

Annexure 'A'
Agreement of Sale between Promoter and Allottee (s)
(See rule 10(1))

This Agreement made at.....this.....day of..... in the year Two Thousand and

Between

M/s. Shah-Prathamesh Constructions

An AOP – Having its office at- **S. No. 36 & 37,**
Keshavnagar, Mundhwa, Pune- 411 036
PAN NO. **AADAS1035K**

Comprising of its Joint Venture Associates-

1. Mr. Suresh Indulal Shah

Age- **58** years, Occupation- **Business,**
Residing at- **721/2A, Navi Peth,**
Indulal Complex, L.B. Shastri Road,
Pune- 411 030
PAN NO. **AIDPS7885C**

2. M/S. PRATHAMESH CONSTRUCTIONS

A Partnership Firm, Having its office at-
1232, Success Chambers, Apte Road,
Deccan Gymkhana, Pune- 411 004
PAN NO. **AAGFP7342A**

Represented through its Partners

a. Mr. Jagadish Prabhakar Deshpande

Age- **64** years, Occupation– **Business,**

b. Mr. Shirish Gangadhar Riswadkar

Age- **62** years, Occupation– **Business,**

(Hereinafter referred to as "the Promoter" of the One Part)

AND

1. Mr. _____
2. Mrs. _____
3. _____
All adults, occ. _____
having address at _____

(Hereinafter referred to as " the Allottee" Of the Other Part)

Which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their legal heirs, agents, etc.

WHEREAS all that piece and parcel of the land bearing S. No. 36/1/1 area admeasuring 12,800 sq. mtrs., was originally owned by Badhe Family i.e. Shri. Sudhakar Piraji Badhe and others and land bearing S. No. 37/3B/2 area admeasuring 12,500 sq. mtrs., was owned by Mr. Dattatraya Ramchandra Kodre and others, which are lying and situated at Village Mundhava, Taluka Haveli, District Pune, totally area admeasuring 25,300 sq. mtrs. [For the sake of brevity and convenience hereinafter called or referred as "the entire land"] (Which is more particularly described in Schedule I written herein under);

ANDWHEREAS for the development of the said property bearing S. No. 36/1/1 the owners namely the said Badhe family entered into the Development Agreements dated 22/12/1995 with M/s. Harikripa Shah & Associates [For the sake of brevity and convenience hereinafter called or referred as "the said Firm"], which is registered in the Office of Sub-Registrar Haveli No. III, **ANDWHEREAS** for the development of the property bearing S. No. 37/3/B/2 the owners namely the said Kodre family respectively entered into the Development Agreements dated 22/12/1995 with M/s. Harikripa Shah & Associates, which is registered in the Office of Sub-Registrar Haveli No. III;

ANDWHEREAS the said M/s. Harikripa Shah & Associates had initiated the development activities in the said land in pursuance of the powers accrued to them by the aforesaid Development Agreement dated 22/12/1995; **ANDWHEREAS** the said M/s. Harikripa Shah & Associates promoted a Co-operative Housing Society under the provisions of Maharashtra Co-operative Societies Act 1960, under the name and style as **M/s. Prestige-Panorama Co-operative Housing Society Ltd.** Which was duly registered vide its No. PNA/(PNA-4) HSG(TO)/766/1996 dated 15/04/1996; **ANDWHEREAS** the said Society purchased the property mentioned in the Schedule I written hereunder vide its registered Sale Deeds dated 14/05/1997, which are registered in the Office of Sub-Registrar Haveli No. III at Serial Nos. 218/97, 266/97, 294/97, 335/97 and 335/97 from the said Badhe Family; **ANDWHEREAS** the aforesaid Kodre Family also executed registered Sale Deeds in the year 1997, which are also registered in the Office of Sub-Registrar Haveli No. III at Serial Nos. 217/97, 265/97, 272/97, 334/97 and 354/97; **ANDWHEREAS** covenant to that effect is also stipulated in the respective Sale Deeds of the said land and accordingly the rights and the authority of the said Developer M/s. Harikrupa – Shah & Associates in pursuance of the Development Agreement were confirmed in the

Sale Deeds itself; **ANDWHEREAS** accordingly the entire land was initially to be developed by the Developer M/s. Harikripa Shah & Associates which was represented by the then two partners namely Shri Krishna Haribhau Lohokare & Shri Suresh Indulal Shah;

ANDWHEREAS the said firm was carrying on their development activities in and upon the said entire land as well as the piece of land situated at the Southern side of the said road **ANDWHEREAS** due to certain differences in the said firm the said firm was amicably dissolved mutually by both the partners by the Deed of Dissolution dated 08/01/2004, and as per the aforesaid Deed of Dissolution the entire land was divided in Three Portions i.e. to say (i) entire portion at the South side of Pune- Mundha Manjari Road, (ii) entire portion at the Northern side of the Road was divided in two parts out of which the piece of land area admeasuring 22,200 sq. mtr. i.e. 2 H 22R was devolved upon the partner- Mr. Suresh Indulal Shah and the small piece of land area admeasuring about 3100.0 sq. mtr. i.e. 0 H. 31R in the North –East Corner of the said property was devolved upon the partner Mr. Krishan Haribhau Lohakare;

ANDWHEREAS thereafter said Shri. Suresh Indulal Shah in his sole individual capacity entered into the Joint Venture Agreement named and styled as M/s. SHAH-PRATHAMESH CONSTRUCTIONS dated 17/01/2005 with M/s. Prathamesh Constructions, a registered Partnership Firm, registered under Indian Partnership Act 1932, having its registered office at B-7, Success Chambers, 1232, Apte Road, Pune- 411 004 acting through its Partners (i) Shri. Jagadish Prabhakar Deshpande and (ii) Shri. Shirish Gangadhar Riswadkar for the development of the property bearing S. No. 36/1/1 and S. No. 37/3B/2 for the area admeasuring 22,200 sq. mtr. for the duration namely 4 years (Four years) **ANDWHEREAS** accordingly the aforesaid Joint Venture developed the West side portion admeasuring 18,560.30 sq.mtr. of the 12.00 mtr. wide internal road going from the said land and constructed building project namely “**Prestige Panorama**” **consisting 4(Four) buildings having 112 flats and 43 Row-houses** by the end of year 2009 and also duly settled all their accounts of the said project.

ANDWHEREAS thereafter the said Shri. Krishna Haribhau Lohokare further assigned all his right, title and interest in the adjoining undeveloped portion of the 0H 31Aar (i.e. 3100.00 sq.mtrs.) (which was came to his share in the Deed of Dissolution dated 08/01/2004) in favour of M/s. Shah- Prathamesh Constructions by Deed of Assignment of Development Rights dated 09/04/2010,

which is registered in the Office of Sub-Registrar Haveli No. XIII at Serial No. 2853 and handed over the actual and vacant possession of the said portion to the said M/s. Shah- Prathamesh Constructions; then in the year 2012 Mr. Suresh Shah then secretary of the Prestige Panorama Co-Op. Society divided the said society in to 5 (five) separate societies namely 1) Prestige Panorama “A” Co-operative Housing Society Ltd. 2) Prestige Panorama “B” Co-operative Housing Society Ltd. 3) Prestige Panorama “C” Co-operative Housing Society Ltd. 4) Prestige Panorama “D” (Prestige Gold) Co-operative Housing Society Ltd. and 5) Prestige Panorama “E” (Amenity Space) Premises Co-operative Society Ltd. order No. जा.क्र.उनि(४)/गृह/प्रेस्टिजपॅनोरमा/क.१७/सन १२ of Deputy Registrar of Co-operative Societies, Pune City (4), Pune. dtd. 04/07/2012.

ANDWHEREAS the promoters i.e. Mr. Suresh Indulal Shah and M/s. Prathamesh Constructions through its partners 1) Mr. Jagadish Prabhakar Deshpande 2) Mr. Shirish Gangadhar Riswadkar have executed a supplementary Joint Venture Agreement on 14/02/2017 to extend the period of earlier Joint venture agreement dtd. 17/01/2005 on new terms and conditions basis.

ANDWHEREAS the balance land acquired for development by the JV having area admeasuring 3100 sq. mtr. with sanctioned FSI of 9972.03 sq.mtrs. as per the latest sanctioned plan dt. 20/02/2017 vide letter no. BHA/C.C. No. 973/16-17 of ‘D’ wing Prestige Gold (i.e. property described in schedule I (B) written hereinunder) is subject matter of this agreement.

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

AND WHEREAS the Developers are in actual possession of the said land

AND WHEREAS the Developers have has proposed to construct on the said land 1 (one) building having P+P+P+14 floors totally consuming 9972.03 FSI as per the sanctioned plan dtd. 20/02/2017;

AND WHEREAS the Allottee is offered an Apartment bearing number _____ on the _____ floor, (hereinafter referred to as the said “Apartment”) in the ‘D’ wing Prestige Gold (herein after referred to as the said “Building”) being constructed in the said project, by the Promoter;

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

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

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoters alone have the sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the said land and to enter into Agreement/s with the allottee(s)/s of the Apartments and to receive the sale price in respect thereof;

AND WHEREAS the Allottee demanded from the Promoter and the Promoter has given inspection to the Allottee of all the documents of title relating to the said land and the plans, designs and specifications prepared by the Promoter's Architect Jagadish P. Deshpande 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 made thereunder;

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

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

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

AND WHEREAS the copies of the building plans and specifications of the Apartment agreed to be purchased by the Allottee, as proposed by the Promoter have been annexed hereto and marked Annexure D-1, and as approved by the concerned local authority have been annexed hereto and marked Annexure D-2;

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

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said land and the said building and upon due observance and performance of which only the completion or occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly to commence/commenced construction of the said buildings in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. onfloor in wing 'D' Prestige Gold being constructed in the said Project,

AND WHEREAS the carpet area of the said Apartment is _____ square meter (_____ square feet), and as per RERA 2016 the "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS relying upon the said application, declaration and Agreement, the Promoter agreed to sell to the said Allottee, said Apartment at the price and on the terms and condition hereinafter appearing;

AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale price of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Earnest Money Deposit, or Holding Amount or Application Fee (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 the sale price in the manner hereinafter appearing.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no. ;

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

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

1. The Promoter shall construct the said building consisting of 3 parking floors and 14 upper residential floors on the said 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 to 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 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 one Apartment No. of the type of carpet area admeasuring sq. metres on floor in the wing 'D' Prestige Gold along with (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C 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/limited 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 limited 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 Open / Covered Car parking spaces bearing Nos ____ situated at _____ Basement and/or stilt and /or ____podium and/or open parking space, being constructed in the layout for the consideration of Rs. _____/-.

1(b) The total aggregate consideration amount for the apartment including restricted use of covered/car parking spaces is thus Rs._____-/-

1(c)

1	0.00	i.e. 10% of the total consideration as Earnest money Deposit of appilcation fee to be paid to the Promoter <u>on or before execution of this Agreement.</u>
2	0.00	i.e. 20% of the total consideration to be paid to the Promoter on the <u>execution of Agreement.</u>
3	0.00	i.e. 15% of the total consideration to be paid to the Promoter on <u>completion of the Plinth</u> of the building in which the said Apartment is located.
4(a)	0.00	i.e. 5.50% of the total consideration to be paid to the Promoter on <u>completion of 6th Slab</u> in which the said Apartment is located.
4(b)	0.00	i.e. 5.50% of the total consideration to be paid to the Promoter on <u>completion of 9th Slab</u> in which the said Apartment is located.
4(c)	0.00	i.e. 5.50% of the total consideration to be paid to the Promoter on <u>completion of 12th Slab</u> in which the said Apartment is located.
4(d)	0.00	i.e. 5.50% of the total consideration to be paid to the Promoter on <u>completion of 15th Slab</u> in which the said Apartment is located.
4(e)	0.00	i.e. 3% of the total consideration to be paid to the Promoter on <u>completion of 17th Slab</u> in which the said Apartment is located.
5(a)	0.00	i.e. 1% of total consideration to be paid to the Promoter on <u>completion of Walls, Internal Plaster, Floorings, Doors & Windows upto 3rd floor</u> in which the said Apartment is located.
5(b)	0.00	i.e. 1% of total consideration to be paid to the Promoter on <u>completion of Walls, Internal Plaster, Floorings, Doors & Windows upto 6th floor</u> in which the said Apartment is located.

5(c)	0.00	i.e. 1% of total consideration to be paid to the Promoter on <u>completion of Walls, Internal Plaster, Floorings, Doors & Windows upto 9th floor</u> in which the said Apartment is located.
5(d)	0.00	i.e. 1% of total consideration to be paid to the Promoter on <u>completion of Walls, Internal Plaster, Floorings, Doors & Windows upto 12th floor</u> in which the said Apartment is located.
5(e)	0.00	i.e. 1% of total consideration to be paid to the Promoter on <u>completion of Walls, Internal Plaster, Floorings, Doors & Windows upto 14th floor</u> in which the said Apartment is located.
6(a)	0.00	i.e. 1% of total consideration to be paid to the Promoter on <u>completion of Sanitary fittings, Staircases, Lift wells, Lobbies upto 3rd floor</u> in which the said Apartment is located.
6(b)	0.00	i.e. 1% of total consideration to be paid to the Promoter on <u>completion of Sanitary fittings, Staircases, Lift wells, Lobbies upto 6th floor</u> in which the said Apartment is located.
6(c)	0.00	i.e. 1% of total consideration to be paid to the Promoter on <u>completion of Sanitary fittings, Staircases, Lift wells, Lobbies upto 9th floor</u> in which the said Apartment is located.
6(d)	0.00	i.e. 1% of total consideration to be paid to the Promoter on <u>completion of Sanitary fittings, Staircases, Lift wells, Lobbies upto 12th floor</u> in which the said Apartment is located.
6(e)	0.00	i.e. 1% of total consideration to be paid to the Promoter on <u>completion of Sanitary fittings, Staircases, Lift wells, Lobbies upto 14th floor</u> in which the said Apartment is located.
7(a)	0.00	i.e. 1% of total consideration to be paid to the Promoter on <u>completion of External Plumbing & External Plaster, Elevation, Terraces with Waterproofing upto 3rd floor</u> in which the said Apartment is located.
7(b)	0.00	i.e. 1% of total consideration to be paid to the Promoter on <u>completion of External Plumbing & External Plaster, Elevation, Terraces with Waterproofing upto 6th floor</u> in which the said Apartment is located.
7(c)	0.00	i.e. 1% of total consideration to be paid to the Promoter on <u>completion of External Plumbing & External Plaster, Elevation, Terraces with Waterproofing upto 9th floor</u> in which the said Apartment is located.
7(d)	0.00	i.e. 1% of total consideration to be paid to the Promoter on <u>completion of External Plumbing & External Plaster, Elevation, Terraces with Waterproofing upto 12th floor</u> in which the said Apartment is located.
7(e)	0.00	i.e. 1% of total consideration to be paid to the Promoter on <u>completion of External Plumbing & External Plaster, Elevation, Terraces with Waterproofing upto 14th floor</u> in which the said Apartment is located.
8(a)	0.00	i.e. 5% of total consideration to be paid to the Promoter on <u>completion of Lifts, Water Pumps, Electrical Fittings, Electro, Mechanical & Environment requirements as may be prescribed in the Agreement of sale</u> of the building in which the said Apartment is situated.

8(b)	0.00	i.e. 5% of total consideration to be paid to the Promoter on <u>completion of Entrance Lobby/s, Plinth Protection, Paving of Areas appertain and all other requirements as may be prescribed in the Agreement of sale</u> of the building in which the said Apartment is situated.
9	0.00	i.e. 5% of total consideraiont to be paid to the Promoter <u>at the time of handing over of the Possession of the Apartment to the Allottee on or after receipt of Occupation Certificate or Completion Certificate.</u>
		Total- 100%

- 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, GST and Cess or all other 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/Flat].
- 1(e) The Total Price is escalation-free, save and except more than 20% escalations/increases in raw material so also 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 = 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(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. 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 meter as agreed in Clause 1.2 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.
- 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 occupation and/or completion certificates in respect of the Apartment.
- 2.2 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 [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 installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said land is 13709.74 square meters only as per the sanctioned plan dt. 20/02/2017 vide letter no. BHA/C.C.No. 973/16-17 and Promoter has planned to utilize Floor Space Index of 9972.03 square meters by availing of 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 9972.03 square meters as proposed to be utilized by him on the said 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 balance FSI and declared proposed FSI shall belong to Promoter only.

4. The Promoter hereby agrees that he shall, before handing over possession of the Apartment to the Allottees and in any event before execution of a conveyance/assignment of lease of the said structure of the said Building or wing in favour of a corporate body to be formed by the allottee(s)/allottees of Apartments/shops/garages in the building/wing to be constructed on the said land (hereinafter referred to as " the Society"/ " the Limited Company") make full and true disclosure of the nature of his title to the said structure of the said Building/wing as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said structure of the said Building/wing, and shall, as far as practicable, ensure that the said structure of the said building/wing is free from all encumbrances and that the Vendor/Lessor/Original Owner/ the Promoter has/have absolute, clear and marketable title to the said structure of the said building or wing, so as to enable him to convey/lease the said structure to the said Society/Limited Company with absolute, clear and marketable title on the execution of a conveyance/assignment of lease of the said structure of the said building/wing by the Promoter in favour of the said Society/Limited Company, within two months of obtaining occupation certificate /completion certificate in respect of the said building or wing or on receipt of minimum of 60% of the total allottees in such a building or wing have taken possession and the Promoter has received the full consideration of such allottees whichever is earlier.
5. The Promoter hereby agrees that he shall, before handing over possession of the said Land to the Apex Body formed of all the Society or Limited company as its members, and in any event before execution of a conveyance/assignment of lease of the said Land in favour of a Apex

Body to be formed by the society or Limited company formed for each of the building/wing to be constructed on the said land (hereinafter referred to as " the Apex Body" or "Federation" or "Holding Company") make full and true disclosure of the nature of his title to the said Land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Land, and shall, as far as practicable, ensure that the said Land is free from all encumbrances and that the Vendor/Lessor/Original Owner/ the Promoter has/have absolute, clear and marketable title to the said Land, so as to enable him to convey/lease the said Land to the said Apex Body/Federation/Holding Company with absolute, clear and marketable title on the execution of a conveyance/assignment of lease of the said Land by the Promoter in favour of the said Apex Body/Federation/Holding Company, within two months of registering the society or company of the Apartment Allottee(s) of the last of the building or wing constructed on the said Land.

- 6.1 The Allottee agrees to pay to the Promoter interest at the PLR rate of scheduled bank + 2% percent per annum on all the amounts 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.
- 6.2 without prejudice to right of promoter to charge the interest in terms of sub clause (i) 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 breach of any of the terms and conditions herein contained, the Promoter shall be entitled at his own option, to terminate this Agreement:
- 6.3 **Provided** that, Promoter shall give notice of seven days in writing to the Allottee by email at the email 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 rectifies 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 and upon termination of this Agreement the Promoter, shall be at liberty to dispose of and sell the Apartment to such person and at such price as the Promoter may in his absolute discretion think fit.

- 6.4 **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 six months of the termination, the installments of sale price of the Apartment which may till then have been paid by the Allottee to the Promoter but the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded.
7. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particulars like brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment are those that are set out in Annexure 'E' annexed hereto.
8. The Promoter shall give possession of the Apartment to the Allottee on or before 31st day of December 2019. 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 6 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid,
9. **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) non-availability of steel, other building material, water or electric supply ;
 - (ii) war, civil commotion or act of God ;
 - (iii) any notice, order, rule, notification of the Government and/or other public or competent authority.
- 10.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing

the possession of the [Apartment/Flat], to the 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.

10.2 The Allottee shall take possession of the Apartment within 15 days of the Promoters giving written notice to the Allottee intimating that the said Apartments are ready for use and occupation:

10.3 **Failure of Allottee to take Possession of [Apartment/Flat]:** Upon receiving a written intimation from the Promoter as per clause 10.1, 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 **10.1** such Allottee shall continue to be liable to pay maintenance charges as applicable.

10.4 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 defect in the Apartment or the building in which the Apartment are situated or the material used therein, 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 Allottee(s) compensation for such defect or change. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under section 72 of the Real Estate (Regulation and Development) Act 2016.

11. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking the Allottee's owned vehicle.
12. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or 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.
- 13.1 The Promoter shall, within three months of registration of the Society 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.
- 13.2 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 said land on which the building with multiple wings or buildings are constructed.
- 13.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment) of outgoings in respect of the said 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 said 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. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the Promoter to terminate this agreement in accordance with the terms and conditions contained herein.

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

16. 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.

17. 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 said 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.

18.1 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

- i. The Promoter hereby represents and warrants to the Allottee as follows:
The Promoter has clear and marketable title with respect to the said Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said 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 said 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 said 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, said 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, said 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, said 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 said 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 confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said Land and/or the Project except those disclosed in the title report.
- 18.2 The Allottee/s or himself/themselves with intention to bring all persons into whosoever is 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. 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.

- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said 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 said land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes. Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of

change of user of the Apartment by the Allottee to any purposes other than for purpose for which it is sold.

- ix. 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 and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assign or part with the interest etc.
- x. 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 occupation and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the said 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 said Land or any part thereof to view and examine the state and condition thereof.

19. 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 a Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
20. 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 said Land is transferred to the Apex Body /Federation as hereinbefore mentioned.
21. **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].
22. **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 7(Seven) 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.

23. ENTIRE AGREEMENT

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

24. RIGHT TO AMEND

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

25. 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 [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

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 [Apartment/Plot] 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 maybe 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.

30. 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.

31. 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. or

notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee
(Allottee Address)
Notified Email ID: _____
M/s Promoter name
(Promoter Address)
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.

32. **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.

33. **GOVERNING LAW**

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

First Schedule
(Description of Land)

- A) All that piece and parcel of a land area admeasuring 1 H 28 Aar (12800 sq.mtr.) from S. No. 36/1/1 (Part) and area admeasuring 1 H 25 Aar from S. No. 37/3B/2 totally admeasuring 2 H 53 Aar (i.e. 25300 sq.mtr.) in Prestige Panorama Co-operative Housing Society Ltd, situated in village Mundhawa, within registration District Pune, Sub-Registration District Taluka Haveli, and beyond the limits of Pune Municipal Corporation Pune and the same is bounded as follows:-

- On or towards East - By S. No. 36/2 (part)
- On or towards South - By Manjri – Mundhawa Road.
- On or towards West - By S. No. 37/3 (part)
- On or towards North - By S.No. 36/1 (part)

B) (Description of Land and F.S.I of ‘D’ wing)

Piece of the land area admeasuring about 3100 sq. mtr. out of total area admeasuring 2 H 53 Aar (25300 sq.mtr.) in S. No. 36/1/1 (Part) and S.No. 37/3B/2 with sanctioned F.S.I. of 9972.03 sq.mtrs. of wing ‘D’ of Prestige Gold Co-operative Housing Society Ltd., lying and situated in village Mundhawa, within registration District Pune, Sub-Registration District Taluka Haveli, and bounded as follows-

- On or towards East - By S.No. 36/2 (part).
- On or towards South - By 12 Mtr. wide Road & Wing C1A of Prestige Panorama
- On or towards West - By Wing C2 of Prestige Panorama.
- On or towards North - By S. No. 36/1(Part)

Second Schedule

Above Referred to Here set out the nature, extent and description of common areas and facilities/limited common areas and facilities as referred in sub-section (2) (a) of section 9.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at *(city/town name)* in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1)

(2)

At on in the presence of WITNESSES:

1. Name

Signature _____

2. Name

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1)

(Authorized Signatory) WITNESSES:

Name

Signature _____

Name

Signature _____

Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

SCHEDULE 'A' –

Apartment No. _____, admeasuring about _____sq.mtr.(carpet) / _____
____sq. ft. (carpet), situated on the _____floor, of the Wing 'D'
'PRESTIGE GOLD' standing in the property described in the Schedule I
(B) above, situated in village Keshavnagar (Mundhwa) within registration
District Pune, Sub-Registration District Taluka Haveli, and beyond the
limits of Pune Municipal Corporation Pune and the same is bounded as
follows:-

On or towards East - By

On or towards South - By

On or towards West - By

On or towards North - By

SCHEDULE 'B' –

FLOOR PLAN OF THE APARTMENT

ANNEXURE –A

Name of the Attorney at Law/Advocate,

Address :

Date :

No.

RE. :

Title Report

Details of the Title Report

The Schedule Above Referred to

(Description of property)

Place:

Datedday of 20.....

(Signed)

Signature of Attorney-at-Law/Advocate

ANNEXURE –B

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

ANNEXURE –C

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

ANNEXURE- D

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

ANNEXURE – E

(Specification and amenities for the Apartment),

Received of and from the Allottee above named the sum of Rupees on execution of this agreement towards Earnest Money Deposit or application fee

I say received.

The Promoter/s.