

shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment].

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. After deducting the amount spent by the Promoter if any for the deed, etc.

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], in case of a transfer, as the said obligations go along with the [Apartment] 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] 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 action, 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 Pune after the Agreements 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:

Name of Allottee

(Allottee's Address)

Notified Email ID : _____
M/s. _____ Promoter Name

(Promoter Address)

Notified Email ID : _____

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 only.

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 Competant 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 courts will have the jurisdiction for this Agreement.

First Schedule Above Referred to
Description of the freehold/leasehold land and all other details

SCHEDULE –'I'-AA
"Aforesaid Total Land"

(The total land obtained by Builder/Developer for Development from the land owners)

I) Description of the Property :- All the piece and parcel of the land, admeasuring 3535 Sq. Mtrs. Viz. 00 H. 35.35 R. out of Sr.No. 90A/1/1B total admeasuring 1 H. 61 R., assessed at 03 Rupees, situated at Village-Dhanori, Taluka-Haveli, Dist.-Pune, within the jursdication of Sub-Registrar Haveli and within the Local Limits of Pune Municipal Corporation, Pune and bounded as follows :-

ON OR TOWARDS EAST	: By Partly Property of Atul Gulab Tingre and partly by existing 12 mt Road.
ON OR TOWARDS SOUTH	: By Property of Mr.Popat Suryavanshi.
ON OR TOWARDS WEST	: By Property of Prabhakar Anandrao Tingre bearing Sr. No. 90 A/1/1A.
ON OR TOWARDS NORTH	: By Partly by Property of Atul Gualb Tingre and Partly by Property of Mrs. Pushpa Gulab Tingre out of Sr. No. 90A/1/1B, Dhanori.

Alaong with all Irights of easement and access.

(There is a Reservation of 12 mt Road on the area of 339.86 sq.mtrs.)

SCHEDULE – I-BB
(Above referred 'Said Land/Plot / Project Land')

1) Description of the Property :- All the piece and parcel of the land, admeasuring 3115.17 Sq. Mtrs. (Net Plot area) out of the aforesaid land admeasuring 3535 Sq. Mtrs. Viz. 00 H. 35.35 R. out of Sr.No. 90A/1/1B total admeasuring 1 H. 61 R., assessed at 03 Rupees, situated at Village-Dhanori, Taluka-Haveli, Dist.-Pune, within the jurisdiction of Sub-Registrar Haveli and within the Local Limits of Pune Municipal Corporation, Pune and bounded as follows :-

ON OR TOWARDS EAST : By
ON OR TOWARDS SOUTH : By
ON OR TOWARDS WEST : By
ON OR TOWARDS NORTH : By

Along with all rights of easement and access.

Schedule – II (Two)

Here set out the nature, extent and description of common areas and facilities.

- 1) Stair case
- 2) Lobbyess
- 3) Duct
- 4) WaterLines
- 5) Landing
- 6) Drainagenet work
- 7) Electrical network
- 8) Watertank
- 9) Common Terrace
- 10) Club House etc.

In witness whereof the parties have signed, sealed and delivered the present deed in presence of the attesting witnesses at Vishrantwadi, Pune on
Dated / / .

FOR M/s. TIRUPATI TINGRE BUILDCON

1) (Mr. Rammurthy Vitthalrao Ghate)

2) (Mr. Suresh Vitthalrao Patil)
PARTNER
and as Power of Attorney
Holder of Land Owner /
Consenting Party

PARTY OF FIRST AND THIRD PART.

(Mr. **ALLOTTEE**)

Within named Promoter / developer, Allottee had signed and delivered in our presence -

WITNESSES :

1)

SIGN. :

NAME :

ADDRESS :

2)

SIGN. :

NAME :

ADDRESS :

SCHEDULE - 'A'

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