



॥ Shree Ganeshay Namha ॥

Allotment Letter

Date: _____

To,
Mr. _____
Mrs. _____
Address _____

E-mail address: _____

Dear Sir / Madam,

You have shown your interest in purchasing an Apartment/Flat (details of Apartment/flat is more particularly described herein below) in our project known as “-----” to be constructed on the land herein below mentioned, on _____ **Floor** admeasuring _____sq. mtrs., (____sq. ft.) in carpet area, including terrace admeasuring about____sq. mtrs., (____sq. ft.) and as shown in the plan annexed hereto being constructed on area rea admeasuring 00 Hectare 48.50 Are plus Pot Kharaba admeasuring 00 Hectare 26 Are total area admeasuring 00 Hectare 74.50 Are assessed at 00 Rupee 64 Paise out of the land bearing Survey No. 28/3/1 admeasuring 00 Hectare 79 Are plus Pot Kharaba admeasuring 00 Hectare 26 Are total area admeasuring 01 Hectare 05 Are assessed at 01 Rupee 05 Paise of Village SUS, Taluka MULSHI, District PUNE, 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. We have accepted your offer on following terms and conditions;

APARTMENT/FLAT PARTICULARS: -

1.	Apartment/Flat No.	
----	--------------------	--

2.	Floor No.	
3.	Carpet Area: _____Sq. Mtrs.	
4.	Enclosed Balcony: _____Sq. Mtrs.	
5.	Open Balcony/Terrace: _____Sq. Mtrs.	
5	COVERED PARKING SPACE for 4 wheeler No. _____	
6	TOTAL CONSIDERATION AND PAYMENT SCHEDULE OF THE FLAT	
7	Consideration of Flat Rs. _____	
8	Price of covered car parking Rs. _____	
9	Agreement Cost	

PAYMENT SCHEDULE

Sr. No.	Amount	Particulars
(i)		<i>10% of the total consideration) to be paid to earnest money</i>
(ii)	Rs. _____	<i>not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.</i>
(iii)	Rs. _____	<i>not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment / Flat is located</i>
(iv)	Rs. _____	<i>not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment / Flat is located</i>
(v)	Rs. _____	<i>not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment / Flat</i>
(vi)	Rs. _____	<i>not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment / Flat</i>

(vii)	Rs._____	<i>not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment / Flat is located</i>
(viii)	Rs._____	<i>not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirement, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment / Flat is located</i>
(ix)		<i>against and at the time of handing over of the possession of the Apartment / Flat to the Allottee / Purchaser /son or after receipt of occupancy certificate or completion certificate.</i>
		Total Consideration

OTHER CHARGES PAYABLE BY ALLOTTEE ON OR BEFORE EXECUTION OF AGREEMENT

1	Stamp Duty- __%	
2	Registration Charges- ____%	
3	Service Tax - @ %	
4	Vat and/or GST - @__%	
5	Miscellaneous registration expenses	
6	Legal cost, charges and expenses	
7	Share money, application entrance fee of the Society	
8	Charges for formation and registration of the Society	
9	Deposit towards Water and other utility and services connection Charges	
10	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 Rs._____ X _____ Sq. ft total usable area X for...24 months Plus GST on the maintenance Charges(or as applicable) Total of Rs. _____.

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/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 there with including the booking amount/ token amount shall be returned to the Allottee without any interest or compensation whatsoever.
3. Minimum token amount should be equivalent to Rs.1,00,000/- out of the Agreement cost, which shall be retained as interest free *bonafide refundable*

deposit

4. Unless agreement is entered into by the applicant/Allottee no right of any nature is conferred or intended to be conferred by this Letter on the applicant/Allottee.
5. All taxes, cess, charges or levies under any concerned statute shall be borne by the Allottee/Purchaser, over and above the consideration of the Apartment/flat.
6. The Allottee/Purchaser has received the floor plan & specification, of the said Apartment/flat at the time of booking and has no confusions whatsoever about the same and the allottee/purchaser would not change the option confirmed by us on the date of booking.
7. In case of cancellation of the booking by the Allottee for any reason whatsoever, the Promoter shall be entitled to deduct minimum compensation amount of Rs. 50,000/- out of the amount paid by the Allottee against the said booking and balance amount shall be returned within a period of 30 days from the date of cancellation of booking without any interest. The Promoter shall also not be liable to refund the amount of GST/Taxes/Cess or other levies such as stamp duty/registration fees in any paid and deposited with the concerned State and Central Govt. Authorities.

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

1) _____

2) _____

Allottee's Signature

M/S. SAFFRON DEVELOPERS through its partner/s

[1] MR. YASHWANT SHANKARRAO NIMHAN,

[2] MA. HRISHIKESH YASHWANT NIMHAN,

[3] MA. ABHISHEK YASHWANT NIMHAN,

PROMOTER



॥ Shree Ganeshay Namha ॥

Agreement To Sell

THIS AGREEMENT TO SELL IS MADE AND EXECUTED ON THIS ____ DAY OF THE MONTH OF JULY OF THE YEAR 2020 AT PUNE.

BETWEEN

M/S. SAFFRON DEVELOPERS, **PAN: ADTFS9779G**, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having its office at:-Survey No. 28/3/1, Village-Sus, Taluka-Mulshi, District-Pune, through its partners (1) **MR. YASHWANT SHANKARRAO NIMHAN**, Age:- 49 years, Occupation:- Business, **PAN :** **ABOPN9442J** (2) **MR. HRISHIKESH YASHWANT NIMHAN**, aged about 25 years, occupation: Business, **PAN : AOWPN3563R** (3) **MA. ABHISHEK YASHWANT NIMHAN**, aged about 25 years, occupation: business, **PAN : AOWPN3562Q** all residing at: of Flat No. B/2, 705, Survey No.16B/2, Satyam Shivam Society, Pashan, Pune 411 008 ...hereinafter called as “**OWNER / DEVELOPER / PROMOTER**”, 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 FIRST PART**,

AND

[1] -----, Age: - ----- years, Occupation:- -----, **PAN: -----**
----- AADHAAR NO: -----, Mobile No: -----email ID:-----
----- [2] -----, Age: - ----- years, Occupation:- -----
-----, **PAN: -----** AADHAAR NO: -----, Mobile No: -----
-----email ID:-----, both residing at: -----
---...hereinafter called as the “ **ALLOTTEE/PURCHASER/S**”, 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**

- a. **WHEREAS**, the land bearing Survey No. 28, Hissa No. 3 admeasuring 07 Ekar 34 Gunthe + Pot Kharaba admeasuring 00 Ekar 26 Gunthe totally admeasuring 08 Ekar 20 Gunthe assessed at 06 Rupees 13 Aana of Village-SUS, Taluka-MULSHI, District-PUNE, hereinafter referred to as “the said entire land” was originally owned and possessed by Shripati Bhau Golande and his name was recorded to 7/12 extract of the said land vide mutation entry no. 747.
- b. **AND WHEREAS**, as per provisions of enforcement of Weights and Measures Act, 1958 & Indian Coinage (Amendment) Act, 1955 the area and assessment of the said entire land was converted into 03 Hectares 19 Ares + Pot Kharaba admeasuring 00 Hectares 26 Ares totally admeasuring 03 Hectares 45 Ares assessed at 06 Rupees 82 Paise and the said effect was given vide mutation entry no. 1575 to the record of rights i.e. 7/12 extracts of the said entire land.
- c. **AND WHEREAS**, Mr. Shripati Bhau Golande and others sold area admeasuring 02 Hectare 40 Are to various purchasers and accordingly as per their purchase area separate 7/12 extracts came into existence vide mutation entries nos. 2225 to 2231, 2252 to 2275, 2335, 2430 and area retained by Mr. Shripati Bhau Golande is numbered as Survey No. 28, Hissa No. 3/1 admeasuring 00 Hectare 79 Are plus Pot Kharaba admeasuring 00 Hectare 26 Are total area admeasuring 01 Hectare 05 Are assessed at 01 Rupee 05 Paise of Village-SUS, Taluka-MULSHI, District-PUNE. hereinafter referred to as “the said land”
- d. **AND WHEREAS**, on 11th October 1993, partition taken place by and between Mr. Shripati Bhau Golande along his family members in respect of the said land and others land. The said Deed of Partition was duly registered in the office of Sub-Registrar, Mulshi (Paud) at serial no. 2597 on 11/10/1993, However, the effect of the said partition Deed was not taken in the 7/12 extract of the said land.
- e. **AND WHEREAS**, Shripati Bahusaheb Golande died on 20/06/1995 leaving behind legal heirs, four sons viz (i) Vishnu Shripati Golande, (ii) Maruti Shripati Golande, (iii) Nivrutti Shripati Golande, (iv) Namdev Shripati Golande, wife viz. (v) Dhondabai Shripati Golande, and one married daughter Bayadabai Sambhaji Botre and their names are mutated vide mutation entry no. 3254 to the record of rights i.e. 7/12 extracts of the said land.
- f. **AND WHEREAS**, Mr. Namdev Shripati Golande, Vishnu Shripati Golande, Narayan Vishnu Golande, Bhamabai Vishnu Golande, Bebi Arjun Angre, Shobha Chandrakant Kanase, Rohini Balasaheb Gulunjakar, Sangita Vijay Barane, Maruti Shripati Golande, Santosh Maruti Golande, Sujata Bajirao Khese, Surekha Balasaheb Khese, Minakshi Namdev Golande, Dhonabai Shripati Golande and Bayadabai Sambhaji Botre sold area admeasuring 00 Hectare 27 Are out of the

said land to Mrs. Sharadabai Murlidhar Kshirsagar & Mrs. Aruna Manik Kshirsagar vide registered Sale-Deed dated 09/12/1996, which is duly registered in the office of Sub-Registrar, Mulshi (Paud) at serial no. 5586 on 09/12/1996, Accordingly, names of Mrs. Sharadabai Murlidhar Kshirsagar & Mrs. Aruna Manik Kshirsagar were recorded on the record of rights i.e. 7/12 extract of the said land vide mutation entry no.4292. However due to mistake in the name of Mrs. Aruna Manik Kshirsagar was corrected by executing Correction Deed dated 05/12/2005 which is duly registered in the office of in Sub-Registrar, Haveli No. 19 at serial no. 4459/2005 on 05/12/2005 and said correction also carried out on 7/12 extract of the said land vide mutation entry no. 5386.

- g. **AND WHEREAS**, Mr. Namdev Shripati Golande, Vishnu Shripati Golande, Narayan Vishnu Golande, Bhamabai Vishnu Golande, Bebi Arjun Angre, Shobha Chandrakant Kanase, Rohini Balasaheb Gulunjakar, Sangita Vijay Barane, Maruti Shripati Golande, Santosh Maruti Golande, Sujata Bajirao Khese, Surekha Balasaheb Khese, Minakshi Namdev Golande, Dhonabai Shripati Golande and Bayadabai Sambhaji Botre sold area admeasuring 00 Hectare 06 Are out of the said land to Mr. Manik Murlidhar Kshirsagar vide registered Sale-Deed dated 09/12/1996, which is duly registered in the office of Sub-Registrar, Mulshi (Paud) at serial no. 5587 on 09/12/1996, Accordingly, name of Mr. Manik Murlidhar Kshirsagar were recorded on the record of rights i.e. 7/12 extract of the said land vide mutation entry no. 4327.
- h. **AND WHEREAS**, Mr. Namdev Shripati Golande, Vishnu Shripati Golande, Narayan Vishnu Golande, Bhamabai Vishnu Golande, Bebi Arjun Angre, Shobha Chandrakant Kanase, Rohini Balasaheb Gulunjakar, Sangita Vijay Barane, Maruti Shripati Golande, Santosh Maruti Golande, Sujata Bajirao Khese, Surekha Balasaheb Khese, Minakshi Namdev Golande, Dhonabai Shripati Golande and Bayadabai Sambhaji Botre sold area admeasuring 00 Hectare 41.05 Are out of the said land to Mr. Manik Murlidhar Kshirsagar vide registered Sale-Deed dated 26/03/1997, which is duly registered in the office of Sub-Registrar, Mulshi (Paud) at serial no. 1554 /1997 on 22/07/2005, The less stamp duty is paid on 17/06/2005 on said Sale-Deed. Accordingly, name of Mr. Manik Murlidhar Kshirsagar were recorded on the record of rights i.e. 7/12 extract of the said land vide mutation entry no. 5290.
- i. **AND WHEREAS**, Mr. Manik Murlidhar Kshirsagar, Mrs. Sharadabai Murlidhar Kshirsagar, Mrs. Aruna Manik Kshirsagar with the consent of M/s. Silicon Valley Realtors through its proprietor Priyanka Pradipkumar entered into Development Agreement and Power of Attorney dated 24/08/2005 in respect of area admeasuring 00 Hectare 74.05 Are out of the land bearing Survey No. 28/3/1 of Village-SUS, Taluka-Mulshi, District-PUNE with M/s Sagar Construction

Company, a registered partnership firm by its partners Mr. Sachin Rikhablal Bhandari & Mr. Sagar Rikhablal Bhandari and entrusted development & transfer rights. The said Development Agreement and Power of Attorney is duly registered in the office of Sub-Registrar, Haveli No. 14 at serial nos. 5771/2005 and 5772/2005 respectively on 26/08/2005.

- j. **AND WHEREAS**, M/s. Hrishikesh Developer through its proprietor Mr. Shankarrao Eknath Nimhan entered into Agreement for transfer of Development rights dated 08/02/2006 in respect of said property with M/s Sagar Construction Company, a registered partnership firm by its partners Mr. Sachin Rikhablal Bhandari & Mr. Sagar Rikhablal Bhandari with the consent of Mr. Manik Murlidhar Kshirsagar, Mrs. Sharadabai Murlidhar Kshirsagar, Mrs. Aruna Manik Kshirsagar through their attorney holder Mr. Sachin Rikhablal Bhandari. The said Agreement for transfer of Development rights is duly registered in the office of Sub-Registrar, Haveli No. 19 at serial no. 1250/2006 on 20/02/2006.
- k. **AND WHEREAS** , M/s Sagar Construction Company, a registered partnership firm by its partners Mr. Sachin Rikhablal Bhandari & Mr. Sagar Rikhablal Bhandari with the consent of Mr. Manik Murlidhar Kshirsagar, Mrs. Sharadabai Murlidhar Kshirsagar, Mrs. Aruna Manik Kshirsagar through their attorney holder Mr. Sachin Rikhablal Bhandari also executed Irrevocable Power of Attorney dated 20/02/2006 in respect of the said said property in favour of M/s. Hrishikesh Developer through its proprietor Mr. Shankarrao Eknath Nimhan. The said Irrevocable Power of Attorney is duly registered in the office of Sub-Registrar, Haveli No. 19 at serial no. 1251/2006 on 20/02/2006.
- l. **AND WHEREAS**, for just and sufficient reasons Mr. Manik Murlidhar Kshirsagar, Mrs. Sharadabai Murlidhar Kshirsagar, Mrs. Aruna Manik Kshirsagar through their attorney holder Mr. Sachin Rikhablal Bhandari with the consent of M/s Sagar Construction Company, a registered partnership firm by its partners Mr. Sachin Rikhablal Bhandari & Mr. Sagar Rikhablal Bhandari executed Sale-Deed dated 07/12/2012 in respect of said property in favour of M/s. Hrishikesh Developer through its proprietor Mr. Shankarrao Eknath Nimhan. The said Sale-Deed is duly registered in the office of Sub-Registrar, MULSHI No. 15 at serial no. 10816/2012 on 07/12/2012. However, the area in the said Sale-Deed is more than Development Agreement, accordingly name of Mr. Shankarrao Eknath Nimhan as the proprietor of M/s. Hrishikesh Developer is recorded on the record of rights i.e. 7/12 extract of the said property vide mutation entry no. 7936. Thus, Mr. Shankarrao Eknath Nimhan as the proprietor of M/s. Hrishikesh Developer became absolute owner and possessor of the said property.

- m. **AND WHEREAS**, Mr. Shankarrao Eknath Nimhan as the proprietor of M/s. Hrishikesh Developer executed Gift-Deed dated 01/03/2018 in favour of Mr. Yashwant Shankarrao Nimhan, Mr. Hrishikesh Yashwant Nimhan & Ma. Abhishek Yashwant Nimhan in respect to the said property. The said Gift-Deed dated 01/03/2018 is duly registered in the office of Sub-Registrar, MULSHI No. 15 at serial no. 2501/2018. Accordingly, name of Mr. Yashwant Shankarrao Nimhan, Ma. Hrishikesh Yashwant Nimhan & Ma. Abhishek Yashwant Nimhan are recorded on the record of rights i.e. 7/12 extract of the said property vide mutation entry no. 9690. Thus Mr. Yashwant Shankarrao Nimhan, Ma. Hrishikesh Yashwant Nimhan & Ma. Abhishek Yashwant Nimhan became absolute owners and possessors of said property.
- n. **AND WHEREAS**, Mr. Yashwant Shankarrao Nimhan, Mr. Hrishikesh Yashwant Nimhan & Ma. Abhishek Yashwant Nimhan have sold and transferred the captioned property vide Sale-Deed dated 01/03/2019 to M/s. Saffron Developers, a partnership firm through its partners Mr. Yashwant Shankarrao Nimhan, Mr. Hrishikesh Yashwant Nimhan & Ma. Abhishek Yashwant Nimhan. The Sale-Deed dated 01/03/2019 is duly registered in the office of Sub-Registrar, Haveli No. 15 at serial no. 3253/2019 on 01/03/2019.
- o. **AND WHEREAS**, by virtue of aforesaid Sale-Deed the Promoter herein became absolute owner and possessor of the said land and has right to develop the said land by constructing multistoried building, consisting of residential flats and to sell the same on ownership basis to the prospective purchasers.
- p. **AND WHEREAS**, the said promotor prepared building plan and submitted for sanction to Pune Metropolitan Regional Development Authority (PMRDA) and Pune Metropolitan Regional Development Authority (PMRDA) has approved and issued Commencement Certificate No. **BMU/MAUJE-SUS / S.NO. 28/3/1/PRA.KRA.1188/ 18-19** dated **13/12/2018** and revised Commencement Certificate No. **BMU/MAUJE-SUS/S.NO. 28/3/1 / PRA.KRA.1424/ 18-19** dated **24/07/2019**.
- q. **AND WHEREAS**, the Promoter accordingly commenced the development of the said land construction of the buildings thereon, under the supervision of **Aman Inamdar, Direction Next Design Studio** the Architects who has drawn the plans, registered with the Council of Architects, and the structural engineer, who has drawn drawings for structures thereof, appointed by the Promoter,
- r. **AND WHEREAS**, the Promoter accordingly would be constructing building of number of floors comprising of number of residential flats on the said land, by using, utilizing and consuming

the Floor Area Ratio 0.78 / Floor Space Index ("FAR/FSI") originating from the physical area of the said land, framed under the Maharashtra Regional and Town Planning Act, 1966,

- s. **AND WHEREAS**, the Allottee / Purchaser /s has applied to the Promoter for allotment of an Apartment / Flat No. ----- (Type 2BHK) admeasuring ----- sq. meters (Carpet Area as per RERA) along with Enclosed Balcony admeasuring ----- sq. meters and Open Balcony admeasuring ----- sq. meters on ----- (-----) floor in Wing----- of the building/project known as "AMBER" being constructed in the land bearing Survey No. 28/3/1 of Village Sus, Taluka-Mulshi, District-Pune (said project),
- t. **AND WHEREAS**, the carpet area of the said Apartment/Flat No. ----- as per RERA is ----- sq. meters and "carpet area" means the net usable floor area of an apartment / flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment / Flat for exclusive use of the Allottee / Purchaser /s or verandah area and exclusive open terrace area appurtenant to the said Apartment / Flat /s for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment / flat.
- u. **AND WHEREAS**, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulation contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- v. **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 Pune under No. **P52100019905**;
- w. **AND WHEREAS**, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment/flat with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- x. **AND WHEREAS**, 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 / Purchaser /s hereby agrees to purchase the (Apartment/flat) and the covered parking (if applicable) (more particularly described in Schedule hereunder written)

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

1. **SANCTIONED LAYOUT AND BUILDING PLANS:** The Promoter shall construct the said building/s consisting of **basement, Ground, Stilt and 12 (TWELVE)** upper floors on the project land in accordance with the plans, designs, plans and specifications as approved and revised by the concerned local authority from time to time which are enclosed herewith.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee / Purchaser /s in respect of variations or modifications which may adversely affect the Apartment /flat of the Allottee / Purchaser /s except any alteration or addition required by any Government authorities or due to change in law.

1(a) **DESCRIPTION OF FLAT AGREED TO BE SOLD TO THE PURCHASER :**

- (i) The Allottee / Purchaser /s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee / Purchaser /s , Apartment / Flat No. -----**(Type 2BHK) admeasuring ----- sq. meters (Carpet Area as per RERA) along with Enclosed Balcony admeasuring ----- sq. meters and Open Balcony admeasuring -----sq. meters on ----- floor in Wing----- of the building/project known as “AMBER”** (hereinafter referred to as “the Apartment / Flat ”) as shown in the Floor plan thereof hereto annexed and marked Annexures **C-1 and C-2** for the consideration of **Rs. -----** -----, being the proportionate price of the common areas and facilities appurtenant to the flat, the nature, extent and description of the common areas and facilities which are more particularly described in the **Schedule-B** annexed herewith.

- (ii) The Promoter hereby agrees to the Allottee / Purchaser /s to Exclusive right to use freely allotted **one single covered Car parking space** situated and being constructed in the layout.

- 1(b) **CONSIDERATION:** The total aggregate consideration amount for the apartment / flat is **Rs. -----** -----**Only)**

1(c) The Allottee/Purchaser/s has paid on or before execution of this Agreement a sum of [1] -----, [as advance payment or application fee or booking amount towards the consideration of the said Flat and hereby agrees to pay to the Promoter the balance amount of consideration to the tune of Rs.----- (Rupees ----- Only) in the following manner: -

Sr. No.	Amount	Particulars
(i)	Rs. -----/-	to be paid to the Promoter at the time of Booking
(ii)	Rs. -----/-	to be paid to the Promoter before the execution of Agreement
(iii)	Rs. -----/-	to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment / Flat is located.
(iv)	Rs. -----/-	to be paid to the Promoter on completion of 2 nd slabs including podiums and stilts of the building or wing in which the said Apartment / Flat is located
(v)	Rs. -----/-	to be paid to the Promoter on completion of 4 th slabs of the building or wing in which the said Apartment / Flat is located
(vi)	Rs. -----/-	to be paid to the Promoter on completion of 6 th slabs of the building or wing in which the said Apartment / Flat is located
(vii)	Rs. -----/-	to be paid to the Promoter on completion of 8 th slabs of the building or wing in which the said Apartment / Flat is located
(viii)	Rs. -----/-	to be paid to the Promoter on

		<i>completion of 10th slabs of the building or wing in which the said Apartment / Flat is located</i>
<i>(ix)</i>	Rs. -----/-	<i>to be paid to the Promoter on completion of 12th slabs of the building or wing in which the said Apartment / Flat is located</i>
<i>(x)</i>	Rs. -----/-	<i>to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment / Flat</i>
<i>(Xi)</i>	Rs. -----/-	<i>to be paid to the Promoter on completion of the Sanitary fittings, staircases, lobbies upto the floor level of the said Apartment / Flat</i>
<i>(Xii)</i>	Rs. -----/-	<i>to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment / Flat is located</i>
<i>(xiii)</i>	Rs. -----/-	<i>to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment / Flat is located</i>
<i>(xiv)</i>	Rs. -----/-	<i>against and at the time of handing over of the possession of the Apartment / Flat to the Allottee / Purchaser /s.</i>
<i>(xv)</i>	Rs. -----/-	<i>amount to be deducted by PURCHASER towards TDS payable on 1% of</i>

		<i>consideration as per provision of section 194IA of Income Tax Act, 1961 and accordingly the PURCHASER shall issue TDS Certificate to the Developer.</i>
	Rs. -----/-	Total Consideration

1(d) **TAXES AND OTHER LEVIES:** The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may 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 / flat. If at any time, after execution of this agreement the Central Government/ State Government/Local authority/Revenue Authority/any other authority/ any court/Judicial authority/quasi-judicial authority by way of any Statute/Rule/ regulation/notification/order/judgment/executive power etc. levies any tax/duty/charges/premium/levies/cess/surcharge/demands/welfare fund or any fund/betterment tax/sales tax/transfer tax/turnover tax works contract tax/service tax, VAT, GST penalties etc. and put in force or shall be in force prospectively or retrospectively, in respect of the said flat or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter then reimbursed) by the Purchaser/s. The Purchaser/s hereby indemnifies the Promoter from all such levies, cost and consequences. It is, however, agreed that the liability and responsibility to pay such Service Tax /VAT, GST penalties and interest thereon etc., shall solely be on the Purchaser/s. The Promoter shall not be liable and / or responsible for payment thereof. In the event, however if the Promoter is constrained to pay any such amount, the Purchaser/s shall be liable to reimburse the same to the Promoter together with penalty (if any) and interest from the date of payment by the Promoter. It is agreed that the Promoter shall have the right to claim such amount along with other claims of compensation/losses/burden undergone/undertaken by him. It is further agreed that there shall always be a charge / lien on the said flat in favour of the Promoter against the amount payable by the Purchaser/s to the Promoter towards the Service Tax/VAT/GST and/or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction.

- 1(e) **ESCALATION OF COST OF FLAT** : The Total Price is escalation-free, save and except escalations / increases, due to increase on account of development charges payable to the competent authority and / or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter Undertakes and agrees that while raising a demand on the Allottee / Purchaser /s 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 the effect along with the demand letter being issued to the allottee / Purchaser /s, which shall only be applicable on subsequent payments.
- 1(f) **REBATE:** The promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee / Purchaser /s by discounting such early payments @ 10% per annum for the period by which the respective instalments have been preponed. The provision for allowing rebate and such rate of rebate of shall not be subject to any revision / withdrawal, once granted to an Allottee / Purchaser /s by the promoter.
- 1(g) The promoter shall confirm the final carpet area that has been allotted to the Allottee / Purchaser /s 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 per cent. 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 the Allottee / Purchaser /s 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 change in the carpet area allotted the allottee, the promoter shall demand additional amount from the Allottee / Purchaser /s as per the next milestone of the payment plan. All this monetary adjustment shall be made at the same rate per square meter as agreed in clause 1(a) of this agreement.

- 1(h) The Allottee / Purchaser /s authorizes the promoter to adjust/ appropriate all payments made by him / her name as the promoter may in its sole discretion deem fit and the Allottee / Purchaser/s undertakes not to object/ demand /direct the promoter to adjust his payments in any manner.
- 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 / Flat to the Allottee / Purchaser /s, obtain from the concerned local authority occupancy and/ or completion certificates in respect of the Apartment / Flat.
- 2.2 **TIME IS THE ESSENCE:** Time is the essence for the promoter as well as the Allottee / Purchaser /s. Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/flat] to the Allottee / Purchaser /s and the common area to the association of the allottees / purchaser after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee / Purchaser /s shall make timely payment of the instalments and other due payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of the construction by the promoter as provided in clause 1(c) herein above. ("Payment Plan")
3. **USE OF FSI/TDR/FAR:** The Promoter hereby declares that the floor space index available as on date in respect of the project land is 7450 Sq. mtrs only and promoters has plan to utilize floor space index of 5504.96 Sq. mtrs., by availing paid of F.S.I or FSI available of payment of premiums by implementing various schemes as mentioned in Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said project. The promoter has disclosed the floor space index of 7645.30 Sq. mtrs as proposed to be utilized by him on the project land in the said project and Allottee / Purchaser /s has agreed to purchase the said Apartment / flat based on the proposed construction & sale of Apartment / Flats to be carried out by the promoter by utilizing the proposed

FSI & on the understanding that the declared proposed FSI shall belong to promoter only.

- 4.1 **INTEREST AND OTHER LEVIES:** If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment / flat] to the allottee / Purchaser /s. The promoter agrees to pay to the Allottee / Purchaser /s who does not intend to withdraw from the project interest as specified in the rule, on the delayed payments which become due and payable by the Allottee / Purchaser /s to the promoter under the terms of this Agreement from the date the said amount is payable by the Allottee / Purchaser (s) to the Promoter.
- 4.2 **TERMINATION:** Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above on the Allottee / Purchaser /s committing default in payment on due date of any amount due and payable by Allottee / Purchaser/s to the promoter under this agreement (including his/her proportionate share of taxes levied by concern local authority& other outgoings)and on the Allottee / Purchaser/s committing three defaults of payment of instalments, the promoter shall at his own option, may terminate this Agreement. Provided always that the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter has given to the Purchaser/s fifteen days prior Notice in writing of the Promoter's intention to terminate this agreement and of the breach or breaches of the terms and conditions in respect whereof it is intended to terminate this agreement and default shall have been made by the Purchaser/s in remedying such breach or beaches within fifteen days after such notice. After a period of fifteen days from the date of this Notice, if even part of the dues remains unpaid, the promoter shall be entitled terminate the present Agreement. The Purchaser/s has irrevocably agreed to the same, provided further that upon termination of this Agreement for aforesaid reasons, the Promoter shall refund the balance, if any, to the Purchaser/s the installments of the consideration which the Purchaser/s might have till then paid to the Promoter within a period of 60 days from the date of cancellation, but without any interest and only after deducting Rs.50,000/- out of the total agreed consideration towards booking, administration and other expenses etc.

4.3 The Purchaser/s also agrees that depending upon various promises and assurances given by the Purchaser/s, the promoter has incurred and shall incur the expenditure and will make commitments to the third parties. In event of cancellation of the agreements by the Purchaser/s for any reason whatsoever, the promoter in addition and without prejudice to other remedies and rights and towards reimbursements and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this agreement being cancelled by the Purchaser/s for any reason whatsoever, the promoter shall be entitled to retain, withhold and forfeit an amount of Rs.50,000/- out of the total agreed consideration, from and out of the amount until then paid by the Purchaser/s to the promoter and then the promoter shall be liable only to repay only the balance amount (if any) from the amount received by the promoter within a period of 90 days from the date of cancellation or the balance amount, if any, shall be paid by the promoter to the Purchaser/s after resale of the said flat, whichever is earlier. In case of repayment of balance amount on resale of the said Flat, the said balance amount shall be paid in the manner of receipt of consideration from new Purchaser/s and on such condition the promoter shall be entitled to resale the said flat and/or dispose of or otherwise alienate the same in any other manner as the Promoter in its sole discretion thinks fit. In this case reduction in price of the flat will be considered as damages/loss of the promoter in addition to the loss and expenses. In case the Allottee/Purchaser The Purchaser agrees to grant a time period of three months to the promoter to repay the balance amount, if any, or the promoter shall pay the balance amount to the Purchaser/s after resale of the said flat and in the manner of receipt of consideration from new Purchaser/s and on such condition the promoter shall be entitled to resale the said flat and/or dispose of or otherwise alienate the same in any other manner as the Promoter in its sole discretion thinks fit and at the option of the Promoter. The Purchaser/s agrees to the same. The Purchaser/s shall have no claim except for repayment of the amount payable as mentioned above. The Purchaser/s hereby agrees that in that event all of his/her/their rights in the said flat stand extinguished.

5. **Specifications:** The fixtures & fittings with regard to the flooring and to the sanitary fittings & 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 / Flat as are set out in **Annexure 'E'**, annexed hereto.

6. **Delivery of Possession:-** The Promoter shall deliver the possession of the Apartment / Flat to the Allottee / Purchaser /s on or before 30th **September-2022** if the Promoter fails or neglect to deliver the possession of the Apartment / Flat to the Allottee / Purchaser /s 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 / Purchaser /s the amount already received by him in respect of the apartment / flat which 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 delivery of possession of the said Apartment / Flat on the aforesaid date if the completion of the building in which the Apartment / Flat is to be situated is delayed on account of –
- i) Non-availability of steel, cement, other building material, water, electric supply.
 - ii) War, Civil Commotion, Pandemic, Epidemic, Spread of Infectious and Contagious diseases or Act of God .
 - iii) Any notice, order, rule, notification of the Government and / or other public or Competent Authority or any Decree / Order of any Court/tribunal/authority.
 - iv) Any stay or injunction order from any Court.
 - v) Pendency of any litigation.
 - vi) Delay or default in payment of any installment or dues by the Flat Purchaser/s. (This is without prejudice to the right of the Promoter under present agreement).
 - vii) Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
 - viii) Any other circumstances beyond the control of the Promoter or force majeure.
 - ix) Changes in any rules, regulations, bye laws of various statutory bodies and authorities from time to time affecting the development and the project.
 - x) Delay in grant of any NOC/ permission/ license/ connection installment of any services such as elevators, electricity and water connections and meters

to the scheme/ flat/ road etc. or completion certificate from any appropriate authority. The Purchaser/s shall pay all necessary amounts, advances, deposits, service tax, GST (if applicable) and other dues under this agreement and take possession of the said flat within 15 days from intimation by the Promoter. Neither Party shall be in default under this agreement by reason of its failure or delay in performance of its obligations, if such delay or failure is caused by circumstances beyond their control such as fire, tempest, floods, acts of God, local disturbances, civil commotion, acts of terrorism or any other circumstances beyond the control of the parties and for the reasons mentioned as aforesaid. ("FORCE MAJEURE")

7.1 **Procedure of taking possession:**— The Promoter, upon obtaining the occupation certificate from the competent authority and subject to payment of entire consideration, taxes, cess, GST, Service Tax, Cess, dues, Maintenance or any other tax and dues etc. towards the said Flat by the Allottee / Purchaser /s as per terms of this Agreement, shall deliver the possession of the said Flat within 3 (three months from the date of issue of notice & promoter shall give possession of the [Apartment/ flat] to the Allottee / Purchaser /s of any of the provisions, formalities, documentation on part of the Promoter. The Allottee / Purchaser /s agree(s) to pay the maintenance charges as determined by the promoter or association of allottees / purchasers, as the case may be the promoter on its behalf shall offer the possession to the Allottee / Purchaser /s in writing within 7 days of receiving the occupancy certificate of project, subject to payment of all the aforesaid amounts towards the said Flat by the Allottee/s to the Purchaser.

7.2 The Allottee/Purchaser/s shall take possession of the Apartment / Flat within 15 days of the written notice from the promoter to the Allottee / Purchaser /s intimating that the said Apartment/ Flat /s are ready for use and occupancy as aforesaid; In the event of failure on the part of the Purchaser/s to pay all amounts due and take possession of the said flat, without any reasonable cause, the Promoter shall be entitled, without prejudice to any other remedy available under this agreement or any enactment, and after giving a prior notice of 60 days, to terminate the said agreement and sell the said flat to any other person entirely at the risk as to cost and consequences of the Purchaser/s

- 7.3 Failure of Allottee/Purchaser /s to take Possession of [Apartment/ Flat]: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee / Purchaser /s shall take possession of the [Apartment/flat] from the Promoter by executing necessary indemnities, undertaking and such the documentation as prescribed in this Agreement, and the promoter shall give possession within the time provided in clause 7.1 such Allottee / Purchaser /s shall continue to be liable to pay maintenance charges as applicable.
- 7.4 **Defect Liability:** If within a period of five years from the date of handing over the Apartment / Flat to the Allottee, the Allottee / Purchaser /s brings to the notice of the promoter any structural defect in the Apartment / flat or the building in which the Apartment/flat is/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 & in case it is not possible to rectify such defects, then the Allottee / Purchaser /s shall be entitled to receive from the promoter, compensation for such defects in the manner as provided in the act.
8. **User:** The Allottee / Purchaser /s shall use the Apartment / flat or any part thereof or permit the same to be used only for purpose of residence / He shall use the parking space only for purpose of keeping or parking vehicle.
9. **Society/Association/Limited Company Formation and Maintenance:** The Allottee / Purchaser /s along with other Allottee(s) of Apartment / flat 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 & for this purpose also from time to time sign and execute the application for registration and/or membership & the other papers and executed necessary for the formation & registration of the society or Association or limited company and for becoming a member, including the bye-laws of the proposed Society & duly fill in sign & return the promoter within 7 days of the same being forwarded by the promoter to the promoter Allottee / Purchaser /s so as to enable the promoter to register the common organization of Allottee / purchaser /s. No objection shall be taken by Allottee / Purchaser /s if any, changes or modification 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 Original Owner/ Promoter in the said structure of the Building or wing in which the said Apartment/flat is situated.
- 9.2 The Promoter shall, within three months of registration of the federation/apex body of the societies or the limited company, as aforesaid, cause to be transferred to the federation/apex body all the right, title and the interest of the Original Owner/ Promoter and/or the owners in the project land on which the building is constructed.
- 9.3 Within 15 days after notice in writing is given by the promoter to the Allottee / Purchaser /s that the Apartment / flat is ready for use & occupancy, the Allottee / Purchaser /s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment / flat) of outgoings in respect of the 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 or wings is transferred to it, the Allottee / Purchaser /s shall pay to the promoter such proportionate share of outgoings as may be determined. The Allottee / Purchaser /s further agrees that till the Allottee / Purchaser/s share is so determined the Allottee / Purchaser /s shall pay to the promoter of **Rs. 45,000/- for a period of 12 months** towards the outgoings. The amounts so paid by the Allottee / Purchaser /s 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 shall be paid over by the promoter to the society or the limited company, as the case may be.

10. **Conveyance:** At the time of registration of conveyance of the structure of the building of the building, the Allottee / Purchaser /s shall pay to the Promoter, the Allottee / Purchaser/s 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. At the time of registration of conveyance of the project land, the Allottee / Purchaser /s shall pay to the Promoter, the Allottee/ Purchaser/s 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.

11. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**
The Promoter hereby represents and warrants to the Allottee / Purchaser /s 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 land or Project;
- iv. There are no litigations before any Court of law with respect to the project land;

- v. All approvals, license and permits issued by the competent authorities with respect to the Project, project land and said building is 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, land and said building 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 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 / Purchaser /s 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/flat] which will, in any manner, affect the rights of Allottee / Purchaser /s under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/ flat] to Allottee / Purchaser /s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottee / purchaser / s the promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/Purchaser/s;
- 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.

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Duties of Allottees: The Allottee/ Purchaser/s or himself / themselves with intention to bring all persons into whosoever hands the Apartment / Flat may come, hereby covenants with the promoter as follows: -

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

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

- iv. Not to demolish or cause to be demolished the Apartment/Purchaser/s 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/flat or any part thereof, not any alteration in the elevation and shall keep the portion sewers, drains and pipes in the Apartment/flat 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/flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment/flat 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/flat 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/flat in the compound or any portion of the project land and the building in which the Apartment/flat 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/flat 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/flat by the Allottee / Purchaser /s for any purposes other than for purpose for which it is sold.
- ix. The Allottee / Purchaser /s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee / Purchaser /s to the Promoter under this Agreement are fully paid up.
- x. The Allottee / Purchaser /s 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 Apartment/flat 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 / Purchaser /s 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/flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment/flat is situated is executed in favour of Society/Limited Society, the Allottee / Purchaser /s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said 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/flat is situated is executed in favour of Apex Body or Federation, the Allottee / Purchaser /s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
13. The promoter shall maintain a separate account in respect of sums received by the promoter from the Allottee / Purchaser /s 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.
14. **Restricted Areas and Facilities:** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/flat or of the said Plot and Building or any part thereof. The Allottee / Purchaser /s shall have no claim save and except in respect of the Apartment/flat 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.
15. **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/flat] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee / Purchaser /s who has taken or agreed to take such [Apartment/flat].
16. **BINDING EFFECT**

Forwarding this Agreement to the Allottee / Purchaser /s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee / Purchaser /s until, firstly, the Allottee / Purchaser /s signs and delivers this Agreement with all the schedule along with the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the Allottee / Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/ Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee / Purchaser /s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to Allottee / Purchaser /s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/Purchaser/s, application of the Allottee / Purchaser /s shall be treated as cancelled and all sums deposited by the Allottee / Purchaser /s in connection wherewith including the booking amount shall be returned to the Allottee/Purchaser/s without any interest or compensation whatsoever.

17. **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/flat/building, as the case may be.

18. **RIGHT TO AMEND**

This Agreement may only be amended/ corrected through written consent of the Parties and entirely at the cost of the allottee

19. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEE/PURCHASER:**

- i. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations

arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/ Purchaser/s of the [Apartment / flat], in case of a transfer, as the said obligations go along with the [Apartment / flat] for all intents and purposes.

- ii. The Promoter herein shall construct the said building/s in the project on the said land in accordance with the plans, designs and specifications approved by the concerned local authority, which have been seen and agreed by the Purchaser. The Purchaser hereby agrees and give his / her / their irrevocable consent to the Promoter herein to carry out such, alterations, modifications in the sanctioned layout/ building plans, as the Promoter in his sole discretion thinks fit and proper and / or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, competent authority or Government or any officer of any local authority provided that the Promoter shall have to inform in writing to the Purchaser if such alterations and modifications adversely affect the carpet area of the said flat of the Purchaser. The Promoter has made the Purchaser/s aware and the Purchaser/s hereby gives explicit no objection and irrevocable consent to the Promoter to prepare the new/ revised layout and building plans even by shifting the locations of the building/s, open space, internal roads, position of dust bins, transformer plinths, plumbing stations etc. by adding new floors/building/s etc. of the said land and to submit the same to the requisite authorities and obtain their sanctions and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter, and for the said purposes to sign all plans, without in any manner making the Purchaser/s liable for any costs and affecting his/her interest. The Promoter herein may be constructing the building/s on the said land in phases and the Purchaser/s herein undertakes not to raise any objection on any ground whatsoever & shall not obstruct the construction in any manner.

20. **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.

21. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee / Purchaser /s has to make any payment, in common with other Allottee/ Purchaser/(s) in project, the same shall be in proportion to the carpet area of the [Apartment/flat] to the total carpet area of all the [Apartments/flat] in the Project.

22. **FURTHER ASSURANCES:**

Both parties agree that they shall execute, acknowledge and deliver to the such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may me 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.

23. **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, after the Agreement is duly executed by the Allottee / Purchaser /s 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.

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

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

(1) **MR.** -----,
(2) **MRS.** -----,
residing at: -----
Notified Email ID: -----,

M/S. SAFFRON DEVELOPERS, a partnership firm through its partners

(1) **MR. YASHWANT SHANKARRAO NIMHAN**,
(2) **MR. HRISHIKESH YASHWANT NIMHAN**,
(3) **MR. ABHISHEK YASHWANT NIMHAN**,

all residing at: of Flat No. B/2, 705, Survey No.16B/2, Satyam Shivam Society, Pashan, Pune 411 008

Notified Email ID: **info.saffrondevelopers@gmail.com**

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

26. **JOINT ALLOTTEE/ PURCHASER/S:**

That in case there are joint Allottee/Purchaser/s all communications shall be sent by the Promoter to the Allottee / Purchaser /s whose name appears

first and at the address given by him/her which shall for all intents and purpose to consider as properly served on all the Allottee/Purchaser/s.

27. **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 **MAHARERA** Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

28. **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 courts will have the jurisdiction for this Agreement.

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IN WITNESS WHEREOF, the parties hereto have singed and executed this AGREEMENT TO
SELL on the date and at the place herein before first mentioned.

SIGNED, SEALED AND DELIVERED By the within name OWNER / PROMOTER i.e. M/S. SAFFRON DEVELOPERS through its partner/s [1] MR. YASHWANT SHANKARRAO NIMHAN	
Photo	Signature
	Left Hand Thumb Impression

SIGNED, SEALED AND DELIVERED By the within name OWNER / PROMOTER i.e. M/S. SAFFRON DEVELOPERS through its partner/s [2] MR. HRISHIKESH YASHWANT NIMHAN	
Photo	Signature
	Left Hand Thumb Impression

SIGNED, SEALED AND DELIVERED By the within name OWNER / PROMOTER i.e. M/S. SAFFRON DEVELOPERS through its partner/s [3] MA. ABHISHEK YASHWANT NIMHAN	
	Signature

Photo	
	Left Hand Thumb Impression

SIGNED, SEALED AND DELIVERED By the within name PURCHASER/S i.e.
MR. _____,

Photo	Signature
	Left Hand Thumb Impression

SIGNED, SEALED AND DELIVERED By the within name PURCHASER/S i.e.
MR. _____,

Photo	Signature
	Left Hand Thumb Impression

WITNESSES	
1.Sign:-----	2..Sign:-----
Name:- -----	Name:- -----
Add:-----	Add:-----
-----	-----

SCHEDULE. “A”
(Description of the said Land/Property]

ALL THAT piece and parcel of area admeasuring 00 Hectare 48.50 Are plus Pot Kharaba admeasuring 00 Hectare 26 Are total area admeasuring 00 Hectare 74.50 Are assessed at 00 Rupee 64 Paise out of the land bearing Survey No. 28/3/1 admeasuring 00 Hectare 79 Are plus Pot Kharaba admeasuring 00 Hectare 26 Are total area admeasuring 01 Hectare 05 Are assessed at 01 Rupee 05 Paise of Village SUS, Taluka MULSHI, District PUNE, within local limits of Taluka Panchayat Samitee, Mulshi, Zilla Parishad, Pune & Grampanchyat Sus and within jurisdiction of Sub Registrar, Haveli, Pune and which is bounded by as under:

ON OR TOWARDS THE		
EAST	::	By Boundaries of Village Baner-Sus and road.
SOUTH	::	By Survey No. 30.
WEST	::	By Survey No. 28/2 and 28/5
NORTH	::	By Survey No. 28/3

(HEREINABOVE referred to as ‘THE SAID PROPERTY’)

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SCHEDULE. “B”
(Description of the said “Apartment/Flat”)

All that

Project Name.	:	“AMBER” Wing- ‘-----’
Flat No.	:	-----
Floor/s	:	-----Floor
Flat Area (carpet area as per RERA)	:	----- sq. meters
Enclosed balcony	:	----- sq. meters
Open balcony	:	----- sq. meters
Exclusive right to use Freely Allotted Car Parking	:	One Covered Car parking

being constructed on area admeasuring 00 Hectare 48.50 Are plus Pot Kharaba admeasuring 00 Hectare 26 Are total area admeasuring 00 Hectare 74.50 Are assessed at 00 Rupee 64 Paise out of the land bearing Survey No. 28/3/1 admeasuring 00 Hectare 79 Are plus Pot Kharaba admeasuring 00 Hectare 26 Are total area admeasuring 01 Hectare 05 Are assessed at 01 Rupee 05 Paise of Village SUS, Taluka MULSHI, District PUNE, 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.

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ANNEXURE-“A”
(Title Report)

Prakash J. Kedari, Advocate
“Vajantai”, 7/8 Nimhan Lane, Near Sharada Sahakari Bank, Pashan Pune-21

-----, 2018

CERTIFICATE

I have investigated the title of the Owners to the land more particularly described in SCHEDULE., 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 Promoter granted by the Pune Metropolitan Regional Development Authority (PMRDA).

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

By virtue of the incidental Deeds, the Promoter is authorized, 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/-
Prakash J. Kedari
Advocate

ANNEXURE-“B”
(Copies of Property Card of 7/12)

ANNEXURE-“C-1”
(Copies of plan of the layout approved by PMRDA)

ANNEXURE-“C-2”
(Copies of plan of the Building and open spaces of layout approved by PMRDA)

ANNEXURE-“D”
(Copies of plans and specifications of the Apartment/flat of the Building approved by PMRDA)

ANNEXURE-“D1”
(Copies of commencement certificate issued by PMRDA)

ANNEXURE-“F”
(copy of the Registration Certificate of the project granted by the Real Estate Regulatory Authority)

ANNEXURE-“E”
(Specification and amenities for the Apartment)

SPECIFICATIONS:

• Structure	::	R. C. C. Framed structure.
• Masonry	::	External wall 6” thick AAC Block. Internal Wall 4” thick AAC Block.
• Plaster	::	External wall sand faced plaster & internal wall Gypsum finish.
• Flooring	::	Vitrified Tiles flooring in all Rooms, Anti-skid designer tiles in toilets and Terrace Bathroom with 7’ high glazed tiles dado and Flooring Anti-Skid tiles.
• Kitchen	::	Granite top platform 8ft with stainless steel sink, Gas Leak detector, Kitchen Trolley, Designer ceramic / glazed tiles dado up to Lintel Level.
• Doors	::	Designer main entrance door with Wooden frame Internal Flush door with wooden frame.
• Painting	::	Oil Bond distemper for internal walls and Externally cement paint and doors With wooden frame.
• Windows	::	windows with mosquito net & M. S. grill with Granite window sill.
• Plumbing & Sanitation	::	Concealed fittings & pipes with proper joints using chemicals, provision for washing machine point in dry balcony, Branded Sanitary fittings with provision of Hot & Cold Mixer, commode with jet spray, Provision for water heater and exhaust fan in all toilets

• Electrification	::	Concealed and fire-resistant wires, ELCB, MCB, Distribution boxes, Ample light point with modular switches, Cable and telephone points in living and master bedroom, AC point in all bedroom Provision for inverter point, fiber optics.
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