

Date: _____

PROVISIONAL ALLOTMENT LETTER

Name : _____

Address : _____

PAN : _____

Sub: Provisional Allotment of Flat No _____ admeasuring _____ sq.ft.
Carpet approximately equivalent to _____ sq.mtr.on _____ floor in _____
Wing in the Project Known as "Sai Saroj" Situated at S.N.180(p) & 154(p),
At post- Ravet, Tal-Haveli, Pune-412101.

Area : _____

Flat No : _____

Total Value: _____

Dear Sir,

1. With reference to your provisional allotment of the said Flat and upon you Handing over to us a cheque of Rs. _____ vide cheque No _____ dated _____, drawn on _____ bank towards the initial deposit, we acknowledge the receipt of the same.
2. It is agreed and understood that the allotment of the flat is only provisional.
3. You have also agreed and confirmed that you shall execute a written agreement for sale in respect of the said flat, subject to making payment of ten percent of the total value of the said flat (Plus applicable VAT, Service Tax, Stamp Duty,Registration,LBT,GST or any other Govt Levy as may be levied from time to time)



020-64100001



www.vvnpl.com



vighnaharta.in@gmail.com

BLUEBERRY BIZ, ABOVE AXIS BANK LTD,
NEAR D Y PATIL COLLEGE,
RAVET, PUNE - 412101

4. You are aware that we are entitled to develop and construct Residential / Commercial Complex as per the prevailing D C Regulation of **Pimpri Chinchwad Municipal Corporation (PCMC)** called "Sai Saroj" situated at **S.N.180(p) & 154(p), At post- Ravet, Tal-Haveli, Pune-412101.**
5. We also explained to you the phase wise development of the said property as and when permission would be available to us. We have also explained to you that the layout of the said property is subject to amendment and changes at our sole discretion and subject to final approval from concerned authorities with due respect to Real Estate Regulation Act,2016.
6. The Total Consideration for the flat including covered parking space is _____. You hereby confirms the following schedule of the payment and will make the payment accordingly in time. Time being essence of payment, In case of any failure on your part to make payment as per the schedule given here in below we have a right to charge interest @ **SBI MCLR plus 2%** per annum on the due amount, till the date of actual payment from due date of payment together with interest thereon.
- i. Amount of Rs/-(.....) (not exceeding 10% of the total consideration) to be paid to the Promoter on or before the execution of Agreement
 - ii. Amount of Rs/-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
 - iii. 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 Flat/Apartment is located.
 - iv. Amount of Rs/-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter in the following manner –
 - (a) 1st to 3rd Slab---3% per slab
 - (b) 4 to 11th Slab---2% per Slab
 - v. 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 Flat/Apartment.
 - vi. 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 Flat/Apartment.

- vii. 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 Flat/Apartment is located..
- viii. 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 Flat/Apartment is located.
- ix. Balance Amount of Rs/-(.....) against and at the time of handing over of the possession of the Flat/Apartment to the Purchasers/ Allottee on or after receipt of occupancy certificate or completion certificate.

• **Note-1:**

The Total above excludes Cost mentioned in clause no.9 & 10 below And 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 and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat/Apartment.

• **Note-2:**

Without prejudice to the right of promoter to charge interest in terms of sub clause 6 above, on the Purchasers/ Allottee committing default in payment on due date of any amount due and Payable by the Purchasers/ Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchasers/ Allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

7. You have inspected the Approved plans and the Title documents of the Land; however we are entitled to modify the plans as required by PCMC subject to fulfilment of Real Estate Regulation Act,2016.



8. You also confirm that until the time of the agreement is executed, you shall not have any right, title interest in respect of the said flat and amount paid shall remain with us as non-interest bearing deposit.
9. You hereby also agree and confirm that Sum of Rs _____ is payable over and above the cost of the flat, towards maintenance charges for 24 months which shall be paid by you at the time of possession plus service tax applicable at the time of possession, the maintenance will be applicable from the date of O/C certificate or possession for furniture work whichever is earlier.
10. You have agreed and confirmed that Sum of Rs. _____ is payable by you over and above the cost of the said Flat towards Society Formation, Water, Electricity & legal fees etc. which shall be paid as and when demand is made by us on that behalf and the said amount is non – refundable.
11. The transaction covered by this agreement is understood to be a sale liable under the Value-Added Tax (VAT) and Service Tax as per the existing regulations. The VAT and Service Tax or any other tax that is liable to be paid or may become liable to be paid in future under any statute Central to State shall be payable by the purchasers.
12. Extra Work will be allowed only with the prior approval of Management at extra cost as may be fixed from management from time to time. Kindly Note that Alteration of the Windows, Grills, External Elevation, and façade is strictly not allowed.
13. You are requested to sign in confirmation of accepting the terms as mentioned hereinabove by subscribing your signature on this letter and copy of this letter.
14. The carpet area shall include the door jams and RCC columns offset, however the actual carpet area on site shall differ coz of skirting, POP, Tiling, Plaster and you shall not object to such difference or be entitled to any remuneration for such difference in carpet area.

Thanking you,

For M/S. Vignaharta Developers



Authorized Signatory

I/we agree & confirm the same

(Name of The Customer)



AGREEMENT FOR SALE

This agreement for Sale is executed here at Pune on this -----st day of month --
----- of the year 2017

BETWEEN

M/S. VIGHNAHARTA DEVELOPERS,

PAN: AAHFV7630A

Registered Partnership Firm,

Through its partner

1) MR. DINESH RAMCHANDRA RAUT,

Age: 41 Years, Occupation: Business

Having address at: Mamurdi ,

Dehuroad, Pune - 412101.

PAN: AEQPR4214R

2) MR. VIJENDRA NANDKUMAR RAUT,

Age: 29Years, Occupation: Business

Having address at: Mamurdi ,

Dehuroad, Pune - 412101.

PAN: AKYPR3205N

3) MR. SANDEEP MANOHAR RAUT,

Age: 42 Years, Occupation: Business

Having address at: Mamurdi ,

Dehuroad, Pune - 412101.

PAN: AOUPR9057C

Hereinafter called as the **DEVELOPERS/ PROMOTERS** (Which expression shall, unless repugnant to the context or meaning thereof, mean and include their respective partners, heirs, successors, survivors, executors, administrators and assigns, etc.) ...PARTY OF THE FIRST PART.

AND

1) Mrs. -----,

Age: ----- Years, Occ: Housewife,

PAN NO. – -----,

2) Mr. -----,

Age: ----- Years, Occ: Service,

PAN NO. – -----,

Both R/ at: -----,

-----,

-----.

Hereinafter called as the “**PURCHASER/S, PURCHASERS/ ALLOTTEE**”, (Which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her/their respective heirs, successors, survivors, executors, administrators and assigns, etc.) ...**PARTY** OF THE SECOND PART.

AND

1A) Shree. VISHNU BABURAV BHONDAVE,

Age: about 71 Years, Occupation: Agriculture;

1B) Sou. LAXMIBAI VISHNU BHONDAVE,

Age: about 66 Years, Occupation: Housewife;

2A) Shree. MAHADEV VISHNU BHONDAVE,

Age: about 43 Years, Occupation: Agriculture;

2B) Shree. GEETA MAHADEV BHONDAVE,

Age: about 37 Years, Occupation: Housewife;

2C) SONALI MAHADEV BHONDAVE,

Age: about 15 Years, Occupation: Education ;

2D) ABHISHEK MAHADEV BHONDAVE,

Age: about 13 Years, Occupation: Education

No. 2C) & 2D) Through their Guardian Father

Shree. MAHADEV VISHNU BHONDAVE

3A) Shree. SAHADEV VISHNU BHONDAVE,

Age: about 39 Years, Occupation: Agriculture;

3B) Sou. DURGA SAHADEV BHONDAVE,

Age: about 31 Years, Occupation: Housewife;

3C) YDENESH SAHADEV BHONDAVE,

Age: about 12 Years, Occupation: Education ;

3D) SHRUSHTI SAHADEV BHONDAVE,

Age: about 10 Years, Occupation: Education

No. 3C) & 3D) Through their Guardian Father

Shree. SAHADEV VISHNU BHONDAVE

All R/ at: Ravet, Shindevasti, Tal- Haveli, Dist- Pune.

4) Sou. ASHA ARUN MEDANKAR,

Age: about 46 Years, Occupation: Housewife;

R/ at: Medankarwadi, Chakan , Tal- Khed , Dist- Pune.

5) USHA ASHOK GHULE,

Age: about 37 Years, Occupation: Housewife;

R/ at: Bhopkhel, Ganeshnagar,

Tal- Haveli , Dist- Pune.

All Through Power of Attorney Holder

M/S. VIGHNAHARTA DEVELOPERS,

Through its partner

MR. SANDEEP MANOHAR RAUT,

Age: 42 Years, Occupation: Business

Having address at: Mamurdi ,

Dehuroad, Pune - 412101.

PAN: AOUPR9057C

Hereinafter called as the “**OWNERS/CONSENTING PARTY**” (Which expression shall, unless repugnant to the context or meaning thereof, means and includes his respective heirs, successors, survivors, executors, administrators and assigns, etc.) ...**PARTY OF THIRD PART.**

WHEREAS the present Consenting Party is the owner, well seized and possessed of or otherwise and sufficiently entitled to all that piece and parcel of land admeasuring area about 00 Hector 29.5Ares, from and out of Survey No.154/1 & CTS No.83 Part, CTS No.84 Part, admeasuring area 00 Hector 51Ares + Potkharaba 00 Hector 09Ares totally admeasuring about 00 Hector 60Ares assessed at 03 Rs. 50 Paise And land admeasuring area about 00 Hector 16Ares, from and out of Survey No.180/1A & CTS No.90 Part, admeasuring area 00 Hector 43Ares + Potkharaba 00 Hector 10Ares totally admeasuring about 00 Hector 53Ares assessed at 03Rs. 12Paise situated at

Village- Ravet, Tal- Haveli, Dist- Pune and within the limits of Pimpri Chinchwad Municipal Corporation and with the jurisdiction of the Registration District of Pune and Sub-District of Sub-Registrar at Haveli, Pune more particularly described in the schedule I written herein under and hereinafter referred to as the said Land.

AND WHEREAS the Said Consenting Party/Owner entered into Development Agreement and Power of Attorney dated 31/10/2013 and the same got registered on 08/11/2013 at serial No. 9076/2013 and 9077/2013 respectively in the office of Sub Registrar at Haveli No.17, Pune for the development of the Said Property with the Developer/Builder/as per the terms and conditions mentioned therein.

AND WHEREAS The land bearing Survey No. 154 Hissa No. 1 and Survey No. 180 Hissa No. 1A is originally owned by Baburav Genu Bhondave. That after death of Baburav Genu Bhondave his legal heirs son namely 1)Sadanad 2) Bajirao 3) Vishnu Baburao Bhondave, Daughters 1) Dropada Kondiba Kalje 2) Kamal Janardan Bahirat and widow Smt. Parvatibai Baburao Bhondave names are enter on said Property. Thereafter Dropada Kondiba Kalje and Kamal Janardan Bahirat released their entire share from the S.No.154/1 and 180/1A in favour of 1)Sadanad 2) Bajirao 3) Vishnu Baburao Bhondave, as per Released Deed dated 15/5/2007 .The said Released Deed is registered in the office of Sub Registrar at Haveli No. 5, Pune on the Serial No. 4090/2007.

AND WHEREAS Thereafter 1)Sadanad 2) Bajirao 3) Vishnu Baburao Bhondave, effected partition of the joint and ancestral properties by virtue of Partition Deed dated 17/8/2013 The said partition Deed is registered in the office of Sub Registrar at Haveli No. 14, Pune at Serial No. 6172/2013. As per Partition Deed Mr. Vishnu Baburao Bhondave is owner of land admeasuring area about 00 Hecter 29.5Ares, from and out of Survey No.154/1 totally admeasuring about 00 Hecter 60Ares And land admeasuring area about 00 Hecter 16Ares, from and out of Survey No.180/1A totally admeasuring about 00 Hecter 53Ares.

AND WHEREAS Mr. Vishnu Baburao Bhondave the owner of the Said Property and his family members has decided to develop the said property and hence entered into Development Agreement and Power of Attorney with M/S. Vighnaharta Developers. They have willfully appointed their legal attorney to M/S. Vighnaharta Developers through its partner Mr. Sandeep Manohar Raut to do all related acts, deeds and things in relation with the Said Property.

AND WHEREAS The Consenting party has executed the Development Agreement and Power of Attorney in favour of M/S. Vighnaharta Developers with respect to the area admeasuring 00 Hectare 29.5 Ares landed property bearing Survey No. 154/1 and the area admeasuring 00 Hectare 16 Ares landed property bearing Survey No. 180/1A of the Village Ravet, Tal. Haveli, District Pune and the same got registered in the office of Sub Registrar Haveli No. 17, Pune on Serial No. 9076/2013 and 9077/2013 respectively on 8th November 2013. In both agreements some typical mistakes are inserted Hence, to correct the said error the parties have mutually execute Correction Deed dt. 30/11/2013 The said Correction Deed is registered in the office of Sub Registrar Haveli No. 17 at Sr. No. 9536/2013.

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

AND WHEREAS the Promoter is in possession of the project land

AND WHEREAS the Promoter has proposed to construct on the project land Two Buildings and first building having A and B wings Which is residential And in A wing there are stilt upper 12 floors and 1 Podiums. And in B wing there are stilt and upper 12 floors and 1 Podiums and Second Building is Commercial .

AND WHEREAS the Purchasers/ Allottee is offered an Flat/Apartment bearing number-----on _____ floor, (herein after referred to as the said "Flat/Apartment/flat") in the _____ wing of the Building called "Sai Saroj" (herein after referred to as the said "Building") being constructed in the said project, by the Promoter

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

AND WHEREAS the authenticated copies of Certificate of Title issued by the advocate of the Promoter, authenticated copies of Property card or 7/12 extract of Village Forms or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Flat/Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

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

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

AND WHEREAS the authenticated copies of the plans and specifications of the Flat/Apartment agreed to be purchased by the Purchasers/ Allottee, as sanctioned and approved by the Pimpri Chinchwad Municipal Corporation have been annexed and marked as Annexure D

AND WHEREAS the said developers/builders obtained N.A. permission from the Hon'ble Additional Collector, Pune vide his order dated 13/01/2015 bearing No. ieg/NA/SR/981/2014. For conversion of the use of the said land from agricultural to non-agricultural under the provisions of the Maharashtra Land Revenue Code, 1966.

AND WHEREAS The Pimpri Chinchwad Municipal Corporation has issued Commencement Certificate bearing No. BP/layout/Ravet/41/2014 dated 30/08/2014 along with the approved plans with respect to the New Residential buildings on the Said Property in favour of the said developers/builders. Thereafter the said developers/builders revised the said plan as per Commencement Certificate bearing No. BP/layout/Ravet 30/2015 dated - 11/05/2015. And thereafter the said developers/builders revised the said plan as per Commencement Certificate bearing No. B.P./Ravet/19/2016 dated - 11/02/2016

AND WHEREAS The Developers has availed project loan from The Cosmos co-operative Bank Ltd, Chinchwad Branch against security of land and building and therefore purchaser shall deposit the consideration amount by Cheque/cash directly in the current account in the name of " The Cosmos Co-operative Bank Ltd M/s. Vighnaharta Developers current account no 0061001017639.

AND WHEREAS the Promoter has got some of the approvals from the Pimpri Chinchwad Municipal Corporation to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy certificate of the said Building

AND WHEREAS while sanctioning the said plans Pimpri Chinchwad Municipal Corporation and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said

building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the Pimpri Chinchwad Municipal Corporation.

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

AND WHEREAS the Purchasers/ Allottee has applied to the Promoter for allotment of an Flat/Apartment No. onfloor in wing _____ situated in the building named as “Sai Saroj” being constructed in the the said Project,

AND WHEREAS the carpet area of the said Flat/Apartment is _____ square meters and “carpet area” means the net usable floor area of an Flat/Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Apartment for exclusive use of the Purchasers/ Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat/Apartment for exclusive use of the Purchasers/ Allottee, but includes the area covered by the internal partition walls of the Flat/Apartment.

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

AND WHEREAS, prior to the execution of these presents the Purchasers/ Allottee has paid to the Promoter a sum of Rs (Rupees.....) only, being part payment of the sale consideration of the Flat/Apartment agreed to be sold by the Promoter to the Purchasers/ Allottee as advance payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchasers/ Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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

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

Agreement under the Registration Act, 1908. And Section 3 of The Maharashtra Flat Ownership Act 1963.

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 Purchasers/ Allottees hereby agrees to purchase the Flat/Apartment NO. --- and the one covered parking.

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

1. The Promoter shall construct the said building/s consisting of basement and ground/ stilt, / podiums, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Purchasers/ Allottee in respect of variations or modifications which may adversely affect the Flat/Apartment of the Purchasers/ Allottee except any alteration or addition required by any Government authorities or due to change in law have been annexed hereto and marked as **Annexure -----**,

1.a (i) The Purchasers/ Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchasers/ Allottee Flat/Apartment No. of carpet area admeasuring sq. metres and attached Terrace area ---- sq. metres on ----- floor, ---- Wing in the Building named as “Sai Saroj” (hereinafter referred to as "the Flat/Apartment/Flat") as shown in the Floor plan thereof hereto annexed and marked **Annexures C-1 and C-2** for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Flat/Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(a) (ii) The Purchasers/ Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchasers/ Allottee one covered parking situated at stilt /Podium being constructed in the layout but at the time of delivery of possession of the said flat location of one car

parking is allotted/inform as per possession receipt, declaration etc, as might be required by the Promoter.

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

1(c) The Purchasers/ 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 and hereby agrees to pay to that Promoter the balance amount of Rs. _____ (Rupees _____in the following manner:-

- x. Amount of Rs _____/-(_____) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- xi. 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 Flat/Apartment is located.
- xii. Amount of Rs _____/-(_____) (not exceeding 70% of the total consideration) to be paid to the Promoter in the following manner –
 - *) 1st to 3rd Slab---3% per slab
 - **) 4 to 11th Slab---2% per Slab
- xiii. 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 Flat/Apartment.
- xiv. 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 Flat/Apartment.
- xv. 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 Flat/Apartment is located..
- xvi. 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 Flat/Apartment is located.

- xvii. Balance Amount of Rs/- (.....) against and at the time of handing over of the possession of the Flat/Apartment to the Purchasers/ Allottee on or after receipt of occupancy certificate or completion certificate.
- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat/Apartment.
- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local 13 Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchasers/ 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 Purchasers/ Allottee, which shall only be applicable on subsequent payments.
- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchasers/ Allottee by discounting such early payments @ 7.5 % per annum for the period by which the respective instalment 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 Purchasers/ Allottee by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Purchasers/ Allottee after the construction of the Building is complete and the occupancy certificate is granted by the Pimpri Chinchwad Municipal Corporation /competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchasers/ 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 Purchasers/ Allottee. If

there is any increase in the carpet area allotted to Purchasers/ Allottee, the Promoter shall demand additional amount from the Purchasers/ Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Purchasers/ 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 Purchasers/ 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 Flat/Apartment to the Purchasers/ Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/Apartment.

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

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Promoter has planned to utilize Floor Space Index _____ of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Purchasers/ Allottee has agreed to purchase the said Flat/Apartment

based on the proposed construction and sale of Flat/Apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared Proposed FSI shall belong to Promoter only.

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat/Apartments to the Purchasers/ Allottee, the Promoter agrees to pay to the Purchasers/ Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchasers/ Allottee, for every month of delay, till the handing over of the possession. The Purchasers/ Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchasers/ Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchasers/ Allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Purchasers/ Allottee committing default in payment on due date of any amount due and Payable by the Purchasers/ Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchasers/ Allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Purchasers/ Allottee, by Registered Post AD at the address provided by the Purchasers/ Allottee and mail at the e-mail address provided by the Purchasers/ 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 Purchasers/ Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchasers/ Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Flat/Apartment which may till then have been paid by the Purchasers/ Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like lifts with particular brand to be provided by the Promoter in the said building and the Flat/Apartment as are set out in Annexure 'F', annexed hereto.
6. The Promoter shall give possession of the Flat/Apartment to the Purchasers/ Allottee on 31 day of March 2019 . If the Promoter fails or neglects to give possession of the Flat/Apartment to the Purchasers/ 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 Purchasers/ Allottee the amounts already received by him in respect of the Flat/Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

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

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchasers/ Allottee as per the agreement shall offer in writing the possession of the Flat/Apartments to the Purchasers/ 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/Apartments to the Purchasers/ Allottee. The Promoter agrees and undertakes to indemnify the Purchasers/ Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchasers/ Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchasers/ Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Purchasers/ Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

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

7.3 Failure of Purchasers/ Allottee to take Possession of Flat/Apartments:

Upon receiving a written intimation from the Promoter as per clause 8.1, the Purchasers/ Allottee shall take possession of the Flat/Apartments 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/Apartments to the Purchasers/ Allottee. In case the Purchasers/ Allottee fails to take possession within the time provided in clause 8.1 such Purchasers/ Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Flat/Apartment to the Purchasers/ Allottee, the Purchasers/ Allottee brings to the notice of the Promoter any structural defect in the Flat/Apartment or the building in which the Flat/Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchasers/ Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Purchasers/ Allottee shall use the Flat/Apartment or any part thereof or permit the same to be used only for purpose of residence He/She shall use the parking space only for purpose of keeping or parking vehicle.

9. The Purchasers/ Allottee along with other Purchasers/ Allottees of Flat/Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws or 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 Purchasers/ Allottee, so as to enable the Promoter to register the common organisation of Purchasers/ Allottee. No objection shall be taken by the Purchasers/ Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Flat/Apartment is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

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

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

(i) Rs.15000/- for share money, application entrance fees, formation and registration of the Society or Limited Company/Federation/ Apex body

and proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body and legal fees of the Advocate.

(ii) Rs 3.50/- Per Sq.ft. on carpet area of the said flat for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body for Two years.

(v) Rs.5000/- For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs.10000/- for deposits of electrical receiving and Sub Station provided in Layout

11. At the time of registration of conveyance of the structure of the building or wing or the building, the Purchasers/ Allottee shall pay to the promoter, the Purchasers/ Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance 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 of the project land, the Purchasers/ Allottee shall pay to the Promoter, the Purchasers/ Allottees' share of stamp duty and registration charges payable, by the said Apex Body or federation on such conveyance 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.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. The Developers has availed project loan from The Cosmos co-operative Bank Ltd, Chinchwad Branch against security of land and building and therefore purchaser shall deposit the consideration amount by Cheque/cash directly in the current account in the name of “ The Cosmos Co-operative Bank Ltd M/s. Vighnaharta Developers current account no 0061001017639.

- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
 - v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, 13th Idingisving 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 Purchasers/ Allottee created herein, may prejudicially be affected;
 - vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat/Apartments which will, in, any manner, affect the rights of Purchasers/ Allottee under this Agreement;
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/Apartment the Purchasers/ Allottee in the manner contemplated in this Agreement;
 - xi. At the time of execution of the conveyance deed of the structure to the association of Purchasers/ Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession ut the common areas of the Structure to the Association of the Purchasers/ Allottees:
 - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
13. The Purchasers/ Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat/Apartment may come, hereby covenants with the Promoter as follows:-

- i. To maintain the Flat/Apartment at the Purchasers/ Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Flat/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 Flat/Apartment is situated and the Flat/Apartment itself or any part thereof without the consent of the local authorities, if required,
- ii. Not to store in the Flat/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 Flat/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 Flat/Apartment is situated, including entrances of the building in which the Flat/Apartment is situated and in case any damage is caused to the building in which the Flat/Apartment is situated or the Flat/Apartment on account of negligence or default of the Purchasers/ Allottee in this behalf, the Purchasers/ Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Flat/Apartment and maintain the Flat/Apartment in the same condition, state and order in which it was delivered by the Promoter to the Purchasers/ Allottee and shall not do or suffer to be done anything in or to the building in which the Flat/Apartment is situated or the Flat/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 Purchasers/ Allottee committing any act in contravention of the above provision, the Purchasers/ 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 Flat/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 Flat/Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Apartment is situated and shall keep the portion, sewers, drains and pipes in the Flat/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 Flat/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 Flat/Apartment without the

prior written permission of the Promoter and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/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 Flat/Apartment in the compound or any portion of the project land and the building in which the Flat/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 Flat/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 Flat/Apartment by the Purchasers/ Allottee for any purposes other than for purpose for which it is sold.
- ix. The Purchasers/ 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 Flat/Apartment until all the dues payable by the Purchasers/ Allottee to the Promoter under this Agreement are fully paid up.
- x. The Purchasers/ 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 Flat/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 Purchasers/ Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/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 Flat/Apartment is situated is executed in favour of Society/Limited Society, the Purchasers/ Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to

enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Flat/Apartment is situated is executed in favour of Apex Body or Federation, the Purchasers/ Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

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

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

16. 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/Apartments 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 Purchasers/ Allottee who has taken or agreed to take such [Flat/Apartment/plot].

17. BINDING EFFECT

Forwarding this Agreement to the Purchasers/ Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Purchasers/ Allottee until, firstly, the Purchasers/ 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 Purchasers/ Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when

intimated by the Promoter. If the Purchasers/ Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchasers/ 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 Purchasers/ Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchasers/ Allottee, application of the Purchasers/ Allottee shall be treated as cancelled and all sums deposited by the Purchasers/ Allottee in connection therewith including the booking amount shall be returned to the Purchasers/ Allottee without any interest or compensation whatsoever.

18. ENTIRE AGREEMENT

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

19. RIGHT TO AMEND -This Agreement may only be amended through written consent of the Parties.

20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASERS/ ALLOTTEE / SUBSEQUENT PURCHASERS/ 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 Purchasers/ Allottees of the [Flat/Apartment/Plot], in case of a transfer, as the said obligations go along with the [Flat/Apartment/Plot] for all intents and purposes.

21. 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.

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

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

23. 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.

24. 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 Purchasers/ Allottee, And the Agreement is duly executed by the Purchasers/ Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

25. The Purchasers/ 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.

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

_____ Name of Purchasers/ Allottee
_____ (Purchasers/ Allottee's Address)

Notified Email ID: _____

M/s _____ Promoter name

_____ (Promoter Address)

Notified Email ID: _____

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

27. JOINT PURCHASERS/ ALLOTTEES

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

28. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchasers/ Allottee.

29. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Appellant Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

30. GOVERNING LAW

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

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

SCHEDULE I

(Description of the Said Land)

A) All that piece and parcel of land admeasuring area about 00 Hector 29.5Ares, from and out of Survey No.154/1 and CTS No. 83 Part, 84 Part admeasuring area 00 Hector 51Ares + Potkharaba 00 Hector 09Ares totally admeasuring about 00 Hector 60Ares assessed at 03Rs. 50Paise situated at Village- Ravet, Tal- Haveli, Dist- Pune and within the limits of Pimpri Chinchwad Municipal Corporation and with the jurisdiction of the

Registration District of Pune and Sub-District of Sub-Registrar at Haveli, Pune and bounded as follows: -

On or towards the East : By Property of Shantram Bhondave ,
On or towards the South : By Property of Sakharam Bhondave ,
On or towards the West : By Road and Survey No-180/1 ,
On or towards the North : By Proposed 45 mtrs.Road ,

B) All that piece and parcel of land admeasuring area about 00 Hector 16 Ares, from and out of Survey No.180/1A and CTS No. 90 Part, admeasuring area 00 Hector 43Ares + Potkharaba 00 Hector 10Ares totally admeasuring about 00 Hector 53Ares assessed at 03Rs. 12Paise situated at Village- Ravet, Tal- Haveli, Dist- Pune and within the limits of Pimpri Chinchwad Municipal Corporation and with the jurisdiction of the Registration District of Pune and Sub-District of Sub-Registrar at Haveli, Pune and bounded as follows: -

On or towards the East : By S.No.154 (Part) and property of
Sakharam Bhondave.
On or towards the South : Reaming Property form same Survey number.
On or towards the West : By Road.
On or towards the North : By Survey No-154.

Together with all things and matters appurtenant there to and all rights in the said land.

SCHEDULE II

Second Schedule Above Referred to-----

Here set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Signed, Sealed & Delivered
By within named Developers/ Promoters
M/S. VIGHNAHARTA DEVELOPERS,
Through its Partners

1. Mr. Dinesh Ramchandra Raut,
Developers/ Promoters

2. Mr. Vijendra Nandkumar Raut,
Developers/ Promoters

3. Mr. Sandeep Manohar Raut,
Developers/ Promoters

Signed, Sealed & Delivered
By within named Purchaser/s,

1) -----,
Purchaser/s

2) -----,
Purchaser/s

Signed, Sealed & Delivered
By within named Owners/Consenting Party
Through POA
M/S. VIGHNAHARTA DEVELOPERS,
Through its Partner

Mr. Sandeep Manohar Raut,
Owners/Consenting Party

WITNESS:

- 1) Sign :
Name :

Add :

2) Sign :
Name :

Add :

