

Annexure ‘A’
(See rule 10(1))

MODEL FORM OF AGREEMENT

THESE ARTICLES OF AGREEMENT MADE, ENTERED INTO AND EXECUTED
AT **RAVET - PUNE** ON THIS ——— DAY OF **MARCH** IN THE YEAR
TWO THOUSAND AND **TWENTY** ———

BETWEEN

M/s. CROISSANCE BUILDCON

(PAN NO. **AAQFC6453M**)

A partnership firm Registered under the
Indian Partnership Act 1932 having its
Registered Office at- Shop No 2, Hari Om Plaza,
Kalewadi Pimpri Road, Nadhe Nagar,
Rahatani Pune - 411017

Through its designated partners

Mr. SUCHIT S. DAGA

Age:- Adult,
Occupation- Business,
Address: Nigdi PCNTDA Pune 411 044

.... Hereinafter referred to as “**THE OWNERS / VENDORS / DEVELOPERS**”. (Which expression shall unless excluded by or repugnant to the subject context or meaning thereof be deemed to mean include the said Firm, its present partners, the persons who may be admitted as the partner of the said firm his / her Successor-in-interest, Heirs, Legal Representative, Executors, Administrators, Nominee And permitted Assigns) ... The party of the **FIRST** part.

AND

Mr. _____

Age:- years
Occupation:-
Pan No :-

Mrs. _____

Age:- years
Occupation:-
Pan No :-

Residing At :- _____

... Hereinafter called and referred to as ‘**THE ALLOTTEE / PURCHASER**’ (Which expression shall unless excluded by or repugnant to the subject context or meaning thereof be deemed to mean include his / her Successor, Heirs, Legal Representative, Executors, Administrators, Nominee and Assigns). ... The Party of the **SECOND** Part.

W H E R E A S

- (A) That the Owner/Developer is the sole and absolute owners of and well and sufficiently entitled to and seized and possessed of all the piece and parcel of land or ground collectively admeasuring 00 Hectares 22.50 Ares from and out of Survey No. 127 Hissa no 1A totally admeasuring 00 H 40.50 Ares and assessed at Rs. 03=28paise, situated at Village Ravet, situated within the registration division and District - Pune, sub-division and Taluka – Haveli, and within the jurisdiction of Sub- registrar Haveli, Pune (hereinafter referred to as **“the said Project Land”**) and which more particularly described in the First Schedule hereunder written and delineated in blue coloured boundary line on the plan annexed hereto and marked as Annexure **“1”**.
- (B) That the developers has purchased the said project land from its previous owners Shri. Indrajeet Balkrushna Bhondve & Others vide registered sale deed which is duly registered in the office of the sub-registrar Haveli No 18 Pune at serial no 12445 on dated 18/08/2021. Accordingly the names of M/s Croissance Buildcon through its partners 1. Mr. Suchit Subhashchand Daga, 2. Mr. Shashank Shrikant Revanvar, 3. Mr. Mithil Suresh Dhotre, 4. Mr. Tejas Suresh Dhotre has been recorded into the revenue records and 7/12 extract of the said land vide mutation entry no 11057
- (C) That the owners / developers herein are in peaceful and vacant possession of the said Project land.
- (D) That the developers herein have floated the scheme on the said project land under the name and style of **“VIAANA PHASE I”**, comprising of plotting development comprising of developed non - agricultural plots. The Developers herein are desirous of selling the individual plots comprising in the said property on freehold basis subject to the terms and conditions stipulated herein and are entering into separate Agreements for Sale for such plots with various purchaser/s.
- (E) The Developers herein have appointed Sketch Art Architecture having office at Nadhenagar, Kalewadi Pune 411017 as its Architect for the preparation of the drawings and design of the project to be developed on the said Land. The Developers herein have reserved right to change aforesaid Architects before the completion of the project.
- (F) The Developers got the layout sanctioned in respect of the project land from the Pimpri Chinchwad Municipal Corporation vide C.C. No. BP/Layout/Ravet/47/22 dated 24/03/2022.
- (G) That the developers herein have obtained permission for non-agricultural use of the said project land from Upper Tahasildar Pimpri Chinchwad Tal. Haveli, Dist Pune on dated 30/03/2022 bearing no. Jamin/NA/SR/206/2022. Accordingly the said project comprises of the 14 plots varying from 90 sq. mtrs. to 203 sq. mtrs., the total area of which comes to around 1655.56 sq. mtrs.
- (H) That in pursuance of the aforesaid transaction the owner/developer i.e. M/s Croissance Buildcon have absolute authority / rights to develop the said Project land by making layout of Non Agricultural plots and to sell the said project land either in whole or in parts mentioned in scheme plan and has the right to enter into an agreement for sale / sale deed of the said land / part of land / NA Plots and to enter into agreements with the purchasers etc. and to receive the sale price and deposit and other charges in respect thereof.
- (I) Pursuant to the Real Estate (Regulation and Development) Act, 2016, the Developers have got itself registered for project **“VIAANA PHASE I”** under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority and the necessary Registration Certificate of Project bearing Project Registration No. _____ — thereto has been issued.

- (J) The details in relation to above and further aspects of the proposed future and further development of the Project Land, shall be made available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.
- (K) That current project is a separate phase / project as per meaning given in Real Estate Regulation and Development Act, accordingly developers are in process of development of Non-Agricultural Lay-out plots under the project “**VIAANA PHASE I**” consisting of 14 Non-Agricultural Lay-out plots, which is subject to revised time to time as per DC regulation.
- (L) The copies of the following documents related to the said Project have been annexed herewith:

Sr. No.	Particulars	Annexure No.
1	Title Certificate issued by the Advocate of the Developer	A
2	7/12 extract of the said plot	B
3	7/12 extract of the Plot allotted to purchaser herein	C
4	Copy Of NA Order	D

- (M) The Developers have further disclosed that all the plot holders in the said project shall be entitled to use all the facilities such as common roads provided by the Developers in the project.
- (N) The Developers have further disclosed that they are not providing any amenities or facilities in the said project other than those disclosed in this agreement .
- (O) While sanctioning the said plans the concerned authority and/or the Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said project on the said Land and upon the due observance and performance of which only the completion or occupancy certificate in respect of the said project shall be granted by the concerned local authority.
- (P) The Purchaser/s herein has/have demanded from the Developers and the Developers have given photocopies to the Purchaser/s of all the documents relating to the said Land and the plans, designs and specifications prepared by the aforesaid Architect of the Developers and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 read with the Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal, etc.) Rules, 2017 and regulations there under.
- (Q) After the Purchaser/s’ enquiry, the Developers herein have requested to the Purchaser/s to carry out independent search by appointing his/her/their own Advocate and to ask any queries, he/she/they had regarding the marketable title of the Developers and rights and authorities of the Developers herein and also as regards all permissions and sanctions for development and the terms/ conditions/stipulations as stated therein. The Purchaser/s declares that he/she/they has/have satisfied himself/herself/themselves regarding the same and shall not raise any dispute hereafter.
- (R) The Purchaser/s herein has/have applied to the Developers for allotment of the said Plot more particularly described in the Second Schedule hereunder written and shown delineated in red colour on the plan annexed hereto as Annexure —, (herein referred to or called as “**THE SAID PLOT**”) and that the Developers have confirmed the allotment of the said Plot to the Purchaser/s.
- (S) The Purchaser/s herein is/are aware of the fact that the Developers herein have entered or will enter into similar or separate agreements with several other person/s and party/ies in respect of the other plots.

- (T) The parties relying on the confirmation, representations and assurances of each other to faithfully abide by the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing and ready to enter into this Agreement on the terms and conditions appearing hereinafter.
- (U) The Purchaser(s) has represented and warranted to the Developer that the Purchaser(s) has the authority and eligibility to enter into and perform these presents and has clearly understood his rights, duties, responsibilities and obligations under these presents. The Purchaser(s) hereby undertake/s that he/she/they shall abide by all laws, rules, regulations, notifications and terms and shall be liable for defaults and/ or breaches of any of the conditions, rules or regulations as may be applicable to the Project and the said Plot.
- (V) Relying upon the aforesaid application, the Developer has agreed to allot and sell to the Purchaser(s), and the Purchaser(s) has/have agreed to purchase the said Plot at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.
- (W) That the Developer in compliance of Section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Apartment in favour of the Purchaser/s, being in fact these presents and also to register said agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.
- (X) That 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 that the Purchaser has not given any third-party rights to enforce this said agreement unless the said unit is transferred to them.

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA Rules.
2. **Development Of The Said Project :-** As stated hereto before the Pimpri Chinchwad Municipal Corporation (PCMC) has sanctioned the layout and plotting plans of the said Land which is under development on the said Land. The Developers herein shall continue and complete the development of the said Land in accordance with the plans, designs and specifications approved or to be approved by the Concerned Authority or within the rules and regulation of the Local Authority or Concerned Development Controlling Authority. The approved plans have been seen separately and approved by the Purchaser/s.
3. The Developers shall be entitled to and at liberty to change the layout plotting plans in respect of the said Land and also to add or amalgamate or subdivide any further lands provided that, the Developers shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the said Plot except (i) any alterations or additions required by the Government authorities/ local authority or development controlling authorities or due to change in any law, rules or regulations, or (ii) any minor changes or modifications or alterations as may be required due to architectural and/or structural reasons duly recommended and verified by the Project Architects or Engineers after proper declaration and intimation to the Purchaser/s.
4. **THE SAID PLOT: -** The purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the purchaser the said **NON – AGRICULTURE PLOT** bearing No. _____ admeasuring an area _____ sq. mtrs. along with pro-rata Basis built-up area admeasuring _____sq. mtrs. and alongwith pro-rata undivided share in the 09 mtrs. internal road & in the 06 mtrs. internal road out of the sanctioned layout of the project

“VIAANA PHASE I” together with the right to consume permissible F.A.R. (Floor Area Ratio) which is the subject matter of these presents and is hereinafter collectively referred to as “THE SAID PLOT” and the same is more particularly described in the Schedule-II written hereunder. The said plot is delineated in red colour ink on the layout plan annexed hereto.

5. **CONSIDERATION / PRICE OF THE SAID PLOT:** The Purchaser hereby agrees to purchase from the developer and the developer hereby agrees to sell to the purchaser the said **PLOT** for a lump sum consideration of **Rs. _____/- (Rs. _____ Lakhs Only)** which includes the proportionate right, title and interests in common areas with respect of the said Plot and excludes all taxes, charges, levies, cess etc. which may be levied by any appropriate authorities.
- A. **AMOUNT PAID ON THIS AGREEMENT:** That prior to the execution of these presents the purchaser has paid to the developer a sum of **Rs. _____/- (Rs. _____ Lakhs Only) by cheque No _____drawn on _____ Bank Pune**, being part payment of the sale consideration of the Plot agreed to be sale by the developers to the purchaser as advance payment or Application Fee (the payment and receipt whereof the Developer doth hereby admit and acknowledge)
- B. **AMOUNT OF BALANCE CONSIDERATION:** That the Purchaser/s has/have agreed to pay to the Developer the balance consideration of **Rs. _____/- (Rs. _____ Lakhs Only)** in the manner hereinafter appearing.

No	Rs	Particulars
1		
2		
3		
4		
5		

1. The Purchaser/s herein is well aware that, the project in which the said Plot is situated is under development and considering the present status of the development of the same, the Purchaser/s has/have agreed to pay the aforesaid agreed consideration to the Developers herein in the manner detailed as above.
2. The Purchaser/s herein shall pay the aforesaid consideration to the Developers herein on due date or within 7 (seven) days from the Purchaser/s receiving the written intimation from the Developers calling upon the Purchaser/s to make the payment. Payment in time is the essence of the contract.
3. The Developers herein informed to the Purchaser herein that, aforesaid payment has to be made by the Purchaser/s by Cheques/Demand Draft issued/drawn in the name of “**CROISSANCE BUILDCON**”.
4. The Developers may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s by discounting such early payments at the rate as may be mutually agreed by the parties hereto for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Developers.
5. Notwithstanding anything to the contrary, it is specifically agreed by and between the parties that no rebate or discount will be offered in such a case where the development or items of work has/have been completed before the agreed timelines as mentioned and that the Purchaser/s shall have to pay the entire installment without any rebate or deduction.
6. The Purchaser/s authorizes the Developers to adjust/appropriate all payments made

by him/her/them under any head/s of due against lawful outstanding, if any, in his/her/their name/s as the Developers may in its sole discretion deem fit and the Purchaser/s undertake/s not to object/ demand/ direct the Developers to adjust his/her/their payments in any manner.

7. The parties hereto agree and covenant that in case of any delay in payment of installment shall led to delay in completion of the project and would result in delay in handing over possession of the said Plot by the Developers to the Purchaser/s and that the Developers shall not be responsible for delay in handing over the possession in case of delay of payments by the Purchaser/s.
 8. Without prejudice to the right of the Developer to take action for breach arising out of delay in payment of the installments on the due dates, the purchaser shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with monthly rests, on all the amounts which become due and payable by the purchaser to the developers till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Developer under this Agreement, nor shall it be construed as condonation of delay by the Developer. The amount of interest may be informed to the purchaser from time to time or on completion of the said project, and the Purchaser has/have agreed to pay the same as and when demanded before the possession of the said Polt.
 9. In the event of dis-honour of any payment instruments or any payment instructions by or on behalf of the Purchaser for any reason whatsoever, then the same shall be treated as a default and the Developer may at its sole discretion be entitled to exercise any recourse available herein. Further, the Developer shall intimate the Purchaser of the dishonour of the instrument and the Purchaser would be required to promptly pay the outstanding amounts including interest from the due date till the date of receipt by the Developer of all the amounts including the Dishonour Charges of Rs. 2500/- (Rupees Two Thousand Five Hundred only) (for each dis-honour). In the event of dishonour of any payment cheque, the Developer has no obligation to return the original dishonoured cheque.
 10. The consideration amount mentioned above excludes following amounts: i. Rs. 1,000/- for Society formation+ ii. Rs. 600/- Shares money and application entrance fee of the society + iii. Rs. 10,000/- Legal Charges = Rs. 11,600/- Total. That the Developer shall utilize the said sum to be paid by the Purchaser towards meeting all the legal costs, including the professional costs of the advocates of the Developer in connection with formation of the society.
- C. The total consideration as stated above excludes GST (Goods and Service Tax), betterment tax or such taxes or levies and hence the Purchaser/s has/ have agreed to pay the GST (Goods and Service Tax), betterment tax or such taxes or levies as applicable by separate payments to the Developers on every installment of payment of the consideration. If any time after the execution of this agreement, GST (Goods and Service Tax), betterment tax, or such levies are increased under the respective statutes by the Central or State Government as the case may be and further at any time before or after the execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge, etc. by whatever name called is levied or recovered or charges or becomes payable under any statute/rule/ regulations/orders either by the Central Government or State Government or local body or revenue authorities or any other authority in respect of the said Plot or this agreement or this transaction the same shall be borne and shall paid by the Purchaser/s within 7 (seven) days from the date of demand of the same by the Developers.
- D. The present agreement is not a construction agreement or work contract of service contract and the said Land, the said project and the said Plot shall vest only with the

Developers and would pass on to the ultimate organization of the purchasers of the project and/or the Purchaser/s as the case may be on the execution of the final conveyance of the said Land thereon including the said Plot and despite the said fact if any taxes, cess, etc. of any nature are levied on the present agreement the same shall be paid by the Purchaser/s alone.

- E. The Developers undertake to intimate the Purchaser/s about the imposition of any other taxes that may be levied due to the construction of the present agreement or by any amendment in any of the laws/statutes.
- F. The Purchaser/s undertakes to pay the said taxes, cess, levies as stated hereinabove to the Developers within 7 (seven) days from the date of such demand by the Developers and in the event the Purchaser/s fail/s to pay the same within the stipulated time, then the same shall remain a lien or charge of arrears on the said Plot in favour of the Developers and the Developers shall be entitled to recover the same from the Purchaser/s along with interest thereon and till such time the said amount along with interest if any is paid by the Purchaser/s, the Developers shall be entitled to withhold handing over of possession of the said Plot to the Purchaser/s.

6. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

- (A) It is hereby agreed that the Developers and the Purchaser/s herein shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by Pimpri Chinchwad Municipal Corporation, Pune or the local authority at the time of sanctioning of the Layout.
- (B) The Purchaser herein shall not be entitled to claim possession of the said Plot until the Completion Certificate in respect of the said Plot is received by the Developers from PCMC Authorities, or the Local Authority and the Purchaser/s herein have paid all dues payable under this agreement in respect of the said Plot to the Developers and is/are not guilty of breach of any of the terms and conditions of this Agreement.

7. UTILIZATION OF THE FSI/TDR/BUILDING POTENTIAL

- (A) In this agreement, the word FSI (floor space index) or FAR (floor area ratio) or TDR (transferable development rights) or Paid FSI or any other buildable potential shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws.
- (B) It is hereby declared that the Purchaser/s shall be entitled to use such FSI or FAR as would be available in respect of the said Plot as per the sanctioned layout attached.
- (C) Any balance FSI shall always remain the property of the Developers and the Developers shall be entitled to load the on any plot in the project or on any other land.
- (D) The Developers have disclosed that the Purchaser/s shall have to obtain building permission from the concerned authorities for constructing any bungalow/building or structure on the said Plot at their own costs, risks and responsibility. The Purchaser/s shall be entitled to commence the construction of their bungalow/building or structure after the Developers have handed over possession of the said Plot to the Purchaser/s.

8. DISCLOSURE AND INVESTIGATION OF TITLE AND BUILDABLE POTENTIAL

- (A) The Developers herein have made full and true disclosure to the Purchaser/s as to the title and further rights and authorities of the Developers in respect of the said Land and the buildable potential as well as the encumbrances, if any, known to the Developers.
- (B) The Developers herein have also requested to the Purchaser/s to carry out the search and to investigate the marketable title, rights and authorities of the Developers in respect of the said Land and also as regards the buildable potential by appointing his/her/their own Advocates/Architects/etc. As required by the Purchaser/s, the Developers herein have given all information to the Purchaser/s herein and he/she/they is/are acquainted himself/ herself/ themselves with all the facts as to the marketable title, rights and authorities of the Developers herein in respect of the said Land and also the buildable potential and after satisfaction and acceptance of the same has/have

- entered into this Agreement.
- (C) The Purchaser/s hereinafter shall not be entitled to challenge or question the title, rights/authority of the Developers in respect of the said Land and the buildable potential and further the Developer's rights and authority as to enter into this agreement.
- (D) The Developers have disclosed to the Purchaser/s that there are no litigations pending in respect of the said Land and/or the said project as on the date of this agreement.

9. **TIME IS ESSENCE OF THE AGREEMENT**

- (A) Time is of the essence of this Agreement for the Developers as well as the Purchaser/s.
- (B) The Developers shall abide by the time schedule for completing the said Phase and handing over the said Plot to the Purchaser/s. The Developers have disclosed that the said project "VIAANA PHASE I" shall be completed by dated 31/03/2023.
- (C) The Developers shall complete the amenities and facilities to be provided to the Purchaser/s in the said project at the end of the project or at such times the Developers deem fit and proper, however prior to the completion of the entire project.
- (D) The Purchaser/s shall abide to make timely payments of the instalments of consideration towards the said Plot and all other dues payable by him/ her/ them and meeting all other obligations under this Agreement, subject to simultaneous completion of development by the Developers of the said Plot.
- (E) If the Developers fail to abide by the time schedule for completing the project and handing over of the said Plot to the Purchaser/s, the Developers agree to pay to the Purchaser/s, who does not want to withdraw from the project, the Developers shall pay interest as stated in Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 on all amounts paid by the Purchaser/s (excluding the amounts paid towards GST or like) for every month of delay, till the handing over of the possession of the said Plot.
- (F) The Purchaser/s agrees to pay to the Developers interest as stated in Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 on all the delayed payments which become due and payable by the Purchaser/s to the Developers under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Developers. Provided that the tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Developers under this Agreement, nor shall it be construed as condonation of the delay by the Developers against delay in payments by the Purchaser/s.
- (G) Without prejudice to the right of the Developers to charge interest in terms of clause 9 (E) hereinabove, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developers under this Agreement (including his/her/their proportionate share of taxes levied by the concerned authorities and other outgoings) and on the Purchaser/s three defaults of payment of instalments (either being the same or other and as demanded by the Developers), the Developers shall at its own option, may terminate this Agreement: Provided that, the Developers shall give written notice of fifteen days send by Registered Post A.D. and by email at the address provided by the Purchaser/s of its intention to terminate this Agreement and of the specific breach/es of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fail/s to rectify the said breach/es mentioned by the Developers within the period of the notice then at the end of such notice period, the Developers shall be entitled to terminate this Agreement.

Provided further that upon the termination of this Agreement as aforesaid, the Developers shall refund to the Purchaser/s, subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Developers within a period of 30 (thirty) days of the termination, the installments of sale consideration of the said Plot which may then have been paid by the Purchaser/s to the Developers. It is understood that the Developers will not have to refund any amounts which have been paid by the Purchaser/s towards Stamp Duty and Registration Charges, GST or like. It is agreed by the parties that for the purposes of termination as envisaged herein the Developers shall be entitled to liquidated damages quantified at 10% of the total consideration of the said Plot.

- (H) At the time of accepting the said refund of the amounts as stated in clause 9(F) the Purchaser/s shall execute and register the necessary Deed of Cancellation as required for by the Developers and shall also hand over the original of these presents to the Developers and in case the Purchaser/s has/have availed any loan or financial assistance from any bank or financial institution, the Purchaser/s shall procure the necessary No Objection from such bank or financial institution. In the event the Purchaser/s fail/s to come forward to execute and register the Deed of Cancellation within 7 (seven) days from such written intimation being given to the Purchaser/s, then by these presents itself the Purchaser/s herein irrevocably nominate, constitute and appoint Mr. _____, Age: adult, Occupation: Service having address at: _____, as his/her/their, constituted attorney to execute and admit the execution of Deed of Cancellation or any other document as may require to cancel this transaction in law and on termination of this Agreement as aforesaid and who is entitled to do the same on refund of amount to the Purchaser/s or to the bank or financial institution from whom the Purchaser/s has obtained loan or financial assistance by sending the same by cheque/demand draft as aforesaid by Registered Post A.D. By executing these presents the Purchaser/s for himself / herself / themselves and his heirs, executors and administrators ratify and confirm and agree to ratify and confirm aforesaid act of the Constituted Attorney by virtue of these present clause. In pursuance of appointment of the constituted attorney as aforesaid by the Purchaser/s, for the aforesaid purpose, the additional stamp of Rs. 500/- (Rupees Five Hundred only) is paid herewith by the Purchaser/s for this instrument under the Maharashtra Stamp Act, 1958.

10. SPECIFICATIONS AND AMENITIES

- (A) The amenities and specifications agreed to be provided by the Developers to the said Plot or to the said project being in which said Plot is situated are described in the Schedule _____ written hereinunder.

- 11. DELIVERY OF POSSESSION:-** The Developers herein shall complete the development of the said Plot in all respect on or before 31/12/2022. In the event, the Developers fail or neglect to hand over possession of the said Plot to the Purchaser/s on account of reasons beyond their control and of its agents by the aforesaid date, then the Developers shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the said Plot with interest at the same rate as mentioned in clause 9 (D) hereinabove from the date the Developers have received the sum till the date the amounts and interest thereon is repaid to the Purchaser/s.

Provided that, the Developers shall be entitled to reasonable extension of time for giving delivery of the said Plot on the aforesaid date, if the development of the said project in which the said Plot is situated is delayed on account of:-

- (i) War, civil commotion, strikes or act of God.
- (ii) Any notice, order, rule, notification of the Government and/or public or competent authority or Court.
- (iii) The Purchaser/s has/have committed any default in payment of installment on its due dates (This is without prejudice to the right of the Developers to terminate this agreement as stated in these presents).
- (iv) Any unanticipated difficulty due to change in any Government rules or regulations or

any objections from any Government authority or other Competent Authority.

(v) Any delay in getting any permissions, sanctions, consents, no objections or Completion Certificate from any concerned authority due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities well within the stipulated time frame.

(vi) Any other reasons beyond the control of the Developers including force majeure conditions.

It is further agreed by and between the parties that in the event any common facilities and amenities are already built and operational prior to the Purchaser/s taking possession of the said Plot, then in such an event, the Purchaser/s and/or the ultimate organization of the purchasers being the said society shall accept the same the same condition and on as is where it is basis.

11. PROCEDURE FOR TAKING AND FAILURE TO TAKE POSSESSION OF THE SAID PLOT

(A) After completion of development in all respects in respect of the said Plot, the Developers herein shall within 7 (seven) days inform in writing to the Purchaser/s to take possession of the said Plot within a period of 15 (fifteen) days from the receipt of such letter.

(B) On receipt of such letter from the Developers, the Purchaser/s herein shall inspect the said Plot in all respect and get satisfied according to the terms and conditions of this Agreement and after the Purchaser/s is/are satisfied himself/ herself/ themselves as aforesaid within the said period, at his/her/their request, the Developers herein shall hand over the possession of the said Plot to the Purchaser/s on payment of all amounts due and payable by the Purchaser/s to the Developers under this Agreement and the Purchaser/s herein has/have not committed any default in payment of consideration in installment on its due date to the Developers in pursuance of these presents.

(C) It is further agreed between the parties hereto that, after receiving the possession of the said Plot as stated above, the Purchaser/s herein shall not be entitled to raise any objection or to demand any amount/s under whatsoever ground from the Developers herein. It is further agreed between the parties thereto that on receipt of possession of the said Plot by the Purchaser in pursuance of these presents, it shall be presumed that Purchaser/s herein has/have accepted the said Plot on as is where is basis and extinguished his/her/their rights as to raise any objection or complaint under whatsoever head.

(D) The Developers agree and undertake to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developers.

(E) In the event, the Purchaser/s fail/s to take possession of the said Plot as stated hereinabove, the same shall be construed as a breach of the terms and conditions of this Agreement and that the Purchaser/s shall be liable to pay maintenance charges, taxes, penalties, etc as applicable.

(F) The parties hereto specifically agree and covenant that the common amenities and facilities agreed to be provided by the Developers shall be provided at the end of the project and the Purchaser/s shall at no point of raise any dispute thereto or object in any manner to take possession of the said Plot.

12. USE OF THE SAID PLOT

(A) The Purchaser/s shall use the said Plot or any part thereof or permit the same to be used only for Residential purpose as shown in the sanctioned plan.

(B) The Purchaser/s shall not park two or four wheeler vehicle on the internal roads in the said project nor shall store any material, construction goods on the internal roads or any other place in the said project. The Purchaser/s shall not entitled to park inside the project any heavy vehicles such as trucks, bull dozers, buses, tractors, etc.

(C) Further the Purchaser/s or none of the occupants is/are entitled to have entry of any public vehicles without prior written consent from the Developers till handing over the administration to the ultimate organization of purchasers and thereafter from the managing committee of such ultimate organization being a cooperative society.

(D) The Developers shall not be responsible and/or liable for any nuisance and disturbance caused by any occupants, occupying any Plot in the project after the respective Plot has

been handed over to such purchaser/s of the Plot by the Developers.

- 13. CONVEYANCE / SALE DEED :-** On receipt of the entire consideration payable under this Agreement along with all other amounts mentioned herein, the Developers shall hand over the actual and vacant possession of the said Plot to the Purchaser/s. The Developers shall execute the necessary Sale Deed/Conveyance in respect of the said plot in favour of the said purchaser.
- 14. FORMATION OF ORGANIZATION OF PLOT HOLDERS IN THE PROJECT**
- (A) The Purchaser/s along with other purchaser/s of plots in the Project **VIAANA PHASE I** shall join in forming and registering one or more Cooperative Society under the provisions of the Maharashtra Cooperative Societies Act, 1960 and rules made there and to be known by such name/s as the Developers may decide and for this purpose also from time to time sign and execute all the application for registration and / or membership and the other papers and documents necessary for the formation and registration of the Society including the bye-laws of the proposed Society and duly fill in, sign and return to the Developers within 7 (seven) days of the same being forwarded by the Developers to the Purchaser/s, so as to enable the Developers to register the Society, failing and / or neglecting to sign the necessary papers or not giving co-operation or assistance required by the Developers, the Developers shall not be liable for any delay in the formation of the Society, as the case may be and if the defaulter neglects or any of the Purchaser/s continues for a period of 2 (two) months, then the Developers shall be relieved of their obligation to form the Society, which shall thereafter be formed only by all the Plot holders. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft byelaws of Society, unless it is required by the Registrar of Co-operative Society or any other Competent Authority, as the case may be.
- (B) The Developers shall form and register the Cooperative Society after the sale of at least 51% (fifty one percent) of the plots in the said Project.
- 15. PAYMENT OF TAXES, CESSSES, MAINTENANCE, ETC.:**
- (A) Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said Plot, the Purchaser/s herein shall be liable to bear and pay all taxes, cesses in respect of the said Plot and non-agricultural assessment in respect of the said Plot to the respective authorities and/or to the Developers.
- (B) Within a period of 15 (fifteen) days from the date of possession of the respective Plot, the Purchaser/s herein shall be liable to bear and pay the maintenance charges of Rs. —/- per square feet per month along with service tax and all applicable other taxes as the case may be for a period upto ----(twelve) months, to the Developers and/or maintenance company appointed by the Developers or/and the said society. The Purchaser/s shall also pay a sum of Rs. —/- per square feet as sinking fund to the Developers or the said society at the time of taking possession of the said Plot. In the event the sinking fund is collected by the Developers, the same would be handed over to the said society on its formation. The Purchasers shall also pay to the Developers a sum of Rs. 50/- per square feet as infra charges separately to the Developers at the time of taking possession of the said Plot.
- (C) The maintenance charges shall be only towards the common areas and amenities and payment of bills for common water pumps/ lights, etc. and provision of security services in project.
- (D) The Purchaser/s shall at the time of taking possession of the said Plot or within a period of 15 (fifteen) days from the intimation to take possession pay the maintenance charges as stated hereinbelow to the Developers and/or the maintenance company or the said society in advance. The Developers and/or the maintenance company shall cause the maintenance as stated above for the said period utilizing the said amount. No accounts thereof shall be furnished by the Developers and/or the said maintenance company to the Purchaser/s or ultimate organization of the Plot purchasers being the cooperative society.
- (E) It is further specifically agreed that the Purchaser/s shall every month/year contribute and pay to the Developers and/or said maintenance company/cooperative society such further

sums as may be determined by the said Developers and/or maintenance company and/or cooperative society having regards to inflation.

- (F) The Purchaser/s shall also be liable to pay any taxes such as service tax, VAT, GST, etc., if applicable as regards to the said maintenance service to be provided.
- (G) But it is specifically agreed between the parties hereto that, the Developers is not responsible/liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold Plots in the project.

16. SPECIAL COVENANTS

- (A) The Developers herein have specifically informed to the Purchaser/s and Purchaser/s herein is/are also well aware that, the Developers herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building/s, outer colour scheme, terraces, windows and grills etc. and hence the Purchaser/s or any owner or occupier of the Plot/s in the project shall and will not be entitled to disturb the aforesaid homogeneity of the scheme.
- (B) The Purchaser/s shall not construct any bungalow/building/structure having more than ground plus 1 floor upon the said Plot.
- (C) The Purchaser/s shall not alter or modify or demolish the compound wall of the said Plot or change the location of the entrance gate to the said Plot. The Purchaser/s will not make any additional entry gate to the said Plot other than the one provided by the Developers.
- (D) The Purchaser/s shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi - governmental agencies and pollution control board and which may include operation of the rain water harvesting, Sewerage Treatment Plant, etc. The Purchaser/s hereby gives his/her/their consent and no objection to the Developers and/or the ultimate organization of Plot purchasers or the maintenance company to operate and run facilities such as rain water harvesting, Sewerage Treatment Plant, etc. as per the rules and regulations imposed by the concerned authorities.
- (E) The Purchaser/s herein agrees and covenants that for safety reasons, he/she/they shall be allowed to visit and inspect the said Plot during the course of development with prior written permission of the Developers and on a pre appointed time and date only and such permission may be withheld unilaterally by the Developers considering the site condition.
- (F) There is a possibility that there may be some drainage lines, water lines or storm water drain lines or other utility lines are running through the said Plot which is/are allotted to the Purchaser/s in the manner as stated in this Agreement and the Purchaser/s after taking possession thereof shall permit the Developers and/or their nominees or the maintenance company or the said society to access the same for repairs and maintenance. The purchaser shall not alter the or change the direction of the said lines.
- (G) The purchaser has checked the plot and satisfied himself/herself of the contours of the plot
- (H) The grant of completion/occupation certificate by the concerned authority, in respect of the said Plot shall be conclusive proof as to completion of development of the said Plot.
- (I) The Purchaser/s herein admits and agrees to always admit that the Developers are always ready and willing on all payment payable by the Purchaser/s under this Agreement to the Developers to hand over the possession of the said Plot on its completion.
- (J) If at any time, after execution of this agreement, any additional tax/duty/charges/premium/cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said Land or the said Plot or this agreement or the transaction herein, shall exclusively be paid/borne by the Purchaser/s. The Purchaser/s hereby, always indemnifies the Developers from all such levies cost and consequences.
- (K) Nothing contained in this agreement is intended to be nor shall be construed as a grant,

demise or assignment in law in respect of the said Land or any part thereof except the said Plot. The Purchaser/s shall have no claim save and except in respect of the said Plot hereby agreed to be sold to him/her/them.

- (L) Any delay tolerated or indulgence shown or omission on the part of the Developers in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Purchaser/s by the Developers shall not be construed as the waiver on the part of the Developers of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Developers.
- (M) In the event of the said cooperative society of the Plot purchasers being formed and registered before the sale and disposal of all the plots in the said project, all the power, authorities and rights of the Purchaser/s herein shall be always subject to the Developer's over all right to dispose of unsold plots. The Purchaser/s or any other plot holder in the project or ad-hoc committee of the Society or the maintenance company as the case may be shall have no right to demand any amount from the Developers herein in respect of the unsold plot towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc. or sinking fund.
- (N) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Developers shall have all the rights under this agreement and other agreements in respect of the other plots shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the plots in the project is received by the Developers.
- (O) The Developers herein have not undertaken any responsibility nor have they agreed anything with the Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Developers, other than the terms and conditions expressly provided under this agreement.
- (P) The Developers herein have disclosed arrangement of water supply, Electricity Supply and provision of drainage and sewage to the Purchaser/s herein and the Purchaser/s with due diligence accept the aforesaid arrangement by executing these present. Further with due diligence the Purchaser/s herein accept that, the Developers herein are only responsible to provide the aforesaid facilities from concern authorities and shall not be responsible for any shortfall of water, electricity and provision of drainage and sewage, for the reason same is beyond the control of the Developers.

17. REPRESENTATIONS AND WARRANTIES BY THE DEVELOPERS

- (A) The Developers have clear and marketable title with respect to the project land, as declared in the title report annexed to this Agreement and have the requisite rights to carry out development upon the said Land and also have actual, physical and legal possession of the said land for the implementation of the said Land.
- (B) The Developers have lawful rights and requisite approvals from the competent authorities to carry out development of the said project and shall obtain requisite approvals from time to time to complete the development of the said project.
- (C) There are no encumbrances upon the said Land or the said project save and except those disclosed in the Title Report and/or in this Agreement.
- (D) There are no litigations pending in respect of the said Land and/or the said project as on the date of this agreement before any Court, Tribunal or Forum.
- (E) All approvals, licenses and permits issued by the competent authorities with respect to the said project, or the said Land are valid and subsisting and have been obtained by following due process of law. Further all approvals, licenses and permits to be issued by the competent authorities with respect to the said project, the said Land shall be obtained following due process of law and the Developers have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said project, said Land and the common areas.
- (F) The Developers have a right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.
- (G) The Developers have not entered into any agreement for sale and/or development

agreement or any other agreement with any person/s or party with respect to the said Land, including the said project and the said Plot which will in any manner affect the rights of the Purchaser/s under this Agreement.

- (H) The Developers confirm that the Developers are not restricted in any manner whatsoever from selling the said Plot to the Purchaser/s in the manner contemplated in this Agreement.
- (I) The Developers have 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 concerned authorities.
- (J) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including notice for acquisition or requisition of the said Land) has been received or served upon the Developers in respect of the said Land and/or the said project save and except those disclosed in the title report and/or in this agreement.

18. COVENANTS AS TO THE USE AND MAINTENANCE OF THE SAID PLOT ETC.

The Purchaser/s himself/herself/themselves with intention to bring all persons into whosoever hands the said Plot may come, doth hereby covenant with the Developers as follows for the said Plot and also for the project in which the said Plot is situated.

- (A) To maintain the said Plot at the Purchaser/s own cost in good tenantable repair and condition from the date of possession of the said Plot is taken and shall not do or cause to be done anything or suffer to be done anything in or to the said Plot or the project in which the said Plot is situated which may be against the rules, regulations or bye laws of the concerned local or any other authority or change/alter or make addition in or to the said Plot and in or to the said Plot itself or any part thereof without the consent of the local authorities, if required.
- (B) Not to store in/outside the said Plot or surrounding area, any goods which are of hazardous, combustible or dangerous nature or storing of such goods is objected to by the concerned local authority any other authority or under any law and in case of any damage is caused on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for all the consequences of the breach.
- (C) To carry at his/her/their own cost/s all internal maintenance and cleaning in the said Plot and maintain the said Plot in the same condition, state and order in which it was delivered by the Developers to the Purchaser/s.
- (D) Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature to the boundary fencing of the said Plot or any part thereof.
- (E) Not to change the location of the entrance gate to the said Plot.
- (F) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Plot in the compound or any portion of the said Land and in the project in which the said Plot is situated.
- (G) Pay to the Developers within 15 (fifteen) days of demand by the Developers, his/her/their share of security deposit demanded by the concerned authority or Government for giving water, electricity or any other service connection to the project in which the said Plot is situated.
- (H) To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion certificate in respect of the said Plot and also any additional increased taxes, insurances etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of change of user of the said Plot by the Purchaser/s for any purposes other than for the purposes as shown in the sanctioned plan.
- (I) The Purchaser/s shall observe and perform all the rules and regulations which the ultimate organization of Plot purchasers being the cooperative society for maintenance may adopted at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said common area and facilities and for observance and performance of the rules, regulations and bye-laws for the time being of the concerned local authority and the government and

of the Government or other public bodies. The Purchaser/s shall observe and perform all the stipulations and conditions laid down by ultimate organization of Plot purchasers being cooperative society regarding the occupation and use of the Plot in the project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this agreement.

19. MEASUREMENT OF THE AREA OF THE SAID PLOT

- (A) At the time of taking the possession the Purchaser/s at his/her/their own discretion get measured the area of the said Plot and if any difference more than 5% (five percent) in the area is found then the consideration of the said Plot shall be adjusted accordingly and either Developers or Purchaser/s as the case may be refund or pay the differential amount.
- (B) After taking the possession of the said Plot by the Purchaser/s it shall be presumed the Purchaser/s has/have no grievance under whatsoever head including as regards to area, length and width, etc. of the said Plot.

20. DEVELOPERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developers execute this Agreement, they shall not mortgage or create a charge on the said Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has/have taken or agreed to take the said Plot.

21. BROCHURE/ADVERTISING MATERIAL:- It is specifically understood that the brochure/s published as an advertisement material, sales plans and brouchers or the sample Plot contain various features such as furniture layout in a Plot, vegetation and plantation shown around the building, scheme, color scheme, vehicles etc. to increase the aesthetic value only and are not facts and are not agreed to be provided. These features/amenities are not agreed to be developed or provided by the Developers. The concept Plot made by the Developers may contain many civil and furniture upgrades to increase the aesthetic value only and are not facts and are not agreed to be provided by the Developers and the same are not standard amenities which are agreed to be provided.

22. TAX DEDUCTED AT SOURCE

- (A) If any deduction of an amount is made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under the Income Tax Act, 1961 or any other prevailing law while making any payment to the Developers under this Agreement shall be acknowledged / credited by the Developers, only upon Purchaser/s submitting Original Tax Deducted at Source Certificate and the amount mentioned in the Certificate is matching with Income Tax Department site to that effect.
- (B) Provided further, that at the time of handing over the possession of the said Plot, if such Certificate of TDS is not produced to the Developers, the Purchaser/s shall deposit equivalent amount as interest free deposit with the Developers and which deposit shall refunded by the Developers on the Purchaser/s producing/furnishing such Certificate within 4 (four) months of the possession of the said Plot being handed over. Provided further that in case the Purchaser/s fail/s to produce such TDS Certificate within the stipulated period of 4 (four) months, the Developers shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

23. PAYMENT OF STAMP DUTY REGISTRATION FEE ETC. :- The Purchaser/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements, deed of apartment or any final conveyance deed which is to be executed by the Developers in favour of the Purchaser/s. The parties herein shall be entitled to get the foresaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Developers in favour of the Purchaser/s or in the name of the ultimate organization of Plot purchasers.

24. **BINDING EFFECT :-** Forwarding this Agreement to the Purchaser/s by the Developers does not create a binding obligation on the part of the Developers or the Purchaser/s, until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the Developers. If the Purchaser/s fails to execute and deliver to the Developers this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appears before the Sub Registrar for its registration as and when intimated by the Developers, then the Developers shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever and subject to deductions as mentioned in the booking form.
25. **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 regards to the said Plot.
26. **RIGHT TO AMEND :-** This Agreement shall only be amended or modified through written consent of the parties and by executing necessary supplementary deeds and documents thereto.
27. **PROVISIONS HERETO APPLICABLE TO SUBSEQUENT PURCHASERS :-** It is clearly understood and also agreed by the parties hereto that all the provisions contained in this Agreement and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Purchasers of the said Plot in case of a transfer, as the said obligation go along with the said Plot for all intents and purposes.
28. **SEVERABILITY :-** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under any other applicable law, such provision in this 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 there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
29. **CALCULATION OF PROPORTIONATE SHARE :-** Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other purchasers in the project, the same shall be in proportion to the total area of the said Plot to the total area of all the Plots in the project.
30. **FURTHER ASSURANCES :-** The parties hereto 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 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.
31. **PLACE OF EXECUTION :-** The execution of this Agreement shall be complete only upon its execution by the Developers at the Developers office at Pune. After the Agreement is duly executed by the parties, the said Agreement shall be registered with the office of the Sub Registrar. Hence this Agreement shall be deemed to have been executed at Pune.
32. **REGISTRATION :-** The Purchaser/s shall present this Agreement as well as any other deeds, documents etc. which are to be executed by the parties hereto in pursuance of this

presents, at the proper registration office for registration within the time limit prescribed under the Registration Act and Developers after receiving written intimation will attend such office and admit execution thereof.

33. SERVICE OF NOTICE

- (A) All notices to be served on the Developers or the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Developers or the Purchaser/s as the case may be by under Registered Post A.D and notified by E-mail at his/her/their address/es specified in the title clause of this Agreement or at the address intimated in writing by the Purchaser/s after execution of this Agreement.
- (B) In change of any address, telephone number, email address the any party, such party shall inform the same to the other party forthwith and if the same has not been communicated, the communications and letters posted at the original address shall be deemed to have been received by the Developers or the Purchaser/s as the case may be.
- (C) In case of joint purchasers all communications shall be sent by the Developers to the purchaser 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 purchasers.

34. DISPUTE RESOLUTION :- Any dispute between the parties shall be settled amicably. In case of failure to settle the disputes amicably, the same shall be referred to authorities as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under.

35. EFFECT OF LAWS

- (A) 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.
- (B) This Agreement shall always be subject to the provisions of The Real Estate (Regulation and Development) Act, 2016, The Maharashtra Ownership Flats (Regulation of the promotion, of The Construction, Sale, Management and Transfer) Act, 1963 and The Maharashtra Apartment Ownership Flats Act, 1970, and the rules made there under.
- (C) The Courts in Pune shall have jurisdiction to try and entertain any matter arising out of this Agreement.

FIRST SCHEDULE

(Description of the said Land)

All those pieces and parcels of land or ground admeasuring area about 00 H 22.50 Ares from and out of Survey No. 127 Hissa No 1A totally admeasuring 00 H 40.50 Ares and assessed at Rs. 02=04 paise, lying being and situated at Village Ravet, Taluka Haveli, District Pune, and within the limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli, Pune.

SECOND SCHEDULE

(Description of the said Plot being the subject matter of this Agreement)

All that piece and parcel of Non Agricultural **PLOT** bearing No. ——— admeasuring an area ——— sq. mtrs. along with pro-rata Basis built-up area admeasuring ----- sq. mtrs. and alongwith pro-rata undivided share in the 09 mtrs. internal road & in the 06 mtrs. internal road out of the sanctioned layout of the project “**VIAANA PHASE I**” together with the right to consume permissible F.A.R. (Floor Area Ratio) in the sanctioned layout of all those pieces and parcels of land or ground admeasuring 00 H 22.50 Ares from and out of Survey No. 127 Hissa No 1A totally admeasuring 00 H 40.50 Ares and assessed at Rs. 02=04 paise, lying being and situated at Village Ravet, Taluka Haveli, District Pune, and within the limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli, Pune and the said Plot is bounded as follows:-

On or towards the East : Plot No P-6

On or towards the West : Plot No P-8

On or towards the North : Plot No P-1 (Part) & Plot No P-4 (Part)

On or towards the South : 6 mtrs Road

SCHEDULE – II
AMENITIES:

- a. Internal Roads
- b. provision for water connection
- c. provision for Electricity connection
- d. Wall Compound to entire project land
- e. Entrance Gate

NOTE: The aforesaid specifications are general and will be provided in residential accommodation only as suitable in accommodation as per the discretion of the Developer. Any additional specification for work will be charged extra. No rebate will be given for cancellation or omission of any item, which is agreed as aforesaid.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET AND
SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH AND
THE YEARS HEREIN ABOVE WRITTEN.**

SIGNED AND DELIVERED WITHIN by within named party of the FIRST Part i.e. THE OWNERS / VENDORS / DEVELOPERS i.e. M/s. CROISSANCE BUILDCON Through its designated partners		
Name & Signature	Photo	L.H. Thumb
Mr. SUCHIT S. DAGA		

SIGNED AND DELIVERED WITHIN by within named party if the SECOND Part i.e. THE PURCHASER/S		
Name & Signature	Photo	L.H. Thumb

IN THE PRESENCE OF Witnesses:

1. Signature :
 Name :
 Address :

2. Signature :
 Name :
 Address :