



AGREEMENT

This **AGREEMENT** is made and executed here at PUNE on this ____ day MAY of the year 2017

BETWEEN

PLATINUM PROPERTIES, (PAN. AANFP-5575A) a registered Partnership Firm under the Partnership Act 1932, Having its office at : Flat No.4, C.T.S. No. 1227, Shanti Plaza Apartment, F.C. Road, Shivajinagar, Pune 411004, Through its Partners

1) **MR. VENKAT SOPANRAO BIRADAR**,

Age :52 Years, occupation: Business

PAN. ABBPB-6710E

2) **MR. ARUN JAGANNATH SHINDE**,

Age :49 Years, Occupation: Business.,

PAN.AMVPS-5033Q

3) **MR. SANDEEP SHANKARRAO SATAV**

Age :33 Years, occupation : Business

PAN.BKAPS 6883E

All residing at, as above hereinafter referred to as the “**Vendor/Developer**”, which expression shall unless, repugnant to the context or meaning thereof, mean and include the said firm, its partners, their successors, legal representatives, administrators, survivors, executors and assigns, _____ **OF THE FIRST PART;**

AND

1) **MR.** -----
AGE : ----, OCCUPATION : -----
PAN NO:- -----

2) **MRS.** -----
AGE : ----, OCCUPATION : -----
PAN NO : -----

BOTH RESIDING AT : -----

hereinafter referred to as the **Purchaser/Allottee**, which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her/their heirs, successors, survivors, legal representatives, administrators, executors & assigns, _____ **OF THE SECOND PART;**

(1a) **Shakuntala Keshav Kolhe**, aged about 71 years, occupation Housewife, (1b) **Ankush Keshav Kolhe**, aged about 51, occupation Agriculturist, (1c) Mrs. **Chaya Ankush Kolhe**, aged about 45 years, occupation Housewife, (1d) **Ajay Ankush Kolhe**, aged about 26 years, occupation: Agriculturist, (1e) Mrs, **Poonam Rohidas Raskar**, aged about 31 years, occupation Housewife, (1f) Mrs. **Priya Satish Bhujbal**, aged about 29 years, occupation Housewife, (1g) **Pratap Keshav Kolhe**, aged about 49 years, occupation Agriculturist, (1h) Mrs. **Nanda Pratap Kolhe**, aged about 43 years, occupation : Housewife, (1i) **Ashish Pratap Kolhe**, aged about 21 years, occupation Education, (1j) **Mrs. Joyti Sunil Kudale**, aged about 27 years, occupation Housewife, (1k) Mrs. **Vaishali Anil Kudale**, aged about 25 years, occupation Housewife, (1l) **Rajendra Keshav Kolhe**, aged about 47 years, occupation Agriculturist, (1m) Mrs. **Mangal Rajendra Kolhe**, aged about 39 years, occupation Housewife, (1n) **Karishma Rajendra Kolhe**, aged about 20 years, occupation Education, all residing at : Khadakwasla, Tal. Haveli, Dist. Pune;

(2a) **Pushpa Mohan Kolhe**, aged about 45 years, occupation Housewife, (2b) **Nivrutti Tukaram Kolhe**, aged about 81, occupation Agriculturist, (2c) **Mohan Nivrutti Kolhe**, aged about 38 years, occupation : Agriculturist, (2d) **Rushikesh Mohan Kolhe**, aged about 16 years, occupation: Student, (2e) **Tejaswini Mohan Kolhe**, aged about 18 years, occupation Student, No. 2d and 2e through their natural Guardian **Mohan Nivrutti Kolhe** (2f) Mrs. **Hirabai Digamber Raikar**, aged about 51 years, occupation Housewife, (2g) **Satyabhama Prakash Belhekar**, aged about 49 years, occupation Housewife, all residing at :Khadakwasla, Tal. Haveli, Dist. Pune;

(3a) **Saraswati Mahadeo Kolhe**, aged about 58 years occupation Housewife, (3b) **Vijay Mahadeo Kolhe**, aged about 42, occupation Agriculturist, (3c) **Dattatraya Mahadeo Kolhe**, aged about 40 years, occupation : Agriculturist, (3d) **Urmila Balasaheb Badhe**, aged about 49 years, occupation Housewife, all residing at :Khadakwasla, Tal. Haveli, Dist. Pune;

(4a) **Vilas Kaluram Kolhe**, aged about 52 years, occupation Agriculturist, (4b) **Vaijayanti Vilas Dedge**, aged about 42, occupation Housewife both residing at : Nanded, Tal. Haveli, Dist. Pune;

(5a) **Mahadeo Kaluram Kolhe**, aged about 66 years, occupation Agriculturist, (5b) **Gangubai Mahadeo Kolhe**, aged about 61, occupation Housewife, (5c) **Kalidas Mahadeo Kolhe**, aged about 31 years, occupation : Agriculturist, (5d) **Vaishali Kalidas Kolhe**, aged about 26 years, occupation: Student, (5e) **Mrs. Vidya Sanjay Satav**, aged about 43 years, occupation Housewife, (5f) **Mrs. Manisha Balasaheb Bhujbal**, aged about 29 years, occupation Housewife, (5g) **Ramdas Kaluram Kolhe**, aged about 62 years, occupation Agriculturist, (5h) **Mrs.Draupadibai Ramdas Kolhe**, aged about 56 years, occupation Housewife, (5i) **Vikas Ramdas Kolhe**, aged about 38 years, occupation Agriculturist, (5j) **Mrs. Jayshri Vikas Kolhe**, aged about 31 years, occupation Housewife, (5k) **Rohidas Kaluram Kolhe**, aged about 55 years, occupation Agriculturist, (5l) **Mrs. Shakuntala Rohidas Kolhe**, aged about 51 years, occupation Housewife, (5m) **Monawati Kailas Alhat**, aged about 31 years, occupation Housewife, (5n) **Seema Sunny Bhujbal**, aged about 26 years, occupation Housewife, (5o) **Apeksha Kaluram Kolhe**, aged about 21 years, occupation Student, (5p) **Ashish Rohidas Kolhe**, aged about 16 years, occupation Student through his natural guardian **Rohidas Kaluram Kolhe**, (5q) **Alka allies Savitribai Belhekar**, aged about 57 years, occupation Housewife, (5r) **Anjana allies Lilabai Namdeo Raut**, aged about 51 years, occupation Housewife, (5s) **Uttamrao Krushna Kolhe**, aged about 58 years, occupation Agriculturist, (5t) **Muktabai Krushna Kolhe**, aged about 76 years, occupation Housewife, (5u) **Mrs. Shakuntala Uttamrao Kolhe**, aged about 53 years, occupation Housewife, (5v) **Ravi Uttamrao Kolhe**, aged about 27 years, occupation Agriculturist, (5w) **Sandhya Vijayrao Birdawde**, aged about 29 years, occupation Housewife, (5x) **Shantaram Krushna Kolhe**, aged about 55 years, occupation Agriculturist, (5y) **Mrs. Vandana Shantaram Kolhe**, aged about 51 years, occupation Housewife, (5z) **Shrikant Shantaram Kolhe**, aged about 27 years, occupation Agriculturist, (5aa) **Mrs.Vaishali Amol Saykar**, aged about 25 years, occupation Housewife, (5bb) **Jeevan Krushna Kolhe**, aged about 49 years, occupation Agriculturist, (5cc) **Mrs.Ujwala Jeevan Kolhe**, aged about 41 years, occupation Housewife, (5dd) **Sayli Jeevan Kolhe**, aged about 19 years, occupation Student, (5ee) **Diksha Krushna Kolhe**, aged about 16 years, occupation Student through her natural garden **Jeevan Krushna Kolhe**, all residing at :Khadakwasla, Tal. Haveli, Dist. Pune;

(6) **Urmila Balasaheb Badhe**, aged about 40 years, occupation Housewife residing at :Kohlewadi, Khadakwasla, Tal. Haveli, Dist. Pune;

(7) **Ganesh Shrikant Hole**, aged about 31 years, occupation Agriculturist, residing at :Undri, Tal. Haveli, Dist. Pune;

(8a) **Neeta Vijay Kolhe**, aged about 38 years, occupation Agriculturist, (8b) **Vijay Mahadeo Kolhe**, aged about 45, occupation Agriculturist, (8c) **Akash Vijay Kolhe**, aged about 16, occupation Student, (8d) **Onkar Vijay Kolhe**, aged about 13, occupation Student, No. 8c and 8d through their natural guardian **Vijay Mahadeo Kolhe** All residing at : Khadakwasla, Tal. Haveli, Dist. Pune;

(9a) **Dattatraya Maruti Kolhe**, aged about 51 years, occupation Agriculturist, (8b) Mrs. **Anjana Dattatraya Kolhe**, aged about 45, occupation Housewife, (8c) **Sachin DattatrayaKolhe**, aged about 22, occupation Student, (8d) Mrs. **Rahibai Maruti Kolhe**, aged about 86 occupation Household All residing at : Khadakwasla, Tal. Haveli, Dist. Pune;

(10a) **Atmaram Maruti Kolhe**, aged about 56 years, occupation Agriculturist, (10b) Mrs. **Mangal Atmaram Kolhe**, aged about 51, occupation Housewife, (10c) **Radha Atmaram Kolhe**, aged about 30, occupation Household, (10d) Mrs. **Preeti Ramesh Jadhav**, aged about 26 occupation Household (10e) Mr. **Rahul Atmaram Kolhe**, aged about 23 occupation Student, (10f) Smt. **Rahibai Maruti Kolhe**, aged about 86 occupation Household All residing at :Khadakwasla, Tal. Haveli, Dist. Pune;Owners/Consenting Party No. 1 to 10 through their Constituted Attorney **Mr. VENKAT SOPANRAO BIRADAR** being a Partner of **PLATINUM PROPERTIES**. Hereinafter collectively referred to as the **OWNERS/CONSENTING PARTY**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, administrators, representatives and assigns, _____ **OF THE THIRD PART**;

WHEREAS:

(a) All that piece and parcel of the Property, situated at village **Khadakwasala**, Taluka Haveli, District Pune, within the limits of Zilla Parishad, Pune, Taluka Panchayat Samitee Haveli, and registration Dist, Pune. Sub Registrar, Haveli No. 1 to 26, Pune, are vested in the ownership of the respective owners thereof, the details whereof are as under:

Sr. No	Survey No. Total Ares	Area Hecter Are	Name of the Holders/ Owner/s
1	2	3	5
1	15/9 00 H 90 Ares	00=35	Shakuntala Keshav Kolhe Pushpa Mohan Kolhe Saraswati Mahadeo Kolhe and Platinum Properties
2	15/10/1 00 H 07 Ares	00=07	Vilas Kaluram Dedge Vaijayanti Vilas Dedge and Platinum Properties
3	15/10/2 00 H 12 Ares	00=12	Platinum Properties
4	15/11/1 00 H 03 Ares	00=03	Rohidas Kaluram Kolhe and Ramdas Kaluram Kolhe and Platinum Properties
5	15/11/2A 00 H 6.5 Ares	00=6.5	Platinum Properties
6	15/11/2B 00 H 6.5 Ares	00=6.5	Urmila Balasaheb Badhe and Platinum Properties
7	15/11/3 00 H 07 Ares	00=04	Ganesh Shashikant Hole
8	15/12/1 00 H 19 Ares	00=15	Neeta Vijay Kolhe and Platinum Properties
9	15/12/2 00 H 07 Ares	00=07	Platinum Properties
10	15/12/3 00 H 22 Ares	00=10.49	Dattatraya Maruti Kolhe Atmaram Maruti Kolhe and Platinum Properties
11	15/12/4 00 H 09 Ares	00=09	Ramdas Kaluram Kolhe Rohidas Kaluram Kolhe Shantaram Krishna Kolhe Jeevan Krishna Kolhe And Platinum Properties
		01=15.49	

said properties are adjoining to each other collectively bounded as follows:-

- East - By Road.
- South - By Kirkitwadi – Khadakwasla Road (Panand)
- West - By S. No. 16, belongs to Maruti Abaji Mate.
- North - By S. No.15/9 (Part) belongs to Smt. Rukmini Kolhe

Together with easement, appurtenance, pathways, accesses, ingress, egress, hereditaments, trees, water resources, ancillary and other rights relating thereto.

(b) the properties described in column No.2 of the above table are hereinafter collectively referred to as the **Said Property** and separately numbered by its Corresponding property number, as described in the column No.1 above i.e. **Property No.1, Property No.2**, and so on.

(c) **JOINT VENTURE :**

It appears that pursuant to the various Joint Venture Agreements and power of Attorney's which were duly registered in the office of Sub-Registrar Haveli No.2, Pune stated as below, respective owners with the consent of their legal heirs have brought the development and construction rights in respect of the respective Properties in the Joint Venture with **Platinum Properties**, Through its Partner **Venkat Sopanrao Biradar**, (the said "**VENDOR/DEVELOPER**", for short), and also authorized and empowered him to perform, comply with and execute various acts, deeds and things in respect of the said Properties;

1

Joint Venture Agreements and Power of Attorneys Executed By (Owners)	S. No. Total area out of Area for JV Hector Ares	In Favour of	Registration No and Date

2

i) Shakuntala Keshav Kolhe ii) Pushpa Mohan Kolhe iii) Saraswati Mahadeo Kolhe	15/9 H 00=31 Ares Out of H 00=90 Ares	Platinum Properties	4490/2012 4491/2012 Both dated 28/05/2012 <hr/> 4551/2012 4552/2012 4553/2012 4554/2012 <hr/> All dated 29/05/2012 4642/2012 4643/2012 Both dated 01/06/2012 Haveli No. 02 On same day
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Vilas Kaluram Dedge Vaijayanti Vilas Dedge	15/10/1 H 00=02 Ares Out of H 00=07 Ares	Platinum Properties	4960/2012 4961/2012 Both dated 12/06/2012 Haveli No. 02 On same day
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3

Ramdas Kaluram Kolhe, Rohidas Kaluram Kolhe, Shantaram Krishna Kolhe, Jeevan Krishna Kolhe	15/11/1 H 00=02 Ares Out of H 00=03 Ares	Platinum Properties	5249/2012 5250/2012 Both dated 06/07/2012 Haveli No. 02 On same day
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4

Urmila Balasaheb Badhe	15/11/2B H 00=1.5 Ares Out of H 00=6.5 Ares	Platinum Properties	5092/2012 5093/2012 Both dated 15/06/2012 Haveli No. 02 On same day
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5

Ganesh Shashikant Hole	15/11/3 H 00=04 Ares Out of H 00=07 Ares	Platinum Properties	6068/2012 6069/2012 Both dated 17/07/2012 Haveli No. 02 On same day
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6

Ramdas Kaluram Kolhe Rohidas Kaluram Kolhe Shantaram Krishna Kolhe Jeevan Krishna Kolhe (Uttam & Mahadeo excluded their 3 R by Sale Deed)	15/12/4 Total H 00=06 Ares out of H 00=09 Ares	Platinum Properties	5249/2012 5250/2012 Both dated 20/06/2012 Haveli No. 02 On same day
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7

Neeta Vijay Kolhe	15/12/1 H 00=9.5 Ares Out of H 00=19 Ares	Platinum Properties	4640/2012 4641/2012 Both dated 01/06/2012 Haveli No. 02 On same day
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8

Dattatraya Maruti Kolhe And Atmaram Maruti Kolhe	15/12/3 H 00=5.74 Ares Out of H 00=22 Ares	Platinum Properties	6123/2012 6124/2012 6125/2012 6126/2012 All dated 19/07/2012 Haveli No. 02 On same day
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(d) **SALE DEEDS :**

Thereafter, the aforesaid owners conveyed, transferred and sold out their respective shares out of their properties as mentioned hereunder unto & in favour of **PLATINUM PROPERTIES** Through its Partner **Venkat Sopanrao Biradar**, (the said “**DEVELOPER**”, for short), by various sale deeds, which Sale Deeds are registered in the office of Sub-Registrar Haveli, details of which are as under

1

Sale Deed And Power of Attorney's Executed By (Owners)	S. No. Total area out of Area purchased Hector Ares	Purchased By	Registration No and Date
Pushpa Mohan Kolhe	15/9 H 00=04 Ares Out of H 00=90 Ares	Platinum Properties	4486/2012 4487/2012 Both dated 28/05/2012 Haveli No. 02 On same day

2

Baldeo Kerba Kolhe Vitthal Kerba Kolhe Subhash Kerba Kolhe and Sanjay Shantaram Kolhe	15/10/1 H 00=05 Ares Out of H 00=07 Ares	Platinum Properties	3930/2012 3931/2012 Both dated 11/05/2012 Haveli No. 02 On same day
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3

Suresh Gangaram Panmand Pandurang Tukaram Ubhe Sudarshan Arjun Deshmane With the Consent of Sanjay Panduran Kolhe and others	15/10/2 Total H 00=12 Ares	Platinum Properties	3292/2012 3293/2012 Both dated 20/04/2012 Haveli No. 02 On same day
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4

Dhanashree Dattatraya Kolhe	15/11/2A Total H 00=6.5 Ares	Platinum Properties	3929/2012 dated 11/05/2012 Haveli No. 02 On same day
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5

i) Uttam Krushna Kolhe and others	15/11/1 H 00=01 Ares Out of H 00=03 Ares	Platinum Properties	7178/2012 7179/2012
ii) Mahadeo Kaluram Kolhe and others			Both dated 28/08/2012
			3252/2013 3253/2013 Both dated 25/04/2013
			Haveli No. 02 On same day

6

Urmila Balasaheb Badhe	15/11/2B H 00=05 Ares Out of H 00=6.5 Ares	Platinum Properties	5090/2013 3021/2013 Both dated 15/06/2013
			Haveli No. 02 On same day

7

Pushpa Mohan Kolhe	15/12/1 H 00=5.5 Ares Out of H 00=9.5 Ares	Platinum Properties	4486/2012 4487/2012
			Both dated 28/05/2012
			Haveli No. 02 On same day

8

Mahadeo Baburao Kolhe, Kailas Baburao Kolhe, Vilas Baburao Kolhe, Alka Yashwant Raut	15/12/2 Total H 00=07 Ares	Platinum Properties	4958/2012 4959/2012 Both dated 12/06/2012 Haveli No. 02 On same day
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9

Tukaram Laxman Mate Subhash Pandurang Kolhe	15/12/3 H 00=4.75 Ares Out of H 00=22 Ares	Platinum Properties	6919/2012 6920/2012 Both dated 16/08/2012 Haveli No. 02 On same day
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10

i) Uttam Krushna Kolhe and others ii) Mahadeo Kaluram Kolhe and others	15/12/4 H 00=03 Ares Out of H 00=09 Ares	Platinum Properties	7178/2012 7179/2012 Both dated 28/08/2012 <hr/> 3252/2013 3253/2013 Both dated 25/04/2013 Haveli No. 02 On same day
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(e) Thus, by virtue of the above Sale Deeds said Developer became full & absolute owner of the said Properties as mentioned above to the extent of area admeasuring Hectore **00=53.75** Ares;

(f) the said Developer, by virtue of the various Joint Venture Agreements and Power of Attorneys mentioned as above, No.1 to 8 of the Consenting Party herein granted development and construction rights in respect of their corresponding properties forming the said Properties unto and in favor of said Developer and by virtue of the various Sale

Deeds said Developer became full & absolute owner of the said Properties as mentioned above and is entitled to develop the said Property, by constructing a new building comprising of independent blocks for residential and commercial purpose commonly known as “ownerships scheme”.

(g) Thus, **Platinum Properties**, being the Vendor /Developer herein is entitled to undertake development and construction work upon the said Property and dispose it off comprising residential / nonresidential units etc. thereof, to the intending buyers on ownership basis as well as to receive and appropriate consideration derived therefrom;

(h) On getting demarcation done from T.L.R office, the Developer/ Vendor has submitted the building plan for approval and Town Planning office has sanctioned / approved the building plan comprising of two wings, all Wings are separate from each other and are to be constructed on the said property,

(i) The Vendor/Developer accordingly commenced the construction of the said property in accordance with the sanctioned plan by the Dy. Director of Town Planning Pune, on 12/09/2013. Which is revised on dated 22/05/2014. **AND WHEREAS the Additional Collector, Pune, vide order No. PMH/NA/SR/164/2013 dated 22/04/2014 has granted N.A. permission in respect of the said. Which is revised vide order No. PMH/NA/SR/510/2014 dated on 04/07/2014. Which is revised vide order No PRH/NA/SR/91/2015, PUNE DATED 17/03/2015. Which is revised vide order No PRH/NA/SR/2586/2015, PUNE DATED 28/12/2015.**

(j) The Vendor/Developer also have entered into a standard agreement with M/S Gohad Architects And Interior Designers, an Architect registered with the council of Architects and such agreement described by the council of Architect, wherein the Vendor/ Developer have appointed M/S G. A. Bhilare a structural engineer for the preparation of the structural designs and drawings of the building and the Vendor/Developer has accepted the professional supervision of the Architect and the structural engineer till the completion of the building.

(k) Since the Developer has rights to change the building layout in respect of the said property and effect the further construction on the said property by utilizing additional floors on the said property by consuming balance F.S.I. and /or by using T.D.R.

(l) The Purchaser desiring to purchase a one FLAT in the said scheme The Purchaser demanded from the Developer and the Developer has given for inspection to the Purchaser of all the documents of title relating to the said land, the plans, designs and specifications prepared by the Developers Architect, and of such other documents as are specified under the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and/or read with the Real Estate (Regulation and Development) Act,2016, as under: (herein after referred to as "**the said Act**") and rules made thereunder.

(m) The copies of Certificate of Title issued by the Advocate of the Developer, copies of extract of 7/12 extract, showing the nature of the title of the Developer to the said Property on which the flats are constructed or are to be constructed and the copies of the plans, N.A. Order, specifications of the said Flat agreed to be purchased by the Purchaser and Amenities to be provided by the Developer and approved by the concerned local authority have been annexed hereto and marked as ANNEXURE "A" "B", "C", "D" "E" and "F", respectively;

(n) The Purchaser has verify all the documents related to the title of the said Property such as, Sale Deed, 7/12 extract, and relevant Mutation entries thereof. And also read and understood all the contents of the indemnity bonds/ undertakings, etc given by the Developer to the Collector/ Corporation or any other authority, terms & conditions mentioned in Commencement certificate / NA order and Purchaser agrees that this agreement is subject to the said terms and are also binding on him/her/them.

(o) The Purchaser is aware of the fact that the Developer has entered or will enter into similar and /or separate Agreements with several other purchasers, persons and parties in respect of Flats. in the said building /project;

2.1 (p) AND WHEREAS the Purchaser/s herein being desirous of purchasing a Flat, applied to the Promoter for allotment of the **Flat No.-----**, on the ----- in **Wing "-----"**, in the project known as **"GRASSLAND"** to be constructed on the said land AND WHEREAS relying on the Purchaser/ Allottee representations and the assurances and subject to the terms and conditions mentioned in this Agreement, the Promoter herein has agreed to sell and the Purchaser/s herein has agreed to purchase **Flat No.-----** measuring **Carpet area about -- ----- Sq. Mtrs AND exclusive right to use of enclosed balcony area about ---- Sq. Mtrs, Terrace having area about ----- Sq. Mtrs., dry balcony having area ---- about Sq. Mtrs and other utility area having area about ----- Square Meters, overall the area about ----- sq.mtrs. (in ----- square feet)** appurtenant to the said Flat as utilization area subject to fluctuation of both areas not more than three to five percent on "-----" in the building **"GRASSLAND"** which flat is more particularly shown delineated and demarcated in red color in annexure C annexed hereto, at or for mutually concluded and agreed lump sum consideration of **Rs. ----- (RUPEES ----- ONLY) excluding expenses for STAMP DUTY, REGISTRATION, SERVICE TAX, VALUE ADDED TAX , GST or any other taxes levied which shall be paid by Purchaser/s separately.** The sale of the said flat is on the basis of Carpet area only. The Purchaser/ Allottee is/are aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately 3% to 5%. The Purchaser/s consents for the same and is/are aware that the consideration being lump sum will not change. The Promoter has agreed to provide the amenities in the said flat which are more particularly described in the annexure **"F"** written hereto. The Purchaser/s agrees not to question or challenge the said consideration, the same having been settled on lump sum basis after considering all aspects and other terms of the agreement. Further, the Purchaser/s is/are given the right of exclusive use of **One Car Park**. The Purchaser/ Allottee further agrees that he/she/they will not challenge any allotment of any parking space made by the promoter to any other Purchaser/s.

(q) Under Section 4 of the Maharashtra Ownership Flats Act, 1963, and/ or /read with section 13 of the Real Estate (Regulation and Development) Act, 2016, as under the Developer is required to execute a written agreement for allotment of a Flat to the

Purchaser/s, being in fact these presents and also to register the same under the provisions of the Registration Act.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. DEVELOPER'S OBLIGATION TO CONSTRUCT BUILDING/S AS PER SANCTIONED PLAN:

1.1 The Vendor/Developer shall construct the building/s consisting of ground and upper floors, on the said property in accordance with the plans, designs and specifications approved by the Town Planning Authority, and which have been seen and approved by the Purchaser subject to such variations, alterations, modifications and changes, as the Developer in its sole discretion may think fit and necessary or as may be required by the Concern Authority / the Government to be made in it or any of it.

1.2 The Purchaser/s hereby accord/s his/her/their irrevocable consent to the Developer for carrying out or making variations, alterations, modifications and changes in the sanctioned plan/s of the building being constructed upon the said property by amalgamating the adjoining lands/plots with it or otherwise and/or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order made by the Collector, Town Planning Authority, planning authority, competent authority or Government officer, at the sole discretion and choice of the Developer provided that the Developer shall have to obtain prior consent of the Purchaser/s if such alterations and modifications adversely affect the construction of the Flat only, which is agreed to be allotted to the Purchaser/s. The Purchaser/s herein shall have no right to withhold such permission and shall give such permission as and when required by the Developer herein.

2. DETAILS OF FLAT AND PAYMENT SCHEDULE:

2.2 Relying on the Purchaser's/ Allottee's representations and the assurances, the Promoter herein has agreed to sell and the Purchaser/s herein agreed to purchase **Flat No.--** ----- admeasuring **Carpet area about ----- Sq. Mtrs AND exclusive right to use of enclosed balcony area about ----- Sq. Mtrs, Terrace having area about ----- Sq. Mtrs., dry balcony having area ---- about Sq. Mtrs and other utility area having area about ----- Square Meters, overall the area about ----- sq. mtrs. (in ----- square feet)** appurtenant to the said Flat as utilization area subject to fluctuation of both areas not more than three to five percent on "-----" in the building "**GRASSLAND**" which flat is more particularly shown delineated and demarcated in red color in annexure C annexed hereto, at or for mutually concluded and agreed lump sum consideration of **Rs. -----** (**RUPEES ----- ONLY**) including the price for proportionate share in the said land and **excluding all expenses for STAMP DUTY, REGISTRATION, SERVICE TAX, VALUE ADDED TAX, GST or any other taxes levied**, which shall be paid by Purchaser/s separately. The sale of the said flat is on the basis of the Carpet area only.

2.2 The Purchaser/s/ Allottee's is/are aware that due to the skirting and variation in plaster, the carpet area may varies. The variation may be approximately 3% to 5 %. The Purchaser/s consents for the same and is aware that the consideration being lump sum will not change. The nature, extent and description of the common areas and facilities are more specifically described hereunder in Schedule II and the Promoter has agreed to provide specifications in the said flat which are more particularly described in the Annexure "E" hereto.

2.3 The Purchaser/s hereby agrees to pay the amount of the aforesaid agreed consideration to the Developer in the following manner:

Rs. -----	Rs. ----- Paid by ----- Dated ----- drawn on -----, BRANCH -----, as earnest money.
Rs. -----	To be paid after completion of Plinth
Rs. -----	To be paid after completion of 1st Slab.
Rs. -----	To be paid after completion of 3th Slab.
Rs. -----	To be paid after completion of 5th Slab.
Rs. -----	To be paid after completion of 7th Slab.
Rs. -----	To be paid after completion of 9th Slab.
Rs. -----	To be paid after completion of 11th Slab.
Rs. -----	To be paid after completion of 13th Slab.
Rs. -----	To be paid after completion of Brick work.
Rs. -----	To be paid after completion of Plaster.
Rs. -----	To be paid after completion of Flooring.
Rs. -----	At the time of Possession and/or at the time when the construction of the said FLAT is completed or the completion certificate is received from the local authority whichever is earlier
Rs. -----	(RUPEES ----- ONLY)

2.1 It is made clear and agreed by and between the parties hereto that the Developer shall not be bound to follow, chronological order of any of the stages of the above said stages/ installments and that the Developer shall be at complete liberty to choose the chronology of the respective stages of the construction. The Purchaser agrees that the Promoter may merge or consolidate two or more Installments in their discretion by simultaneously executing the contemplated work in the said installment.

2.4 That the Purchaser/s/ Allottee's shall pay the aforesaid amount/ installments on its respective stages of installments or within seven days of the receipt of a written intimation from the Developer to the Purchaser/s calling upon the Purchaser/s to make the particular payment/s or installment. The aforesaid payment/s of installments on its respective due dates is the essence of this Agreement. The Architect Certificate for completion of respective stages of construction of building/s shall be conclusive and final and binding upon the Purchaser/s.

3. TERMINATION ON DEFAULT IN PAYMENT AND BREACH OF CONDITIONS:

3.1 The consideration of the said Flat is also arrived on the assurance of the Purchaser to abide by the above payment schedule only and it will not be altered by the Purchaser.

3.2 On the Purchaser/s committing default in payment on respective stages of any of the installments or any other amount due and payable under this agreement (including his/her/their proportionate share of taxes, etc. levied by the concerned authority and any other outgoings) and/or on the Purchaser/s committing breach of any of the terms and conditions of this agreement, the Developer shall, in its sole discretion, be entitled to terminate this agreement;

3.3 Provided always that the power of termination hereinbefore contained shall not be exercised by the Developer unless and until the Developer shall have given to the Purchaser/s a fifteen days prior notice of its intention to terminate this agreement and of the specific breach or breaches (default/s) of the terms and conditions in respect of which it intend to terminate this agreement and unless the Purchaser/s fails or neglects to remedy such breach or breaches within the period of said fifteen days from the receipt of the such notice;

3.4 Provided further that upon termination of this Agreement, the Developer shall refund to the Purchaser/s the amount which may till then have been paid by the Purchaser/s to the Developer with out any interest, and only after forfeiting /deducting **75,000/- (Rupees Seventy Five Thousand)** to cover opportunity lost and towards administration and other

expenses, the Purchaser has irrevocably agreed to the same, only after re-allotment of the said Flat and in the manner of receipt of consideration from new allotted and on such condition the Developer shall be entitled to re-allot the said Flat and/or dispose of or otherwise alienate the same in any other manner as the Developer, in its sole discretion and choice, thinks fit and in any such situation, the Developer shall not be liable to pay any interest on the amount so refunded. The Purchaser shall no claim except for repayment of the amount payable as mentioned above.

3.5 Upon such termination the Developer shall be at liberty to dispose off and allot the said Flat to any such person and at such price as the Developer may, in its discretion, deem fit and proper and in furtherance thereto it shall not be open to the Purchaser/s to restrain the Developer from allotting the said Flat, on whatsoever ground.

4. INTEREST ON THE AMOUNT DUE:

4.1 Without prejudice to the right of the Developer to terminate this agreement in the manner as aforesaid for any breach arising out of any delay in payment of the installments of the consideration on its respective stages and/or any other amount become due and payable under this agreement, the Purchaser/s shall be bound and liable to pay interest as per the State Bank of India's highest marginal cost of lending rate plus two percent per annum within 15 days including compensation, with quarterly rests, on all such amounts which become due and payable by the Purchaser/s to the Developer till the date of actual payment, provided that tender of the principle amount and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Developer under this Agreement nor shall it be construed as condoned of the delay by the Developer.

5. OBSERVANCE OF THE CONDITIONS OF THE SANCTIONED PLANS:

5.1 It is hereby agreed that the Developer and the Purchaser/s shall observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which have been or which may be imposed by the Hon'ble Collector, Town Planning Authority at the time of sanctioning the plans and specifications or any time thereafter or at the time of granting the Completion Certificate.

6. **FLOOR SPACE INDEX / FLOOR AREA RATIO (FSI/FAR)**

6.1 The Floor Space Index (FSI/FAR) in respect of the said property as may be permissible by the Town Planning Authority under DRC. In this Agreement, the word FSI/FAR or Floor Area Ratio shall have the same meaning as understood by the Planning Authority under its relevant building regulations or byelaws. The Developer shall have preferential/pre empty right to utilise the residual or available FSI/FAR or the one increased by reason of any rule/regulation/ enactment or the additional one granted and/or allowed thereunder in respect of or relating to or on the said Land, to which the PURCHASER hereby agrees and shall always be deemed to have agreed.

7. **DISCLOSURE AS TO TITLE:**

7.1 The Developer has made full and true disclosure in respect of the title of the said Property. The Developer has also disclosed to the Purchaser/s nature of its right, title and interest and right to construct building/s upon the said Property. The Developer has also given inspection of all documents of title to the Purchaser/s as required by law. The Purchaser/s having acquainted himself / herself / themselves with all the facts and right of the Developer has entered into this Agreement. The Purchaser/s hereinafter shall not be entitled to challenge or question the title of the said Owners and the right/authority of the Developer in respect of the said Property.

7.2 The Developer hereby also disclose that, by agreement dated 25/11/2015 with "M/s. Platinum Venture" an easementary right i.e. right of way has been given for ingress and egress on 12 meter wide internal Road the from left side of the said property to the adjacent property bearing Survey No. 16 which is to be develop by "M/s. Platinum Venture" and the same is also shown in the sanctioned layout of Collector N.A. **Order No PRH/NA/SR/2586/2015, PUNE DATED 28/12/2015.**

7.3 The Purchaser/s hereby gives his/ her/ their consent and has/have no objection for use of the internal Road and shall not be entitled to raise any objection for the same.

8. **SPECIFICATIONS:**

8.1 The specifications, fixtures and fittings to be provided by the Developer in the building comprising said Flat and common specifications thereof are set out in Annexure "E" annexed hereto, provided that same may be modified/changed to the extent as may become necessary or as may be deemed expedient by the Developer from time to time and in respect therewith or in pursuance thereof, the Purchaser/s shall have no claim by way of compensation or damages, whatsoever.

8.2 No extra specifications, fittings and fixtures shall be provided by the Developer and the Purchaser/s shall not be entitled to demand the same, unless the same is informed in writing in advance before commencement of the respective stage and, if it is possible and accepted by the Developer and subject to advance payment of such extra items to the Developer, as per estimate given by the Developer.

9. **ALLOTMENT OF PARKING SPACE & POSSESSION OF FLAT:**

9.1 It is also understood and agreed by and between the parties hereto that the Developer shall be at liberty to allot, transfer, convey open spaces, parking, lobbies, staircases, terraces, to any person/s of his choice and the same shall belong exclusively to the concerned Purchaser, and the such Purchaser shall be entitled for exclusive use of the said garden space, parking space (approx. 10.33 sqmt)*, terrace space, as the case may be, other than the one agreed to be allotted/ conveyed in this agreement. The Purchaser hereby irrevocably granted and shall be deemed always to have granted his/ her consent for the same.

9.2 It is also understood and agreed by and between the parties hereto that the Developer is entitled to permit to use of Common areas and facilities to all Flat purchasers in the Scheme and shall restrict to use limited common areas and facilities to the other flat purchasers to whom the limited common area and facilities are not granted or allotted as exclusive facility. The above referred Common areas and facilities are listed hereinafter and the list of items of the limited common areas and facilities includes parking, attached garden to the Flats, attached terrace to the flats .Servant quarter, storage areas etc.

9.3 The Developer shall deliver possession of the said Flat to the Purchaser/s as on/before 31/03/2018. If the Developer fails or neglects to deliver possession of the said Flat to the Purchaser/s on account of reasons beyond its control and of its agents, as per the provisions of section 8 of Maharashtra Ownership Flats Act, 1963 by the aforesaid date or the dates prescribed in section 8 of the said Act , and/ or /read with section 13 of the Real Estate (Regulation and Development) Act,2016, then the Developer shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the said Flat with State bank of India highest marginal cost of lending rate plus 2% per annum within 15 days including compensation. Developer received the sum till the date the amounts and interest thereon is repaid, provided that, by mutual consent, the dispute, whether the stipulations specified in Section 8 have been satisfied or not, will be referred to the Competent Authority who will act as an Arbitrator; Provided that the Developer shall be entitled to reasonable extension of time for handing over possession of the said Flat on the aforesaid date, if the completion of building in which the said Flat is to be situated is delayed on account of:

- (i) non-availability of steel, cement, other building material, water or electric supply;
- (ii) war, civil commotion or act of God;
- (iii) any notice, order rule, notification of the Government and/or other public or competent authority or any changes that may be effected hereafter which are relevant to or connected with the subject matter of this agreement;
- (iv) delay in grant of any NOC/permissions/ licenses, connections /installations including services such as electricity and water connections and meters connected therewith or drainage or road NOC's or as well as completion certificate from the appropriate authorities;
- (v) delay or default in payment of dues by the Purchaser/s under these presents (without prejudice to the right of the Developer to terminate this Agreement under clause above);
- (vi) any act beyond control of the Developer.

9.4 The Developer shall not be liable to deliver possession of the said Flat until the Purchaser/s pays all amounts dues and payable to the Developer in pursuance hereof.

10. NOTICE TO PURCHASER/S TO OCCUPY FLAT & DEFECT LIABILITY:

10.1 The Purchaser/s shall take possession of the said Flat within 10 days of the Developer giving written notice to the Purchaser/s intimating that the said Flat is ready for use and occupation: Provided that if within a period of one year from the date of obtaining completion certificate of the said Flat or handing over the possession thereof to the Purchaser/s, whichever is earlier, the Purchaser/s brings to the notice of the Developer any defect in the said Flat or the building in which the said Flat is situated or the material used therein or any unauthorized change in the construction of the said building, then, wherever possible, such defects or unauthorized changes shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Developer reasonable compensation for such defect or change. The word defect hereinabove stated shall mean only the manufacturing defects caused on account of willful neglect of the Developer itself and shall not mean defects caused by normal wear and tear, negligent use of the premises by the Purchaser/s, abnormal fluctuations in the temperatures, abnormal heavy rains, etc. provided however, that it is agreed that the aforementioned liability period of one year shall be deemed to have commenced from the date of obtaining the Completion and/or Occupation Certificate or from the date on which the Developer has given the necessary intimation under this clause, whichever is earlier. Provided further that the Purchaser/s shall not carry out any alterations of whatsoever nature in the said Flat or in the fittings therein, and in particular it is hereby agreed that the purchaser/s shall not make any alterations in any of the fittings, pipes water supply connections or any of the erection in the bathroom as this may result in seepage of the water. If any of such works are carried out without the written consent of the Developer, the defect liability automatically shall become avoid.

11. PURPOSE OR USE OF THE FLAT:

11.1 The Purchaser shall use the said Flat for the purpose it is given and as sanctioned by the Concern Authority and respective authorities and the Purchaser shall be answerable and responsible for any deviation in use of the same. The Purchaser is entitled only to the said Flat hereby agreed to be sold to him and shall not use any open space, passage etc. unauthorisely for such purpose that may cause inconvenience or is objected to or by the

Society / Association or any of its members and also by the Developers till the final Conveyance. The Purchaser/s shall use the parking space (if allotted) only for the purpose for keeping or parking the Purchaser's own vehicles only.

12. FORMATION OF THE FLAT BUYERS ORGANIZATION:

12.1 The Purchaser/s along with other Purchasers of units in the building/s constructed or under construction or to be constructed upon the said property and/or in amalgamation with adjoining properties to which the developer may be entitled, shall join in forming the Flat Buyers Organization either in the nature of the Co.op. Housing Society or Association of Apartment Holders to be known as **"GRASSLAND"** or in such other name/ mode as the Developer may decide and for this purpose and also from time to time sign and execute all the applications for registration and/ or membership and other papers and documents necessary for the formation of the Flat Buyers Organization including the bye-laws thereof and duly fill in, sign and return to the Developer within 15 days of the same being forwarded by the Developer to the Purchaser/s, so as to enable the Developer to form Flat Buyers Organization, as contemplated under section 10 of the said Act within the time limit prescribed by the Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of construction, sale Management and Transfer) Rules 1964 , and/ or /read with appropriate section of the Real Estate (Regulation and Development) Act,2016. The Purchaser/s shall not be entitled to raise any objection in respect of any changes or modifications are made in the draft bye-laws and/ or declaration, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

13. CONVEYANCE:

13.1 Unless prevented by circumstances beyond the control of the respective owners and the Developer, it is agreed that within three years of formation of Flat Buyers Organization, the Developer shall cause to execute the conveyance by way of Sale Deed in favour of the Society or Deed of Apartment in favour of the Flat buyer/s, as the case may be, in accordance with the terms and provisions of this Agreement to the extent as may be relevant, however, subject to payment of all dues, amounts and consideration including stamp duty etc.

13.2 **Developer to have charges till all amount paid:** - That the Developer shall have necessary lien and first charge on the said Flat for all amounts that the Purchaser is liable to pay to them under this Agreement and the Developer shall be entitled to recover and receive the same from the Purchaser and shall be entitled to withhold giving possession subject to the payment thereof and of the other liabilities relating to taxation or otherwise.

14. **OUTGOINGS AND PROPORTIONATE CONTRIBUTION**

14.1 Commencing a week after notice in writing is given by the DEVELOPER to the PURCHASER/S that the said Flat is ready for the use and occupation, the PURCHASER/S shall be liable to bear and pay from the date of completion of construction work of the said Flat, the proportionate share (i.e. in proportion to the floor area of the said Flat) of outgoings in respect of the said Property and building/s namely local taxes, betterment charges or such other levies by the Town Planning 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 thereon.

14.2 The Purchaser/s shall maintain at his/ her own cost the said Flat, fixtures, fittings, elevations, so also exclusive rights relating to area/s and/or facility/ties, sold and granted specifically, if any.

15. **COVENANTS AS TO USAGE AND MAINTENANCE OF FLAT:**

The Purchaser/s with intention to bring all persons into whose hands the said Flat may come, do hereby covenant with the Developer for the said Flat and also for the building in which the said Flat is situated as follows:

15.1 To maintain the said Flat at the Purchaser's own cost in good tenantable repair and conditions from the date of completion certificate or the date on which the said Flat is occupied (whichever is earlier) and shall not do or cause to be done anything in or to the said

Flat or the building in which the said Flat 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 and/ or the building in which the said Flat is situated and the said Flat itself or any part thereof.

15.2 Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction/ structure of the building in which the said Flat is situated or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or is likely to cause damage to the staircase, common passages or any other structure of the said building in which the said Flat is situated and in case any damage is caused to the said Flat or any part of the said building/s in which the said Flat is situated on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequence of the Breach.

15.3 To carry out at his/ her/ their own cost all internal repairs to the said Flat and maintain the said Flat in the same conditions state and order in which it was delivered by the Developer to the Purchaser/s. The Purchaser/s shall not do or cause to be done in or to the building in which the said Flat is situated anything contrary to the rules and regulations and bye-laws of the Town Planning Authority or other public authority. And in the event of the Purchaser/s committing any act or omission in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or public authority.

15.4 Not to demolish or cause to be demolished the said Flat 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 Flat or any part thereof, nor any alterations in the elevation and outside colour scheme of the said building in which the said Flat is situated and shall keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat is situated and shall not chisel or in any manner damage to columns, beams, walls, slabs or RCC parts or other structural members in the said Flat

without the prior written permission of the Developer and/or Flat/Office Buyers Organization.

15.5 Not to demolish or excavate the exterior wall or any portion thereof facing towards the terrace/s of the other units in the building or fix the door/s, window/s or keep the hole/s or opening/s therein in any manner whatsoever or install AC/s or exhaust fan/s in such manner, whereby the privacy of other units having independent terrace/s of the building, would be affected and the Purchaser/s shall be bound and under obligation to take utmost care and caution as may be required for safeguarding, keeping and maintaining privacy of the other units of the building/ Complex, wherein the said Flat is located.

15.6 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 Flat is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance of the said property and building.

15.7 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the premises or any portion of the said property and building in which the said Flat is situated.

15.8 Pay to the Developer within 15 days of demand by the Developer, Purchaser's share of his/ her/ their security deposit as demanded by the Town Planning Authority or Govt. or giving water, electricity or any other services in connection with the building in which the said Flat is situated.

15.9 To bear and pay increase in local taxes, water charges, insurance premium and such other levies, if any, which may be imposed by the Town Planning Authority and/ or Govt. and/ or any other public authority, on account of change of user of the unit by Purchaser/s viz. user for any other purpose than for residential purpose.

15.10 The Purchaser/s shall not licence, let, sub-let, transfer, release, gift, assign or part with Purchaser's interest or benefit factor of this Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser/s to the Developer under this agreement are fully paid up to the Developer and until the Developer has granted his written consent therefor.

15.11 The Purchaser/s shall observe and perform all the rules and regulations and bye-laws of the Flat Buyers Organization and the additions, alterations or amendments thereof that may be made from time to time for better protection and maintenance of the said building and the units therein and for the observance and performance of the building rules, regulations and bye-laws for the time being in force of the Town Planning Authority and/or Govt. and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Flat Buyers Organization regarding the occupation and use of the said Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or to other out-goings in accordance with the terms of this Agreement.

15.12 Till a conveyance of the building/s and the said property in which the said Flat is situated is executed, the Purchaser/s shall permit the Developer and his surveyors and agents with or without workmen and others, at all reasonable time to enter into and upon the said Flat and the said property and building/s or any part thereof to view and examine the state and conditions thereof.

15.13 The Purchaser/s shall not, at any time, demand partition of his/ her/ their interest in the said Flat and/or in the said property and it is hereby agreed and declared that the interests of the Purchaser/s in the said Flat and in the said property and in the building/s thereon is impartable and it is agreed that the Developer shall not be liable to execute and/or cause to be executed any Conveyance or any other documents in respect of the said Flat in favour of the Purchaser/s.

15.14 After possession of the said Flat is delivered to the Purchaser/s, if any additions or alterations on the said property or in respect of the building in which the said Flat is situated are required to be carried out by Town Planning Authority or any Government, local and/or

other statutory authority, the same shall be carried out by the Purchaser/s in co-operation with the other units buyers of the said Property, at their own costs and the Developer shall not, in any way, be liable for the same.

15.15 It is hereby recorded that the consideration factor arrived at between the parties hereto under these presents is suitably priced keeping into consideration the rights and obligations reserved and vested unto each and therefore the Purchaser shall have no right or remedy to defer or deny any obligation or by reduction in the consideration hereunder for any reasons whatsoever.

16. NO GRANT TILL CONVEYANCE:

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said property and building/s or any part thereof till execution of the conveyance as herein mentioned. The Purchaser/s shall, subject to the terms herein, have no claim save and except in respect of the said Flat hereby agreed to be allotted to him/her/ them and all open spaces, parking areas, lobbies, staircases, terraces, recreation spaces etc. shall remain and be deemed to remain the property of Developer until the said property is transferred to the Flat Buyers Organization as herein above mentioned.

17. FORBEARANCE:

Any delay tolerated or indulgence shown or omission on the part of the Developer in enforcing the terms of this Agreement or giving of time to the Purchaser/s by the Developer shall not be construed as waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Developer.

18. REGISTRATION

Purchaser/s and/or the Developer shall present this Agreement as well as the Conveyance of the said property in favour of the Flat Buyers Organization at the proper registration office for registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

19. REIMBURSEMENT OF CHARGES:

Purchaser/s hereby agree/s that in the event of any amount by way of premium, deposit, betterment charges, development tax, educational cess or any other tax or payment of a similar nature becoming payable by the Developer or paid by the Developer to the Concern Authority or by way of transformer charges to MSEDCL, or any other payment due, payable or paid to the State and/or Central Govt. or any other authority by the Developer, the same shall be reimbursed by the Purchaser/s to the Developer in proportion to the area of the said Flat .

20. PAYMENT OF TAXES:

It is agreed between the parties that if any tax, such as work contract tax, all construction related indirect taxes like Sales Tax \ Value Added Tax, and Service Tax and other tax obligation like tax deduction at source under Income Tax Act or any other similar existing of

future tax law will be levied by the Govt. and/ or by any other statutory authorities or become due on account of sale of the said Flat etc. and/ or any other payment incidental to this transaction, then the Purchaser/s shall be liable to pay the same to the Developer as and when it is levied by the Govt. or any other authority provided that any deduction of an amount made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under prevail law while making any payment to the Developers under this Agreement shall be acknowledged / credited by the Developer, only upon purchaser/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. Provided further that at the time of handing over the possession of the said Flat, if any such certificate is not produced, the

purchaser shall pay equivalent amount as interest free deposit with the Developer, which deposit shall be refunded by the Developer on the purchaser producing such certificate within 4 months of the possession. Provided further that in case the purchaser/s fails to produce such certificate within the stipulated period of the 4 months, the Developer shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

21. CHARGES TO BE PAID

a. The purchaser shall be charged **Rs. 2500/- (+ Service Tax/GST)** per month for maintenance of the said flat till formation of Condominium of Apartment, for that purpose the purchaser shall pay **Rs. 30000/- (+ Service Tax/GST)** at the time of possession as a Maintenance charge for the period of one year, i.e. up to formation of the Condominium.

b. This payment will not preclude the Developer to charge/ claim any other amount to cover common maintenance expenses by way of periodic contribution.

c. The said amount shall be maintained by the Developer in a separate account, and shall be used and utilized by the Developer only for common maintenance of the buildings being constructed on the said Property, for a period of 12 months from the date of delivery of possession of the said Flat/Apartment by the Developer to the Allottee.

22. MODE OF PAYMENT:

The Purchaser shall make all the payments to the Developer by Demand Draft only or by local cheques. If the Purchaser makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Developer and to the extent the said amount is credited by deducting the commission of the Bank. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Developer for such advance payments made by the Purchaser or Housing Finance Companies/Banks, etc.

23. ALLOTMENT OF USE OF EXCLUSIVE AREAS IN THE GROUND FLOOR.

23.1 It is agreed by and between the parties hereto that, save as what is stipulated herein, the marginal spaces, open spaces or any portion thereof surrounding or adjacent to the building/s on the ground floor may be exclusively allotted by the Developer to the Purchaser/s of the units or any one or more of them for their exclusive use as per the sole discretion and choice of the Developer. After the conveyance of the said property is executed in favour of the Flat Buyers Organization, if any such spaces or part thereof remains so unallotted, it shall remain the property of the Developer and the Developer shall be entitled to use and occupy the same or allot it or part thereof to any allottee/s/ party, unless otherwise stipulated in the conveyance to be executed in pursuance hereof.

23.2 Upon allotment of the aforementioned spaces to the respective Flat buyers, they shall not be entitled to fence the said exclusive areas. The aforesaid right of exclusive user shall be heritable and transferable along with the respective unit.

24. ALLOTMENT OF USE OF EXCLUSIVE AREAS ON THE TERRACE:

It is also understood and agreed by and between the parties hereto that the Developer shall be at liberty to allot the terrace space of the building, to any intending unit buyer/s for his/her/their exclusive use, to which the Purchaser hereby accord/s his /her /their irrevocable consent for the same.

25. PARKING AREAS:

The parking areas are not common areas and out of parking areas, the Developer is entitled to allot a portion/ space thereof to specific unit buyer/s as per its choice and discretion and subject to such terms and conditions, as may be agreed upon between the Developer and such Purchaser/s.

26. RIGHT OF THE DEVELOPER VIS-À-VIS EXCLUSIVE USE OF EXTERIOR/INTERIOR OF THE BUILDING/S, TERRACE, CAR-PARK OR OPEN SPACES SUBJECT TO CERTAIN CONDITIONS

26.1 Notwithstanding anything contained herein, the Developer has reserved exclusive right to amalgamate the adjoining building plot/s with the said property and revise and modify plans and specifications of the Building/s and use terraces, lobbies, elevators (lifts), open spaces, terrace spaces of the building envisaged to be constructed upon the said property for further construction of such amalgamated building plot/s and allow to use and enjoy all common areas and facilities to the unit buyer/s of such amalgamated building plot/s, to which the Purchaser/s herein accord/s his/her/their irrevocable consent.

26.2 The Developer shall be entitled to use open spaces, top terraces, exterior of the building/s, terraces and such other places/ portion within the said property for displaying hoarding/s, neon sign boards or any other advertisement mode and such other commercial/non commercial use and/or grant licence thereof to any party of its choice notwithstanding the fact that he/ she/ they/ it is/ are not the allottee of any of the Flat/s in the said Property, subject to such terms and conditions and for such consideration as may be agreed upon by and between the Developer and such party.

26.3 It is hereby agreed that the Developer has the exclusive right of allotment of different covered parking spaces, open spaces, terraces, any other built-up area, within the said property or the building constructed thereon either in amalgamation with the adjoining building plots or otherwise or right to develop open spaces therein to any person/s of choice of the Developer on such terms and conditions as it may deem fit and proper, for the exclusive use of such person/s who shall be entitled to acquire, hold, possess and use the same notwithstanding whether such person/s is/ are the holder/s or acquirer/s of the any unit/ unit/ tenement within the building/s envisaged to be constructed on the said property or not. The person/s to whom such terrace/s, covered parking space/s, open space/s, built-up area/s etc. are allotted shall be admitted as the members of the Flat Buyers Organization.

26.4 It is hereby agreed that all lobbies, staircase, elevator, water tank, reservoir (overhead tank), electricity meter box, drainage line and water line shall be the only common areas and facilities in the said property and the building/s to be constructed therein and the Developer shall be entitled to allot, alienate and transfer all other remaining areas of the said property and the building to be constructed thereon or in amalgamation with adjoining building plots including any facilities therein to any other person/s.

26.5 Any exclusive use allotted by the Developer either of the terrace, covered parking space, marginal open space or any other portion shall be subject to the right of the Flat Buyers Organization and its agents to use the same for the specific purpose of maintenance and repairs of the common amenities such as drainage, water and electrical lines, etc. Provided, however, the allottees/ unit-holders shall be entitled to erect their one common T.V. antenna on the top terraces at the reserved by the Developer (the other unit-buyers and the unit holder/s to whom the right of exclusive use of the terrace is allotted).

26.6 Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said Property and the building or any part thereof. The Purchaser shall have no claim save and except in respect of the said Flat hereby agreed to be sold to the Purchaser, and allotted areas such as open spaces, parkings, lobbies *et cetera*, will remain the property of the Promoter until the said Land is conveyed to the ultimate body.

27. NAME OF THE BUILDING/S:

The Developer shall be entitled to name the project or building/s to be developed/ constructed upon the said property under the name and style “**GRASSLAND**” or by such name/mode, as may be solely decided by the Developer and the same shall not be changed without the written consent of the Developer.

28. ADVERTISEMENT OF THE PROJECT:

It is hereby made clear that furniture layout, colour scheme, elevation treatment etc. and the contents written therein, shown/ provided on/ in the Brochure, pamphlet or literature pertaining to the said project are shown/provided/ circulated only for the limited purpose of publicity and the same or any part thereof shall not be construed as any commitment by the Developer nor shall it be binding upon the Developer.

29. CONVEYANCE SUBJECT TO THE TERMS HEREIN

9.1 Notwithstanding anything herein, it is, however, agreed that the conveyance of the said property to be executed in favour of the Society or Apartment Holders, as the case may be, in pursuance hereof shall be subject to the rights vested in the Developer inter alia by virtue of the relevant provision provided herein and the same shall be binding on the unit buyers including purchaser/s herein.

29.2 It is hereby made clear that the Flat Buyers Organization shall be formed and registered under the provisions of the Maharashtra Ownership Flat Act, 1963 and the Real Estate (Regulation & Development) Act, 2016, Rules and Regulations,.

29.3 It is hereby made clear that Developer is entitled to make alterations or modifications in the flats, structures, floors or building and amalgamate it with the adjoining property or vice-versa or to subdivide the same.

30. PURCHASER'S ADDRESS FOR SERVICE OF NOTICES:

All notices to be served on the Purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser/s, by Under Certificate of Posting and/ or by Registered Post at his/ her/ their addresses/esspecified in the title of this Agreement or at the address intimated in writing by the Purchaser/s subsequent to the execution of this Agreement.

31 GENERAL :

31.1 The Developer shall not be responsible for the consequences arising out of change in law or change in Town Planning and other law, rules, regulations etc.

31.2 The Purchaser/s is/ are hereby prohibited from raising any objection in the matter of allotment or sale of any residential/ nonresidential unit, covered car-parking, open space/s, terrace/s or any other built-up area etc. within the said property and the building/s to be constructed thereon to any person/s on the ground of nuisance, annoyance or inconvenience alleged to be caused out of and in the course of carrying of any profession, trade or business

etc. by any such person/s as long as the same is otherwise permitted by law or by any regulation of the Town Planning Authority.

31.3 Save as what is expressly provided herein, nothing, either orally or otherwise, has or shall be deemed to have been agreed by the Developer with Purchaser/s in respect of the subject matter of this Agreement and further there is no implied agreement or covenant on the part of the Developer other than the terms and conditions expressly provided under this agreement.

31.4 Nothing in this agreement shall be deemed to restrict the Developer to assign or otherwise deal with all or any of the Developer's rights, title, interest, benefits and claims in respect of the development of the said Land/said Properties to/ with any third person/s.

31.5 The Purchaser/s hereby gives his/ her/ their consent and has/have no objection for use of the remaining units wholly or in parts for residential and/ or any purpose as may be permissible under law and required by the Developer.

31.6 Before delivery of possession of the said Flat, the Purchaser/s shall satisfy himself/ herself/ themselves about the correctness of the area of the said Flat and about the quality of construction work and specifications/ amenities provided in respect thereto and upon taking over of the possession of the said Flat, the Purchaser/s shall not be entitled to make any complaint therewith and all the rights regarding the same shall be deemed to have been waived.

31.7 The headings provided herein are given for the limited purpose of reference and the same for any part thereof shall not be relied upon for the purpose of interpretation or the meaning hereof.

32. RIGHT OF PROJECT LOAN :

The Purchaser herein have agreed and confirmed that he/they shall allowed to have the said Property mortgaged in favour of any Bank /Financial institution as security for due repayment

of any loan/financial assistance availed by the Developer for the purpose of implementation of the project to be constructed on the said Property. However it is clarified that all cost pertaining to procuring such project loan/financial assistance and repayment thereof, including the interest to be paid to such Bank/Financial institutions shall be born and paid by the Developer alone. No legal liability or responsibility shall devolve upon the Purchaser on account of such mortgage. The Developer shall indemnify and keep indemnified to the Purchaser for any such loss or damage as a result of any breach of the Developer in repayment of such loan and or interest thereon. Further it shall be the sole responsibility of the Developer to clear any such mortgage before transfer of the said Property and buildings thereon to the Ultimate body formed of all the purchasers of flat/units in the said Project.

33. ARBITRATION:

In the event of any dispute and/or differences arising out of and/ or relating to the any matters, touching the terms and conditions of this Agreement, during or after subsistence of this Agreement, including quality of construction work, the same shall be referred to the **Arbitral Tribunal**, / Concerned Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder. **The procedure adopted for the purpose of Arbitration, shall be analogous and/or similar to the one provided by the Code of Civil Procedure, 1908.** The expenses for Arbitration, however, shall be shared by the parties hereto equally. The “territorial jurisdiction” in the event of any dispute and necessity for reference thereof to any Civil Courts, shall be the Civil Courts in Pune District.

34. APPLICABILITY OF ACT: This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flat (Regulation of the promotion of construction, sale, management & transfer) Act, 1963 and Maharashtra Apartment Ownership Act, 1970 and the Real Estate (Regulation & Development) Act, 2016, Rules and Regulations,

35. 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.

SCHEDULE I

(Description of the said Property)

All that piece and parcel of the Property, situated at village **Khadakwasala**, Taluka Haveli, District Pune, within the limits of Zilla Parishad, Pune, Taluka Panchayat Samitee Haveli, and registration Dist, Pune. Sub Registrar, Haveli No. 1 to 26, Pune, the details whereof are as under:

Sr. No	Survey No. Total Ares	Area Hector Are	Name of the Holders/ Owner/s
1	2	3	5
1	15/9 00 H 90 Ares	00=35	Shakuntala Keshav Kolhe Pushpa Mohan Kolhe Saraswati Mahadeo Kolhe and Platinum Properties
2	15/10/1 00 H 07 Ares	00=07	Vilas Kaluram Dedge Vaijayanti Vilas Dedge and Platinum Properties
3	15/10/2 00 H 12 Ares	00=12	Platinum Properties
4	15/11/1 00 H 03 Ares	00=03	Rohidas Kaluram Kolhe and Ramdas Kaluram Kolhe and others and Platinum Properties
5	15/11/2A 00 H 6.5 Ares	00=6.5	Platinum Properties
6	15/11/2B 00 H 6.5 Ares	00=6.5	Urmila Balasaheb Badhe and Platinum Properties
7	15/11/3 00 H 07 Ares	00=04	Ganesh Shashikant Hole
8	15/12/1 00 H 19 Ares	00=15	Neeta Vijay Kolhe and Platinum Properties
9	15/12/2 00 H 07 Ares	00=07	Platinum Properties
10	15/12/3 00 H 22 Ares	00=10.49	Dattatraya Maruti Kolhe Atmaram Maruti Kolhe and Platinum Properties

11	15/12/4 00 H 09 Ares	00=09	Ramdas Kaluram Kolhe Rohidas Kaluram Kolhe Shantaram Krishna Kolhe Jeevan Krishna Kolhe And Platinum Properties
		01=15.49	

In all total Hector 01=15.49 Ares All above the Plots are adjacent each other thus which is bounded by as under:

East - Road.

South - Kirkitwadi – Khadakwasla Road (Panand)

West - S. No. 16, belongs to Maruti Abaji Mate.

North - S. No.15/9 (Part) belongs to Smt. Rukmini Kolhe

Together with easement, appurtenance, pathways, accesses, ingress, egress, hereditaments, trees, water resources, ancillary and other rights relating thereto.

SCHEDULE II

(Description of the Flat)

2.1 The flat under this agreement is **Flat No.----- situated on -----** admeasuring **Carpet area about ----- Sq.Mtrs AND exclusive right to use of enclosed balcony area about ----- Sq. Mtrs, Terrace having area about ----- Sq. Mtrs., dry balcony having area ----- about Sq. Mtrs and other utility area having area about ----- Square Meters, overall the area about ----- sq.mtrs. (in ----- square feet)** appurtenant to the said Flat as utilization area in Wing “-----” in the building known as “**GRASSLAND**”and the said flat is bounded as under:

On or towards East :BY -----

On or towards South :BY -----

On or towards West : BY -----

On or towards North :BY -----

LOCATION : Remaining area at **Khadakwasala**, Taluka Haveli, (Sector No. **27/2**) prescribed by the Town Planning and valuation department.

COMMON FACILITEIS

1) RCC Framed Structure of the building.

- 2) Drainage and water line work.
- 3) Electric meters and water meter/s connected to common lights, water connections, pump set etc.
- 4) Light points outside the building and staircase/s as well as those in the common parking space.
- 5) One water reservoir of adequate capacity with the water pump connected with overhead water tank.
- 6) Lift

RESTRICTED AREA AND FACILITIES

- 1) The parking under stilt, basement, podium area in the building is restricted area and the Developer herein shall have exclusive right to allot the same to the tenement holder in the building,
- 2) The top terrace of the building shall be restricted and the Developer shall have exclusive right to allot the same to the tenement holder in the building
- 3) The open space adjacent to the ground floor tenements are restricted areas and the Developer herein shall have exclusive right to allot the same to the tenement holder in the building.
- 4) All the adjacent terrace in the building as shown in the building plan are restricted area and the Developer herein shall have exclusive right to allot the same to the tenement holder in the building.
- 5) All the areas which are not covered under aforesaid head "Common Area and Facilities" are restricted areas and facilities which include, the marginal open space, terrace, car parking, in the said building is reserved and the Developer herein shall have exclusive right to sell or transfer convey, the same in part or in full to any buyer of the flat, shop, office etc. or to convert the restricted area into Common area or vice versa.

ANNEXURE "A"

Amrutlal J. Shah, Advocate

1187/37, Amey Apartment, Off :Ghole Road, Shivaji Nagar, Pune - 05

Date: 21.02.2014

TITLE CERTIFICATE

On the basis of the relevant documents and revenue record made available and information given to me and subject to whatever stated in my Title Report of even date, I am of the opinion that the said Property described in the Schedule written hereunder are owned by the respective owners as mentioned in Title Report of even date, subject to the development rights thereof vested with **PLATINUM PROPERTIES** (said **Developer**), the same is free from all encumbrance and doubt and the respective owners thereof have clean, clear and marketable title thereto,

The said Developer subject to reservations as mentioned in the said Title Report, is entitled to construct the new building on the said Property, comprising of independent blocks, and sell the same to any desiring purchasers.

Schedule

All that piece and parcel of the Property, situated at village **Khadakwasala**, Taluka Haveli, District Pune, within the limits of ZillaParishad, Pune, TalukaPanchayatSamitee Haveli, and registration Dist, Pune. Sub Registrar, Haveli No. 1 to 27, Pune, the details whereof are as under

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5	15/11/2A	00=6.5	Platinum Properties

	00 H 6.5 Ares		
6	15/11/2B 00 H 6.5 Ares	00=6.5	Urmila Balasaheb Badhe and Platinum Properties
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10	15/12/3 00 H 22 Ares	00=10.49	Dattatraya Maruti Kolhe Atmaram Maruti Kolhe and Platinum Properties
11	15/12/4 00 H 09 Ares	00=09	Ramdas Kaluram Kolhe Rohidas Kaluram Kolhe Shantaram Krishna Kolhe Jeevan Krishna Kolhe And Platinum Properties
		01=15.49	

(Collectively referred to as the **Said Property**)

SPECIFICATIONS

STRUCTURE: Earthquake resistant R.C.C. structure

MASONRY:

- 6" thick brick masonry for external wall,
- 4" or 6" thick brick masonry for internal walls

PLASTER:

- Smooth POP (Plaster of Paris/Neru) Punning finish plaster for internal walls,
Single coat plaster POP (Plaster ofParis) Punning finish for ceilings
- Sand face plaster for external walls

FLOORING:

- 2' X 2' Vitrified tile flooring in all rooms
- 1' x 1' anti skid ceramic tile flooring for toilets, dry balconies and terraces
- Designer ceramic tiles for toilet up to 7' Feet height.

DOOR AND WINDOW FRAMES:

- Water Proof Flush Doors
- Oil Paint for all Doors
- Laminated Main Door and Door Frame

WINDOWS:

- 2-track powder coated aluminum sliding windows and safety grills

KITCHEN: Granite top kitchen platform with SS sink

TOILETS:

- Pressure tested concealed plumbing
- CP fittings with hot and cold mixer and shower panel
- Ceramic sanitary wares

ELECTRIFICATION:

- Concealed electrification with circuit breaker
- Branded Modular switches
- Fire retardant copper wiring
- Single phase power supply

PAINTING:

- Oil bond distemper for internal walls and ceilings
- Paint for external walls
- Oil paint for M.S. work

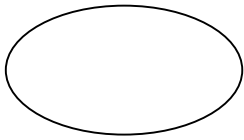
ANNEXURE "F"

LIST OF AMENITIES

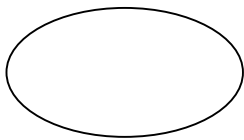
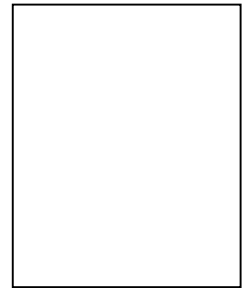
1. Podium Garden
2. Club House Area
3. Relaxation Benches
4. Children's Play Area
5. Landscaped Garden
6. Jogging Track
7. Temple
8. Gen set back-up for Lift & Common Area
9. Solar Water Heating System

- 10. Fire Fighting System
- 11. Lobby with Designer Entrance
- 12. Rain Water Harvesting
- 13. Sewage Treatment Plant

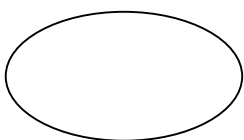
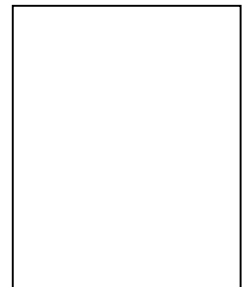
In witness whereof the parties hereto have signed, sealed and delivered to each other this Agreement on the date hereinbefore first mentioned.



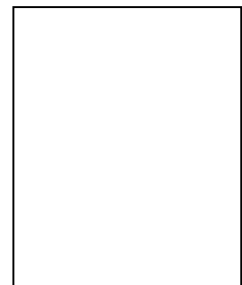
1) MR.VENKAT SOPANRAO BIRADAR
Being a Partner of **Platinum Properties** and
also being a Constituted Attorney
of Owners/Consenting Party

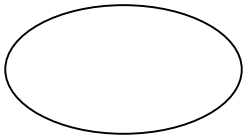


2) MR. ARUN JAGANNATH SHINDE
Being a Partner of **Platinum Properties**



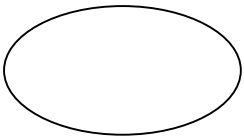
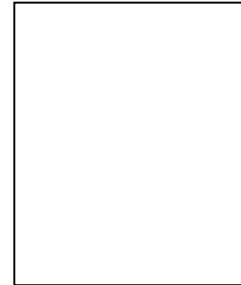
3) MR. SANDEEP SHANKARRAO SATAV
Being a Partner of **Platinum Properties**
“The Vendor/ Developer”





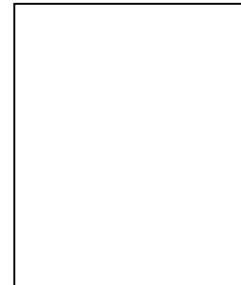
MR. -----

The Purchaser/ Allottee"



MRS. -----

The Purchaser/ Allottee"



Witnesses :

1) Name : -----

Address :-----

Signatory :

2) Name -----

Address :-----

Signatory :

From :

Name :-1. MR/MRS. _____

AGE : _____ PAN NO _____ OCCUPATON _____

2. MR/MRS. _____

AGE : _____ PAN NO _____ OCCUPATON _____

Address :- _____

Cell Phone No. _____

Email : - _____

To,

M/s. PLATINUM PROPERTIES,
4 SHANTI PLAZA, BEHIND HOTEL ROOPALI, F C ROAD, PUNE

SUBJECT: -APPLICATION FOR ALLOTMENT OF FLAT

REFERENCE: RERA REGISTERED PROJECT NUMBER

_____ /date_____

Dear Sir,

1. I intend to purchase a residential flat/unit as detailed below in the above referred scheme being executed by your firm M/s. (name of the builders firm)_____ at site and location of (*address of the project and name*)_____.

NAME OF THE PROJECT : GRASSLAND

BUILDING NAME :

FLAT NO. :

PHASE NO. :

AREA :

I wish to purchase the abovementioned flat on the following terms of offer : -

(i) **Cost of the Flat Rs. _____**

(ii) Stamp Duty / Registration to be paid by me i.e. Flat Purchaser as per the Present Rules and the Rules that may be modified from time to time by Government.

(iii) I shall pay an amount of Rs._____ (Rupees _____ only) being Maintenance charges/deposit 15 days prior to taking possession of the Flat.

- (iv) Price for covered parking for ___ Cars Rs. _____/- (Rupees _____ Only) to be paid by me i.e. Flat Purchaser.
- (v) GST/Service Tax @ % on Cost of Flat mentioned above or the service as may be decided by the Government from time to time will be paid by me i.e. The Flat Purchaser.
- (vi) GST/ VAT @ % on Cost of Flat mentioned above or the vat as may be decided by the Government from time to time will be paid by me i.e. The Flat Purchaser.
- (vii) Any other tax like GST on the on Cost of Flat will be paid by me as and when demanded.

2. In token of my intention I hereby deposit as an advance with you an amount of Rs. _____/-Cheque No. _____ dated _____ Bank _____, Branch _____ for allotment of the Flat of the description stipulated in the foregoing paragraph.

3. I assure you and undertake to execute the prescribed agreement of the said Flat under the RERA Act 2016 and the rules made thereunder by the State of Maharashtra called as "The Maharashtra Real Estate (Regulation and Development)(Regulation of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules 2017.", within 30_(or any period to be mentioned here) days from the date of this application, by making payment of the appropriate instalment i.e. Rs. _____/- and the stamp duty and registration fees and proportionate service tax, and full amount of vat as prescribed.

4. I understand and agree that your acceptance of our application / earnest money along with this offer letter is not an agreement and it shall not be treated as an agreement or contract, oral or otherwise for sale of any flat. **I understand that if I do not execute agreement as mentioned above within 30 days from the date of of this application, then this application shall be treated as withdrawn by me or rejected by you, and you will be at liberty to allot the said flat to any person of your choice, and the application money paid by me today shall be collected by me without any interest thereupon from your office.** I agree that your decision in this regard shall be final and binding on me.

Yours Faithfully

(_____)
FLAT PURCHASER

PUNE

Date:

Received the Application

For _____ M/S PLATINUM PARTNER PROPERTIES MR.