

ALLOTMENT LETTER

Date:

To,
Mr.
Mrs.
Address,
.....
E-mail address:.....

Dear Sir / Madam,

You have shown your interest in purchasing an Apartment (details of Apartment is more particularly described hereinbelow) in our project _____, situated at Survey No. _____, at village _____, Taluka _____, District _____. We have accepted your offer on following terms and conditions;

APARTMENT PARTICULARS	
APARTMENT No.	
FLOOR	
CARPET AREA	-----sq.mt. carpet
USABLE FLOOR AREA OF ENCLOSED BALCONY	----- sq.mt.
USABLE FLOOR AREA OF ATTACHED BALCONY	----- sq.mt.
USABLE FLOOR AREA OF TERRACE	----- sq.mt.
TOTAL USABLE FLOOR AREA OF APARTMENT	----- sq.mt.
COVERED PARKING SPACE for 4 wheeler	No. -----,

TOTAL PRICE AND PAYMENT PLAN		
Price of Apartment		Rs.
Agreement Cost		
PAYMENT SCHEDULE		
On or before execution of Agreement	10.00%	
Within 2 weeks after the execution of Agreement	20.00%	
On Completion of the Plinth of the building	15.00%	
On Completion of 2nd Slab above the Plinth	05.00%	
On Completion of 4th Slab above the Plinth	05.00%	
On Completion of 6th Slab above the Plinth	05.00%	
On Completion of 8th Slab above the Plinth	05.00%	

On Completion of 12th Slab above the Plinth	05.00%	
On completion of the walls, internal plaster, floorings of the said Apartment	05.00%	
On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level, doors and windows of the said Apartment.	05.00%	
On completion of the external plumbing and external finishing, elevation, terraces with waterproofing, of the building	05.00%	
On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, paving of appurtenant land	10.00%	
At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of completion certificate, whichever is earlier	05.00%	
Grand Total	100.00%	

OTHER CHARGES PAYABLE BY ALLOTTEE ON OR BEFORE EXECUTION OF AGREEMENT		
Stamp Duty- 5%		
Registration Charges- 1% Or Rs. 30000/- (Whichever is lower)		
GST - @.....%		
Miscellaneous Registration Expenses		
Legal cost, Charges and Expenses		
Charges for formation and registration of the Society		
Deposit towards Water and other utility and services connection Charges		
Deposits of electrical receiving and Transformer/ Sub Station provided in Layout		
Total		

AMOUNTS PAYABLE BY THE ALLOTTEE ON OR BEFORE DELIVERY OF POSSESSION OF THE APARTMENT	
Deposit towards provisional monthly contribution towards Outgoings of Society and Maintenance charges for 12 months from the date of possession	
GST (@18%) on the maintenance Charges(if applicable)	
Total	

TERMS AND CONDITIONS:

1. Issuance of this non-transferable Allotment Letter to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee signs and delivers the Agreement with all the schedules (Copy attached) along with the payments due as stipulated in the above Payment Plan within 30 (thirty) days from the date of this Allotment Letter; and appears for registration of the Agreement before the concerned Sub- Registrar as and when intimated by the Promoter. This Allotment Letter is not meant or be treated or deemed to be as Agreement as contemplated under provisions of law.
2. If the Allottee(s) fails to execute and deliver to the Promoter Agreement within 30(thirty) days from the date of this Allotment letter and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter within the aforesaid 30 days, then the Promoter shall serve a notice to the Allottee by email/by hand/by Post (RPAD)/by courier on the address given by the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application/Allotment of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount/ token amount shall be returned to the Allottee without any interest or compensation whatsoever.
3. Unless agreement is entered into by the applicant, no right of any nature is conferred or intended to be conferred by this Letter on the applicant.
4. All taxes, cess, charges or levies under any concerned statute shall be borne and paid by the Purchaser, over and above price of the Apartment.
5. I/ We am/ are aware of the complete details of the project and made this advance payment against option to buy, at his/ her/ their own discretion and decision. I / We has / have been shown and given copy of sanctioned plans, layout plans, alongwith specifications, approved by the competent authority. I / We has / have confirmed that the above mentioned plans, specifications etc. are displayed at the site.
6. Any Financial Scheme offered is subject to the approval of Banks.
7. Before applying for the option to buy the customer must read and approve the Agreement to Sale which the Developer is willing to execute for the sale of the Flat.
8. The proposed Purchaser is intimated to take full and free inspection of the Flat/ Project before the execution of Agreement to Sale of the Flat and copies of documents have been provided to the proposed Purchaser/s.
9. The Developer shall give the possession of the Flat to the Purchaser on or before _____ from the date of execution of the Agreement with grace period of 6 months and any delay covered under Force Majeure shall be excluded from the said period and the grace period.
10. Booking amount of the Flat is 10% of the Basic Flat Cost, which can be paid by a Cheque/ Bankers Cheque/ Credit Card/ RTGS/ NEFT and the same will be adjusted as part consideration after the allotment is confirmed on execution & registration of Agreement to Sell of the Flat. The proposed Purchaser shall be liable to pay the cheque return charges & cheque clearing charges.

11. If the cheque/DD is not honoured/ paid within a reasonable time, due to whatsoever reason, then the option to buy shall stand automatically cancelled.
12. If the proposed Purchaser is doing self-funding, then he/ she/ they needs/ need to pay the due amount as per payment schedule within 45 days from the option to buy along with all Post Dated Cheques (at the time of Registration) as per CLP (Construction Linked Plan).
13. If the proposed Purchaser/s is/are opting not to buy the said Flat, the proposed Purchaser/s agree/s for receiving the amount, after deducting following amount on account of administration and documentation charges without any interest.
 - a. Cancellation within 30 days- Rs 25000/- per Flat
 - b. Cancellation within 90 days -- Rs. 50,000/- per Flat
 - c. Cancellation after 90 days -- Rs 1,00,000/- per flat
15. If the proposed Purchaser opting for loan, he/ she/ they should obtain loan sanction letter within 30 days from the option to buy and register the Agreement to sale within 45 days. If the Purchaser fails to do so then interest would be charged @ 15% or Developer would cancel the option to buy with cancellation charges. The Developer holds the right to cancel the option to buy of the Purchaser on failure of payments as per the payment schedule.
16. The proposed Purchaser is fully aware of the total cost he/ she/ they has/ have to pay for buying the Flat, along with registration charges, service tax, stamp duty, VAT and other applicable taxes, if any, and undertakes to make the balance amount on due dates, without fail, if opts to buy. The said VAT and Service Tax shall be subjected to the change in taxes as per State Government and Central Government.
17. The proposed Purchaser shall always allow the PCMC Authorities or any other concerned authority for the purpose of drainage, water health, MSEDCCL etc. and shall have no claim in respect thereof. All such easement rights are presumed to be given to PCMC Authority and other local authorities by the Developer.
18. Developer will be applying to the concerned authorities for giving separate water connection for the scheme and electricity meters and connections for MSEDCCL supply connections from the concerned department. If the said Authorities / Departments fail to supply water to the said project within reasonable time the Developer shall not be held responsible for the same and the proposed Purchaser hereby consents for any temporary arrangement that may be made, determined & decided by the Developer. In case the concerned Authority fails to supply the water to the said project then the temporary arrangements for supply shall become permanent arrangement and the proposed Purchaser/s shall pay the charges for the same at actuals as may be decided by the Developer. If the MSEDCCL / concerned Authority fails to supply electrical connection and electricity to the said project within reasonable time then in such case the Developer may provide electrical supply through a sub meter or may arrange the supply of electricity through any other temporary arrangement due to which or if there is improper supply of electricity the Developer shall not be held responsible for the same and the proposed Purchaser hereby consents for any temporary arrangement that may be made, determined & decided by the Developer. The proposed Purchaser shall be liable to pay charges for the said facilities at actuals. The Developer shall be entitled to deduct any dues of such proportionate or entire charges payable by the Proposed Purchaser for the above mentioned expenses from maintenance deposit or any deposit accounts for which the

Proposed Purchaser/s hereby give/s consent.

19. The Purchaser before applying for option to buy has been informed and is aware of all the facilities & amenities which shall be provided in the Project .

21. The Purchaser agrees to timely receive any relevant communication/ offers via Phone, Emails or SMS.

22. The terms and conditions set out in the Agreement to Sale will be final on the Purchaser.

23. Any dispute will be subject to jurisdiction of civil courts in Pune only.

24. The Purchaser hereby agree to abide by all terms and conditions as mentioned above and confirm that the details mentioned in above are true and correct to the best of my knowledge.

I / We have read, understood, accepted and agreed for the above mentioned contents, payment plan, terms and conditions.

Allottee's Signature 1) _____ 2) _____

_____ (PROMOTER)

Mr.

Senior Executive/Assistant Manager-Sales sign: _____

AGREEMENT TO SALE

This Agreement made at..... this..... day of..... in the year Two Thousand

BETWEEN

M/S. VITTHAL PROPERTIES, a partnership firm, registered under the Indian Partnership Act, 1932, having its office at Survey No. 175/1/1C, Wakad, Pune 411057 through its partner **ASHOK SOPANRAO NIMHAN**, age about 53 years, of House No. 214, Pashan, Pune 411 021. hereinafter called as the **"DEVELOPER/ PROMOTER"**, which expression shall, unless it be repugnant to the context or meaning thereof, mean and include all its partners, their respective heirs, successors, legal representatives, administrators and assigns, ... of the **ONE PART**,

AND

MR.

AGE : **YEARS, OCC. :**,

MRS.

AGE : **YEARS, OCC. :**

Add :

....hereinafter called as the **"ALLOTTEE"**, which expression shall, unless repugnant to the context or meaning thereof shall mean and include its plural, his/her/their heirs, successors, executors, administrators and assigns, ... of the **OTHER PART**,

WHEREAS by an Development Agreement dated 15/06/2015 duly registered in the office of sub registrar Haveli 22 at Serial No. 6153/2015 and Power of Attorney dated 15/06/2015 is duly registered in the office of Sub registrar Haveli No. 22 at serial No. 6154/2015, executed between **SBRI, VITTHALRAO SOPANRAO NIMHAN, MRS. KALPANA VITTHALRAO NIMHAN, MR. PRASHANT VITTHALRAO NIMHAN, MR. MILIND VITTHALRAO NIMHAN** (hereinafter

referred to as "the Original Owner") of the One Part and the Promoter of the Other Part (hereinafter referred to as "the Development Agreement"), the Original Owner granted to the Promoter development rights to the piece or parcel of freehold land lying and being at Village Wakad, Tal. Mulshi, Dist. Pune in the Registration Sub-District of Mulshi/Haveli admeasuring 00 Hector 38.50 Ares sq. mts., or thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as "the project land") and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney;

WHEREAS,

- a. The land bearing Survey No. 175/1 was owned by Shivram Sahadhu Kalate, who died on 11.11.1956, leaving behind son Patilbuwa Shivram Kalate, name of the said son was recorded vide mutation entry no. 1488 dated 29.09.1957,
- b. Said Patilbuwa Shivram Kalate sold the land Survey No. 175/1 along with Survey No. 127 to Sopanrao Ranoji Nimhan by Deed of Sale dated 05.02.1975, registered in the Office of Sub Registrar Maval at the Sr.No. 176/1975 on the same day, the name of the said Sopanrao Ranoji Nimhan was recorded vide mutation entry no.2184 dated 31.07.1975.
- c. There was partition between Sopanrao Ranoji Nimhan and his three sons Laxmanrao Sopanrao Nimhan, Vithal Sopanrao Nimhan and Ashok Sopanrao Nimhan, in respect of Survey No. 175 and 127 of Village Wakad, Taluka Mulshi, Dist Pune, as per the order passed by the Tahasildar Mulshi in the case No.SLG/112/87 dated 17.07.1987 under section 85 of the Maharashtra Land Revenue Code 1966, in the said partition Survey No.175/1/1D admeasuring Hectare 1.41 Ares, is given in to the share of Owner, said effect was recorded vide mutation entry 3413, dated 19.07.1987,

- d. There was again Partition, between three brothers Laxmanrao Sopanrao Nimhan, Vitthal Sopanrao Nimhan and Ashok Sopanrao Nimhan, by Deed of Partition dated 09.10.2006, registered in the Office of Sub Registrar Haveli No.4 at the Survey No.6866/2006 on the same day, and in the said Partition land bearing Sr. No. 175/1/1C admeasuring 01 Hectare 41 Ares confirmed into the share of the owner Shri Vitthalrao Sopanrao Nimhan. In the proceedings under the Urban Land (Ceiling and Regulation) Act, 1976, in case No.472NI dated 02.11.2000, the Competent Authority, Pune Urban Agglomeration, Pune, held that the provisions thereof, are inapplicable inter alia to the said Land
- e. The area admeasuring 00 H 25 Are is hereby transfer by Vitthalrao Nimhan to M/s. Manav Developers by an development agreement dated 18/01/2002 duly registered at Sub-registrars office at Sr. No. 5719/2002 but effect of development agreement is not given to revenue records till today therefore Land admeasuring 1 H 16 Are out of total land admeasuring 1 H 41 Are is owned by Mr. Vitthalrao Sopanrao Nimhan & his family.
- f. Thereafter a partition suit was filed by Mr. Prashant Vitthalrao Nimhan son of Vitthalrao Nimhan and subsequently a compromise decree was passed on 12/04/2014 in civil partition suit No. 76/2014 by a Hon. Civil court and accordingly the area admeasuring 00 H 38.50 Are is owned by Vitthalrao Sopanrao Nimhan, area admeasuring 00 H 38.50 Are is owned by Mr. Prashant Vitthalrao Nimhan and area admeasuring 00 H 39 Are is owned by Mr. Milind Vitthalrao Nimhan.
- g. The Owners herein by Development Agreement and Power of Attorney both dated 15/06/2015, registered in the office of Sub.Registrar, Haveli No.22, at the serial No. 6153/2015 and 6154/2015 on the same day, granted development rights of portion admeasuring "00 Hectare 38.50 Ares", out of land bearing Survey No. 175/1/1C, total admeasuring Hectare 1.41 Ares,

assessed at Rs.3.50 ps., situated at village Wakad of City of Pimpri Chinchwad, Taluka Mulshi, District Pune, within the limits of the Registration District of Pune, Sub.Registrar, Haveli and the Municipal Corporation of the City of Pimpri Chinchwad more particularly described and mentioned in SCHEDULE I (said Plot) in favour of Developer, so also agreed to convey their respective rights unto and in favour of the ultimate purchasers, as contemplated by the Maharashtra Ownership Flats Act, 1963,

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter is in possession of the project land
AND WHEREAS the Promoter has proposed to construct on the project land (here specify number of buildings and wings thereof)..... having
..... (here specify number of Basements./podiums/stilt and upper floors)

AND WHEREAS the Allottee is offered an Apartment bearing number ____ on the floor, (herein after referred to as the said "Apartment") in the ____ wing of the Building called (herein after referred to as the said "Building") being constructed in the _____ phase of the said project, by the Promoter

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at..... No
..... authenticated copy is attached in Annexure ' F')

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to

enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority The Municipal Corporation of the City of Pimpri Chinchwad also acting as the Planning Authority under the Maharashtra Regional and Town Planning Act, 1966 sanctioned the plans for construction of the buildings on the said PLOT for the purpose of residence and other ancillary uses vide commencement certificate No. BP/WAKAD/21/2015, dated 25/02/2015, The Collector, Pune District vide his order dated 23/04/2015 bearing No. P.M.C./C.A./10/2015 also permitted non-agricultural use of the said Land for the purpose of residence under section 44 of the Maharashtra Land Revenue Code, 1966, have been annexed hereto and marked as Annexure C-1.

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

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

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

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

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No _____ on _____ floor in wing _____ situated in the building No _____ being constructed in the _____ phase of the said Project,

AND WHEREAS the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at DO..... ;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable)

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. The Promoter shall construct the said building/s-consisting ofbasement and ground/ stilt, / podiums, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- 1a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the type Of carpet area admeasuring sq. metres on floor in the building /wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs/- (.....Only) including Rs/- (.....Only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith, (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces

should be shown separately),

1 (b) The total aggregate consideration amount for the apartment is thus Rs
/- (.....Only)

1(c) The Allottee has paid on or before execution of this agreement a sum
 of Rs/- (.....Only) as advance payment or
 application fee and hereby agrees to pay to that Promoter the balance amount
 of Rs/- (.....Only) in the following manner :-

TOTAL PRICE AND PAYMENT PLAN		
Price of Apartment		Rs.
Agreement Cost		
PAYMENT SCHEDULE		
On or before execution of Agreement (Including Advance paid at the time of booking)	10.00%	
Within 2 weeks after the execution of Agreement	20.00%	
On Completion of the Plinth of the building	15.00%	
On Completion of 2nd Slab above the Plinth	05.00%	
On Completion of 4th Slab above the Plinth	05.00%	
On Completion of 6th Slab above the Plinth	05.00%	
On Completion of 8th Slab above the Plinth	05.00%	
On Completion of 12th Slab above the Plinth	05.00%	
On completion of the walls, internal plaster, floorings of the said Apartment	05.00%	
On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level, doors and windows of the said Apartment.	05.00%	
On completion of the external plumbing and external finishing, elevation, terraces with waterproofing, of the building	05.00%	
On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, paving of appurtenant land	10.00%	
At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of completion certificate, whichever is earlier	05.00%	
Grand Total	100.00%	

- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Cess, GST (SGST, CGST and IGST) or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].
- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1 (f) It is specifically agreed and understood between the parties hereto that, the agreed consideration of the Said Apartment has been fixed by the parties hereto by considering the set off of GST as may be applicable from time to time and the Promoter has already passed on the benefit of set off of GST to the Allottee/Purchaser. It is therefore agreed between the parties hereto that the Promoter shall be entitled to get the set off/credit of the GST paid on these presents and the Allottee/Purchaser/s shall not have any claim over the same.
- 1 (g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any

increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee 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 1 (a) of this Agreement.

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

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is..... square meters only and Promoter has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project.

- 3.1 Notwithstanding anything contained anywhere in this Agreement, the Allottee/Purchaser hereby declares, confirms and agrees as follows :-
The Developer/Promoter has reserved all its rights to amalgamate and/or sub-divide the said Land and/or any other abutting/adjoining pieces of land to which the Developer/Promoter may be entitled to in law.
- 3.2 The Developer/Promoter has also reserved all its rights to use, utilize and consume basic Floor Space Index ("FSI") pertaining to the said Land and/or such other adjoining/abutting pieces of land to which the Developer/Promoter may be entitled to, so also to use the same in the manner and at the location as may be exclusively decided by the Developer/Promoter.
- 3.3 The Developer/Promoter shall be entitled to compensation from the Allottee/Purchaser in case any obstruction or impediment of any nature raised to or for the development of the said Land and/or other pieces of land adjoining to the said Land either by amalgamation and/or sub-division and/or consumption of FSI for any building thereon, by and on behalf of the Allottee/Purchaser, without prejudice to the rights of the Developer/Promoter to terminate this agreement on such obstruction or impediment raised by the Allottee/Purchaser.
- 3.4 The project "Bhuvi" being large, the Developer/Promoter shall be developing the said land by constructing. There would be development, construction, amenities, site development and other incidental activities continuing on the said Land till completion of the entire project.
- 3.5 The Developer/Promoter shall also be entitled to amend, alter and/or revise the layout, building layout and/or building plans as may be found required for use, utilization and consumption of the FSI originating from the physical area of the said Land and/or additional such FSI by way of TDR or floating or otherwise, according to phases or otherwise, as may be permissible under the concerned Development Control and Promotion Regulations, 2017 for PMC ("DCPR 2017")

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to

pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of 20.... . If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be

liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment 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.
- (iii) non-availability or scarcity of any building material or finishing articles.
- (iv) any other reasons beyond the control of the Developer/Promoter.

- 7.1 Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2** The Allottee/Purchaser shall take possession of the said Apartment within 7 (seven) days of the Developer/Promoter giving written intimation to the Allottee/Purchaser intimating completion of the construction of the said Apartment. At the time of delivery of possession of the said Apartment, the Allottee/Purchaser shall also execute such other documents such as possession receipt, declaration etcetera, as might be required by the Developer/Promoter.
- 7.3 Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as

prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business. (*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

8.1 The Developer/Promoter shall be at liberty to grant and allot right to exclusive use any sanctioned, demarcated parking space; covered or under stilt or open, attached terrace to the given apartment to, attached to and inseparable from the given apartment. The concerned apartment allottee/purchaser shall be entitled to exclusive use thereof.

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society 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 Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee 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.

- 9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- 9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land 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 project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs/- (.....Only) per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter 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. On such conveyance/assignment of lease being

executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, 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 proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

(iv) Rs.....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs.....for deposits of electrical receiving and Sub Station provided in Layout

11. The Allottee shall pay to the Promoter a sum of Rs..... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter 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,

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect

of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any

manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- 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 Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or

suffer to be done anything in or to the building in which the Apartment is situated or the Apartment 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 Allottee committing any act in contravention of the above provision, the Allottee 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 Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the 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 Apartment 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 Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment 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 Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, 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 Apartment 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 Apartment by the Allottee for any purposes

other than for purpose for which it is sold.

- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments 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 Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment 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 in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges

and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

- 16.1 The purchaser hereby grants his/her consent that all the amenities and common areas except allotted individual car parking areas or other areas which will be constructed in project "BHUVI" (Wing A phase-I) shall be shared with other members of project to be constructed in future on the plot No. 2 and 3 in original partition of S. No. 175/1/1C. The maintenance of common amenities or common areas shall be proportionately borne by all the purchasers/members in "BHUVI" as well as the flat purchasers of future buildings.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the * [Apartment/1] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when

intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

22. 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make

any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in

_____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at PUNE.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

1. MR.

Address

Notified Email ID:..

(PAN NO.)

2. MR.

Address

Notified Email ID:..

(PAN NO.)

M/S. VITTHAL PROPERTIES

Address

Notified Email ID:..

(PAN No.)

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

28. JOINT ALLOTTEES

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

29. Stamp Duty and Registration :- The charges towards stamp duty and

Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution :- Any dispute between parties shall be settled amicably.

In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune Civil Courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Pune in the presence of attesting witness, signing as such on the day first above written.

DUTY PARTICULARS

LOCATION: The said property is located at Wakad in S.No. 175 of city of Pimpri Chinchwad, as described in Sector 11/9, of the Annual Ready Reckoner, 2017, prescribed by the Town Planning and Valuation Department of Pimpri Chinchwad.

APPLICATION: The Agreement relates to the Residential Flat, under the Maharashtra Ownership Flats Act, 1963 are applicable. The stamp duty as provided for under the Bombay Stamp Act, 1958 on the market value is paid herewith.

VALUATION:

Prescribed- Flat sq.mt. x Rs./- per sq.mt. = Rs./-

Attached terrace- sq.mt. x (40% of Rs...../-) i.e

Rs...../- per sq.mt. = Rs./-

Stilt parking space - sq.mt. x Rs.(25% of Rs./- i.e. Rs./-) = Rs./-

Total : Rs...../- X 1.2 =/-

Say Rs...../-

Total Rs./-

Agreed Rs./-

STAMP DUTY: Rs...../-

Note (in the event of the prescribed value is more than the agreed price)

The agreed rate is true and correct market price of the said Flat. The stamp duty on the difference between the agreed price and the value prescribed, has been paid under protest.

SCHEDULE I

All that piece of portion admeasuring "Hectare 1.16 Ares", out of land bearing Survey No.175/1/1C, admeasuring 00 Hectare 38.50 Ares, assessed at Rs.3.50 ps., situate at village Wakad of City of Pimpri Chinchwad, Taluka Mulshi, District Pune, within the limits of the Registration District of Pune, Sub.Registrar, Haveli No.5 and the Municipal Corporation of the City of Pimpri Chinchwad and which is bounded by as under:

East	...	Survey No.174
South	...	Survey No. 175/2
West	...	Survey No. 175/1/1D of Ashok Sopanarao Nimhan
North	...	Survey No. 175/1/1C, Plot No. 2

SCHEDULE II

(description of the said "FLAT")

All that Residential Flat No. _____ ;

Carpet Area : sq.mt. (..... sq.ft)

Attached Terrace : sq.mt. (..... sq.ft.)

Floor :

Building / Wing No. :

Parking No. : _____ No.

in the building known as "BHUVI" '.....' - Building " " being constructed on the plot together with fixtures, fittings, facilities, amenities, exclusive facility (if specifically agreed to), and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto, and as delineated in the floor map annexed hereto..

SPECIFICATIONS:

- 0.8mt. X 0.8mt. / 0.60mt. X 0.60mt.VITRIFIED FLOORING FOR FLAT
- EARTHQUAKE RESISTANT RCC FRAMED STRUCTURE CONFIRMING TO IS CODE
- ACRYLIC EMULSION FOR INTERNAL WALLS AND CEMENT PAINT FOR OUTSIDE SURFACE
- TERRACES FOR LIVING / DINING & DRY BALCONY FOR KITCHEN
- POWDER COATED ALUMINIUM SLIDING WINDOWS WITH M.S. GRILL AND MOSQUITO NET IN BEDROOM
- KITCHEN - GRANITE TOP WITH S.S. SINK AND PROVISION FOR WATER PURIFIER & EXHAUST FAN.

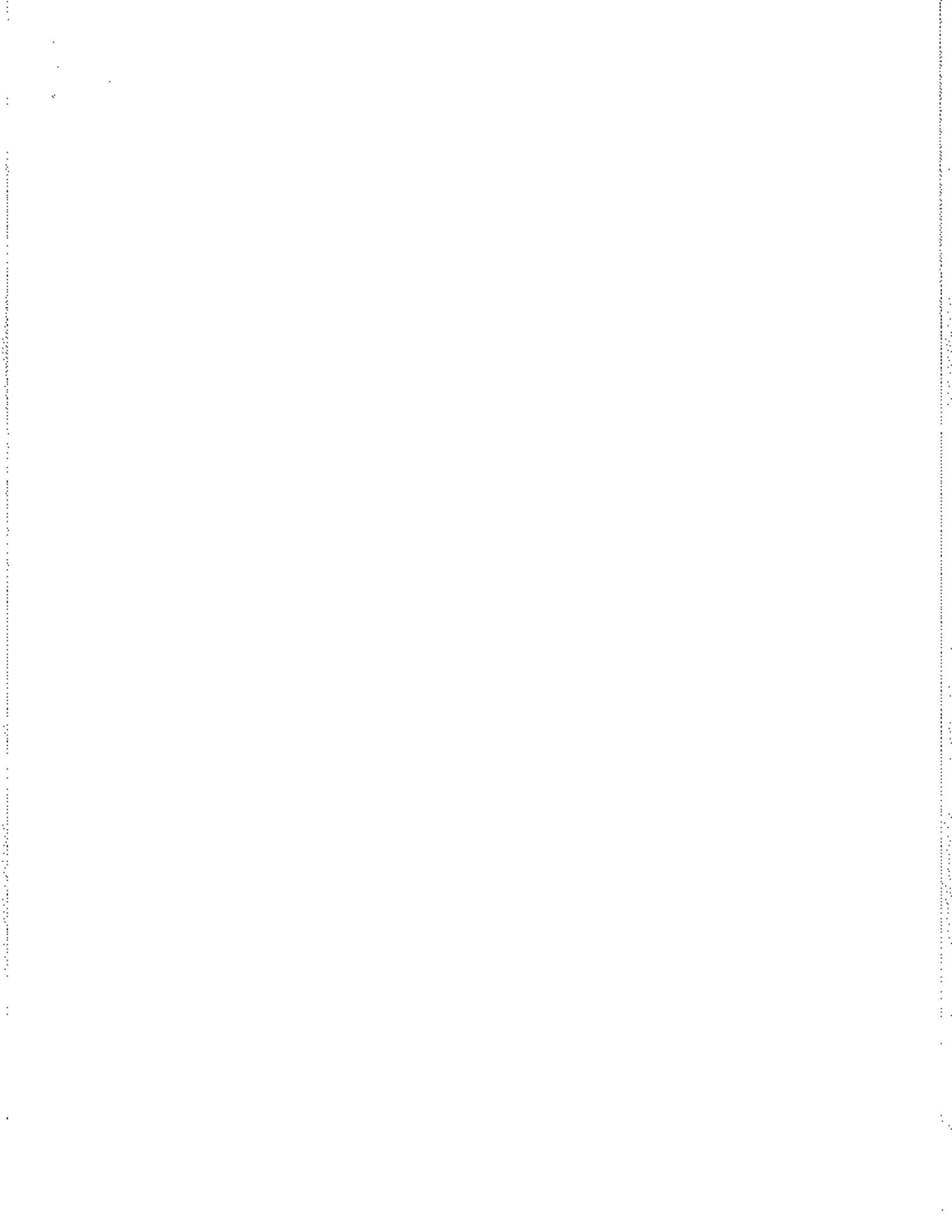
- PLY WOOD / WOODEN DOOR FRAMES WITH LAMINATED PANEL, MAIN DOOR.
- CONCEALED COPPER ELECTRICAL WIRING WITH BRANDED MODULAR SWITCHES FOR TELEPHONE AND T.V. POINT IN LIVING ROOM AND MASTER BED ROOM, AC PROVISION IN MASTER BED ROOM
- PROVISION FOR INVERTER
- BRANDED CP FITTINGS AND SANITARYWARE
- VIDEO DOOR PHONE
- SOLAR HOT WATER SUPPLY IN MASTER BATHROOM

COMMON AMENITIES FOR COMFORT & STYLE

- LANDSCAPED GARDEN AND CHILDREN PLAY AREA
- SWIMMING POOL & TODDLERS POOL FOR CHILDREN.
- EXCLUSIVE/BRANDED RESIDENTS LIFT
- INTERCOM SYSTEM CONNECTING ENTIRE COMPLEX WITH TELEPHONE CONNECTIONS
- BROADBAND CONNECTIVITY (PROVISION)
- RAIN WATER HARVESTING
- GENSET BACK-UP FOR LIFTS AND COMMON AREAS
- CAR WASH (PROVISION)
- POSH ATTRACTIVE ENTRANCE LOBBY
- INTERNAL ROADS OF TRIMIX / PAVING BLOCKS WITH STREET LIGHTS WITH ENTRANCE GATE AND SECURITY CABIN.
- PROVISION FOR 24 HOURS WATER SUPPLY (PCMC DRINKING & DOMESTIC WATER).

Limited Common Areas and Facilities

1. Partition walls between the two units shall be limited common property of the said two units.
2. The ground floor units shall be entitled to exclusive use of open spaces and land adjoining to them respectively as and also the Develops/Promoter reserve the rights to allot the use of the open spaces at its discretion and as shown in the plan hereto annexed.
3. Covered / open scooter parks and car parks and terrace on top of building and portions there of will be allotted to specific unit purchaser/s by the Developer/promoter as per their discretion or retained by the Developers/ Promoter.
4. Terraces adjacent to the terrace flats and above the building shall exclusively belong to such respective flats if so specifically allotted by the Developers/ promoter.
5. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.
6. Parking spaces under stilts of the building and parking spaces in open land shall be allotted to specific purchasers by the Developer / Promoter as per their discretion or may be retained by the Developers/ Promoter.
7. Passages and toilets / W.C.s which are not the part of specified units may be exclusively allotted to those units who have access through such passages or adjacent to such toilets/W.C.s for their exclusive or limited common use only as per the discretion and option of Developers/ Promoter.



1. Nitin S. Kokate, Advocate

"Venu" Bungalow, S. No. 120, Balaji Mandir Road, Off, Sas road, Pashan, Pune 411021.

Date 16/07/2015

CERTIFICATE

I have investigated the title of the Owner to the property more particularly described in SCHEDULE.I, given above. I also caused the search to have been taken in respect of the said Land. I also perused the documents of title and extracts of revenue record. I have also seen the commencement certificate/s to commence the construction of the building to the said Developer granted by the Pimpri Chinch wad Municipal Corporation.

On perusal of relevant documents and information, I am of the opinion that the said Land is free and marketable, and the Owner (as described in the title of this agreement above), are entitled thereto.

By virtue of the Development Agreement, the Developer is authorised, empowered, entitled to develop the said Land by constructing a building thereon, comprising of independent residential blocks, commonly referred to as the "Ownership scheme", and to enter into this agreement to sell.

sd/-

N.S. Kokate

Advocate

CONSENT LETTER BY THE PURCHASER

I, the Purchaser herein, do hereby accord my consent for the Developer to effect any changes, revisions, renewals, alterations, modifications, additions et cetera in the layout of the said land (described in SCHEDULE.I written herein above) and/or building and/or structures on the said land and/or amalgamation of the said Land with any other land to which the Developer may be entitled to.

the Developer shall have and has retained all rights to amalgamate with the said PLOT any other abutting or adjoining piece/s of land to which it may be entitled to with all rights to use, utilise and consume the FAR/FSI originating from the physical area of the said PLOT so also the additional FAR/FSI by way of TDR by availing the same from the market, as is and to the extent permissible under the DC Regulations of City of Pimpri Chinchwad, framed under the Maharashtra Regional and Town Planning Act, 1966, by adding to the floors of the building/s and/or by putting up separate/ independent building/s as the case may be.

The Purchaser hereby, grants his/ her consent for change/ modification/ alteration of building plans in case the same is required to be done under any rule, regulation, enactment in force or to be enforced or in case the same is felt required by the Developer, including for using, utilising and consuming the FAR/FSI by way of TDR,

I, the Purchaser herein, further accord my "no objection" for the Municipal Corporation of City of Pimpri Chinchwad to accordingly pass such layout/s or plans, as may be submitted by the Developer. I, the purchaser herein, have no objection for the remaining construction of existing Building.

However, the construction of the said Flat agreed to be purchased by me shall not be adversely affected.

(Purchaser)

In witness whereof, the parties hereto have signed and executed this **AGREEMENT TO SELL** on the date and at the place herein before first mentioned.

Parties	Signature
Ashok Sopanrao Nimhan (for himself and duly authorized partner of M/s. Vitthal Properties under the power of attorney dated 15/06/2015, registered in the office of the Sub-Registrar, Haveli No. 22, at serial No. 6154/2015) M/S. VITTHAL PROPERTIES (PAN No. AAKFV8136E)	
1. MR. (PAN NO.) 2. MRS. (PAN NO.) Purchaser/s	
<u>Witnesses:-</u>	
1) Name : Address :	
2) Name : Address :	

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B' FLOOR PLAN
OF THE APARTMENT

ANNEXURE- A

Name of the Attorney at Law/Advocate,

Address :

Date :

No. RE. :

ANNEXURE-B

(Authenticated copies of Property Card or extract Village Formis VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

ANNEXURE-C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE-E

(Specification and amenities for the Apartment),

ANNEXURE -F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority) Received of and from the Allottee above named the sum of Rupees on execution of this agreement towards Earnest Money Deposit or application fee

I say received.

The Promoter/s.

By order and in the name of the Governor of Maharashtra, R. K. DHANAWADE,
Deputy Secretary to Government.