

Draft Allotment letter

Date :

To,

Mr. / Mrs.

Sub : Allotment of flat / shop in our project known as **ATLANTICA EAST**,
lying, being, situated at Mumdhwa, Pune.

Dear Sir/Madam,

With reference to your visit to our project and subsequent enquiry about purchase of flat and after satisfying yourself about our project and your interest to purchase the flat / shop and the negotiations that took place with you, as per your request for purchase of flat / shop, we are pleased to allot flat / shop no. _____ on _____ floor in _____ Wing / Building, for the consideration of Rs. _____ and on the following terms & conditions –

1. The carpet area (as per RERA Act) is _____ sq. mtrs. excluding the covered balconies / terraces, varandah, etc.
2. The covered / enclosed balconies / terraces, varandah area is _____ sq. mtrs.
3. The total consideration agreed of the flat/shop is as under
 - a. Carpet area - _____
 - b. Other areas - _____
 - c. Common areas and amenities - _____
4. You have paid an amount of Rs _____ by cheque no. _____ dt. _____
Drawn on _____ towards booking / advance.
5. You will have to pay additional amounts towards electricity, water supply, society formation, legal expenses, etc. as shown in the agreement and have to be paid as and when demanded.

6. The taxes like VAT, Service, GST or any other taxes levied by the Central / State Government during the construction and thereafter shall be paid by you at actual as and demanded by us.
7. The allotment, agreement, payment, interest, termination and all other incidental issues shall be governed by the Real Estate Regulation & Development Act. (hereinafter referred to as the Act).
8. The allottee shall execute and admit the agreement for sale as and when called upon by us.
9. The allottee shall make timely payment of installments of total consideration as will be enumerated in the agreement for sale.
10. If allottee makes any delay the promoter shall be entitled to interest as provided for in the Act.
11. If allottee fails to make payment of the total consideration, the promoter shall have right to interest or termination of agreement/allotment as provided in the Act.
12. The allotment rights are not transferrable. If the allottee fails to make further payment within stipulated time, the allotment shall be cancelled by giving 15 days notice to the allottee.
13. Please sign on the duplicate copy of this letter in token of your acceptance of the aforesaid conditions.

PROMOTER

**SHREE GAJANAN PRASANNA
AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE is executed at PUNE on this __ day of
_____, 2017.**

BETWEEN

M/S. GAUREE SPACE CREATOR

A Partnership Firm registered under-
The Indian Partnership Act,
Having its office at
Shop No. 9/10 Pooja Classic
Sambhaji Chowk, Akurdi Pradhikaran,
Pune – 411 044
PAN ACGFS 9501 E

Through its Authorized Partner-

MR. SHIVAJI DINKAR SHIUDKAR

Age 40 years, Occup – Business

(Hereinafter called & referred to as

“THE DEVELOPERS”

which expression shall unless it be repugnant
to the context or meaning thereof shall mean
& include its present and future partners
their respective legal heirs, executors,
administrators, etc.,)

.....OF THE FIRST PART

AND

1)

Age - Occup – Service / Business
PAN

1)

Age - Occup – Service / Business
PAN

R/at:

(Hereinafter called & referred to as

“THE ALLOTTEE/S / PURCHASER/S”

which expression shall unless it be repugnant
to the context or meaning thereof shall mean
& include himself/herself/themselves,

his/her/their heirs, executors,
administrators, etc.,)

.....OF THE SECOND PART

AND

- 1) SMT. CHANDRAKALA VILAS DERE**
Age 56 years, Occup : Housewife
- 2) MR. DHIRAJ VILAS DERE**
Age 28 years, Occup : Service
- 3) MRS. RUPALI DHIRAJ DERE**
Age 26 years, Occup : Housewife
- 4) MR. DILIP SARJERAO DERE**
Age 55 years, Occup : Farming
- 5) MRS. ALKA DILIP DERE**
Age 48 years, Occup : Housewife
- 6) MR. AKSHAY DILIP DERE**
Age 20 years, Occup : Education
- 7) MASTER. OM DILIP DERE**
Age 12 years, Occup : Education
Through his natural guardian
MR. DILIP SARJERAO DERE
Age 55 years, Occup : Farming
- 8) MR. RAMESH SARJERAO DERE**
Age 52 years, Occup : Farming
- 9) MRS. SEEMA RAMESH DERE**
Age 46 years, Occup : Housewife
- 10) MISS. VINITA RAMESH DERE**
Age 20 years, Occup : Education
- 11) MISS. AKSHATA RAMESH DERE**
Age 16 years, Occup : Education
Through his natural guardian
MR. RAMESH SARJERAO DERE
Age 52 years, Occup : Farming

All R/at Survey No. 8, Keshavnagar,
Mundhwa, Tal – Haveli, Dist - Pune

Through their power of attorney holder –

Age 40 years, Occup – Business

“THE OWNERS - CONSENTING PARTY” which expression

& include themselves, their heirs, executors, administrators, etc.,)

.....OF THE THIRD PART

MARKET VALUE RS. /-

STAMP DUTY PAID RS. /-

AND WHEREAS it is observed that as per the application of Mr. Deoram Dhondiba Lonkar, Mrs. Shantabai Deoram Lonkar and Smt. Sonubai Sarjerao Dere and as per Partition Deed dt. 1965, the land bearing Survey No. 8/2/1/2 was allotted to the share of Smt. Sonubai Sarjerao Dere and her name was recorded in the record of right, under mutation entry no. 3140.

AND WHEREAS it is observed that Smt. Sonubai Sarjerao Dere sold and transferred land admeasuring 0 H 18.5 R to and in favour of Mr. Preshups Jamshetji Contractor, Mrs. Kripa Preshups Contractor by a registered Sale-deed dt. 29.5.1991 and on the basis of the same, the names of purchasers were recorded in the record of rights and the land purchased by the purchasers were renumbered as Survey No. 8/2/1/2/1/1 and remaining land with Smt. Sonubai Sarjerao Dere was renumbered as Survey No. 8/2/1/2/1 and the same was given effect under mutation entry no. 4374.

AND WHEREAS Smt. Sonubai Sarjerao Dere and others applied to the Tahasildar for partition of their ancestral properties. Accordingly Hon'ble Tahasildar by his order bearing No. Vatap/3/92 dt. 12.8.1992, partitioned their properties and as per the said partition the said land bearing Survey No. 8/2/1/2/1 was divided equally between them and renumbered as under-

Owners	Survey Nos.	admeasuring
1) Smt. Chandrakala Vilas Dere	8/2/1/2/1/1	0 H 42.5 R

Master Dhiraj Vilas Dere

- | | | |
|-----------------------------|-------------|-------------|
| 2) Mr. Dilip Sarjerao Dere | 8/2/1/2/1/2 | 0 H 42 R |
| 3) Mr. Ramesh Sarjerao Dere | 8/2/1/2/1/3 | 0 H 36.72 R |

and their names were recorded in the record of rights under mutation entry no. 4518.

AND WHEREAS Chandrakala Vilas Dere had obtained loan from Mundhwa Vividh Karyakari Seva Sahakari Society against the security of Survey No. 8/2/1 (8/2/1/2/1/1/1) and repaid the same in full, which was given effect under mutation entry no. 4541, 7303, 10928.

AND WHEREAS due to computerization of land record the Survey numbers are renumbered as under-

Old Survey No.	New Survey No.
8/2/1/2/1/1/1	8/2/1
8/2/1/2/1/1/2	8/2/11
8/2/1/2/1/1/3	8/2/12

AND WHEREAS Mrs. Suman Rajaram Kadam released her share in Survey No. 8/2/1, 8/2/11, 8/2/12 to and in favour of Mr. Dilip Sarjerao Dere, Mr. Ramesh Sarjerao Dere, Smt. Chandrakala Vilas Dere, Mrs. Deepali Dilip Bhosale, Mrs. Monika Sachin Pawar and Mr. Dhiraj Sarjerao Dere by a registered Release-deed 27.2.2008, which was registered in the Office of Sub-Registrar Haveli No. 3 at sr. no. 1783/08 on the same day.

AND WHEREAS Mrs. Deepali Dilip Bhosale, Mrs. Monika Sachin Pawar released their shares in Survey No. 8/2/1 to and in favour of Smt. Chandrakala Vilas Dere, and Mr. Dhiraj Sarjerao Dere by a registered Release-deed 27.2.2008, which was registered in the Office of Sub-Registrar Haveli No. 3 at sr. no. 1782/08 on the same day.

AND WHEREAS Smt. Chandrakala Vilas Dere, Mr. Dhiraj Sarjerao Dere, Mrs. Rupali Dhiraj Dere, Mr. Dilip Sarjerao Dere, Mrs. Alka Dilip Dere, Mr. Akshay Dilip Dere, Master Om Dilip Dere through his natural guardian father Mr. Dilip Sarjerao Dere, Mr. Ramesh Sarjerao Dere, Mrs. Seema Ramesh Dere, Kumari Vinita Ramesh Dere, Kumari Akshata Ramesh Dere through her natural guardian father Mr. Ramesh Sarjerao Dere granted the development rights in respect of land admeasuring 0 H 42.5 R bearing Survey No. 8/2/1, 0 H 42 R bearing Survey No. 8/2/11 and land admeasuring 0 H 36.72 R bearing Survey No. 8/2/12 to and in favour of M/s. Gauri Space Creators, a registered Partnership firm through its Partners Mr. Shivaji Dinkar Shivudkar and Mr. Sandeep Gopal Patel by a Development Agreement dt. 31.12.2012, which was registered in the Office of

Sub-Registrar Haveli No. 5 at sr. no. 862/13 on 30.1.2013 and to enable them to implement ownership housing scheme the said owners also executed a Power of Attorney on the same day, which was registered at sr. no. 863/13.

AND WHEREAS the said land falls in residential zone.

AND WHEREAS the promoter herein got the building plan approved from Assistant Director of Town Planning Pune, Br. Pune vide A.D.T.P. Pune's letter No. NABP/Mouje Mundhawa / Tal Haveli / Survey No. 8/SSP/3824 dt. 27.06.2013. The said land is converted into non-agriculture use and building plan approved by A.D.T.P. is sanctioned vide NA Order bearing No. PRH/NA/SR/13/2013 dt. 13.09.2013 issued by Collector, Pune.

AND WHEREAS the promoter has acquired development rights of land admeasuring _____ sq. mtrs., and has availed paid premium admeasuring _____ sq. mtrs. and has loaded the same on this project and thus total FSI available for construction is _____ sq. mtrs.

AND WHEREAS the promoter has proposed to construct on the project land a scheme comprising of ownership flats (residential & commercial) in the name of **ATLANTICA EAST** (hereinafter referred to as the "**said project**") consisting of buildings/ floors / units as table herein below –

Sr. No.	WING/ BUILDING	Construction Type	Number of Floors	Total Number of Units	Stage of Construction
1.	A	Residential	Parking + 11	43	Completed Work
2.	B	Residential	Parking + 11	43	Completed Work
3.	C	Residential	Parking + 11	43	Under Construction
4.	D	Residential	Parking + 11	43	Under Construction
5.		Commercial	Ground + 3	15	Under Construction

Hereinafter referred to as “the said buildings” for the sake of brevity.

AND WHEREAS the promoter has entered into a Standard Agreement with an Architect Mr. Prashil Darwade, registered with the Council of Architects and the said agreement is as per the agreement prescribed by the Council of Architects;

AND WHEREAS the promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____ authenticated copy of is attached in **Annexure F**;

AND WHEREAS the promoter has appointed a structural Engineer Mr. Ravindra A. Karnavat for the preparation of the structural designs and drawings of the buildings and the promoter accepts the professional supervision of the architect and structural engineer till the completion of the said buildings;

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments/Units in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Mr. Prashil Darwade and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the Attorney at Law or Advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the 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 Apartment/Unit agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) 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 concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and

performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment/Unit No. onfloor in wing ____ being constructed in the _____ phase of the said Project,

AND WHEREAS the carpet area of the said Apartment/Unit is _____ square meters and "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, 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 the allottee is also aware that the promoter has entered or will enter into similar and / or different and / or separate agreements with several other intending allottees and / or allottees, persons and parties in respect of other units in the said building / project;

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 consideration of the Apartment/Unit agreed to be sold by the Promoter to the Allottee as advance payment 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 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 Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable)

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN AS UNDER:

1. CONSTRUCTION IN ACCORDANCE WITH THE SANCTIONED PLAN:-

The promoter shall construct the said building/s project in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the promoter shall have to obtain prior consent in writing of the allottee in respect of variations or modifications which may adversely affect the apartment of the allottee except any alteration or addition required by any Government Authorities or due to change in law. Further, while sanctioning the said plans concerned local authority and / or Government has laid down certain terms, conditions, stipulations 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 buildings shall be granted by the concerned local authority. The promoter shall obtain any further approvals as may be required under any law in force or any subsequent law affecting the development of the said project from the concerned authority, so also the promoter shall obtain Building Completion Certificate or Occupancy Certificate of the said building from the concerned authority after completion of the construction of the said building/s / said project.

SALE OF APARTMENT & CONSIDERATION THEREOF :

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

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

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos _____

situated at _____ Basement and/or stilt and /or _____podium being constructed in the layout for the consideration of Rs. _____/-.

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

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

i. Amount of Rs..... ../- (Rupees) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

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

iii. Amount of Rs...../- (.....) (not exceeding 70% (approx.. 5% on completion of each slab) of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

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

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

vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

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

The promoter developer herein informed to the purchaser/s that aforesaid payment has to be made by the purchaser/s by cheque/demand draft, issued / drawn in the name of _____ **A/C M/S. GAUREE SPARE CRATORS A/C No.** -----;

The allottee/s herein agree/s that the promoter may merge or consolidate two or more installments in its discretion by simultaneously executing the contemplated work in the said instalment. The consideration of the said apartment is also arrived on the assurance of the allottee/s to abide by the above payment schedule only and it will not be altered by the allottee/s. The allottee/s shall make all the payments to the promoter by demand draft or by local cheques only. If the allottee/s make the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the promoter and to the extent of the said amount is credited by deducting the commission of the bank. Payment of any installments if made in advance shall be adjusted to the instalments as mentioned herein above. No interest shall be paid by the promoter for such advance payments made by the allottee/s or housing finance companies/banks, etc.

TIME IS ESSENCE :

It is hereby agreed that the time for payment as specified above is the essence of this agreement and on failure of the allottee/s to pay the same on due dates, it shall be deemed that the allottee has committed breach of this agreement and the Promoter shall be entitled to take such action as they are entitled to take in case of breach/default of this agreement, including termination of this agreement.

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due date, the allottee shall be bound and liable to pay interest as specified under the Rules framed under the Act on all amounts which become due and payable by the allottee to the Promoter till the date of actual payment. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall be construed as condonation by Promoter on such delay. The amount of interest shall be calculated after completion of the said apartment and the allottee has agreed to pay the same before possession of the said apartment.

Provide the allottee has also agreed that on default if after the Promoter gives the notice and within the said time after giving of such notice if the default or breaches are not rectified by the allottee/s, the present agreement shall stand terminated and the Promoter shall be entitled to register the said Termination Deed in the office of concerned registering authority and for the same no any further consent of the allottee/s is required and the allottee/s under the present clause has confirmed and consented the said aspect, Provided further that upon termination of this agreement as aforesaid the Promoter shall refund to the allottee/s the

installment of the sale price of the apartment which may till then have been paid by the allottee/s to Promoter but the Promoter shall not be liable to pay to the allottee/s any interest on said amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Promoter the Promoter shall be at liberty to dispose of and sell the said apartment to such person and at such price as the Promoter may in his absolute discretion think fit and in no circumstances the allottee/s shall be entitled to raise any kind of objection or claim on the said transaction and amount shall be refunded only after the said apartment is sold by the Promoter to third person.

TAXES AND ITS PAYMENT :

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, GSt, LBT, 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 [Apartment/Plot]. It is agreed between the promoter and the allottee that all such taxes / duties / charges / fees shall be paid by the allottee separately as and when demanded by the promoter within 07 days of such demand being in writing.

It is agreed by and between the promoter and the allottee/s that in case of failure of the allottee/s to pay the Government dues as mentioned hereinabove, if the promoter is subjected to any penal interest by the concerned government authorities then the allottee shall be duty bound to reimburse the same to the promoter. Further, the allottee agrees to pay to the promoter, interest as specified in the Rules on the taxes and penalty, which become payable by the allottee to the promoter under the terms of this agreement from the date of the said amount is paid by the promoter to the concerned government authorities. It is agreed that the promoter shall have the right to claim such amount alongwith other claims of compensation / losses / burden/ undergone / undertaken by the promoter. It is further agreed that there shall always be a charge / lien on the said apartment in favour of the promoter against the amount payable by the allottee to the promoter towards service tax / VAT / GST and or any other tax, duty, charge, premium, levies, cess, surcharge, penalties, etc. relating to this transaction.

ESCALATIONS IN PRICE :

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect

along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

If at any time, after execution of this agreement, the Central Government / State Government / Local authority / Revenue Authority / any other authority / any court / Judicial authority / quasi judicial authority by way of any Statute / rule / regulation / notification / order / judgment / executive power etc. and put in force or shall be in force prospectively or retrospectively, in respect of the said flat or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter then reimbursed) by the Purchaser. The Purchaser hereby indemnifies the Promoter from all such levies, cost and consequences.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ % 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 Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation gap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

OBSERVANCE OF CONDITIONS IMPOSED BY LOCAL AUTHORITY :

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

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

FLOOR SPACE INDEX (FSI) :

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

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

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of 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 Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which

it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

DATE OF POSSESSION AND EXTENSION THEREOF :

6. The Promoter shall give possession of the Apartment to the Allottee on or before..31st day of December, 2023. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- i) Non-availability of steel, cement, 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 or any Decree / Order of any Court / tribunal / authority.
- iv) Any stay or injunction order from any Court.
- v) Pendency of any litigation;
- vi) Delay or default in payment of any installment or dues by the Flat Purchaser. (This is without prejudice to the right of the Promoter under Clause 8 above).

vii) Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.

viii) Any other circumstances beyond the control of the Promoter or force majeure.

ix) Changes in any rules, regulations, bye laws of various statutory bodies and authorities from time to time affecting the development and the project.

x) Delay in grant of any NOC/ permission/ license/ connection installment of any services such as elevators, electricity and water connections and meters to the scheme/ flat/ road etc. or completion certificate from any appropriate authority.

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

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

7.3 Failure of Allottee to take Possession of Apartment : Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

USE OF THE APARTMENT :

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence and the commercial shops / offices for carrying on any commercial activity or business. He shall use the garage or parking space only for purpose of keeping or parking vehicle. The allottee/s shall not enclose the parking area allotted to him.

FORMATION OF CO-OP. HOUSING SOCIETY / APARTMENT CONDOMINIUM AND CONVEYANCE THEREOF:

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

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

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

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the

Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. 1500/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

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

(i) Rs. 01,100.00 for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs.03,000.00 for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. 10,000.00 for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

(iv) Rs. 18,000.00 for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs. 20,000.00 for Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs. 50,000.00 for deposits of electrical receiving and Sub Station provided in Layout

The said amount shall not be treated as deposit and the promoter shall not be bound to give account of each head to the allottee.

11. The Allottee shall pay to the Promoter a sum of Rs.25,000.00 for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of

registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment 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 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 project land and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. 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 project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- 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.
- 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 occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually

towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received. However, the said amounts shall not be treated as deposits with the promoter and the promoter shall not be required to give details of expenses for the same.

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

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the

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

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

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

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

22. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in

proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

Name of Allottee

(Allottee's 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.

28. JOINT ALLOTTEES

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

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

30. DISPUTE RESOLUTION :- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, shall be referred to the jurisdiction of Real Estate Regulatory Authority at Pune /Competent Authority as provided under the Real Estate Act, 2016 / Maharashtra Ownership of Flats Act, 1963.

31. GOVERNING LAW

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

32. WAIVER :

Any delay tolerated or indulgence shown or omission on the part of the promoter in enforcing the terms of this agreement or any forbearance or giving of time to the allottee by the promoter shall not be constructed as the waiver on the part of the promoter of any breach or non-compliance of any of the terms & conditions, by the allottee nor shall the same in any manner prejudice the rights of the promoter.

SCHEDULE – I

ALL THAT PIECE AND PARCEL OF LAND

- i) Survey No. 8/2/1 admeasuring about 00 H 42.5 R
- ii) Survey No. 8/2/11 admeasuring about 00 H 42 R
- iii) Survey No. 8/2/12 admeasuring about 00 H 36.72 R

totally admeasuring about 01 H 21.22 R, lying and situated at Village Mundhawa, Tal - Haveli, Dist. Pune and within the limits of Zilha Parishad Pune, Taluka Panchayat Samiti Haveli Dist - Pune and Registration District, Sub-District Tal - Haveli and the said land is bounded as under :

On or towards East	-	Property of Mr. Phadnees
On or towards West	-	Property of Mr. Lunkad & Mr. Balasaheb Lonkar
On or towards South	-	Property of Mr. Ashok Eknath Gaikwad & Mr.

On or towards North - Chamdiya and Govt. Road
Property of Mr. Phadnees

SCHEDULE II REFERRED TO ABOVE

SCHEDULE - II

Referred to above property the Building/s constructed/ to be constructed there upon and from it the tenement/s to be sold under the present agreement is as under:

Tenement No. :
Floor : **Floor**
Wing/Building no. :
Carpet Area : **sq. fts. i.e. sq. mtrs.**
Terrace : **sq. fts. i. e. sq. mtrs.**
Parking :
Name of Project : **“ATLANTICA EAST”**

SCHEDULE III REFERRED TO ABOVE

A) DESCRIPTION OF THE COMMON AREAS AND FACILITIES

- a) Water lines, drainage lines, plumbing, electrical lines, and wiring shall be common facility for all the flat purchasers.
- b) Common lighting in the staircases, common lighting meter, common washing place, if any provided on the ground floor, the under-ground and overhead water tank, electric motor and pump set, if any, all the staircases, landings, lobbies, etc. shall be common facility for all the flat purchasers.
- c) The access and common approach to the building shall be common for the use and enjoyment of all the flat purchasers.
- d) The land below the building shall be common amenity and facility for the use and enjoyment of the flat purchasers.
- e) The footings, RCC structures and main walls of the building shall be common facility of all the flat/shop/godown purchasers.
- f) Columns, beams and other RCC structures shall be common area and facility for all the flat/shop/godown purchasers.

g) Partition walls between the two units shall be limited common property of the said two units.

B) AMENITIES / SPECIFICATIONS

- * Grand main entrance lobby with security cabin .
- * 24 X 7 Security with CCTV at Main Gate
- * Rain Water Harvesting.
- * Branded Lifts with Back-up in each wing
- * Earthquake Resistant RCC Structure
- * Letter Box and Name Plate for each flat
- * Decorative Flush Entrance Door with Night Latch, Heavy Tower Bolts and Heavy
- * Sliding Windows with ms grills.
- * 2 x 2 Vitrified Flooring in all rooms & wooden flooring in M.bed room.
- * Anti-skid tiles flooring in attached Terraces & Bathrooms.
- * Granite Kitchen Platform with stainless steel sink & Modular kitchen .
- * Designer glazed dado tiles up to ceiling level in toilets, bathrooms & over kitchen
- * Concealed Plumbing with hot and cold mixer unit in bathroom.
- * Branded sanitary wares
- * Concealed copper wiring with branded switches of ISI Makes.
- * TV & telephone points in Living room & M. bedroom.
- * Provision for exhaust fan in kitchen, toilets & bathrooms.
- * Acrylic paint for external wall & oil bond distemper for internal walls. .
- * Internal concrete road & street Light.
- * Under ground & overhead tank with adequate storage capacity.
- * Landscape garden with Children's play area.
- * Senior Citizen sitting area
- * Club house with A/C gym & yoga cum meditation area.
- * Solar Water heating system for master bathroom.
- * Color video door phone with intercom.
- * Garbage chute for waste disposal.

- * Tennis and Basket Ball Court.
- * Fire fighting system
- * Separate Washroom for Servant & Driver for each wing
- * Swimming Pool
- * And many more.....

PLEASE NOTE : Apart from above, any extra work, will be charged and needs to be paid in advance while booking.

SCHEDULE IV TITLE CERTIFICATE

**A R WAGH
B.Com., LL.B.
ADVOCATE**

**RENUKA AVISHKAR,
PREMLOK PARK, CHINCHWAD,
PUNE - 411 033**

CERTIFICATE

THIS IS TO CERTIFY that all that piece and parcel of land bearing

- i) Survey No. 8/2/1 admeasuring about 00 H 42.5 R
- ii) Survey No. 8/2/11 admeasuring about 00 H 42 R
- iii) Survey No. 8/2/12 admeasuring about 00 H 36.72 R

totally admeasuring about 01 H 21.22 R, lying and situated at Village Mundhawa, Tal - Haveli, Dist. Pune and within the limits of the Zilla Parishad Pune and Taluka Panchayat Samiti Haveli are absolutely seized and possessed of and otherwise well and sufficiently entitled to Smt. Chandrakala Vilas Dere & others and M/s. Gauree Space Creators is having right and authority to develop the same and sale the tenements therein on ownership basis.

I have inspected the revenue record and other documents produced before me From the documents, it appears that the above vendors have good and marketable title to the said piece of land.

**ASHOK R. WAGH
ADVOCATE**

IN WITNESS WHEREOF the parties to this agreement have subscribed their respective hands on the day and date first mentioned above.

**SIGNED & DELIVERED BY THE
WITHIN NAMED FIRST PART DEVELOPER**

M/S. GAUREE SPACE CREATOR
Through its Authorized Partner-
MR. SHIVAJI DINKAR SHIUDKAR

SIGNED & DELIVERED BY THE
WITHINNAMED SECOND PART ALLOTTE
MR.

SIGNED & DELIVERED BY THE
WITHINNAMED THIRD PART
OWNERS - CONSENTING PARTY NO. 1
Through their attorney holder
M/S. GAUREE SPACE CREATOR
Through its Authorized Partner-
MR. SHIVAJI DINKAR SHIUDKAR

In the presence of

1) Sign
Name
Address

2) Sign
Name
Address

घोषणापत्र

मी, श्री. शिवाजी दिनकर शिऊडकर, चिंचवड, पुणे ४११ ०३३ याद्वारे घोषित करतो की, दुय्यम निबंधक, हवेली नं. २४ यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे.

श्रीमती. चंद्रकला विलास डेरे व इतर यांनी दि. ३१.१२.२०१२ (दुय्यम निबंधक हवेली नं. ५ दस्त नं. ८६३/२०१३) रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पांपीत करून कबुलीजवाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दवादल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पुर्णपणे वैध असून उपरोक्त कृती करण्यास मी पुर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

दि. .०७.२०१७

कुलमुखत्यारपत्राचे नाव
व सही

घोषणापत्र

मी, श्री. संभाजी शामराव जगताप, चिंचवड, पुणे ४११ ०३३ याद्वारे घोषित करतो की, दुय्यम निबंधक, हवेली नं. २४ यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे.

श्री. शिवाजी दिनकर शिऊडकर व इतर यांनी दि. २८.१०.२०१३ (दुय्यम निबंधक हवेली नं. २४ दस्त नं. ३४५/२०१३) रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पांपीत करून कबुलीजवाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दवादल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पुर्णपणे वैध असून उपरोक्त कृती

करण्यास मी पुर्णतः सक्षम आहे . सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे .

दि . .०७ .२०१७

कुलमुखत्यारपत्राचे नाव
व सही