



AGREEMENT TO SALE

THIS AGREEMENT TO SALE is made and executed at Pune, on this day of in the year 2019.

BETWEEN

M/s. FUTURISTIC HOMES

Registered Partnership Firm

PAN No. AADFF4107G

Through its Partner

MR. VIVEK CHANDERLAL MULCHANDANI,

Age- 32 years, Occ - Business,

R/at: Maruti Complex, Near Ashok Theatre,
Pimpri, Pune – 411017.

Hereinafter referred to as
THE PROMOTER/DEVELOPERS

(Which expression unless repugnant to the context or meaning thereof shall mean and include the said firm, its partners for the time being constituting the firm their respective executors, administrators, successors, assigns, etc.).

...THE PARTY OF THE FIRST PART

AND

1. MR.

Age : years, Occupation:,

PAN No :

2. MR.

Age : years, Occupation:,

PAN No :

R/at :

Hereinafter referred to as the '**PURCHASERS/ ALLOTTEES**'

(Which expression unless repugnant to the context or meaning thereof shall mean and include themselves, their heirs, executors, administrators and assigns).

...THE PARTY OF THE SECOND PART

AND**1. MR. SHARAD ARJUN PAWAR**

for himself and as a natural guardian father of
Narayani Sharad Pawar & Prithviraj Sharad Pawar,

2. MRS. YOGITA SHARAD PAWAR**3. MASTER. NARAYANI SHARAD PAWAR****4. MASTER. PRITHVIRAJ SHARAD PAWAR**

Bharat alias Bhaskar Arjun Pawar (Deceased)

Through his legal heirs

5. SMT. DEEPALI BHARAT ALIAS BHASKAR PAWAR

for herself and as a natural guardian mother of

Ajay Bharat alias Bhaskar Pawar &

Amar Bharat alias Bhaskar Pawar

6. MASTER. AJAY BHARAT ALIAS BHASKAR PAWAR**7. MASTER. AMAR BHARAT ALIAS BHASKAR PAWAR**

All R/at. Thathwade, Ta. Mulshi, Dist. Pune.

Through their Developer & Power of Attorney Holder

M/s. FUTURISTIC HOMES

Registered Partnership Firm

PAN No. AADFF4107G

Through its Partner

MR. VIVEK CHANDERLAL MULCHANDANI,

Age- 32 years, Occ - Business,

R/at: Maruti Complex, Near Ashok Theatre,

Pimpri, Pune – 411017.

Hereinafter referred to as the **CONSENTING PARTY'**

(Which expression unless repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns).

...THE PARTY OF THE THIRD PART**A. DESCRIPTION OF PROPERTY:**

All the piece and parcel of property bearing Survey No. **78**, Hissa No. **2/3**, total area admeasuring **00 H 32 R**, assessed at Rs. **00.80 Paise** situated at village Tathawade, Tal. Mulshi, Dist. Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli & which is bounded as under -

On or towards East	-	By 24 mtrs., wide Road.
On or towards South	-	By property of Mr. Sandip Pawar.
On or towards West	-	By property of Mr. Ramesh Pawar.
On or towards North	-	By property of Ashabai Waghere.

That the property bearing Survey No. 78, Hissa No. 2 area admeasuring 03 Acres 08 R was owned by one Waman Vishwnath Bapat.

Mutation Entry No. 428 shows that, Waman Vishwnath Bapat expired on 01/05/1949 leaving behind him following legal heirs namely :

Nilkanth Waman Bapat	-	Son
Narayan Waman Bapat	-	Son
Vishwnath Waman Bapat	-	Son
Sagunabai Waman Bapat	-	Widow wife

Accordingly after the demise of Waman Vishwnath Bapat his name was deleted & names of his above mentioned legal heirs were recorded in the record of rights i.e. in the 7/12 extract as owners thereof.

Mutation Entry No. 449 shows that, as per name of Babu Sawalaram Pawar was recorded in the other rights column of 7/12 extract of the said property as Protected Tenant.

Mutation Entry No. 656 shows that, Sagunabai Waman Bapat expired on 26/03/1953 leaving behind her following legal heirs namely :

Nilkanth Waman Bapat	-	Son
Narayan Waman Bapat	-	Son
Vishwnath Waman Bapat	-	Son

Accordingly after the demise of Sagunabai Waman Bapat her name was deleted & names of his above mentioned legal heirs were recorded in the record of rights i.e. in the 7/12 extract as owners thereof to the extent of 5 anna 4 pai each.

Mutation Entry No. 660 shows that, Nilkanth Waman Bapat, Narayan Waman Bapat & Vishwnath Waman Bapat had sold the said property to Babu Sawalaram Pawar by registered sale deed on 25/05/1956. As per the said sale deed name of Babu Sawalaram Pawar was recorded in the record of 7/12 extract of said property as owner thereof & remark of transaction against sec. 63 of BTAL Act was recorded in the other rights column of 7/12 extract of said property. Thus Babu Sawalaram Pawar became owner of the said property.

That Mutation Entry no. 1081 is relating to Maharashtra State Weights and Measurement Act, 1958 and Indian Coinage Act, 1955.

Mutation Entry No. 1380 shows that as per the order of Tahsildar, Mulshi, Pune the said & other properties were parted between Baburao Sawaleram Pawar & his sons. As per the said partition Survey No. 78/2 was parted as under.

Survey No. 78/2/1 area admeasuring 00 H 32 R came to the share of Baban Baburao Pawar.

Survey No. 78/2/2 area admeasuring 00 H 32 R came to the share of Dashrath Baburao Pawar.

Survey No. 78/2/3 area admeasuring 00 H 32 R came to the share of Arjun Baburao Pawar.

Survey No. 78/2/4 area admeasuring 00 H 32 R came to the share of Popat Baburao Pawar.

As per the said partition names of Baban Baburao Pawar, Dashrath Baburao Pawar, Arjun Baburao Pawar & Popat Baburao Pawar were recorded in the record of 7/12 of their respective share.

As this search report is pertaining to the share of Arjun Baburao Pawar, so history relating to the other owners are not discussed in detail.

Thus by partition Arjun Baburao Pawar became owner of Survey No. 78/2/3 area admeasuring 00 H 32 R.

It is seen that Arjun Baburao Pawar expired on 18/10/2008 leaving behind him following legal heirs namely -

Bharat alias Bhaskar Arjun Pawar -	Son
Sharad Arjun Pawar -	Son
Chabutai Arjun Pawar -	Widow
Malti Deepak Kunjir -	Daughter
Maina Avinash Parakhi -	Daughter

Accordingly after the demise of Arjun Baburao Pawar his name was deleted & names of his above mentioned legal heirs were recorded in the record of rights i.e. in the 7/12 extract as owners thereof.

Mutation Entry No. 5271 shows that, Chabutai Arjun Pawar, Malti Deepak Kunjir & Maina Avinash Parkhi had released/relinquished all their rights, title & interest in respect of said property in favour of Bharat Arjun Pawar & Sharad Arjun Pawar by registered Release Deed. The said Release Deed was registered in the office of Sub Registrar Haveli No. 5 noted at serial No. 7513/2010 on 16/09/2010. As per the said Release Deed names of Chabutai Arjun Pawar, Malti Deepak Kunjir &

Maina Avinash Parkhi were deleted from the record of 7/12 extract of said property.

It is seen that Bharat alias Bhaskar Arjun Pawar expired on 11/02/2014 leaving behind him following legal heirs namely -

Deepali Bharat alias Bhaskar Pawar	-	Widow
Ajay Bharat alias Bhaskar Pawar	-	Son
Amar Bharat alias Bhaskar Pawar	-	Son

Accordingly after the demise of Bharat alias Bhaskar Arjun Pawar his name was yet to be deleted & names of his above mentioned legal heirs is yet to be recorded in the record of rights i.e. in the 7/12 extract as owners thereof.

It is seen that, Sharad Arjun Pawar for himself and as a natural guardian father of Narayani Sharad Pawar & Prithviraj Sharad Pawar, Deepali Bharat alias Bhaskar Pawar for herself and as a natural guardian mother of Ajay Bharat alias Bhaskar Pawar & Amar Bharat alias Bhaskar Pawar have executed Development Agreement coupled with Power of Attorney in respect of 00 H 32 R i.e. 3200 Sq. Mtrs., land out of the property bearing Survey No. 78/2/3 in favour of M/s. Futuristic Homes, through its Partner Vivek Chanderlal Mulchandani. The said Development Agreement & Power of attorney were registered in the office of Sub Registrar Haveli No. 5 noted at Sr. No. 5330/2017 & 5331/2017 on 21/07/2017 with certain terms and conditions as mentioned in the Development Agreement.

Thus M/s. Futuristic Homes, through its Partner Vivek Chanderlal Mulchandani got development rights in respect of said property with power to dispose of the same as per the terms of Development Agreement dated 21/07/2017

That M/s. Futuristic Homes, through its Partner Vivek Chanderlal Mulchandani through owners had carried out demarcation of said property from the concerned authority on 29/01/2018 by its Urgent M.R. No. 19214/2018.

Thereafter M/s. Futuristic Homes, through its Partner Vivek Chanderlal Mulchandani through owners have applied for getting D. P. Opinion of the said property in the office of Pimpri Chinchwad Municipal Corporation. Accordingly Pimpri Chinchwad Municipal Corporation has issued D.P. Opinion in respect of the said property vide No. Narvi/ Kavi/ Tathawade/ 33/ 65/18 on 25/04/2018.

That M/s. Futuristic Homes, through its Partner Vivek Chanderlal Mulchandani have preferred building plan on scheduled property and got building plan sanctioned from the office of Pimpri Chinchwad Municipal Corporation on

26/04/2019 vide No. B.P./Tathawade/31/2019 and have obtained Commencement Certificate.

That Bharat Arjun Pawar and Sharad Arjun Pawar Through their Power of Attorney Holder M/s. Futuristic Homes, through its Partner Vivek Chanderlal Mulchandani has filed an application before the office of Tahsildar, Mulshi, Pune for granting permission to make use of said properties for Non-Agricultural purpose i.e. for Residential purpose. The Tahsildar, Mulshi, Pune has granted permission under order No. Jamin/SR/71/19 Paud, on 12/07/2019.

The Promoter herein has appointed **Sangram Salunke** as their Architect and **G. A. Bhilare** as their R.C.C. Consultants and has accepted the professional supervision of Architects and the Structural Consultant till the completion of the buildings but the Promoter herein has reserved the right to change such Architects and Structural Consultant before the completion of the buildings if promoters so decide.

The copy of the certificate of title issued by the **Advocate Kishor N. Patil** who is the legal advisor of the Promoter, copies of property card or extract of Village Forms VII and XII showing the nature of the title of the Promoter to the said land on which the flat are constructed or are to be constructed and the copies of the plans and specifications of the Flat agreed to be purchased by the Flat Purchaser approved by the concerned local authority.

B. The Promoter is fully competent to enter into this Agreement and have all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed;

C. The Promoter agrees and undertakes that he shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

D. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no. on / / 20.... under registration.

E. The Allottees have been allotted **Flat/ Apartment No.**, admeasuring carpet area about **Sq. mtrs.** Along with **enclosed Balcony** admeasuring area (**Carpet**) **Sq. mtrs.** And **Terrace** adjoining admeasuring area (**Carpet**) **Sq. mtrs.** (Subject to fluctuation of not more than 3%) **BHK Flat/Apartment** situated on **Floor**, in **Wing No.** in the project called as “.....” as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of

the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule and the floor plan of the Apartment is annexed hereto and marked as Schedule B);

F. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

G. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

H. 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, and are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

I. 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 Allottees hereby agrees to purchase the [Apartment/Flat] and the Covered parking as specified in para E;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottees and the Allottees hereby agrees to purchase, the [Apartment/Flat] as specified in para E,

1.2 The Total Price for the [Apartment/Flat] based on the carpet area is **Rs./- (Rupee Only).**

Block/Building/Tower No. Apartment No., Type - BHK Floor -

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottees to the Promoter towards the [Apartment/Flat];

(ii) The Total Price above excludes Taxes (consisting of tax paid or payable by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the

Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Flat]:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottees to the Promoter shall be increased/reduced based on such change/modification;

(iii) The Promoter shall periodically intimate to the Allottees, the amount payable as stated in (i) above and the Allottees shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottees the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of [Apartment/Flat] includes : pro rata share in the Common Areas; as provided in the Agreement.

1.3 The Total Price is escalation-free, save and except increases which the Allottees hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottees for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottees by discounting such early payments @10 % 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 Allottees by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Apartment, plot or building, as the case may be, without the previous written consent of the Allottees. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottees, or such minor changes or alterations as per the provisions of the Act.

1.7 [Applicable in case of an Apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottees 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. 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 Allottees within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottees. If there is any increase in the carpet area allotted to Allottees, the Promoter shall demand that from the Allottees as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottees shall have the right to the [Apartment/Flat] as mentioned below:

(i) The Allottees shall have exclusive ownership of the [Apartment/Flat];

(ii) The Allottees shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottees in the Common Areas is undivided and cannot be divided or separated, the Allottees shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottees to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Allottees as provided in the Act.

(iii) That the computation of the price of the [Apartment/Flat] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the Promoter and the Allottees agrees that the [Apartment/Flat] shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or

otherwise except for the purpose of integration of infrastructure for the benefit of the Allottees. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 It is understood by the Allottees that all other areas and i.e. areas and facilities falling outside the Project, namely "**The Spectrum**" declaration to be filed with Real Estate Regulatory Authority shall not form a part of the to be filed in accordance with The Maharashtra Real Estate (Regulation & Development) Act, 2016.

1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.12 The Allottees have paid a sum of **Rs./-** (**Rupees Only**) as booking amount being part payment towards the Total Price of the [Apartment/Flat] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottees hereby agrees to pay the remaining price of the [Apartment/Flat] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottees delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottees shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of '**M/s. FUTURISTIC HOMES Master Collection Account**' payable at Pune.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottees, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in this regard. The Allottees shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottees and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottees only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottees authorizes the Promoter to adjust/appropriate all payments made by them under any head(s) of dues against lawful outstanding, if any, in their names as the Promoter may in its sole discretion deem fit and the Allottees undertakes not to object/demand/direct the Promoter to adjust their payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottees. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Flat] to the Allottees and the common areas to the association of the Allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottees shall make timely payments of the installment and other dues payable by their and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C (“Payment Plan”).

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottees have seen the specifications of the [Flat/ Apartment] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by The Maharashtra Real Estate (Regulation & Development) Act, 2016 and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/FLAT

7.1 Schedule for possession of the said [Apartment/Flat]: The Promoter agrees and understands that timely delivery of possession of the [Apartment/Flat] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Flat] at the end of **31st Dec, 2022**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottees agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Flat], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottees agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottees the entire amount received by the Promoter from the allotment

within 45 days from that date. After refund of the money paid by the Allottees, Allottees agrees that they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Flat], to the Allottees 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/Flat] to the Allottees. The Promoter agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottees agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottees in writing within 30 days of receiving the occupancy certificate* of the Project.

7.3 Failure of Allottees to take Possession of [Apartment/Flat]: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottees shall take possession of the [Apartment/Flat] 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/Flat] to the Allottees. In case the Allottees fails to take possession within the time provided in clause 7.2, such Allottees shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottees - After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Flat] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottees – The Allottees shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottees proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottees shall be returned by the promoter to the Allottees within 45 days of such cancellation.

7.6 Compensation –

The Promoter shall compensate the Allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Flat] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottees wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Flat], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottees does not intend to withdraw from the Project, the Promoter shall pay the Allottees interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Flat].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Flat];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Flat] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all

applicable laws in relation to the Project, said Land, Building and [Apartment/Flat] 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 Allottees 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 said Land, including the Project and the said [Apartment/Flat] which will, in any manner, affect the rights of Allottees under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Flat] to the Allottees in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Flat] to the Allottees and the common areas to the Association of the Allottees;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all 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;

(xii) 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 by or served upon the Promoter in respect of the said Land and/or the Project.

8.2 The Flat/Apartment Allottee/s himself/ herself/ themselves with intention to bring all persons into whosoever hands the said Flat/ Apartment may come, doth hereby covenant with the Promoter as follows for the said Flat/ Apartment and also for the building in which the said Flat/Apartment is situated –

(a) To maintain the said Flat/Apartment at Allottee's own cost in good tenantable repair and condition from the date of completion certificate and shall not do or cause to be done anything in or to the said Flat/Apartment or the building in which the said Flat/Apartment is situated, staircase or any passages 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 Flat/Apartment and/or the building in which the said Flat/Apartment is situated and the said Flat/Apartment itself or any part thereof.

(b) Not to store in/outside the said Flat/ Apartment/ building/ surrounding area any goods which are of hazardous, combustible or dangerous nature or are too heavy as to cause damage to the construction or structure of the building or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors, which may damage or are likely to damage the staircases, common passages or any other structure of the building including entrances of the building and in case any damage is caused to the building in which the said Flat/ Apartment is situated or to the said Flat/Apartment or any fatality on account of negligence or default of the Flat/ Apartment Allottee/s in this behalf the Flat/ Apartment, Allottee/s shall be liable for all the consequences of the breach.

(c) To carry out at their own cost all internal repairs to the said Flat/ Apartment and maintain the said Flat/ Apartment/ Apartment in the same condition, state and order in which it was delivered by the Promoter, Provided that for the defect liability period such repairs shall be carried out by the Flat/ Apartment Allottee/s with the written consent and the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat/ Apartment Allottee/s committing any act in contravention of the above provisions, the Flat/ Apartment Allottee/s shall be responsible and liable for the consequences thereof to the concerned authority and/ or other public authority.

(d) Not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature in or to the said Flat/ Apartment or any part thereof, or in or to the building in which said Flat/ Apartment is situated and not to make any alteration in the elevation and outside colour scheme of the building and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, pardis or other structural members in the said Flat/ Apartment/ Apartment without the prior written permission of the Promoter and/or the Association of Apartment Owners as the case may be. After possession of the said Flat/Apartment/ Apartment/unit the Allottees/ Association has/ have agreed to carry out regular and periodical inspection of the structure, beams, columns, projections, drainage lines, water

lines, electrical lines, lift, power back up, pumps etc. and to carry out necessary repairs as and when required.

(e) Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said land and the building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Apartment in the compound or any portion of the said land and the building.

(g) Pay to the Promoter within seven days on demand from the Promoter, their share of security deposit demanded by the concerned local authority or the Government for giving water, electricity or any other service connection to the building in which the said Flat/Apartment is situated.

(h) To bear and pay the local taxes, NA taxes, water charges, insurance and such other levies, if any, from the date of completion certificate in respect of the said Flat/Apartment and also any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of permitted change of user of the said Flat/Apartment by the Flat /Apartment Allottee/s.

(i) The Flat/Apartment Allottee/s shall let, sub-let, give on leave and license basis, transfer, assign or part with Flat/Apartment Allottee/s interest or benefit factor of this agreement or part with the possession of the said Flat/Apartment until all the dues payable by the Flat/Apartment Allottee/s to the Promoter under this agreement are fully paid up and only if the Flat/Apartment Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Flat/Apartment Allottee/s have intimated in writing to the Promoter and obtained written consent thereof.

(j) The Flat/Apartment Allottee/s shall observe and perform all the rules and regulations which the Association of Apartment Owners 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 Flat/Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of the Government and other public bodies. The Flat/Apartment Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment Owners regarding the occupation and use of the Flat/Apartment in the building 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.

(k) Till a conveyance of the building in which the said Flat/Apartment is situated is executed, the Flat/Apartment Allottee/s shall permit the Promoter and their surveyors and agents with or without workmen and others, at all reasonable times to enter into and upon the said Flat/Apartment and the said land and building/s or any part thereof to view and examine the state and conditions thereof.

(l) Not to obstruct the development work for any reason and in any way.

(m) The Allottee/s shall keep the facade and outer surfaces of the building in the same condition and maintain the same to the extent of their unit. Allottee/s shall not do or cause to be done or abstain from doing any act which will affect the beauty, grandeur and peace of the building. The Allottee/s shall not cause any nuisance to other Allottees and occupiers and Promoter in any manner whatever.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

(i) Promoter fails to provide ready to move in possession of the [Apartment/Flat] to the Allottees within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottees are entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottees stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any penal interest; or

(ii) The Allottees shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottees under any head whatsoever towards the purchase of the Apartment, along with interest at the

rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottees does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Flat].

9.3 The Allottees shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottees fails to make payments for Consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottees shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottees under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/Flat] in favour of the Allottees and refund the amount money paid to him by the Allottees by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Apartment/Flat] under the Agreement from the Allottees, shall execute a conveyance deed and convey the title of the [Apartment/Flat] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottees fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottees authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottees. The Allottees shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottees from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEES TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottees hereby agrees to purchase the [Apartment/Flat] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottees (or the maintenance agency appointed by it) and performance by the Allottees of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of Allottees shall have rights of unrestricted access of all Common Areas, garages/Coverd parking's and parking spaces for providing necessary maintenance services and the Allottees agrees to permit the association of Allottees and/or maintenance agency to enter into the [Apartment/Flat] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, a located within the the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottees shall not be permitted to use the services areas and the basements in any manner whatsoever, other than

those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottees shall, after taking possession, be solely responsible to maintain the [Apartment/Flat] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Flat], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Flat] and keep the [Apartment/Flat], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottees further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottees shall not store any hazardous or combustible goods in the [Apartment/Flat] or place any heavy material in the common passages or staircase of the Building. The Allottees shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Flat]. The Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottees shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEES

The Allottees are entering into this Agreement for the allotment of a [Apartment/Flat] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottees hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Flat], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Flat]/ at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Flat/Building] 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 Allottees who has taken or agreed to take such [Apartment/Flat/Building].

20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of The Maharashtra Real Estate (Regulation & Development) Act, 2016. The Promoter showing compliance of various laws/regulations as applicable in Maharashtra.

21. BINDING EFFECT

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

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the

subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/Flat/building, as the case may be.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEES / SUBSEQUENT ALLOTTEES

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

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottees in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottees that exercise of discretion by the Promoter in the case of one Allottees shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottees have to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Flat] bears to the total carpet area of all the [Apartments/Plots] in the Project.

28. 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.

29. 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 Allottees, in Pune after the Agreement is duly executed by the Allottees and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar Haveli, Pune. Hence this Agreement shall be deemed to have been executed at Pune.

30. NOTICES

That all notices to be served on the Allottees and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or the Promoter by Registered Post at their respective addresses specified below:

1. MR.

2. MRS.

BOTH R/at :

(Names & Address of Allottees)

M/s. FUTURISTIC HOMES
Registered Partnership Firm

Through its Partner

MR. VIVEK CHANDERLAL MULCHANDANI,
R/at: Maruti Complex, Near Ashok Theatre,
Pimpri, Pune – 411017.

(Names & Address of Promoter)

It shall be the duty of the Allottees 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 Allottees, as the case may be.

31. JOINT ALLOTTEES

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

32. 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.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

SCHEDULE - I

DESCRIPTION OF THE SAID PROPERTIES

All the piece and parcel of property bearing Survey No. **78**, Hissa No. **2/3**, total area admeasuring 00 H 32 R, assessed at Rs. 00.80 Paise situated at village Tathawade, Tal. Mulshi, Dist. Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli & which is bounded as under -

- | | | |
|---------------------|---|----------------------------------|
| On or towards East | - | By 24 mtrs., wide Road. |
| On or towards South | - | By property of Mr. Sandip Pawar. |
| On or towards West | - | By property of Mr. Ramesh Pawar. |
| On or towards North | - | By property of Ashabai Waghere. |

SCHEDULE II (FLAT/APARTMENT)

allotted **Flat/ Apartment No.**, admeasuring carpet area about **Sq. mtrs.** Along with **enclosed Balcony** admeasuring area (**Carpet**) **Sq. mtrs.** And **Terrace** adjoining admeasuring area (**Carpet**) **Sq. mtrs.** (Subject to fluctuation of not more than 3%) **BHK Flat/Apartment** situated on **Floor**, in **Wing No.** in the project called as “.....” being constructed upon the plot described in First Schedule above. The said Flat/Apartment is more particularly shown in the plan hereto annexed in Red colour boundary line. The areas mentioned above are approximate.

A] COMMON AREAS AND FACILITIES:

1. The land described in the First Schedule above (subject to the right of exclusive uses that will be allotted to various units).
2. The footings, RCC structures and main walls of the building.
3. Staircase column and lift (if any) in the building/s.
4. Common drainage, water and electrical lines.
5. Common ground water storage tanks and overhead water reservoirs and plumbing machinery, pumps etc.
6. Compound walls, fencing and gates.
7. Covered car/scooter/cycle parking spaces subject to arrangement to be done by all Allottees among themselves for the sake of orderly use and avoidance of disputes to be got confirmed by the Allottees from the association.

B] LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units.
2. Terraces adjacent to the terrace Flat/Apartment shall exclusively belong to such respective Flat/Apartment.
3. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.

COMMON AMENITIES

- Decorative entrance lobby
- Children play area with play equipments
- Landscape garden
- Attractive entrance gate with security cabin provision
- Intercom security system
- Power backup for lift & essential common areas
- Internal concrete road with decorative street lighting
- Fire Fighting System
- Solar Water system

- Structure : Earthquake-resistant Standard RCC frame structure of high quality.
- Masonry : High quality masonry 6"/ 4" thick for external and internal walls.
- Plaster : External walls in sand faced plaster and internal walls with good finishing.
- Flooring : 2' x 2' Vitrified tile flooring for the entire apartment with skirting. Anti skid ceramic tiles for bath/ toilet. glazed tile up to lintel level for bath / toilets.
- Kitchen : Kitchen platform with granite top, stainless steel sink and glazed tile up to lintel level.. Provision for exhaust fan point in window. Electrical & plumbing point for water purifier.
- Plumbing : Concealed internal plumbing CPVC of reputed make. Super quality sanitary ware & CP fittings.
- Electrification : Concealed electrification with copper wiring of ISI Grade and standard plug boards and modular fittings. A/C point in master bedroom. Chimney point & Microwave point in kitchen. Telephone & T.V. Point, Cable connection point in living.
- Door : Decorative main entrance door with safety lock, ,Granite door frames for bathrooms. French doors window for terrace.
- Windows : Powder coated Aluminium sliding window, sliding glass shutter with mosquito mesh with safety grills. Aluminium adjustable louvered ventilators for toilets.
- Gypsum Coated Walls: Provided in living room, Bedrooms & all common Areas.
- Painting : Interior walls with T. Emulsion and external walls with Apex waterproof Paint.
- Inverter : Provision for Backup in every flat.
- Lift: Hi-speed elevator of reputed make.

WITNESS WHEREOF the parties hereto have put their respective hands to this Agreement on the day and date first mentioned hereinabove.

**SIGNED AND DELIVERED
BY THE WITHIN NAMED**

MR. VIVEK CHANDERLAL MULCHANDANI,
M/s. FUTURISTIC HOMES
Through its Partner
Promoters for themselves & through Consenting Party
Herein

**SIGNED AND DELIVERED BY THE
WITHIN NAMED AS PURCHASERS**

1. MR.

2. MRS.
Purchasers/Allottees

In presence of:-

1)
Signature :
Name :
Address :

2)
Signature :
Name :
Address :

Schedule – C

The Allottees have paid on or before execution of this agreement a sum of **Rs/- (Rupees Lakhs Only)** as advance payment as under:

Rs./-	Paid by Cheque bearing No. drawn on Bank, Branch, Pune dated/..../2019.
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as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs./- (Rupees Only)** in the following manner :-

Payment Schedule	
At the time to booking	10%
Within 21 days from booking or at the time of Agreemeent to Sale	20%
After completing Plinth	15%
After completing of 1 th Slab	05%
After completing of 4 th Slab	10%
After completing of 7 th Slab	10%
After completing of walls, internal plaster, flooring and windows of said Apartment.	05%
After completing of the sanitary fittings, lift walls, lobbies up to the floor, of said Apartment.	5%
After completing of external plaster and plumbing, waterproofing of said Apartment.	5%
After completing of the lifts, water pump, electrical fittings, extrance lobby of said Apartment.	10%
At the time of possession	5%
Total	100%

The Purchasers/ Allottees herein shall liable to pay separately the **GST** on the agreed consideration.

POSSESSION LETTER

From:-

Mr. _____

_____ Date:

To,
Mr.

Sub: - Handing over possession of Flat/Apartment No.....

Dear Sir,

I, the undersigned, Mr. _____ State that I have transferred my above Flat/Apartment to you, Mr. _____ and _____ Mr. _____ and have since received full payment towards the transfer of above Flat/Apartment and Shares of Society. Since, I have received full payment from you, I relinquish my rights for the above Flat/Apartment and hand over possession of the same, and you are at liberty to use and/or to sell, transfer, sublet at your Will as you may wish within the rules and regulations of the Society and I will have no objection or rights for the said Flat/Apartment.

Kindly confirm.

Yours faithfully,

(Mr. _____)
(Purchasers/ Allottee)

We confirm having received the vacant and peaceful possession of the above mentioned Flat/Apartment.

(Mr. _____)
(Promoter)

ALLOTMENT LETTER

To,

Mr.

Dear Sir,

That as per your Application dated ----- we have allotted **Flat/Apartment No.** -----, admeasuring carpet area about ----- **Sq. Ft. i.e** ----- **Sq. mtrs.** and Terrace adjoining to **Flat/Apartment No.** -----, admeasuring area ----- **Sq. Ft. (Carpet) i.e.** ----- **Sq. mtrs. along with enclosed Balcony** admeasuring area ----- **Sq. Ft. (Carpet) i.e.** ----- **- Sq. mtrs.** (subject to fluctuation of not more than 3%) ---- **BHK Flat/Apartment** situated on ----- **Floor**, in **Building/Wing No.** ----, in the project called as “**THE SPECTRUM**” .

Hence this Allotment Letter.

Kindly confirm.

Yours faithfully,

(Mr. _____)
(Promoter)