwarding this Agreement to the Purchaser/s by the Developers does not create a binding obligation on the part of the Developer or the Purchaser/s until, firstly, the Purchaser/s 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 Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developers. If the Purchaser/s(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Developers, then the Developer shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever after deducting 10% of the total consideration amount payable by the Purchaser/s to the Developer to purchase the said Unit as and by way of liquidated damages.

24. ENTIRE AGREEMENT:

24.1 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 Unit.

25. RIGHT TO AMEND

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

26. APPLICABILITY:

26.1 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 said Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the said Unit, in case of a transfer, as the said obligations go along with the said Unit for all intents and purposes.

27. SEVERABILITY:

27.1 If any provision of this Agreement shall be determined to be void or unenforceable under the Real Estate Act or the Rules and Regulations made there under 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 the Real Estate Act or the Rules and Regulations made there under 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.

28. METHOD OF CALCULATION OF PROPORTIONATE SHARE:

28.1 Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other the purchasers in the Project, the same

shall be in proportion to the carpet area of the said Unit to the total carpet area of all the units in the said Project.

29. FURTHER ASSURANCES:

29.1 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.

30. PLACE OF EXECUTION:

30.1 The execution of this Agreement shall be complete only upon its execution by the parties hereto which includes the Developersthrough themselves or their authorized signatory, at the Developers' Office, or at some other place, which may be mutually agreed between the Developersand the Purchaser/s, and after the Agreement is duly executed by the parties hereto or simultaneously with 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 _____.

31. REGISTRATION:

31.1 The parties 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 parties will attend such office and admit execution thereof.

32. NOTICE:

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

Name of the Purchaser/s : **Mr.** _____ **&**
Mrs. _____

the Purchaser/s' Address :

Notified Email ID :

Name of the Developers :

The Developers' Address :

Notified Email ID :

It shall be the duty of the Purchaser/s and the Developers 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 each of them, as the case may be.

33. STAMP DUTY AND REGISTRATION CHARGES:

33.1 All out of pocket costs, charges and expenses including the stamp duty and registration charges of and incidental to this Agreement for Sale shall be borne and paid by the Purchaser/s.

34. INVESTOR CLAUSE:

The Purchaser/s has purchased the said Unit as an Investor. The Purchaser/s intends to sell the said Unit within a period of one year from the date of this Agreement and in such event he/she/they shall be entitled to all the benefits available to them under any law for the time being in force. Without prejudice to the Purchaser/s right as an Investor, the Purchaser/s may continue to hold the said Unit like any other Purchaser/s if he/she/they do not sell the said Unit.

35. JURISDICTION:

35.1 The Courts at Pune alone shall have exclusive jurisdiction to try, entertain and dispose off the disputes between the Purchaser/s and the Developers.

IN WITNESS WHEREOF the parties have hereto set and subscribed their respective hands and seals the day and the year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

PART A

All that piece and parcel of non-agricultural land admeasuring OH 33R (equivalent to about 3300 sq.mtrs.) out of total area of OH 86.2R in land bearing Gat No. 354 lying being and situate at Village - Kasaramboli, Taluka -Mulshi,

District-Pune in the limits of Zilla Parishad Pune, Grampanchayat Kadamvak Vasti within the jurisdiction of Pune Registration District and bounded as follows that is to say:

East	: Gat No.352,353,360 and 362
South	: Gat No.356
West	: Gat No.355
North	: Pune – Paud Road

PART B

All that piece and parcel of non-agricultural land bearing Gat No.360 admeasuring area OH 33R (equivalent to about 3300 sq.mtrs.) lying being and situate at Village - Kasaramboli, Taluka -Mulshi, District-Pune in the limits of Zilla Parishad Pune, Grampanchayat Kadamvak Vasti within the jurisdiction of Pune Registration District and bounded as follows that is to say:

East	: Gat No.361, 362 and 370
South	: Gat No.356
West	: Gat No.354
North	: Gat No.354 part

PART C

All that piece and parcel of non-agricultural land admeasuring OH 33R (equivalent to about 3300 sq.mtrs.) out of total area of OH 86.2R in land bearing Gat No. 354 lying being and situate at Village - Kasaramboli, Taluka -Mulshi, District-Pune in the limits of Zilla Parishad Pune, Grampanchayat Kadamvak Vasti

within the jurisdiction of Pune Registration District and bounded as follows that is to say:

East : Gat No. 354
South : Gat No. 354
West : Gat No. 354
North : Pune – Paud Road

PART D

All that piece and parcel of non-agricultural land bearing Gat No.370 admeasuring area OH 16R (equivalent to about 1600 sq.mtrs.) lying being and situate at Village - Kasaramboli, Taluka -Mulshi, District-Pune in the limits of ZillaParishad Pune, GrampanchayatKadamvakVasti within the jurisdiction of Pune Registration District and bounded as follows that is to say:

East : Gat No.369, 373 and 372
South : Gat No. 379
West : Gat No.360
North : Gat No.365 and 368

THE SECOND SCHEDULE ABOVE REFERRED TO

Flat No. ____, on ____ **Floor**, in “ “Wing of the Building being constructed by the Developers and to be known as “____”, admeasuring about ____**sq.mtrs. (equivalent to ____sq.ft.)** carpet area alongwith ____ sq.mtr balcony

and ____ sq.mtr open terrace, lying being and situate on the land more particularly described in the First Schedule hereinabove written

INWITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and the day first hereinabove written.

SIGNED SEALED AND DELIVERED]
by the withnamed DEVELOPERS]
M/S. SHREE ENTERPRISES]
Through its Authorized Partners]
_____]
_____]
In the presence of]
1. Mr. _____]

SIGNED SEALED AND DELIVERED]
By the withnamed PURCHASER/S]
Mr.]
Mrs.]
In the presence of]
1. Mr. _____]

RECEIPT

RECEIVED of and from the purchaser as withinnamed, the sum of Rs._____-/-
(Rupees _____Only) by cheques and cash details whereof are
mentioned herein below being the earnest or deposit amount payable by
him/her/them to us as within mentioned:

Rec. No.	Chq. Date	Chq. No.	Bank	Amount

WE SAY RECEIVED

For M/s. SHREE ENTERPRISES

Authorized Partners

Developers

ANNEXURE “A”

Copy of Development Permission and Commencement Certificate issued by

PMRDA

Annexure “B”

Copies of the plans of the layout of the said Project approved by PMRDA

Annexure “C”

Copy of Certificate of Title issued by Advocate

Annexure “D”

Copies of the plans of the layout of the said Unit as approved by PMRDA

Annexure “E”

Amenities to be provided in the said Unit

Amenities

- ✦ Club House**
- ✦ Entrance Gate**
- ✦ Fitness Centre**
- ✦ Landscaping & Tree Planting**

Specifications

FLOORING

- ✦ Vitrified Flooring in Living, Bed & Kitchen**
- ✦ Anti-Skid Flooring in Terrace, Balcony, Toilet & Bath**

TILES

- ✦ Glazed Tiles in Toilet & Bathroom upto Beam bottom**
- ✦ Glazed Tiles above Kitchen platform upto Beam bottom**

KITCHEN PLATFORM

- ✦ Granite Platform with SS Sink**

DOORS & WINDOWS

- ✦ Main Entrance Door - Decorative Main door**

- ❖ Bed Room Doors - Flush doors
- ❖ Toilet & Baths - Waterproof flush doors
- ❖ Windows - 3 Track Powder Coated Aluminium windows with Mosquito net

ELECTRICAL

- ❖ Concealed Electrification with Modular Switches

PLUMBING

- ❖ Concealed Plumbing CP Fitting in WC, Bath & Kitchen

PAINTING

- ❖ External - Acrylic Paint
- ❖ Internal - Oil Bond Distemper Paint

LIFTS

- ❖ One Elevator having Generator Backup