



AGREEMENT TO SALE

THIS AGREEMENT TO SALE is made and executed at Pune, on thisth day of July in the year 2017.

BETWEEN

M/s. FUTURISTIC CREATOR

Registered Partnership Firm

PAN No.

O/at.- J-105, First Floor, Sai Square,

Opp. Sukhwani Palm Breeze,

Pimple Saudagar, Pune - 411027.,

Through its Partner

MR. VIJAY KISHANCHAND MATANI,

Age- years, Occ - Business,

Hereinafter referred to as the

"DEVELOPER/OWNER/PROMOTER"

(Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its executors, administrators, partners, & successors-in-title and assigns)

..... PARTY OF THE FIRST PART;

AND

1. MR. -----

Age: ---- years, Occupation: -----

PAN: -----

2. MRS. -----

Age: --- years, Occupation: -----

Both Residing at: -----

Hereinafter referred to as the '**PURCHASER/ALLOTEE**'

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

...THE PARTY OF THE SECOND PART

DESCRIPTION OF PROPERTY:

All the piece and parcel of property bearing Gat No. 1590, area admeasuring 01 H 04 R + Potkharaba 00 H 06 R, total area admeasuring 01 H 10 R, assessed at Rs. 02.12 Paise, out of it area admeasuring 00 H 25 R, situated at village Chikhali, Tal. Haveli, Dist. Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli and which is totally bounded as under.

- On or towards East – By remaining property of
Gat No.1590.
- On or towards South – By Gat No. 1591, 1602, 1603 and
1604.
- On or towards West – By Gat No. 1593.
- On or towards North – By 18 mtrs. D.P. Road.

That the property bearing Gat No. 1590 was owned by one Sopan Ramkrishna More.

That Sopan Ramkrishna More had availed loan from Pune Zilla Land Mortgage Bank on 11/06/1975. Accordingly name of Pune Zilla Land Mortgage Bank was recorded in the record of 7/12 extract and name of Sopan Ramkrishna More was recorded in the other rights column of said property.

Mutation Entry No. 2229 shows that, Sopan Ramkrishna More expired on 24/08/1982 leaving behind him following legal heirs namely :

- | | | |
|-------------------------------|---|------------|
| 1. Balu Sopan More | - | Son |
| 2. Bapu Sopan More | - | Son |
| 3. Shantabai Ganpat Gire | - | Daughter |
| 4. Sitabai Tukaram Sandbhor | - | Daughter |
| 5. Lilabai Pandurang Sandbhor | - | Daughter |
| 6. Kalabai Baban Dhabhade | - | Daughter |
| 7. Changunabai Sopan More | - | Widow wife |

Accordingly after the death of Sopan Ramkrishna More his name was deleted & names of his legal heirs were recorded in the record of 7/12 extract of Gat No. 1590 in other rights column. Thus after the death of Sopan Ramkrishna More his above mentioned legal heirs became owners of the said property.

Mutation Entry No. 13962 shows that, Balu alias Balasaheb Sopan More expired on 30/03/1996 & Rukhmanibai Balasaheb More expired on 05/02/2001 leaving behind them following legal heirs namely:

1. Dnyaneshwar Balasaheb More	-	Son
2. Babulal Balasaheb More	-	Son
3. Santosh Balasaheb More	-	Son
4. Baby Prahlad Yadav	-	Daughter
5. Shalan Shankar Kurhade	-	Daughter
6. Surekha Bhagwan Shinde	-	Daughter

Accordingly after the death of Balu alias Balasaheb Sopan More & Rukhmanibai Balasaheb More their names were deleted & names of their legal heirs were recorded in the record of 7/12 extract of Gat No. 1590 in other rights column. Thus after the death of Balu alias Balasaheb Sopan More and Rukhmanibai Balasaheb More their above mentioned legal heirs became owners of the said property to the extent of share of Balu alias Balasaheb Sopan More.

Mutation Entry No. 19366 shows that, Sopan Ramkrishna More expired on 24/08/1982 leaving behind him following legal heirs namely :

1. Balu Sopan More (Deceased)	-	Son
2. Dnyaneshwar Balasaheb More	-	Grand Son
3. Babulal Balasaheb More	-	Grand Son
4. Santosh Balasaheb More	-	Grand Son
5. Baby Prahlad Yadav	-	Grand Daughter
6. Shalan Shankar Kurhade	-	Grand Daughter
7. Surekha Bhagwan Shinde	-	Grand Daughter
8. Bapu Sopan More	-	Son
9. Shantabai Ganpat Gire	-	Daughter
10. Sitabai Tukaram Sandbhor	-	Daughter
11. Lilabai Pandurang Sandbhor	-	Daughter
12. Kalabai Baban Dhabhade	-	Daughter
13. Changunabai Sopan More (Deceased)	-	Widow wife

Already by mutation entry No. 2229 names of legal heirs of Sopan Ramkrishna More was recorded in the record of 7/12 extract again by mutation entry no. 13962 the names of above legal heirs were confirmed.

Mutation Entry No. 19537 shows that, legal heirs of Sopan Ramkrishna More had repaid loan along with interest obtained from Pune Zilla Land Mortgage Bank on 13/04/2010. Accordingly name of Pune Zilla Land Mortgage Bank was deleted from the record of 7/12 extract of Gat No. 1590 and names of owners recorded in the other rights column of 7/12 extract were deleted and recorded in the possessor column of 7/12 extract.

Mutation Entry No. 19562 shows that, Lilabai Pandurang Sandbhor expired on 03/02/1997 leaving behind her following legal heirs namely:

1. Dilip Pandurang Sandbhor	-	Son
2. Harshada Prabhakar Pawale	-	Daughter
3. Bitabai Tulshiram Tanpure	-	Daughter

Accordingly after the death of Lilabai Pandurang Sandbhor her name was deleted & names of her legal heirs were recorded in the record of 7/12 extract of Gat No. 1590. Thus after the death of Lilabai Pandurang Sandbhor her above mentioned legal heirs became owners of the said property to the extent of share of Lilabai Pandurang Sandbhor.

Mutation Entry No. 20084 shows that, Babu Sopan More and others through their Power of Attorney Holder Manjunath V. Naik and Lotus Construction Company through Shri. Santosh V. Karnawat had surrendered 5050 Sq. mtrs. land from Gat No. 1590 to PCMC which was affected under 18 mtrs. wide road by executing possession receipt. The said possession receipt was registered in the office of Sub-Registrar Haveli No. 5, noted at serial no. 7807/2010. Accordingly name of PCMC was recorded in the record of 7/12 extract of the said property to the extent of area admeasuring 5050 Sq. Mtrs.

Mutation Entry No. 26305 shows that, Dilip Pandurang Sandbhor, Harshada Prabhakar Pawale & Bitabai Tulshiram Tanpure have sold area admeasuring 00 H 09.83 R from Gat No. 1590 to M/s. Eros Associates through its partners 1. Mr. Shivaji Ramling Sakhare & 2. Mr. Raju K. Chadda by registered Sale Deed. The said Sale Deed was registered in the office of Sub Registrar Haveli No. 24 noted at serial No. 8250/2014 on 14/10/2014. As per the said Sale Deed name of M/s. Eros Associates through its partners 1. Mr. Shivaji Ramling Sakhare & 2. Mr. Raju K. Chadda was recorded in the record of 7/12 extract of Gat No. 1590 to the extent of area admeasuring 00 H 09.83 R.

Mutation Entry No. 26305 shows that, M/s. Eros Associates through its partners 1. Mr. Shivaji Ramling Sakhare & 2. Mr. Raju K. Chadda have sold area admeasuring 00 H 09.83 R from Gat No. 1590 to M/s. S.S.D Erectors through its partners 1. Mr. Vijay Kishanchand Matani & 2. Mr. Prasadh Shivaji Waghere by registered Sale Deed. The said Sale Deed was registered in the office of Sub Registrar Haveli No. 18 noted at serial No. 2026/2016 on 05/03/2016. As per the said Sale Deed name of M/s. S.S.D Erectors through its partners 1. Mr. Vijay Kishanchand Matani & 2. Mr. Prasadh Shivaji Waghere was recorded in the record of 7/12 extract to the extent of area admeasuring 00 H 09.83 R in Gat No. 1590 and name of M/s. Eros Associates through its partners 1. Mr. Shivaji Ramling Sakhare & 2. Mr. Raju K. Chadda was deleted from Gat No. 1590.

M/s. Eros Associates through its partners 1. Mr. Shivaji Ramling Sakhare & 2. Mr. Raju K. Chadda have also executed Power of Attorney coupled with Sale Deed in favour of M/s. S.S.D Erectors through its partners 1. Mr. Vijay Kishanchand Matani & 2. Mr. Prasadh Shivaji Waghere. The said Power of Attorney was registered in the office of Sub Registrar Haveli No. 18 noted at serial No. 2027/2016 on 05/03/2016.

Dnyaneshwar Balasaheb More, Babulal Balasaheb More, Vaishali Dnyaneshwar More, Sahil Dnyaneshwar More through his natural guardian father Dnyaneshwar Balasaheb More, Santosh Balasaheb More, Mayuri Santosh More, Viren Santosh More through his natural guardian father Santosh Balasaheb More, Baby Prahlad Yadav, Shalan Shankar Kurhade, Surekha Bhagwan Shinde, Babu alias Bapusaheb Sopan More, Saraswati Babu alias Bapusaheb More, Mahesh Babu alias Bapusaheb More, Vaishnavi Mahesh More, Mayuri Mahesh More and Harshwardhan Mahesh More through their natural guardian father Mahesh Babu alias Bapusaheb More, Vilas Babu alias Bapusaheb More, Bhagyashri Vilas More, Dada Vilas More and Sonu Vilas More through their natural guardian father Vilas Babu alias Bapusaheb More, Manish Harishchandra Dhabhade, Shantabai Ganpat Gire, Sitabai Tukaram Sandbhor, Ramdas Tukaram Sandbhor & Kalabai alias Fulabai Baban Dhabhade have sold area admeasuring 00 H 24.67 R from Gat No. 1590 to M/s. S.S.D Erectors through its partners 1. Mr. Vijay Kishanchand Matani & 2. Mr. Prasadh Shivaji Waghere by registered Sale Deed. The said Sale Deed was registered in the office of Sub Registrar Haveli No. 18 noted at serial No. 2737/2016 on 28/03/2016.

The said owners have also executed Power of Attorney coupled with Sale Deed in favour of M/s. S.S.D Erectors through its partners 1. Mr. Vijay Kishanchand Matani & 2. Mr. Prasadh Shivaji Waghere. The said Power of Attorney was registered in the office of Sub Registrar Haveli No. 18 noted at serial No. 2738/2016 on 28/03/2016.

That M/s. S.S.D Erectors through its partners 1. Mr. Vijay Kishanchand Matani & 2. Mr. Prasadh Shivaji Waghere had applied for recording their name in the record of 7/12 extract accordingly mutation no. 27777 was prepared, but Surekha Bhagwan Shinde and Shalan Shankar Kurhade had taken objection for certification of the same. Accordingly enquiry was conducted by the circle officer bearing no SR/56/2016. After hearing the parties the Circle Officer, Bhosari, Tal. Haveli, Dist. Pune had passed order on 25/08/2016 thereby directing to certify mutation entry No. 27777 after the period of limitation is over.

Accordingly as per the said Sale Deed and order passed by the Circle Officer name of M/s. S.S.D Erectors through its partner Mr. Vijay Kishanchand Matani is yet to be recorded in the record of 7/12 extract of Gat No. 1590 to the extent of area admeasuring 00 H 24.67R.

That one of the partner of M/s. S.S.D Erectors i.e. Mr. Prasadh Shivaji Waghere had retired from the partnership firm on 16/09/2016. Accordingly a deed of Reconstitution of Partnership deed was registered in the office of Registrar of Firms.

Dnyaneshwar Balasaheb More, Babulal Balasaheb More, Vaishali Dnyaneshwar More, Sahil Dnyaneshwar More through his

natural guardian father Dnyaneshwar Balasaheb More, Santosh Balasaheb More, Mayuri Santosh More, Viren Santosh More through his natural guardian father Santosh Balasaheb More, Baby Prahlad Yadav, Shalan Shankar Kurhade, Surekha Bhagwan Shinde, Bapu alias Bapusaheb Sopan More, Saraswati Bapu alias Bapusaheb More, Mahesh Bapu alias Bapusaheb More, Vaishnavi Mahesh More, Mayuri Mahesh More and Harshwardhan Mahesh More through their natural guardian father Mahesh Bapu alias Bapusaheb More, Vilas Bapu alias Bapusaheb More, Bhagyashri Vilas More, Dada Vilas More and Sonu Vilas More through their natural guardian father Vilas Bapu alias Bapusaheb More, Manish Harishchandra Dhabhade, Shantabai Ganpat Gire, Sitabai Tukaram Sandbhor, Ramdas Tukaram Sandbhor & Kalabai alias Fulabai Baban Dhabhade have sold area admeasuring 00 H 25 R from Gat No. 1590 to M/s. Futuristic Creator through its partners 1. Mr. Vijay Kishanchand Matani & 2. Mr. Prasadh Shivaji Waghare by registered Sale Deed. The said Sale Deed was registered in the office of Sub Registrar Haveli No. 18 noted at serial No. 2739/2016 on 28/03/2016.

The said owners have also executed Power of Attorney coupled with Sale Deed in favour of M/s. Futuristic Creator through its partners 1. Mr. Vijay Kishanchand Matani & 2. Mr. Prasadh Shivaji Waghare. The said Power of Attorney was registered in the office of Sub Registrar Haveli No. 18 noted at serial No. 2740/2016 on 28/03/2016.

That M/s. Futuristic Creator through its partners 1. Mr. Vijay Kishanchand Matani & 2. Mr. Prasadh Shivaji Waghare had applied for recording their name in the record of 7/12 extract accordingly mutation no. 27776 was prepared, but Surekha Bhagwan Shinde and Shalan Shankar Kurhade had taken objection for certification of the same. Accordingly enquiry was conducted by the circle officer bearing no SR/56/2016. After hearing the parties the Circle Officer, Bhosari, Tal. Haveli, Dist. Pune had passed order on 25/08/2016 thereby directing to certify mutation entry No. 27776 after the period of limitation is over.

Accordingly as per the said Sale Deed and order passed by the Circle Officer name of M/s. Futuristic Creator through its partner Mr. Vijay Kishanchand Matani is recorded in the record of 7/12 extract of Gat No. 1590 to the extent of area admeasuring 00 H 25R.

That one of the partner of M/s. Futuristic Creator i.e. Mr. Prasadh Shivaji Waghare had retired from the partnership firm on 16/09/2016. Accordingly a deed of Reconstitution of Partnership deed was registered in the office of Registrar of Firms.

That M/s. Futuristic Creator through its partner Mr. Vijay Kishanchand Matani has preferred building plan in respect of property bearing Gat No. 1590 and have got building plan sanctioned from the office of Pimpri Chinchwad Municipal Corporation vide no. B.P./Chikhali/33/2017 on 12/04/2017 and has obtained Commencement Certificate for construction of Building/Wing No. A to the extent of third Floor, Building/Wing No. B to the extent of First Floor & C Building/Wing to the extent of Seventh Floor on the said property.

That M/s. Futuristic Creator through its partner Mr. Vijay Kishanchand Matani will be applying for sanction of revised building plan in respect of proposed/further construction on appropriate time.

That M/s. Futuristic Creator through its partner Mr. Vijay Kishanchand Matani have filed application for getting NOC in respect of change in use of said property in the office of Tahsildar, Pimpri Chinchwad, Tal. Haveli, Dist. Pune. Accordingly Tahsildar, Pimpri Chinchwad, Tal. Haveli, Dist. Pune had issued NOC in respect of change in use of the schedule properties vide No. Jamin/ /SR/NA/SR/SANAD/427/2017 dated 03/07/2017.

B. The Promoter is fully competent to enter into this Agreement and 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 they 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 ----- under registration.

E. The Allottee had applied for an Apartment in the Project vide application No. ----- dated and has been 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 “**SAI VAIKUNT** ” along with garage/ closed parking No. admeasuring ----- square feet in the ----- [Please insert the location of the garage/ closed parking], 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 A 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, 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 Allottee hereby agrees to purchase the [Flat/ Apartment] and the garage/ closed parking (if applicable) 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 Allottee and the Allottee hereby agrees to purchase, the [Flat/ Apartment] as specified in para E;

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

Block/Building/Tower No----- Apartment No. ----- Type ----- Floor -----	Rate of Apartment per square feet*
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*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

Explanation:

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

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, 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 allottee to the promoter shall be increased/ reduced based on such change/ modification;

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee 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 [Flat/ Apartment] includes: 1) pro rata share in the Common Areas; and 2) garage (s)/ closed parking(s) as provided in the Agreement.

1.3 The Total Price is escalation-free, save and except increases which the Allottee 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 Allottee 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 Allottee, 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 Allottee by discounting such early payments @ ----- % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.

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

Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, 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 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. 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 that 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 feet as agreed in Clause 1.2 of this Agreement.

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

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

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/ interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee 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 Allottee 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 [Flat/ Apartment] 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 Allottee agrees that the [Flat/ Apartment] along with ----- garage/ closed parking 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 Allottee. 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 Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely -----
----- declaration to be filed with ----- shall not form a part of the [Please insert the name of the concerned competent authority] to be filed in accordance with the -----
[Please insert the name of the relevant State act, if any].

1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it have 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 Allottee have paid a sum of **Rs-----**, **(Rupees ----- only)** as booking amount being part payment towards the Total Price of the [Flat/ Apartment] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Flat/ Apartment] 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 allottee 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 Allottee 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 Creator'** payable at Bank, Branch, Pune.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee, 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 Allottee understands and agrees that in the event of any failure on his/ her/ thier part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they 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 Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee 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 Allottee 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 Allottee only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS

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/ their name/s as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his/her/their payments in any manner.

5. TIME IS ESSENCE

1.13 Time is of 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 [Flat/ Apartment] 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 installment and other dues payable by him/her/them 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 Allottee has 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 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 FLAT/ APARTMENT

7.1 Schedule for possession of the said [Flat/ Apartment]: The Promoter agrees and understands that timely delivery of possession of the [Flat/ Apartment] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Flat/ Apartment] on **30st December 2020**, 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 Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Flat/ Apartment], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee 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 Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she 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 [Flat/ Apartment], 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 [Flat/ Apartment] to the Allottee. The

Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment 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/ Association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within --- ----- days of receiving the occupancy certificate* of the Project.

7.3 Failure of Allottee to take Possession of [Flat/ Apartment]: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Flat/ Apartment] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Flat/ Apartment] to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee - After obtaining the occupancy certificate* and handing over physical possession of the [Flat/ Apartment] 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 Allottee – The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee 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 allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.6 Compensation –

The Promoter shall compensate the Allottee 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 [Flat/Apartment] (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 Allottee 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 [Flat/Apartment], 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 Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Flat/Apartment].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

8.1 The Promoter hereby represents and warrants to the Allottee 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;

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Flat/Apartment];

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Flat/Apartment] 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 [Flat/Apartment] 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 said Land, including the Project and the said [Flat/Apartment] which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Flat/Apartment] to the Allottee 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 [Flat/Apartment] to the Allottee 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/ Apartment Allottee/s himself/ herself/ themselves with intention to bring all persons into whosoever hands the said Flat/ Apartment/ Apartment may come, doth hereby covenant with the Promoter as follows for the said Flat/ Apartment/ Apartment and also for the building in which the said Flat/Apartment is situated –

(a) To maintain the said Flat/Apartment at Flat/Apartment 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 his own cost all internal repairs to the said Flat/ Apartment/ 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/ 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/ Apartment Allottee/s committing any act in contravention of the above provisions, the Flat/ Apartment/ 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/ 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 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/unit the Allottee/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, his 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 has 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/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 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 his/her 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 [Flat/Apartment] to the Allottee 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, Allottee is entitled to the following:

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

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee 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 Allottee 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 [Flat/Apartment].

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

(i) In case the Allottee 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 allottee 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 Allottee 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 [Flat/Apartment] in favour of the Allottee and refund the amount money paid to him by the allottee 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 [Flat/Apartment] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Flat/Apartment] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee 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 Allottee 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 Allottee. The Allottee 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. The cost of such maintenance has been included in the Total Price of the [Flat/Apartment].

[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

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 Allottee 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 ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the [Flat/Apartment] 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 Allottee 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/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Flat/Apartment] 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 Allottee 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 Allottee shall, after taking possession, be solely responsible to maintain the [Flat/Apartment] 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 [Flat/Apartment], 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 [Flat/Apartment] and keep the [Flat/Apartment], 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 Allottee 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 Allottee shall not store any hazardous or combustible goods in the [Flat/Apartment] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Flat/Apartment]. The Allottee 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 Allottee 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 ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a [Flat/Apartment] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee 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 [Flat/Apartment], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Flat/Apartment]/ 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 [Flat/Apartment/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 Allottee who has taken or agreed to take such [Flat/Apartment/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 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 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 30(thirty) 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.

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 Flat/Apartment/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 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 [Flat/Apartment], in case of a transfer, as the said obligations go along with the [Flat/Apartment] 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 Allottee 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 Allottee that exercise of discretion by the Promoter in the case of one Allottee

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 Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Flat/Apartment] 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 Allottee, in Pune 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 Haveli, Pune. Hence this Agreement shall be deemed to have been executed at Pune .

30. NOTICES

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 at their respective addresses specified below:

Name of Allottee
(Allottee Address)

M/s. FUTURISTIC CREATOR
Registered Partnership Firm
PAN No.
O/at.- J-105, First Floor, Sai Square,
Opp. Sukhwani Palm Breeze,
Pimple Saudagar, Pune - 411027.,
(Promoter)

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.

31. 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.

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.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

SCHEDULE - A

All the piece and parcel of property bearing Gat No. 1590, area admeasuring 01 H 04 R + Potkharaba 00 H 06 R, total area admeasuring 01 H 10 R, assessed at Rs. 02.12 Paise, out of it area admeasuring 00 H 25 R, situated at village Chikhali, Tal. Haveli, Dist. Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli and which is totally bounded as under.

- | | | |
|---------------------|---|---------------------------------------|
| On or towards East | — | By remaining property of Gat No.1590. |
| On or towards South | — | By Gat No. 1591, 1602, 1603 and 1604. |
| On or towards West | — | By Gat No. 1593. |
| On or towards North | — | By 18 mtrs. D.P. Road. |

SECOND SCHEDULE **(FLAT/APARTMENT)**

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 “**SAI VAIKUNT** ” 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.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE
SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND
SEALED ON THE DAY MONTH AND YEAR FIRST
HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED BY)
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MR. VIJAY KISHANCHAND MATANI)
M/s. FUTURISTIC CREATOR)

PROMOTERS/OWNERS HEREIN) PROMOTERS

SIGNED, SEALED AND DELIVERED BY)
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)
)
2. MRS.)
PURCHASERS/ALLOTTEES HEREIN)

PURCHASER/ALLOTTEE

WITNESSES
1)
Sign :
Name :
Address :
2)
Sign :
Name :
Address :

SCHEDULE – B
(Copy of Floor Plan)

Schedule – C

The Allottee has paid on or before execution of this agreement a sum of Rs _____ (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 the following manner :-

- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the 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...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

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/Apartments shall exclusively belong to such respective Flat/Apartment/Apartments.
3. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.

(SPECIFICATIONS)

Structure

- * Earthquake resistant RCC frame structure
- * All external & internal walls in 6" thick brick/Siforex
- * External walls finished with sand faced plaster
- * Internal wall & ceiling finished with smooth coating of Gypsum

FLOORING

- * 24"x24" vitrified tiles in living/dining area, all bedrooms, kitchen and passage.
- * Wooden finish tiles in terraces.
- * Antiskid tiles in bathrooms and dry balcony/terrace.

*** ELECTRIFICATION**

- * Concealed wiring
- * TV & telephone points in living room and master bedroom.
- * AC point in master bedroom.
- * Modular switches from Premium Brand quality
- * Provision for inverter in all appartments
- * Provision fo exhaust fan & geyser

* DRY BALCONY

- * Plumbing and electric point for washing machine.
- * Additional water inlet and outlet points

* PLASTER

- * Gypsum/POP finish for internal walls
- * Sand faced cement plaster for external walls.

* PAINT

- * External : Cement Paint
- * Internal : Acrylic oil bond distemper paint with supreme quality wall finish

* DOORS,WINDOWS AND RAILINGS

- * Decorative main door with name plate and good quality door lock & hardware fittings.
- * Flush doors for bedrooms, bathrooms and dry balcony.
- * Powder coated aluminium sliding doors/windows with mosquito net for Windows & Terraces.

* KITCHEN

- * Granite platform & stainless steel sink.
- * Designer glazed dado tiles up to lintel level.
- * Provision for Exhaust Fan.

* BATHROOMS

- * Upto 7 feet height designer glazed dado tile
- * Premium Quality make toilet fittings with hot & cold mixture unit
- * Sanitary ware from Varomora or equivalent make.
- * Designer glazed dado tiles on the walls up to lintel level.
- * Provision for Exhaust fan.

Amenities

Decorative Entrance Gate
CCTV cameras for safety in common Area
Backup for common Areas & Lifts
Provision for DTH TV connection.
Rain water harvesting System
Lifts & Water pump
Larger windows
Video Door Phone
Solar Water Heater

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 “**SAI VAIKUNT** ” .

Hence this Allotment Letter.

Kindly confirm.

Yours faithfully,

(Mr. _____)
(Promoter)