

ALLOTMENT LETTER

From-

Shri. _____ (Name Of Allottee)

_____ (Email/Phone no. of Allottee)

To,

M/s, HILL TOWN CONSTRUCTION,

S.no. 32/2A/A/A TO 8, 32/2A/2/1 TO 8,

32/2A/5/1 TO 6, at Kondhwa Bk.,

Near Khadi Machine Chowk, Undri Pisoli Road,

Pune- 411037.

Sub : Showroom/ Office No. _____ Building no. _____ Wing _____ of proposed building known as
“HILL TOWN ” situated at S.no. 32/2A/A/A TO 8, 32/2A/2/1 TO 8, 32/2A/5/1 TO 6, at Kondhwa Bk.,
Near Khadi Machine Chowk, Undri Pisoli Road,Pune- 411037.

Sir,

I intended to purchase from you the above referred Flat , My offer is under

No.	Particulars	Rs.
1.	Showroom/ Shop _____ Bldg no. _____ Wing _____ adm carpet area of _____ sq.mtrs. i.e. on _____ Floor in the scheme known as “HILL TOWN ” situated at S.no. 32/2A/A/A TO 8, 32/2A/2/1 TO 8, 32/2A/5/1 TO 6, at Kondhwa Bk., Near Khadi Machine Chowk, Undri Pisoli Road, Pune- 411037.	
2	Showroom/ Shop Cost	
3	Stamp Duty	
4	Registration	
5	GST	
	Total	

I Mr. _____, Mrs. _____

Age - _____ & _____, Occ : _____ PAN No. _____, Residing at _____

Contact no. _____

I am/ we are depositing herewith the amount of Rs. _____/-

(Rs. _____)

In Cash/ by Cheque no. _____ dated _____ drawn on _____ Bank _____ Branch _____ with this application as an application money. We understand that the Allotment/ Agreement and/ or Booking of the Showroom/ Shop shall only by the execution of agreement and passing of the Receipt of the Application money does not amount of the Allotment/ Agreement of the said Showroom/ Shop. The entire direction to reject this application without any responsible cause with M/s, HILL TOWN CONSTRUCTIONS.

If my offer is acceptable by you I shall get the Agreement in respect of the said Showroom/Shop executed and registered from you within period of 30 days from the date hereof. In such event deposit amount paid as above shall be adjusted towards the total purchase price of the said Showroom /Shop.

However in the event you reject my offer or I fail to get said Agreement executed and resisted within the stipulated period then you are entitled/ to sell / allot the said Showroom/Shop to any third person without taking any prior consent from me. In such event you will be entitled to refund the said amount in my name. After stipulated period of 30 days I will not be entitled to make any claim in the aforesaid Showroom/Shop.

My Bank Account no is. _____ and Bank is _____ I hereby authorize you to deposit & my deposit refund to my above account.

The submission of this offer letter does not create my/ our rights or interest in the aforementioned Showroom/Shop stated above. I/We shall have no claim against you _____ incase my/our offer stated herein has not been accepted by you, except to the extent of refund of the amount paid to you for the purpose of booking.

Thank You!

Yours Faithfully,

For, M/s., HILL TOWN CONSTRUCTIONS

I/We agree & confirm the same

(Authorized Signatory)

(Name of the Customer)

AGREEMENT OF SALE

THIS AGREEMENT OF SALE IS MADE AND EXECUTED AT PUNE ON
THIS -----TH DAY OF THE MONTH OF -----2018.

B E T W E E N

M/s. HILL TOWN CONSTRUCTIONS

A registered partnership firm having its office at

Office No. 9, 10, Yadav Vyapar Bhavan,
602, Shukrawar Peth, Pune : 411 002

PAN NO. AAJFH5273R

Through its Partners

1) Shri. Rajjak Ahmed Mulani

Age- 54 years, Occupation: Business/Agriculture,

Residing at :-303 A, Shanganga Society, Salisbary Park,
Pune – 411037.

PAN NO. ACDPM3241Q

2) Shri. Sohel Rajjak Mulani

Age- 23 years, Occupation: Business/Agriculture,

Residing at :-303 A, Shanganga Society, Salisbary Park,
Pune – 411037.

PAN NO. CLLPM 2613P

3) Shri. Hasnain Rafiq Jafrani

Age- 28 years, Occupation: Business,

Residing at :-Firdos Housing Society, Salisbary Park,
Pune – 411037

PAN NO. AFLPJ5866P

4) Mrs. Kalpana Hanumant Kemdhare

Age- 38 years, Occupation: Business,
Residing at :-C-504, Achal-lila Khushbu Society,
Vishalnagar, Jagtap Dairy, Pune – 411027.
PAN NO. AZIPK1721D

HEREINAFTER referred to as "**THE PROMOTERS/VENDORS** " (which expression unless repugnant to the context or meaning thereof shall mean and include His heirs, successors, administrators, representatives, executors, assigns,
...PARTY OF THE FIRST PART.

A N D

Mr. -----

Age: ----- Years, Occupation: -----,
PAN No.: -----
R/at.-----,

HEREINAFTER referred to as "**THE PURCHASER/ALLOTTEE**" (which expression unless repugnant to the context or meaning thereof shall mean and include His heirs, successors, administrators, representatives, executors, assigns,
...PARTY OF THE SECOND PART.

DESCRIPTION OF THE LAND WHICH IS SUBJECT MATTER OF THESE PRESENTS:-

WHEREAS, all that piece and parcel of the property bearing Survey Nos as under :-

- 1) S.No. 32/2A/82A/8A/6A Plot No.1: Area Admeasuring 3423.26 Sq.Mtr
- 2) S.No. 32/2A/82A/8A/6A Plot No.2: Area Admeasuring 3481.05 Sq.Mtr
- 3) S.No. 32/2A/82A/8A/6A Plot No.3: Area Admeasuring 3308.97 Sq.Mtr
- 4) S.No. 32/2A/82A/8A/6A Plot No.4: Area Admeasuring 36 Sq.Mtr

- 5) S.No. 32/2A/82A/8A/6A Plot No.5: Area Admeasuring 583.57 Sq.Mtr
- 6) S.No. 32/2A/82A/8A/6A Plot No.6: Area Admeasuring 1167.15 Sq.Mtr. Totally Plot Nos. (1)+(2)+(3)+(4)+(5)+(6) area admeasuring 12,000 Sq. Mtrs was previously owned and possessed by Landstar Constructions Pvt.ltd through its Directors 1)Prasad Kishore Paraswar, 2)Priyanka Devidas Sonawane who thereafter sold/transferred the said land to M/s Hill Town Constructions through its partners 1) Mr.Rajjak Ahmed Mulani 2)Mr Sohail Rajjak Mulani 3) Hasnain Rafique Jafarani 4) Mrs Kalpana Hanumant Kemdhare by virtue of Registered Sale Deed duly registered at the office of Joint Sub Registrar Haveli No.9 at Serial No.5935/2016 dt.5/8/2016

AND WHEREAS the promoters decided to construct a building on the plot of land (more particularly described in schedule "I" hereunder written hereinafter referred as the said property)

AND WHEREAS the said Promoter have amalgamated the aforesaid properties particularly described in schedule hereunder written including properties of land bearing S.No. 32/2A/82A/8A/6A Plot nos (1)(2)(3)(4)(5)(6) total area admeasuring 12,000 Sq.Mtrs situated Village-Kondhwa Budruk , Tal- Haveli, Dist-Pune, within limits of Pune Municipal Corporation which has been developed by M/s Hill Town Constructions .

AND WHEREAS the Promoters M/s Hill Town Constructions with an intent to develop the both properties individually and independently by submitting the Building Plan amalgamated both the properties and submitted joint or amalgamated building plan which is approved by the Pune Municipal Corporation vide its commencement Certificate no ._____dated _____and as per the commencement Certificate the said promoters/developers have given free consent to each other to construct develop and to sell Flats, shops, Parking etc. to prospective purchasers as per their choice on ownership basis and to receive the consideration thereof.

AND WHEREAS for said purpose, the promoters has entered into a standard agreement with the Architect/Engineer Mr._____, registered with the council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects,

AND WHEREAS, the Promoters has appointed Structural Engineer _____for the preparation of Structural Design and drawings of the building and Promoter accepted the professional supervision of the

Architect and the Structural Engineer till the completion of the Buildings.

AND WHEREAS, the Promoters has proposed to construct on the said land a new multistoried Building of ground floor and upper floors (herein referred to as the "The Building")

AND WHEREAS, the Pune Municipal Corporation has approved the building Plans containing specification, sections and details of the said building under commencement certificate No.CC/_____dated_____and again revised C.C NO _____dated_____in respect of the said property.

AND WHEREAS, the Promoter has the sole and exclusive right to sell the Flats/Shop in the Building and to enter into agreement/s with the Purchaser/s and to receive the sale price in respect thereof.

AND WHEREAS, the Flat Purchaser demanded from the Promoter and the Promoter has given inspection to the Flat Purchase/s of all documents of title relating to the said land, and the sanctioned Plans. And design and specifications prepared by the Promoter's Architect/Engineer_____

AND WHEREAS following clauses are not applicable:

(i)Any covenant affecting the said property. (ii) Any impediments attached to the said property,(iii)Number and Area occupied by Tenants and how they proposed to be settled so as to have clear possession of the said property (iv)Details of illegal encroachment on the said property (v)Any permission (if any) required from any Government or Authority which affects the title to the said property and details of all such required permissions obtained (vi) Details of mortgage or lien or charge on the said property.)

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

AND WHEREAS the Vendor/Original Owner/Promoter is in possession of the project land AND WHEREAS the Promoter has proposed to construct on the project land having Two buildings consisting of Parking and upper floors in Wing _____.

AND WHEREAS the Allottee is offered an Apartment/Shop bearing Number_____on Fourth Floor (herein after referred to as the said "Apartment/ Shop") in _____Wing of building called as "_____"(herein referred to as the said "Building") being constructed in the one phase of the said project, by the Promoter

AND WHEREAS for said purpose, the promoters has entered into a standard agreement 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 _____ dated _____ authenticated copy is attached in Annexure '____'

AND WHEREAS, the Promoters has appointed Structural Engineer for the preparation of Structural Design and drawings of the building and Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Building/Buildings.

AND WHEREAS By Development Agreements and Power of Attorneys has sole and exclusive right and authority to develop the said land and to construct there upon and to sell or otherwise disposed off the flats/tenements/ units etc. in the building/s constructed on the said land by Promoter on the land to enter into agreements with allottees (s)/s of the Apartment 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 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 title of the Promoter to the project land on which the Apartment 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 plan of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-I.

AND WHEREAS the authenticated copies of plan of the Layout as proposed by the promoter and according to which the construction of the building and open spaces are proposed to be provided for on the said project been annexed hereto and marked as Annexure C-2.

AND WHEREAS the authenticated copies of plan of the Layout 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 Promoters has got some of the approvals from the concerned local authority (s) to the plans, the specifications, elevations, sections and approvals from the authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS, the said Promoter/Owner decided to construct a building on the property as per plan sanctioned by Pune Municipal Corporation has approved the building Plans containing specification, sections and details of the said building under commencement certificate

No.CC/_____dated_____again_____again_____revised_____C.
C NO_____dated_____ and as per the commencement certificate, the said Promoters/ Developer/ Owners have started the construction work on the said property and the Promoters/ Developer/ Owners is entitled to construct, develop and to sell Flats, etc to prospective Purchasers as per their choice on ownership basis and to receive the consideration thereof.

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.

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment/ Shop _____on floor in_____wing situated in the building known as “ “ being constructed on the said project.

AND WHEREAS the carpet area of the said Shop no.___ on floor is _____sq.ft i.e____Sq.mtr Carpet Equivalent to _____Sq.ft i.e ____sq.mtrs in_____wing, the building known as “____” carpet area “ means the net usable floor area of an apartment, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace of the Allottee but includes the area covered by the internal partition walls of the apartment area appurtenant to the said Apartment for exclusive use of Allottee, but includes the area covered by the internal partition wall of the apartment.

AND WHEREAS, the Parties relying on the confirmations, representation and assurance 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 this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. _____(_____) only by way of cash/cheque, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee in the following manner;

a) Rs. _____ Rupees_____paid by cheque no_____dated_____ drawn on _____Bank_____Pune

b) Rs. _____ Rupees_____paid by cheque no_____dated_____ drawn on _____Bank_____Pune

c) Rs. _____ Rupees_____paid by cheque no_____dated_____ drawn on _____Bank_____Pune

_____ Rs._____ Rupees _____only

(the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai 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 (Apartment/Plot) and the garage/covered parking(if applicable)

NOW THEREFOR, 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 _____ basement and ground/ stilt, /_____ podiums, and _____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 Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment Flat No. _____ on _____ Floor is _____ Sq.ft. _____ i.e _____ Sq.Mtrs. Carpet Equivalent to _____ Sq.ft. i.e _____ Sq.Mtrs. Built -up and attached Terrace area admeasuring _____ Sq.ft. i.e _____ Sq.Mtrs in wing _____ (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 Rs. _____ 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 Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____/-

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____/-.

1(b) The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. _____/-(----- only)

1(c) The Allottee has paid on or before execution of this agreement a sum of Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____ (Rupees) in following manner

i) Amount of Rs _____/-(_____ only) (not exceeding 30% of the consideration) to be paid to the Promoter after execution of this agreement.

ii) Amount of Rs _____/-(_____ only) (not exceeding 45% of the consideration) to be paid to the Promoter on completion of Plinth of the building or wing in which the said Apartment is located.

iii) Amount of Rs _____/-(_____ only) (not exceeding 70% of the consideration) to be paid to the Promoter on completion of the slabs including podium and stilts of the building or wing in which the said Apartment is located.

iv) Amount of Rs _____/-(_____ only) (not exceeding 75% of the consideration) to be paid to the Promoter on completion of the walls, internal plaster flooring doors and windows of the said Apartment.

v) Amount of Rs _____/-(_____ only) (not exceeding 80% of the consideration) to be paid to the Promoter on completion of Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi) Amount of Rs _____/-(_____ only) (not exceeding 85% of the consideration) to be paid to the Promoter on completion of external

plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii) Amount of Rs _____/-(_____only) (not exceeding 90% of the 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.

viii) Balance Amount of Rs _____/- (_____only) against and at time of handing over the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, G.S.T. 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/Plot].

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee 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 Allottee, which shall only be applicable on subsequent payments

1(f) 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 @____% per annum for the period by which the respective installments has been proponed. 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.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the 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 Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the 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 this Agreement.

1(h) The 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 Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

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

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee 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 Allottee shall make timely payments of the instalment 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 as on date in respect of the project land is square meters only and Promoter has planned to utilize Floor Space Index of _____ 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 Floor Space Index of _____ as proposed to be utilized by him 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.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The 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 Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the 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 allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the 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 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, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

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 Allottee on or before..... day of20___. If the Promoter fails or neglects to give possession of the Apartment to the 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 Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for 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 -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or

competent authority/court.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the 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/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The 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 Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] 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/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the 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 Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The 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.(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartments 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 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 Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the 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 Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/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, as

aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/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 Allottee that the Apartment is ready for use and occupancy, the 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 Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the 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 this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

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

- (iv) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. 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..... For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout

11. The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the 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 Allottee shall pay to the

Promoter, the 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 Allottee shall pay to the Promoter, the 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 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 and 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 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/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. 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/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

ix The Promoter confirms that the Promoter is not restricted in anymanner whatsoever from selling the said [Apartment/Plot]to the Allottee in the manner contemplated in this Agreement;

x At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of Structure to the Association of the Allottees;

xi. The Promoter has duly paid and shall continue to pay and discharge u n d i s p u t e d 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 or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. The 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 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 Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. 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

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

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. 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.

ix. 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 Allottee for any purposes other than for purpose for which it is sold.

x. The 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 Allottee to the Promoter under this Agreement are fully paid up.

xi. The 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 Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee 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.

xii. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the 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.

xiii. 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 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 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 outgoings, 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 Apartments or of the said Plot and Building or any part thereof. The 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 Allottee who has taken or agreed to take such [Apartment/plot].

18. BINDING EFFECT

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

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably

inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] 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, in 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 Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

_____Name of Allottee

_____Allottees Address

_____ Notified Email ID: .

M/s Hill Town Constructions

Registered Partnership Firm

O/A-.Shop No. 9, 10, Yadav Vyapar Bhavan,

602, Shukrawar Peth, Pune : 411 002

Represented through its Partners

- 1) Mr.Rajjak Ahmed Mulani
- 2) Mr.Sohail Rajjak Mulani
- 3) Mr Hasnain Rafik Jafarani
- 4) Mr.Kalpna Hanumant Kemdhare .

_____ Notified Email ID:

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be

deemed to have been received by the promoter or the Allottee, as the case may be.

28. JOINT ALLOTTEES

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

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

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 ___Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the _____ courts will have the jurisdiction for this Agreement.

THE SCHEDULE I ABOVE REFERRED TO DISCRPTION OF THE LANDED PROPERTY – (1)

In registration District Pune and in Sub. Registration District Haveli, within the extended limits of Pune Municipal Corporation a Plot of land situated at S.No.32/2A/82A/8A/6A, bearing Plot no. 1 admeasuring of 3423.26 Sq.Mtrs and the said property as bounded as follows:

On or towards East-	Internal Road,
On or towards West-	Open space and Property of Neeraj Gugale,
On or towards South -	Plot No. 6,
On or towards North-	60 Mtr. Road,

DISCRPTION OF THE PROPERTY – (2)

In registration District Pune and in Sub. Registration District Haveli, within the extended limits of Pune Municipal Corporation a Plot of land situated at S.No.32/2A/82A/8A/6A, bearing Plot no. 2 admeasuring of 3481.05 Sq.Mtrs and the said property as bounded as follows:

On or towards East-	Property of Purushottam Patel and Jitendra Oswal
On or towards West-	Property of Neeraj Gugale,
On or towards South-	Plot No. 1,
On or towards North-	60 Mtr. Road,

DISCRPTION OF THE PROPERTY – (3)

In registration District Pune and in Sub. Registration District Haveli, within the extended limits of Pune Municipal Corporation a Plot of land situated at S.No.32/2A/82A/8A/6A, bearing Plot no. 3 admeasuring of 3308.97 Sq.Mtrs and the said property as bounded as follows:

- On or towards East- Open Space and Plot No.6,
- On or towards West- Property of Neeraj Gugale,
- On or towards South- Property of Janardan Khose,
- On or towards North- Open space and Plot No. 4,

DISCRIPTION OF THE PROPERTY – (4)

In registration District Pune and in Sub. Registration District Haveli, within the extended limits of Pune Municipal Corporation a Plot of land situated at S.No.32/2A/82A/8A/6A, bearing Plot no. 4 admeasuring of 36. Sq.Mtrs and the said property as bounded as follows:

- On or towards East- Open Space,
- On or towards West- Property of Neeraj Gugale,
- On or towards South- B.D.P. area,
- On or towards North- Plot No. 1,

DISCRIPTION OF THE PROPERTY – (5)

In registration District Pune and in Sub. Registration District Haveli, within the extended limits of Pune Municipal Corporation a Plot of land situated at S.No.32/2A/82A/8A/6A, bearing Plot no. 5 admeasuring of 583.57 Sq.Mtrs and the said property as bounded as follows:

- On or towards East- Plot No. 1,
- On or towards West- B.D.P area and Plot No. 4,
- On or towards South- B.D.P. Area and Plot No. 6,
- On or towards North- Plot No. 1,

DISCRIPTION OF THE PROPERTY – (6)

In registration District Pune and in Sub. Registration District Haveli, within the extended limits of Pune Municipal Corporation a Plot of land situated at S.No.32/2A/82A/8A/6A, bearing Plot no. 6 admeasuring of 1167.15 Sq.Mtrs and the said property as bounded as follows:

- On or towards East Property of Purushottam Patel and Jitendra Oswal,
- On or towards West - B.D.P. area,
- On or towards South -B.D.P. Area and Property of Janardan Khose,
- On or towards North - Open space and Plot No.2,

SCHEDULE – II (B)

Apartment /Flat/Shop No. _____on _____Floor _____Sq.Ft. i.e _____Sq.Mtrs Built up in “_” Wing , in building known as _____ along with amenities and facilities provided thereto which is being constructed on the said plot In registration District Pune and in Sub. Registration District Haveli, within the extended limits of Pune Municipal Corporation (more particularly described in First Schedule)

COMMON AREAS :-

The common areas and facilities for the Purchaser of the flat/shops in this scheme consists of :-

- a) The Staircase of the Wing in which the flat/shop is situated
- b) Passage leading towards the respective flat/shop
- c) Common Parking
- d) Water tanks and Pumps
- e) Electric meter boards
- f) Common terrace(which excludes the terraces allotted exclusively to the respective flat/shop)
- g) Appurtenant land or open space of the building, garden and club house to be used in common (which excludes the open space/garden area allotted exclusive to respective flat/shop) Limited common area and facilities restricted for other purchaser

Restricted areas :-

- a. Terrace attached/allotted exclusively to the respective flat/shop.
- b. Exclusively allotted covered parking area.
- c. Refuse area (fire)

SPECIFICATION AND AMENITIES

- Structure – R.C.C frame Structure.
 - Walls- External ____” thk, internal ____” thk concrete Bricks.
 - Plaster – Internal Wall with neeru finish and external sand finish.
 - Flooring – _____ Vitrified tiles for entire flat, Anti-skid ceramic tiles flooring for Terrace, Bathrooms and Toilets.
 - Kitchen – Jet black Granite top kitchen platform with standard SS sink and _____ glaze tiles dado upto _____ ht. with exhaust fan provision.
 - Windows- Three track Black powder coated Aluminum sliding windows and Marble window sill and mosquito nets.
 - Doors- All door frames in sal wood. Decorative laminate main door with quality fitting and Europa Night latch. Other flush doors with oil paint finish.
 - Toilet , Bathrooms- _____ Glaze Tiles dado for W.C.
 - Plumbing- CPVC concealed plumbing and zebra quality fittings. For toilet tow way wall mixer with shower, boiler point EWC (Hindustan) with Low level flush tank, wash basin with pillar cock, for wc orisa pan flush tank, one bib tap.
 - Electrical – Concealed copper wiring with circuit breakers, Cable & telephone point in living rooms, Adequate electrical point, Premium quality switches.
 - Painting- External cement paint finish and internal oil bond
 - Additional Points – For common WC : Indian style and for attach toilets western style. A/C point for master bedrooms
 - Safety MS grills for all windows
 - Letter Box for each flat with name plate
 - Lift with generator back-up in common area and parking area
 - Club House with garden
- A) The said specification are provided as per oral request of the Purchaser and if any extra specification are to be required by the Purchasers than cost of the same are to be paid by the Purchaser.
- B) The residual as well as additional or further available FAR/FSI in respect of the said property not consumed will be available to the

developer and they shall be entitled to utilize and dispose off the same in a similar manner and to get the building plan changed/revised suitable till the execution of this reason the Plan annexed to this agreement is tentative.

- C) In case of water, electricity and drainage the responsibility of the relevant formalities. The developer is not responsible for delay and/or monetary loss cause on account of delay caused by the concerned government/semi-government departments or corporations.
- D) The Purchaser gives his/her consent for corporation assessment of his/her flat vides this agreement. The Purchaser shall not raise any objection or complaint about the assessment finalized by the corporation on representation by the developer on behalf the Purchaser.
- E) The Purchaser or the representative of the Purchaser shall visit the site regularly and bring to the notice of the developer any defect in workmanship/quality of the material.
- F) The Purchaser have checked the stamp from the office of the registrar. The Purchaser undertakes to have his document registered within four months from the date of this agreement.
- G) The Purchaser agrees to pay the balcony enclosure charges levied by the Pune Minicipal Corporation.

STAMP DUTY:-

The prescribed rate are Rs_____-/- Per Sq.Ft for Shop. The true and correct valuation of the said flat is as agreed in this agreement.

LOCATION :-
AGREEMENT PRICE :-
GOVERNMENT VALUE :-
STAMP DUTY :-
REGISTRATION FEES :-

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED HERETO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEAL THEDAY AND MONTH AND YEAR FIRST HEREIN ABOVE MENTIONED AT PUNE.

SIGNED AND DELIVERED BY THE WITHIN NAMED

M/s. HILL TOWN CONSTRUCTIONS

Represented through its Partners

1) Mr._____

2) Mr._____

3) Mr._____

4) Mr._____

PURCHASER/S/ALLOTTEE

1) Mr._____

WITNESSES

1)

2)

Sign.

Sign.

Name-

Name-

Address-

Address-

