

Date:-

PROVISIONAL ALLOTMENT LETTER

Name:- _____

Address:- _____

Pan:- _____

Sub: Provisional Allotment of Flat NoAdmeasuringSq. Ft.
Carpet Approximately Equivalent ToSq. Mtr. onFloor In Wing In
The Project Know As **“Misty Greens”** Situated At **“Gat no- 741, Near Indra Prastha
Mangal Karyalaya, Patil nagar, Chikali, Pune 411062”**

Area : _____

Flat no. : _____

Total value: _____

(in words) : _____

Dear Sir/Madam

1. With reference to your provisional booking of the said flat and upon you handing over to us a Cheque of amount Rs.vide cheque no.....dated drawn onbank towards the initial deposit, we acknowledge the receipt of the same.
2. It is agreed and understood that the allotment of the flat provisional.
3. You have also agreed and confirmed that you shall execute a written agreement for sale in respect of the said flat, subject to you making payment of ten percent of the total value of the said flat (plus applicable GST, Stamp Duty, Registration, LBT, and any other Government Levy as may be levied from time to time)
4. You are aware that we are entitled to develop and construct residential cum commercial complex as per the prevailing D C regulation of **Pimpri Chinchwad Municipal Corporation (PCMC)** Called **“Misty Greens”** Situated at **“Gat no- 741, Near Indra Prastha Mangal Karyalaya, Patil nagar, Chikali, Pune 411062”**.

5. We also explained to you the phase wise development of the said property as and when permission would be available to us. We have also explained to you that the layout of the said property is subject to amendment and changes at our sole discretion and subject to final approval from concerned authorities with due respect to real estate regulation act 2016.
 6. The total consideration for the flat is You hereby confirm and assure that you will make the payment accordingly in time including as per the schedule of the payment (As mentioned in the agreement to sale which is in line with the Rera guidelines). In case of any failure on your part to make payment as per the schedule given, we have the right to charge interest **as per RERA guidelines** on the due amount together with interest thereon.
- **Note -1:**
The Total above excludes Cost mentioned in clause no. 10 & 11 below And Taxes (consisting of tax paid or payable by the promoter by way of VAT, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the project payable by the promoter) up to the date of handing over the possession of the Flat/Apartment.
 - **Note – 2:**
Without prejudice to the right of promoter to charge interest in terms of sub clause 6 above, on the purchasers/ Allottee committing default in payment on due date of any amount due and payable by the purchasers/ Allottee to the promoter under this agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the purchasers / Allottee committing three defaults of payment of installments, the promoter shall at his own option, may terminate this agreement.
7. The total negotiated sale consideration has been arrived at, by passing on the benefits of the input credit factoring in the legal framework set out under the Goods and Services Tax, 2016 of mechanism of input credit and anti-profiteering clauses, stipulated thereunder. The Promoter has already passed on the benefits thereof to the Allottee by revising the prices. The Allottee has been made aware of this and he shall not dispute the same.
 8. You have inspected the approved plans and the title document of the land; however we are entitled to modify the plans as required by **PCMC** subject to fulfillment of Real Estate Regulation Act, 2016
 9. You also confirm that until the time of the agreement is executed you shall not have any right, title interest in the respect of the said flat and amount paid shall remain with us as non- interest bearing deposit.
 10. You hereby also agree and confirm that sum of Rs.....is payable over and above the cost of flat, towards maintenance charge for **12 months** which shall be paid by you

at the time of possession. The maintenance will be applicable from the date of O/C certificate or possession for furniture work whichever is earlier.

11. You have agreed and confirmed that sum of Rs.....is payable by you over and above the cost of the said flat towards society formation, water ,electric and other utility and services connection charges , MSEB & legal fees etc. which shall be paid as and when demand is made by us on that behalf and the said amount is non – refundable.
12. The transaction covered by this agreement is understood to be a sale liable under the GST as per the existing regulations. The GST or any other tax that is liable to be paid or may become liable to be paid in future under any statute central to state shall be payable by the purchasers.
13. Kindly note that any kind of alteration of the flat (Internal & External) is strictly not allowed.
14. The actual carpet area on site shall differ due to skirting, POP, Tilling plaster.
15. You are requested to sign in confirmation of accepting the term as mentioned hereinabove by subscribing your signature on this letter and copy of this letter.

Thanking You,

Yours faithfully,

For Pruthvi Developers

Partner



AGREEMENT TO SALE

Promoter : M/s. Pruthvi Developers
Project Name : Misty Greens
Wing :
Floor No. :
Flat No. :
Village : Chikhali
Survey No. : 741 (P)
Sale Price : Rs. .../-

This Agreement to Sell is made and executed at Chinchwad on this _ day of August in the year 2018,

BETWEEN

M/S. PRUTHVI DEVELOPERS

Registered Partnership Firm
Registered Under Indian Partnership Act 1932
Having its office at; Gat no 741, Bagvasti,
Patilnagar, Chikhali, Pune - 411062
PAN No. AANFP8167A

Through its Partner:-

Mr. Tushar Vijaykumar Lunawat

Age: 36 yrs., Occu.: Business
Add. at: Galhad Society, Flat No. 55,
Premlok Park, Chinchwad, Pune - 411 033.
Pan No. ABUPL3432A

Hereinafter referred to as the **“The Owner / Promoter / Developer herein”**(Which expression shall unless it be repugnant to the context or meaning thereof shall always deem to mean and include its partners, present and future and their respective heirs, executors, administrators and assigns)

PARTY OF FIRST PART

AND

1 .Mr.

Age : Years Occ - Service
PAN NO.

2.Mrs.

Age : Years, Occ - ...
PAN No.
Both Residing at:,

Hereinafter referred to as **"Purchaser/s / Allottee"** (Which expression unless repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors, administrators and assigns)

PARTY OF SECOND PART....

AND

1) Mr. Anil Kantilal Nahar

Age : 63 years, Occ.: Business/ Agriculturist
R/at : "Jatan" Jeevan Nagar, Opp. Tata Motors,
Chinchwad, Pune - 411 033.
Pan No. AAJPN1561A

2) Mr. Sunil Kantilal Nahar

Age : 56 years, Occ.: Business/ Agriculturist
R/at : "Vimal" Jeevan Nagar, Opp. Tata Motors,
Chinchwad, Pune - 411 033.
Pan No. AAJPN1568K

Both Through their P.A. Holder

M/S. Pruthvi Developers

Registered Partnership Firm
Registered Under Indian Partnership Act 1932
Having its office at; S.No. 43, Shop No. 8, Kunal Market,
Chaphekar Chowk, Chinchwad, Pune - 411 033
PAN No. AANFP8167A

Through its Partner :-

Mr. Tushar Vijaykumar Lunawat

Age: 36 yrs., Occu.: Business
Add. at: Galhad Society, Flat No. 55,
Premlok Park, Chinchwad, Pune - 411 033.

Hereinafter collectively referred to as **“THE OWNER /CONSENTING PARTY”**(which expression unless repugnant to the context or meaning thereof shall mean and include their respective heirs, executors, administrators and assigns)

PARTY OF THIRD PART

WHEREAS the Developer herein is entitled to all the rights of development in respect of the said land, which are more particularly described in Schedule I hereunder written, and the details of the owner, have respective lands, the Development Agreement and General Power of Attorney and sale deed by which the said subject land owner have sold and entrusted the development of their respective land to the developer herein are as under:-

Sr. No	Doc.	Purchaser/Developer Name	Owner Name	Gat No.	Purchase Area	Doc. No. & Date
1	DA & POA	M/s. Pruthvi Developers	Mr. Anil Nahar & Mr. Sunil Nahar	741	21 R	3527/2017 & 3528/2017 dated 07.04.2017 Haveli - 18
2	Sale Deed & POA	M/s. Pruthvi Developers	Mrs Shobha Nahar & Mrs Sarla Nahar	741	21 R	5234/2016 & 5235/2016 dated 17.06.2016. HVL -18
				Total	42 R	

Total land is more particularly described in Schedule 1 hereunder Written (hereinafter referred to as “the project land”) and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney;

The property bearing Gat No. 741 originally numbered as Survey No. 458/1, admeasuring 11 Acre 23 Gunthas and was assessed at Rs. 10.90. However, by the Bombay Consolidation Act, 1947 (Act No. LXII), the said Survey No. 458/1 was actually measured and it was numbered as Gat No. 741 and actual measurement was noted as 4 Hectare 75 R and assessed at Rs. 10=56. The said property was then an agricultural land.

The said property originally belonged to the following owners jointly.

- a. Shri. Tulshiram Narayan Londhe (Maang)
- b. Shri. Baban Narayan Londhe (Maang)
- c. Shri. Shripati Sakharam Londhe (Maang)
- d. Shri. Tukaram Rajaram Londhe (Maang)
- e. Shri. Jaiwant Sitaram Londhe (Maang)

Out of the said owners, Shri. Shripati Sakharam Londhe has expired leaving behind the following heirs and accordingly their names have been recorded in the rights of record as owners thereof to the extent of his share, vide Mutation Entry No. 985.

- a. Smt. Shantabai Shripati Londhe - widow
- b. Shri. Sopan Shripati Londhe - son
- c. Shri. Shivaji Shripati Londhe - son
- d. Ms. Vithabai Shripati Londhe - daughter

Out of the said owners, Shri. Tukaram Rajaram Londhe expired on 13.10.1992 leaving behind the following heirs :-

- a. Smt. Banabai Tukaram Londhe - widow
- b. Shri. Murlidhar Tukaram Londhe - son
- c. Shri. Kisan Tukaram Londhe - son
- d. Shri. Damu Tukaram Londhe - son
- e. Mrs. Bababai Dattu Lonare - daughter
- f. Mrs. Kamal Hiranman Jadhav - daughter
- g. Shri. Bhika Rajaram Londhe - brother
- h. Shri. Dnyandeo Rajaram Londhe - brother

Accordingly names of his heirs have been recorded in the rights of records as owners thereof to the extent of his share, vide Mutation Entry No. 3691.

Apart from the above owners, in the 7/12 extract names of Mrs. Muktabai Shankar Jadhav and Mrs. Rukmini Sambhaji Adagale have been recorded in the column of other rights.

Accordingly, the owners above are the absolute owners of the above property jointly.

Some of the owners above have sold the property of their respective shares to Shri. Baburao Habaji Saikar and Mrs. Shakuntala Baburao Saikar, vide three different Deeds of Sale, totally admeasuring 100 R, and accordingly they became absolute owners of the said property and their names have been recorded in the right of records as owners thereof, vide Mutation Entry No. 3628, 3629 and 4066.

That as per sale deed all the owners Mr. Tulshiram Narayan Mang and others stated above through their Power of attorney holder Mr. Ashok Raghunath

Mane have sold the property admeasuring 3 Hectare 95 R out of Gat No. 741 to Mrs. Salma Suresh Jadhav and Mrs. Chhaya Ashok Mane by a registered Deed of Sale, which Deed of Sale is registered with Sub-Registrar Haveli No. 8 vide Serial No. 5515/1996 dated 18.10.1996 and accordingly they became absolute owners of the said property and their names have been recorded in the right of records as owners thereof, vide Mutation Entry No. 4692.

That the said owners Mrs. Salma Suresh Jadhav and Mrs. Chayya Ashok Mane has sold the property admeasuring 42 R out of their share out of Gat No. 741 (Old Survey No. 458/1) to Mrs. Shobha Anil Nahar, Mrs. Sarla Sunil Nahar, Mr. Anil Kantilal Nahar, Mr. Sunil Kantilal Nahar by registered Sale deed dated 05.07.1997, which Sale deed was registered with Sub-Registrar Haveli VIII at Serial No. 4050/1997 dated 05.07.1997, Accordingly Mrs. Shobha Anil Nahar, Mrs. Sarla Sunil Nahar, Mr. Anil Kantilal Nahar, Mr. Sunil Kantilal Nahar became absolute owner of the property admeasuring 42 R out of Gat No. 741 (Old Survey No. 458/1) and their names have been recorded in the rights record as owner thereof vide its Mutation entry No. 5124.

That the said owners Mrs. Shobha Anil Nahar & Mrs. Sarla Sunil Nahar has sold the property of their share admeasuring 21 R of their share (out of 42 R) out of Gat No. 741 (Old Survey No. 458/1) to M/s. Pruthvi Developers Having its registered office at: Shop No. 8, Kunal Market, Chaphekar Chowk, Chinchwad, Pune - 411 033, Through its Partners 1. Mr. Tushar Vijaykumar Lunawat by registered Sale deed dated 17.06.2016 for a total consideration of Rs. 1,77,00,000/- , which Sale deed was registered with Sub-Registrar Haveli XVIII at Serial No. 5234/2016 dated 17.06.2016. That said sale deed is signed by Mr. Anil Kantilal Nahar and Mr. Sunil Kantilal Nahar as consenting party. Accordingly M/s. Pruthvi Developers Through its Partners 1. Mr. Tushar Vijaykumar Lunawat became absolute owner of the property admeasuring 21 R out of Gat No. 741 (Old Survey No. 458/1) and M/s. Pruthvi Developers became absolute owner of the said property and their names have been recorded in the rights of record as owner thereof vide its Mutation entry No. 28775. That the said owner also executed a POA alongwith sale deed in favour of M/s. Pruthvi Developers in respect of said property which POA is registered with Sub-Registrar Haveli No. 18 at Serial No. 5235/2016 and 5236/2016 dt 17/06/2016.

That out of the said owners Mr. Anil Kantilal Nahar and Mr. Sunil Kantilal Nahar wanted to develop their share of the property admeasuring 21 R out of Gat No. 741 being and lying at Village Chikhali, Taluka Haveli, District Pune and due to lack of fund and construction knowledge, hence they have entered into a Development Agreement on 07.04.2017, with M/s. Pruthvi Developers Through its Partners 1. Mr. Tushar Vijaykumar Lunawat for developing, disposing etc. the said property, which development agreement is registered with Sub-Registrar Haveli No. 26 at Serial No. 3527/2017 dated 07.04.2017, said document is signed by Mrs. Shobha Anil Nahar and Mrs. Sarla Sunil Nahar as consenting party. That further the owner above has executed a irrevocable Power of Attorney on 07.04.2017 in favour of M/s. Pruthvi Developers through its Partners 1. Mr. Tushar Vijaykumar Lunawat, which is registered with Sub-Registrar Haveli No. 26 at Serial No. 3528/2017 dated

07.04.2017, empowered them to construct a building consisting of various flats / shops / godowns on the said property and to sell the same to various prospective purchasers and to receive the sale proceeds from them. That Mrs. Shobha Anil Nahar and Mrs. Sarala Sunil Nahar has also given power of attorney for if there is any correction in documents to sign on their behalf as consenting party which POA is registered with Sub-Registrar Haveli No. 26 at Serial No. 3529/2017 dt. 07/04/2017.

AND WHEREAS the property adm 1041.25 Sq. Mtrs out of Gat No. 741(P) at Village Chikhali, Taluka Haveli, District Pune was under the development plan the said property was reserved for 18 Mtrs. D. P. road.

AND WHEREAS the said Mr. Anil Kantilal Nahar and Mr. Sunil Kantilal Nahar Mrs. Shobha Anil Nahar and Mrs. Sarala Sunil Nahar through Power of Attorney holder M/s. Pruthvi Developers through Power of Attorney holder Tushar Vijaykumar Lunawat has handed over the possession of the said land adm 1041.25 Sq Mtrs affected by 18 Mtrs Road widening to PCMC and executed possession Receipt in favour of PCMC, which is registered with Sub-Registrar Haveli No. 26 at Serial No. 10607/2017 dt. 22/09/2017. Accordingly after deducting area under road widening remaining land adm 15.79 R remain in name of M/s. Pruthvi Developers and property adm 15.80 R remain in name of Mr. Anil Kantilal Nahar & Mr. Sunil Kantilal Nahar and said effect given vide its mutation entry No. 28952

AND WHEREAS the Owner/Promoter herein has prepared, submitted and obtained the necessary sanction for the Building Plan from Pimpri Chinchwad Municipal Corporation vide Commencement Certificate bearing Sr. No. **BP/Chikhali/05/2018 dated 05.02.2018.**

However the Pimpri Chinchwad Municipal Corporation has issued Development Right Certificate bearing No. 2820 dated 02.05.2018 favoring Mr. Anil Kantilal Nahar and Mr. Sunil Kantilal Nahar Mrs. Shobha Anil Nahar and Mrs. Sarala Sunil Nahar through Power of Attorney holder M/s. Pruthvi Developers through Power of Attorney holder Tushar Vijaykumar Lunawat to the extent of 2290.75 Sq. Mtrs. in respect of the property bearing Gat No. 741(P) at Village Chikhali, Taluka Haveli, District Pune.

AND WHEREAS after obtaining TDR the Owner/Promoter herein has again prepared, submitted and obtained the necessary sanction for the Building Plan from Pimpri Chinchwad Municipal Corporation vide Commencement certificate subsequently revised to Sr. No. **BP/Chikhali/72/2018 dated 30.07.2018.** (Old plan Commencement Certificate bearing Sr. No. BP/Chikhali/05/2018 dated 05.02.2018)

AND WHEREAS the owners/Promoter above have applied to the Upper Tahasildar Pimpri Chinchwad, Tal. Haveli, Dist. Pune Revenue Branch for the permission to use the land for construction of residential building i.e. Non-Agricultural use and in exercise of the powers vested in him U/S.44 of Maharashtra Land Revenue Code 1966, the Upper Tahasildar Pimpri Chinchwad, Tal. Haveli, Dist. Pune is pleased to grant N.A. permission

adm 2863.26 Sq Mtrs for residential and 241.81 Sq. Mtrs for commercial purpose vide its Order No. Jamin/NA/SR/402/2017 dated 13.03.2018, and hence there is no legal bar for constructing the said property.

AND WHEREAS total area admeasuring about 00 Hectar 42 R out of Gat. No. 741 [old Gat no. 458/1] out of it area admeasuring 1041.25 Sq.Mtrs. is Road widening as per sanction revised DP of PCMC and Promoter herein are developing remaining area admeasuring 3142.28 Sq. Mtrs

AND WHEREAS the Owner/Promoter herein started the constructions work of the Building/s in accordance with the aforesaid sanctioned Building Plan.

AND WHEREAS the Promoter has proposed to construct on the project land 1 building (Building A) having 1 wing having G+P+Stilt & 10 upper floors.

AND WHEREAS the Allottee is offered an Flat bearing number ____ on the ____ floor, (herein after referred to as the said "Apartment/ Flat") in the single Building called "**MISTY GREENS** (herein after referred to as the said "Building") being constructed in the said project, by the Promoter .

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority No. _____ dt. _____; authenticated copy is attached in Annexure F.

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

AND WHEREAS by virtue of the Development Agreements /Power of Attorneys the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee(s)/s of the Apartments/Shops to receive the sale consideration in respect thereof;

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

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

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

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

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

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

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority. WHEREAS the Allottee has read and understood all the terms and conditions of the deeds and documents concerning the title of the said land so also the Allottee has read and understood all the contents of the indemnity bonds/Undertakings, etc. given by the Promoter to the Hon'ble Tahasildar, The PCMC or any other authority and terms and conditions mentioned in Commencement certificate, NA Order and also the Allottee has read and understood the terms and conditions thereof.

WHEREAS the Allottee is aware of the fact that the present scheme is single building project and the project after fully developed shall form one Association of Apartments. The Allottee is also aware that the Promoter has entered or will enter into similar and/or different and/or separate Agreements with several other intending Allottees and/or Allottees, persons and parties in respect of other units in the said building/project.

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

WHEREAS the Allottee herein being desirous of purchasing an Flat / Apartment, applied to the Promoter for allotment of the Apartment No. "_____", on the _____Floor of the Building / project known as "**MISTY GREENS**" to be constructed on the said land Accordingly, in response to the application of the Allottee, the Purchaser/Allottee is offered by the Promoter an Flat / apartment bearing No.____ ", to be constructed on the said land, in

the Building /project known as “MISTY GREENS” (hereinafter referred to as “the said Apartment” / “the Said Flat”) being constructed. AND

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

AND WHEREAS the carpet area of the exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area is ____ sq. mtr and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee is _____ Sq. mtr.

Explanation- The Carpet area of the said Apartment stated herein includes the area covered by the internal partition walls which may be constructed of plain bricks, reinforced bricks, clay, terracotta, drywall, concrete plain or reinforced, drywall, shear walls, precast concrete as those being walls that are partitions within the internal area of the apartment and also includes area covered by internal and attached Column's/Pillars to the internal partition walls of the apartment

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

AND WHEREAS at the time of execution of these presents the Purchaser/s/ Allottee has/have paid to the Promoter herein a sum of **Rs.** /- (**Rs. only**) by cash/cheque

Sr No	Name of bank	Date	Cheque No	Amount

being the part payment of the sale price of the Flat/Unit agreed to be sold by the Owner/Promoter herein to the Purchaser/s/ Allottee as advance payment (the receipt and payment whereof the Promoters does hereby admit and acknowledge) and the Purchaser/s has agreed to pay the Owner/Promoter the balance of the sale price in the manner as set forth in **Payment Schedule** hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. ;

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Flat.

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

1. The Promoter shall construct the said building/s consisting of **Ground + Parking + Stilt and 10 upper floors** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment / Flat No. ____ of the type 1BHK of carpet area admeasuring ____ sq. mtr and carpet area of balcony appurtenant to the said flat admeasuring ____ sq. mtr and carpet area of terrace appurtenant to the said flat admeasuring ____ sq. mtr on _____ floor in the building Viz. Misty Greens (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of **Rs. _____/-** including being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the attached annexure herewith. The sale of the said Apartment is on the basis of carpet area only. The Allottee is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately three percent. The Allottee consents for the same and is aware that the consideration being lump sum will not change.

1(b) The total aggregate consideration amount for the apartment is Rs. _____/- (_____ **Only**) excluding the share money, application entrance fee, MSEDCL, Society formation, outgoings of society, stamp duty Registration charges, GST, etc .

1(c) The Allottee agrees and understands that timely payment towards purchase of the said Apartment as per the payment plan/schedule hereto is the essence of the Agreement

PAYMENT SCHEDULE

	Stage	Payment Stage
	10%	10% at the time of Booking (<i>inclusive of part/advance payment as mentioned herein above</i>)
	20%	Not exceeding 30% of total consideration to be paid to the Promoter after the execution of Agreement.
	15%	Not exceeding 45% of total consideration to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
	5%	Not exceeding 50% of total consideration to be paid to the Promoter on completion of the 2 nd slab including podiums and stilts of the building or wing in which the said Apartment is located.
	5%	Not exceeding 55% of total consideration to be paid to the Promoter on completion of the 4 th slab including podiums and stilts of the building or wing in which the said Apartment is located.
	5%	Not exceeding 60% of total consideration to be paid to the Promoter on completion of the 6 th slab including podiums and stilts of the building or wing in which the said Apartment is located.
	5%	Not exceeding 65% of total consideration to be paid to the Promoter on completion of the 8 th slab including podiums and stilts of the building or wing in which the said Apartment is located.
	5%	Not exceeding 70% of total consideration to be paid to the Promoter on completion of the 10 th slab including podiums and stilts of the building or wing in which the said Apartment is located.
	5%	Not exceeding 75% of total consideration to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of

		the said Apartment.
	5%	Not exceeding 80% of 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 Possession of the Flat
	5%	Not exceeding 85% of total consideration to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of building or wings in which the said apartment is located.
	10%	Not exceeding 95% of total consideration to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, 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 is located.
	5%	100% of total consideration against and at the time of handing over of the possession of the Apartment to the Apartment Purchaser/ Allottee on or after receipt of occupancy certificate or completion certificate.
	100%	TOTAL

It is made clear and agreed by and between the parties hereto that the promoter shall not be bound to follow, chronological order of any of the stages of the above said construction stages/installments and that the Promoter shall be at complete liberty to choose the chronology of the respective stages of the construction. The Allottee agrees that the Promoter may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said Apartment is also arrived on the assurance of the Allottee to abide by the above payment schedule only and it will not be altered by the Allottee under any circumstances. The Allottee shall make all the payments to the Promoter by Demand Draft / Pay orders / Local Cheques payable at Pune only. If the Allottee makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoter and to the extent the said amount is credited by deducting the commission of the Bank/out station clearing charges. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Allottee or Housing Finance Companies/Banks, etc.

1(d) The Total Price above excluded 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 be levied, in connection with the construction of

and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

1(e) The total negotiated sale consideration has been arrived at, by passing on the benefits of the input credit factoring in the legal framework set out under the Goods and Services Tax, 2016 of mechanism of input credit and anti-profiteering clauses, stipulated thereunder. The Promoter has already passed on the benefits thereof to the Allottee by revising the prices. The Allottee has been made aware of this and he shall not dispute the same.

1(f) 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 Apartment Purchaser/ Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc. the Promoter shall enclose the said notification/order/ rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Apartment Purchaser/ Allottee, which shall only be applicable on subsequent payments.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Apartment Purchaser/ Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Apartment Purchaser/ Allottee within forty-five days. If there is any increase in the carpet area allotted to Apartment Purchaser/ Allottee, the Promoter shall demand additional amount from the Apartment Purchaser/ Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of the Agreement.

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

1(i) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ 9% per annum 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 an Allottee by the Promoter

2 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Apartment Purchaser / Allottee, obtain from the concerned local

authority occupation and/or completion certificates in respect of the Apartment.

2.1 Time is of essence for the Promoter as well as the Apartment Purchaser/Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Apartment Purchaser/Allottee and the common areas to the association of the Apartment Purchaser/Allottees or society as the case may be after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Apartment Purchaser/Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above ("Payment Plan")

3 The Promoter hereby declares that the Floor Space Index available in respect of the project land is **3142.26** Square Meters only and Promoter has utilized additional Floor Space Index of **2230.41** Square Meters by availing TDR and the promoter has planned to utilize Floor Space Index of **35.00** square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the total Floor Space Index of **5407.67** Square Meters as proposed to be utilized by them on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4. Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s 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 Allottee/s to the Promoter 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 Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the Allottee/s from time to time or on completion of the said project/apartment, and the Allottee/s has/have agreed to pay the same as and when demanded before the possession of the said apartment.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Apartment Purchaser /Allottee, the Promoter agrees to pay to the Apartment Purchaser/Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Apartment Purchaser/Allottee, for every month of delay, till the handing over of the possession. The Apartment Purchaser/ Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Apartment

Purchaser/Allottee to the Promoter under the terms of this Agreement from the date said amount is payable by the Apartment Purchaser/ Allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4 above, on the Apartment Purchaser/Allottee committing default in payment on due date of any amount due and payable by the Apartment Purchaser/Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Apartment Purchaser/Allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

4.3 Provided that, Promoter shall give notice of fifteen days in writing to the Apartment Purchaser/Allottee, by Registered Post AD at the address provided by the Apartment Purchaser/Allottee and mail at the e-mail address provided by the Apartment Purchaser/Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Apartment Purchaser/Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, It is agreed between the parties that upon termination of this Agreement, the Promoter shall within 30 days of such termination make a demand Draft/Cheque of the balance amount, if any, out of the installments of the consideration which the Allottee might have till then paid to the Promoter, without any interest and only after deducting agreed liquidated damages. After making the Demand Draft/Cheque of the balance amount the Promoter shall inform the Allottee about the same calling upon him to collect the Demand Draft/Cheque from the Promoter. The Allottee shall have no claim except for repayment of the amount payable as mentioned above. The Allottee hereby agrees that in that event all of his/her/their rights in the said Apartment shall stand extinguished and no separate cancellation deed, its execution and registration will be required. The information letter sent by the promoter calling upon the Allottee to collect the Balance amount will in itself be considered as the cancellation of this agreement in toto. The promoter shall be entitled to resale the said Apartment and/or dispose of or otherwise alienate the same in any other manner as the Promoter in its sole discretion thinks fit. The Allottee agrees to the same.

4.3. The Allottee is also made aware that depending upon various promises and assurances given by the Allottee, 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 Allottee 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 Allottee for any reason whatsoever, the promoter shall be entitled to retain, withhold and forfeit agreed liquidated damages of **Rs. 1,00,000/-**, from and out of the amount until then paid by the Allottee to the promoter and then the promoter shall be liable to repay only the balance amount (if any).

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Apartment Purchaser/Allottee on or before 31st December 2021. If the Promoter fails or neglects to give possession of the Apartment to the Apartment Purchaser/Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Apartment Purchaser/ Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- a. war, civil commotion or act of God;
- b. Any notice, order, rule, notification of the Government and/or other public or competent authority/court or any Decree / Order of any Court/tribunal/authority.
- c. Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
- d. Any other circumstances beyond the control of the Promoter or force majeure.
- e. Changes in any rules, regulations, bye laws of various statutory bodies and authorities from time to time affecting the development and the project.
- f. 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/ Apartment/ road etc. or completion certificate from any appropriate authority.

7.1 Procedure for taking possession- The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Apartment Purchaser/Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Apartment Purchaser/ Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Apartment Purchaser/ Allottee. The Promoter agrees and undertakes to indemnify the Apartment Purchaser/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Apartment Purchaser/ Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Apartment Purchaser/Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Apartment Purchaser/Allottee shall take possession of the Apartment within 15 days of the promoters giving written notice to the Apartment Purchaser/ Allottee intimating that the said Apartment are ready for use and occupation:

7.3 Failure of Apartment Purchaser/Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause hereinabove the Apartment Purchaser/ Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Apartment Purchaser/Allottee. In case the Apartment Purchaser/Allottee fails to take possession within the time provided in clause hereinabove such Apartment Purchaser/Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years subjected to receipt of entire amount and all dues from all Allottees including maintenance charge, outgoing, stamp duty, registration fee, service tax, any other government dues) from the date of handing over the Apartment to the Apartment Purchaser/ Allottee, the Apartment Purchaser/Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Apartment Purchaser/Allottee shall be entitled to receive from the promoter, compensation for such defect in the manner as provided under the Act.

8. The Apartment Purchaser/Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/ office/show-room/ shop/godown for carrying on any industry or business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Apartment Purchaser / Allottee along with other Apartment Purchaser/Allottee (s) of Apartment in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Apartment Purchaser/Allottee, so as to enable the Promoter to register the common organization of Apartment Purchaser/Allottee. No objection shall be taken by the Apartment Purchaser/Allottee if any; changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Limited Company or after receiving the completion certificate, whichever is

later, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Original Owner/ Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company or after receiving the completion certificate, whichever is later, 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 with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Apartment Purchaser/Allottee that the Apartment is ready for use and occupation, the Apartment Purchaser/Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Apartment Purchaser/Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Apartment Purchaser/Allottee further agrees that till the Apartment Purchaser/ Allottee's share is so determined the Apartment Purchaser/Allottee shall pay to the Promoter provisional monthly contribution of Rs. _____ /- + GST per month for 1 year in advance towards the outgoings. The amounts so paid by the Apartment Purchaser/ Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in the Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

The Allottee has agreed that the monthly maintenance will start from the date of first intimation letter given to any of the Allottee in the said Scheme that the said apartment is ready for Possession.

The maintenance shall include the outgoings in respect of the said land and building/buildings 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 said land and building/s.

10. The Apartment Purchaser/Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

(i) Rs. 1,000/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. 3,000/- for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. Nil for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

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

(v) Rs. 2,000/- For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs. 20,000/- for deposits of electrical receiving and Sub Station provided in Layout 11. The Apartment Purchaser/Allottee shall pay to the Promoter a sum of Rs 6000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with the cost of preparing and engrossing the Agreement to sale / conveyance or assignment of lease.

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

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all

approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Apartment Purchaser/Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Apartment Purchaser/Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Apartment Purchaser/Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of Apartment Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Purchaser/Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

i. To maintain the Apartment at the Apartment Purchaser/Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the

building in which the Apartment is situated or the Apartment on account of negligence or default of the Apartment Purchaser/ Allottee in this behalf, the Apartment Purchaser/Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Apartment Purchaser/ Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Apartment Purchaser/ Allottee committing any act in contravention of the above provisions, the Apartment Purchaser/ Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/ or Government and/or other public authority, on account of change of user of the Apartment by the Apartment Purchaser/Allottee for any purposes other than for purpose for which it is sold.
- ix. The Apartment Purchaser/Allottee shall not let, sub-let, transfer assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Apartment Purchaser/ Allottee to the Promoter under this Agreement are fully paid up.

- x. The Apartment Purchaser/Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for time being of the concerned local authority and of Government and other public bodies. The Apartment Purchaser/Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Apartment Purchaser/Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a Conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Apartment Purchaser/Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Apartment Purchaser/Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment 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 Apartment Purchaser/Allottee who has taken or agreed to take such Apartment

18. BINDING EFFECT

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

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, 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, 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 APARTMENT PURCHASER/ALLOTTEE/ SUBSEQUENT APARTMENT PURCHASER/ 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 Apartment Purchaser/ 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 there under 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 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.

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

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

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at PUNE.

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

1. _____

2. _____

Both Residing at : _____

Notified Email ID [.....](#)

M/s. Pruthvi Developers

Office/at : Gat no 741, Bagvasti, Patilnagar, Chikhali, Pune - 411062

Notified Email ID : developersgroup12@gmail.com

It shall be the duty of the Apartment Purchaser/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 Apartment Purchaser/ Allottee, as the case may be.

28. JOINT APARTMENT PURCHASER/ALLOTTEES

That in case there are Joint Apartment Purchaser/ Allottees all communications shall be sent by the Promoter to the Apartment Purchaser/ 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 Apartment Purchaser/ Allottees.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Apartment Purchaser/ Allottees.

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 RERA Authority and per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

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.

THE SCHEDULE ABOVE REFERRED TO:

SCHEDULE- I

DESCRIPTION OF PROPERTY

1) All that piece and parcel of Property admeasuring 00 H 15.79 R out of Gat No. 741 (old S. No. 458/1) at Village Chikhali Taluka and Sub-Registration Sub-District Haveli, District and Registration District Pune and within the limits of Pimpri Chinchwad Municipal Corporation, bearing :-

On or towards East	: Property of Pruthvi Developers out of Gat No. 741
On or towards South	: Property of Mr. Suresh Gadia & other out of Gat No. 741
On or towards West	: 18 Mtrs. D. P. Road
On or towards North	: Property of Sunil & Anil Nahar out of Gat No. 741. (Owned by M/s. Pruthvi Developers)

2) All that piece and parcel of Property admeasuring 00 H 15.80 R out of Gat No. 741 (old S. No. 458/1) at Village Chikhali Taluka and Sub-Registration Sub-District Haveli, District and Registration District Pune and within the limits of Pimpri Chinchwad Municipal Corporation, bearing :-

On or towards East	: Misty Woods Project in Gat No. 741
On or towards South	: Property of Pruthvi Developers out of Gat No. 741
On or towards West	: 18 Mtrs. D. P. Road
On or towards North	: Gat No. 1653.

(Owned by Mr. Anil & Mr. Sunil Kantilal Nahar)

(Total admeasuring area 00 H 31.59 R i.e. 3142.28 Sq. Mtrs.).

Plot No. 1 & 2 jointly bounded as follows :-

On or towards East : Property of Misty Woods constructed by Pruthvi Developers

out of Gat No. 741

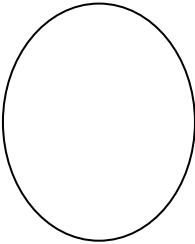
On or towards South : 12 Meter Internal Road

On or towards West : 18 Mtrs. D. P. Road

On or towards North : Gat No. 1653

Together with all rights, liberties, easements, privileges, hereditaments and appurtenances thereto.

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.

Name	Photo	Thumb
SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PROMOTER M/s. PRUTHVI DEVELOPERS Through Its Authorized Partners & Power of Attorney holder of Owners / consenting party :- Sign..... 1. Mr. Tushar Vijaykumar Lunawat		

SCHEDULE 'B'
FLOOR PLAN OF THE FLAT / APARTMENT
ANNEXURE - A

Title Report

Details of the Title Report
The Schedule Above Referred to

THIS IS TO CERTIFY that all that piece and parcel of land 1) admeasuring 00 H 42 R out of Gat No. 741 (old S. No. 458/1) being and lying at Village Chikhali, Taluka Haveli, District Pune and within the limits of Sub-Registrar Haveli and Pimpri Chinchwad Municipal Corporation (on which land the Pimpri Chinchwad Municipal corporation has sanctioned building plan under Commencement Certificate bearing No. (BP/Chikhali/05/2018 dated 05.02.2018 & subsequently revised its No. (BP/Chikhali/72/2018 dated 30.07.2018) are absolutely seized and possessed of and otherwise well and sufficiently entitled area adm 21 R of M/s. Pruthavi Developers and area adm 21 R owed by Mr Sunil Nahar and Anil Nahar and by virtue of sale deed and development agreement and POA M/s. Pruthvi Developers a registered Partnership firm is having right and authority to develop the same and sell the tenements therein on ownership basis.

I have inspected the revenue record and other documents produced before me. Form the documents, it appears that the above Promoters, Developers have developments rights and Owners have good and marketable title to the said piece of land.

Sunil D. Aware

Sd/- xxxx

Advocate

ANNEXURE -B

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

ANNEXURE -C-1

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

ANNEXURE - C-2

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

ANNEXURE -D

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

❖ **SPECIFICATIONS**

STRUCTURE...

-Earthquake Resistant R.C.C. frame structure.

BRICKWORK...

- External 6'' thick brick with sand faced plaster.
- Internal 6'' / 4'' thick brick with gypsum finish.

FLOORING...

- 2×2 Vitrified tiles for all rooms, Kajaria AGL or Equivalent.
- Antiskid flooring for terrace & bathroom.

WINDOWS...

- Powder coated aluminium windows with Mosquito net & safety grill.
- Granite window still.

DOOR...

- Elegant main door with both side laminate.
- Europa or equivalent locks and premium fittings.
- M. S. French doors with glass for terraces.
- M.S. powder coated doors with glass for dry balcony.
- Wooden door frames with flush doors.

KITCHEN...

- Black Granite kitchen platform with S. S. Sink of Nirali, Crysil or Equivalent.

-Provision for exhaust fan & water purifier.

-Sufficient electrical points.

-Glazed tiles up to lintel level.

BATHROOMS & W.C...

-Premium range Sanitary & CP fittings of Hindware, Jaguar, Cera, Parryware or Equivalent.

-Designer toilet tiles upto 7 feet height.

- Powder coated aluminium louvers & provision for exhaust fan & boiler

-Glass ceiling in all bathrooms.

-Granite door frames with ERP doors.

ELECTRIFICATION...

- Branded switches & concealed copper wiring, Anchor, Polycab, Greatwhite, Vinay or Equivalent.

-Sufficient electrical points in entire flat.

-Points for T.V., Telephone, Refrigerator & Washing Machine.

PAINT...

-OBD for internal & acrylic paint for external walls of Asian, Nerolac, Berger or Equivalent.

LIFT...

-2 Lift with Backup Johnson Company or Equivalent

ANNEXURE – E (Specification and amenities for the Apartment),

AMENITIES

- ❖ Intercom
- ❖ Fitness Centre
- ❖ Children Play Area
- ❖ Relaxing Area for Senior Citizens
- ❖ Fire Fighting System
- ❖ Rain Water Harvesting
- ❖ Concrete / Paving Block for Internal Road& Parking
- ❖ Decorative Entrance Gate with Security Cabin
- ❖ Power backup for Lift, Parking Area & Staircase
- ❖ School, Market , Temple etc. are within 1 Km radius
- ❖ Garbage chute

❖ Water Pumps with Auto Controller

ANNEXURE -F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)