

ALLOTMENT LETTER

Date: _____

To,

1) _____

Residing at; _____ ,

2) _____

Residing at; _____ ,

Subject : Allotment of apartment

Reference : Your application dated _____, for
allotment of apartment.

Sir/Madam,

You have submitted your above referred application (said “APPLICATION”) to us for allotment of an apartment as detailed below (said “APARTMENT”)

Particulars	Details
Apartment No	_____
Area	_____ Sq.Mtrs. (carpet)
Balcony (if any)	_____ Sq.Mtrs.
Terrace (if any)	_____ Sq.Mtrs.
Parking space/s(if any)	_____ Sq.Mtrs.
Name of the project	Golden Treasures
Address of the project	Survey No 19 Punawale, Katewasti Road, Punawale Pune, 411057.

After receiving the said Application we have given you disclosures of various documents / information in respect of the land on which the above said project being/ is developed and in respect of the said Apartment, as envisaged under The Real Estate (Regulation and Development) Act, 2016.

Further, we have handed over to you Xerox copies these documents and information. By this Allotment Letter you are hereby allotted the said Apartment subject to the terms and conditions mentioned herein below:

- (1) The cost details in respect of the said Apartment shall be as tabulated hereunder:

Sr.No	Details	Amount in rupees
1)	Price consideration of the said Apartment including parking space and proportionate price of the common area and facilities appurtenant to the said Apartment	Rs. _____/-
2)	Stamp duty (including LBT, if applicable) in respect of the above said price consideration	Rs. _____/-
3)	Registration fee	Rs. _____/-
4)	Applicable Service Tax/Gst	Rs. _____/-
5)	Other Applicable Tax/VAT/GST	Rs. _____/-
6)	Applicable TDS	Rs. _____/-
7)	One time maintenance cost for first 6 months / one time maintenance cost for life time as the case may be.	Rs. _____/-
	Total	Rs. _____/-

We have received from you an amount of Rs. _____/- (Rupees_____only) by a cheque dated_____, for Rs. _____, bearing No. _____, drawn on _____Bank, branch _____, towards advance payment (said “**ADVANCE PAYMENT**”) and we have issued you a receipt in that regard.

- (2) The balance amount shall be paid by you to us as per payment schedule that will be mentioned in the agreement for sale in respect of the said Apartment (said “**AGREEMENT**”).

**OTHER TERMS AND CONDITIONS OF ALLOTMENT
OF THE SAID APARTMENT**

1. The amount of stamp duty, registration fees, Service Tax, GST, TDS and VAT are subject to change depending on government policy. You shall pay the amount towards stamp duty, registration fee, VAT prior to registration of the said Agreement as and when demanded by us. You shall pay the applicable service Tax/GST on each of the installment payable to us; and shall pay TDS if applicable of your own and give us certificate in that regard.
2. You shall approach us on the mutually fixed date to execute the said Agreement. Thereafter, within a period of 30 (thirty) days you shall make yourself available for registration of the said Agreement as and when intimated by us. In case you fail to execute and register the said Agreement within a period of 30 (thirty) days from the date of execution of the said Agreement, we shall be entitled to cancel allotment of the said Apartment to you by cancelling this Allotment Letter by giving written notice of 15 (fifteen) days.
3. If you intend to cancel allotment of the said Apartment to you, you shall submit to us “Application for Cancellation of Allotment” in our prescribed format along with original copies of receipt/s issued by us. In case the original receipts have been lost by you, you shall submit to us a duly notarized affidavit-cum- indemnity in our prescribed format at your own cost.

4. In case of cancellation for any reason what so ever then the amount paid by the Allottee against the said booking shall be returned within 90 days from date of cancellation of booking.
5. If there are more than one Allottee, the cheques of the said Refund Amount shall be drawn in favour of the person form whose account we have received the same.
6. Once the allotment of the said Apartment to you is cancelled as above, you shall cease to have any claim on the said Apartment and we shall be entitled to dispose of the same at our own discretion.

Thanks and regards,

For M/s Garve Developments

Acceptance of allotment of the said Apartment

I / We here by acknowledge to have checked the said disclosures and have received Xerox copies containing the above said documents and information.

We have read and understood the above said Allotment Letter and we hereby accept the allotment of the said Apartment from you subject to above said terms and conditions.

Thanks and Regards,

(Name and signature of the Allottee No.1)

(Name and signature of the Allottee No.2)

AGREEMENT FOR SALE

THIS Agreement for sale of immovable property made and executed at Pune on this _____ day of _____ in the year 2017.

AGREEMENT EXECUTED

BETWEEN

M/S. GARVE DEVELOPMENTS THROUGH ITS PROPRIETOR MR. VINAYAK KISHOR GARVE, Age : ____ Years. Occ. : Business, R/at - Near M. K. Hotel, New Sangvi, Pune 411 027 (PAN - AGKPG 8065 B).

Hereinafter referred to as the “PROMOTER/ DEVELOPER”. (Which expression shall unless it be repugnant to the context or meaning thereof mean and include the proprietorship firm their executors and assignees)

.....PARTY OF THE FIRST PART.

AND

1. NAME -

Age : _____ Years, Occupation: _____
(PAN - _____)

2. NAME -

Age : _____ Years, Occupation: _____
(PAN - _____)
Both R/at : _____

Hereinafter referred to as the “PURCHASER/S”, Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Purchaser, his / her / their successors and permitted assignees alone so far as the obligations on the part of the Promoter concerned.

.....PARTY OF THE SECOND PART.

AND

MR. VINAYAK KISHOR GARVE, Age : ____ Years. Occ. : Business, R/at-Near M. K. Hotel, New Sangvi, Pune 411027 (PAN - AGKPG8065B).

Hereinafter referred to as the “OWNER / CONSENTING PARTY”.
(Which expression shall unless it be repugnant to the context or meaning thereof mean and include the proprietorship firm their executors and assignees)

.....PARTY OF THE THITD PART.

All that piece and parcel of the property bearing as under - **A) Survey No. 19 Hissa No. 1/4** admeasuring area 00 H 20 Aar i.e. 2000 Sq. mtrs. **B) b-1) Survey No. 19 Hissa No. 1/6** admeasuring area 00 H 21 Aar i.e. 2100 Sq. mtrs. **b-2) Survey No. 19 Hissa No. 1/7** admeasuring area 00 H 21 Aar i.e. 2100 Sq. mtrs. **b-3) Survey No. 19 Hissa No. 1/8** admeasuring area 00 H 20 Aar i.e. 2000 Sq. mtrs. i.e. b1, b2 & b3 having total area 62 Aar **C) Survey No. 19 Hissa No. 1/5** admeasuring area 00 H 20 Aar i.e. 2000 Sq. mtrs. having total area 102 Aar all the above mentioned properties situated at **Village Punawale**, Tal. Haveli, Dist. Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub – Registrar Haveli Pune. For the sake of brevity hereinafter called the “**SAID PROPERTY**”

History of the Property A

That originally the Property was owned and possessed by Late. Chokhu Mahadu Mahar. Late. Chokhu Mahadu Mahar was expired on 30/06/1950 leaving behind his legal heirs Mr. Maruti Chokhu Mahar & others. And accordingly name of Mr. Maruti Chokhu Mahar & others was enrolled on 7/12 extract. Mr. Maruti Chokhu Mahar was expired in the Years 1967- 68 and after his death name of legal heirs of Late. Maruti Chokhu Mahar was enrolled on 7/12 extract by Mutation Entry No. 680.

That as per the said Mutation Entry name of Mr. Rajaram Maruti Ovhal enrolled on 7/12 extract as joint family manger and since then the said property was in possession of Mr. Rajaram Maruti Ovhal & others. That the Partition of the said Property took place between Mr. Rajaram Maruti Ovhal & others and accordingly Tahasildar Mulshi pass order on dtd. 30/06/1988 vide Order No. TLG/148/88 dtd. 30/06/1988, and as per Mutation Entry No. 1281 the correction made in Survey No. 19/1 and as per the said correction S. No. 19/1 is number as Survey No. 19/1/4 to 19/1/8 and the names of respective owners has been enrolled on above mention Survey Number, and the name of Mr. Rajaram Maruti Ovhal was enrolled on 7/12 extract of Survey No. 19/1/4 i.e. Property mention above in schedule A.

That Mr. Rajaram Maruti Ovhal was expired and the name of his legal heirs Mr. Bapu Rajaram Ovhal & others enrolled on 7/12 extract as per Mutation Entry No. 2718.

That Mr. Bapu Rajaram Ovhal & others have sold the said Property "A" to M/s Delta Housing Corporation by a registered Sale Deed on dtd. 11/06/2009 and the said document was duly registered in the office of the Sub - Registrar Haveli No. 12 Pune vide Doc. Sr. No. 3329/2009 and accordingly as per Mutation Entry No. 3388 name of M/s. Delta Housing Corporation was enrolled on 7/12 extract.

Thereafter M/s Delta Housing Corporation have sold the said Property "A" to Mr. Vinayak Kishor Garve by a registered Sale Deed on dtd. 28/12/2012 and the said document was duly registered in the office of the Sub - Registrar Haveli No. 5 Pune vide Doc. Sr. No. 11111/2012 and accordingly as per Mutation Entry No. 4248 name of Mr. Vinayak Kishor Garve enrolled on 7/12 extract.

History of the Property B

b-1) That, originally the Property was owned and posses by Late. Chokhu Mahadu Mahar. Late. Chokhu Mahadu Mahar was expired on 30/06/1950 leaving behind his legal heirs Mr. Maruti Chokhu Mahar & others. And accordingly name of Mr. Maruti Chokhu Mahar & others was

enrolled on 7/12 extract. Mr. Maruti Chokhu Mahar was expired in the Years 1967- 68 and after his death name of legal heirs of Late. Maruti Chokhu Mahar was enrolled on 7/12 extract by Mutation Entry No. 680. That as per the said Mutation Entry name of Mr. Rajaram Maruti Ovhal enrolled on 7/12 extract as joint family manger and since then the said property was in possession of Mr. Rajaram Maruti Ovhal & others.

That the Partition of the said Property took place between Mr. Rajaram Maruti Ovhal & others and accordingly Tahasildar Mulshi pass order on dtd. 30/06/1988 vide Order No. TLG/148/88 dtd. 30/06/1988, and as per Mutation Entry No. 1281 the correction made in Survey No. 19/1 and as per the said correction S. No. 19/1 is number as Survey No. 19/1/4 to 19/1/8 and the names of respective owners has been enrolled on above mention Survey Number, and the name of Mr. Tatyaba Maruti Ovhal was enrolled on 7/12 extract of Survey No. 19/1/6 i.e. Property mention above in schedule B1.

That, after death of Late. Tatyaba Maruti Ovhal the name of his legal heirs of Late. Tatyaba Maruti Ovhal was enrolled on 7/12 extract and Legal heirs of Late. Tatyaba Maruti Ovhal have sold the said Property "B 1" to M/s Delta Housing Corporation by a registered Sale Deed and the said document was duly registered in the office of the Sub - Registrar Haveli No. 12 Pune vide Doc. Sr. No. 3374/2009 and accordingly as per Mutation Entry No. 3384 name of M/s. Delta Housing Corporation was enrolled on 7/12 extract.

That M/s Delta Housing Corporation have sold the said Property "B 1" to Shree Samarth Atharv Properties by a registered Sale Deed on dtd. 31/08/2012 and the said document was duly registered in the office of the Sub - Registrar Haveli No. 10 Pune vide Doc. Sr. No. 10185/2012, but the name of Shree Samarth Atharv Properties yet to be enrolled on 7/12 extract during that period Shree Samarth Atharv Properties sold the said property to Mr. Vinayak Kishor Garve by a registered Sale Deed on dtd. 31/01/2013 which was duly registered in the office of the Sub - Registrar Haveli No. 5 Pune vide Doc. Sr. No. 983/2013 dtd. 01/02/2013 and accordingly name of the present purchaser Mr. Vinayak Kishor Garve became the obsolete owner of the said property and his name is enrolled on 7/12 extract vide Mutation Entry No. 4250.

b-2) That, originally the Property was owned and possess by Late. Chokhu Mahadu Mahar. Late. Chokhu Mahadu Mahar was expired on 30/06/1950 leaving behind his legal heirs Mr. Maruti Chokhu Mahar & others. And accordingly name of Mr. Maruti Chokhu Mahar & others was enrolled on 7/12 extract. Mr. Maruti Chokhu Mahar was expired in the Years 1967- 68 and after his death name of legal heirs of Late. Maruti Chokhu Mahar was enrolled on 7/12 extract by Mutation Entry No. 680.

That as per the said Mutation Entry name of Mr. Rajaram Maruti Ovhal enrolled on 7/12 extract as joint family manger and since then the said property was in possession of Mr. Rajaram Maruti Ovhal & others.

That the Partition of the said Property took place between Mr. Rajaram Maruti Ovhal & others and accordingly Tahasildar Mulshi pass order on dtd. 30/06/1988 vide Order No. TLG/148/88 dtd. 30/06/1988, and as per Mutation Entry No. 1281 the correction made in Survey No. 19/1 and as per the said correction S. No. 19/1 is number as Survey No. 19/1/4 to 19/1/8 and the names of respective owners has been enrolled on above mention Survey Number, and the name of Mr. Yashwant Maruti Ovhal was enrolled on 7/12 extract of Survey No. 19/1/7 i.e. Property mention above in schedule B2.

That, Mr. Yashwant Maruti Ovhal and his family member have sold the said Property "B 2" to M/s Delta Housing Corporation by a registered Sale Deed and the said document was duly registered in the office of the Sub - Registrar Haveli No. 12 Pune vide Doc. Sr. No. 3373/2009 and accordingly as per Mutation Entry No. 3385 name of M/s. Delta Housing Corporation was enrolled on 7/12 extract.

That M/s Delta Housing Corporation have sold the said Property "B 2" to Shree Samarth Atharv Properties by a registered Sale Deed on dtd. 31/08/2012 and the said document was duly registered in the office of the Sub - Registrar Haveli No. 10 Pune vide Doc. Sr. No. 10185/2012, but the name of Shree Samarth Atharv Properties yet to be enrolled on 7/12 extract during that period Shree Samarth Atharv Properties sold the said property to Mr. Vinayak Kishor Garve by a registered Sale Deed on dtd.

31/01/2013 which was duly registered in the office of the Sub - Registrar Haveli No. 5 Pune vide Doc. Sr. No. 983/2013 dtd. 01/02/2013 and accordingly name of the present purchaser Mr. Vinayak Kishor Garve became the owner of the said property and his name is enrolled on 7/12 extract vide Mutation Entry No. 4250.

b-3) That, originally the Property was owned and possess by Late. Chokhu Mahadu Mahar. Late. Chokhu Mahadu Mahar was expired on 30/06/1950 leaving behind his legal heirs Mr. Maruti Chokhu Mahar & others. And accordingly name of Mr. Maruti Chokhu Mahar & others was enrolled on 7/12 extract. Mr. Maruti Chokhu Mahar was expired in the Years 1967- 68 and after his death name of legal heirs of Late. Maruti Chokhu Mahar was enrolled on 7/12 extract by Mutation Entry No. 680.

That as per the said Mutation Entry name of Mr. Rajaram Maruti Ovhal enrolled on 7/12 extract as joint family manger and since then the said property was in possession of Mr. Rajaram Maruti Ovhal & others.

That the Partition of the said Property took place between Mr. Rajaram Maruti Ovhal & others and accordingly Tahasildar Mulshi pass order on dtd. 30/06/1988 vide Order No. TLG/148/88 dtd. 30/06/1988, and as per Mutation Entry No. 1281 the correction made in Survey No. 19/1 and as per the said correction S. No. 19/1 is number as Survey No. 19/1/4 to 19/1/8 and the names of respective owners has been enrolled on above mention Survey Number, and the name of Mr. Balwant Maruti Ovhal was enrolled on 7/12 extract of Survey No. 19/1/8 i.e. Property mention above in schedule B3.

That, after death of Late. Balwant Maruti Ovhal the name of legal heirs of Late. Balwant Maruti Ovhal i.e. Mr. Suresh Balwant Ovhal & others was enrolled on 7/12 extract and Legal heirs of Late. Balwant Maruti Ovhal i.e. Mr. Suresh Balwant Ovhal & others have sold the said Property "B 3" to M/s Delta Housing Corporation by a registered Sale Deed and the said document was duly registered in the office of the Sub - Registrar Haveli No. 12 Pune vide Doc. Sr. No. 3323/2009 and accordingly as per Mutation Entry No. 3387 name of M/s. Delta Housing Corporation was enrolled on 7/12 extract.

That M/s Delta Housing Corporation have sold the said Property "B 3" to Shree Samarth Atharv Properties by a registered Sale Deed on dtd. 31/08/2012 and the said document was duly registered in the office of the Sub - Registrar Haveli No. 10 Pune vide Doc. Sr. No. 10185/2012, but the name of Shree Samarth Atharv Properties yet to be enrolled on 7/12 extract during that period Shree Samarth Atharv Properties sold the said property to Mr. Vinayak Kishor Garve by a registered Sale Deed on dtd. 31/01/2013 which was duly registered in the office of the Sub - Registrar Haveli No. 5 Pune vide Doc. Sr. No. 983/2013 dtd. 01/02/2013 and accordingly name of the present purchaser Mr. Vinayak Kishor Garve became the obsolete owner of the said property and his name is enrolled on 7/12 extract vide Mutation Entry No. 4250.

History of the Property C

That, originally the Property was owned and possessed by Late. Chokhu Mahadu Mahar. Late. Chokhu Mahadu Mahar was expired on 30/06/1950 leaving behind his legal heirs Mr. Maruti Chokhu Mahar & others. And accordingly name of Mr. Maruti Chokhu Mahar & others was enrolled on 7/12 extract. Mr. Maruti Chokhu Mahar was expired in the Years 1967- 68 and after his death name of legal heirs of Late. Maruti Chokhu Mahar was enrolled on 7/12 extract by Mutation Entry No. 680.

That as per the said Mutation Entry name of Mr. Rajaram Maruti Ovhal enrolled on 7/12 extract as joint family manger and since then the said property was in possession of Mr. Rajaram Maruti Ovhal & others.

That the Partition of the said Property took place between Mr. Rajaram Maruti Ovhal & others and accordingly Tahasildar Mulshi pass order on dtd. 30/06/1988 vide Order No. TLG/148/88 dtd. 30/06/1988, and as per Mutation Entry No. 1281 the correction made in Survey No. 19/1 and as per the said correction S. No. 19/1 is number as Survey No. 19/1/4 to 19/1/8 and the names of respective owners has been enrolled on above mention Survey Number, and the name of Mr. Jaywant Maruti Ovhal was enrolled on 7/12 extract of Survey No. 19/1/5 i.e. Property mention above in schedule C as per the Partition Order 00 H. 20 Aar land came to the

possession of the Owner to Mr. Jaywant Maruti Ovhal. That Mr. Jaywant Maruti Ovhal was expired on 26/02/1993 and after his death name of his Legal heirs i.e. Kanhopatra (wife), Shivaji, Arun (sons) Jaywant Ovhal & Kalwanti Kaluram Gaikwad (daughter) Ranjana Gulab Kamble (daughter), Asha Uttam Chavan (daughter) name are enrolled on 7/12 extract as per Mutation Entry No. 2686.

That, legal heirs of Late. Jaywant Maruti Ovhal i.e. Kanhopatra (wife), Shivaji, Arun (sons) Jaywant Ovhal & Kalwanti Kaluram Gaikwad (daughter) Ranjana Gulab Kamble (daughter), Asha Uttam Chavan (daughter) have transfer the development rights of the said Property "C" to M/s. Sayadri Corporation by a registered Development Agreement & Power of Attorney on dtd. 23/05/2006 and the said document was duly registered in the office of the Sub - Registrar Haveli No. 19 Pune vide Doc. Sr. No. 03644/2006 & 03645/2006.

Thereafter M/s. Sahyadri Corporation who is having development rights of the said property "C" along with Power of Attorney. That Ms/ Sahyadri Corporation for themselves and as a Power of Attorney Holder of legal heirs of Late. Jaywant Maruti Ovhal i.e. Kanhopatra (wife), Shivaji, Arun (sons) Jaywant Ovhal & Kalwanti Kaluram Gaikwad (daughter) Ranjana Gulab Kamble (daughter), Asha Uttam Chavan (daughter) have sold the said Property "C" to Mr. Vinayak Kishor Garve by a registered Sale Deed on dtd. 24/12/2012 and the said document was duly registered in the office of the Sub - Registrar Haveli No. 5 Pune vide Doc. Sr. No. 10965/2012 and accordingly as per Mutation Entry No. 4249 name of Mr. Vinayak Kishor Garve enrolled on 7/12 extract.

Thereafter owner of the said property Mr. Vinayak Kishor Garve submitted building plan to Pimpri Chinchwad Municipal Corporation. After verifying and due scrutiny City Engineer of Pimpri Chinchwad Municipal Corporation sanction the building plan and accordingly Commencement Certificate said Property having Commencement Certificate No. BP/LAYA/Punawale/19/2017 dated 29/04/2017. That the Developers have also obtained N. A. Order from Pune Collector for usage of the said property for Non Agriculture Land i.e. residential / commercial purpose vide N.A. Order No. PMA/NA/SR/51/2014 dated. 29/12/2014.

WHEREAS the OWNER / PROMOTER has decided to develop the said Land by constructing an ownership Flat/Unit, a scheme in the name of **“GOLDEN TREASURES”**.

AND WHEREAS the OWNER / PROMOTER herein has appointed M/s. Milind Pokharkar and Associates as their Architects and M/s. 3D Prime as their Structural Engineers and accepted the professional supervision of Architects and the Structural Engineers till the completion of the buildings but the OWNER / PROMOTER herein have reserved the right to change such Architects and Structural Engineers before the completion of the buildings if OWNER / PROMOTER so decide.

AND WHEREAS the Promoter has decided to form an Association of Apartments/Society of all Flat/Unit purchasers of the buildings/project.

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 Owner/Promoter is in possession of the project land. The Promoter has proposed to construct on the project land 4 buildings namely A, B & C having 11 Floors + 1 podium each and 1 commercial building i.e. D having ground plus one Floor.

AND WHEREAS the Allottee is offered an **Flat/Unit bearing number _____ on the _____ floor**, (herein after referred to as the said “Flat/Unit”) **in the _____ Wing of the building called “GOLDEN TREASURES”** (herein after referred to as the said “Building”) being constructed of 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 Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Pune vide No _____ authenticated copy is attached in **Annexure 'F'**;

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

AND WHEREAS by virtue of the OWNERSHIP RIGHTS OF THE SAID PROPERTY the Promoter has sole and exclusive right to sell the Flat/Unit 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 Flat/Unit 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 M/s. Milind Pokharkar and Associates 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 there under;

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 Flat/Unit 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'**.

AND WHEREAS the authenticated copies of the plans and specifications of the Flat/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 **Flat/Unit/Office No.** _____ **on** _____ **Floor in** _____ **Wing** constructed in the **"GOLDEN TREASURES"** of the said Project.

AND WHEREAS the carpet area of the said Flat/Unit is _____ **sq.mtrs i.e.** _____ **sq.fts**, and "carpet area" means the net usable floor area of an Flat/Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat/Unit for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat/Unit.

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 Allottee has paid to the Promoter a sum of **Rs.**_____/-
(Rupees _____
only), being part payment of the sale consideration of the Flat/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, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat/Unit 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 (Flat/Unit) and the covered parking (if applicable)

**NOW THEREFORE, 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 1 podium, and 11 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat/Unit of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.1

(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Flat/Unit No. _____ of the type _____ of carpet area admeasuring _____ sq.mtrs along with _____ sq.mtrs balcony and adjoining same level terrace having area _____ on _____ floor in the building Wing** (hereinafter referred to as "the Flat/Unit ") as shown in the Floor plan thereof hereto annexed and marked Annexures C for the consideration of **Rs. _____/-** also 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 Annexure-E herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces which shall be allotted at the time of possession for the consideration of **Rs. _____/-**.

1.2 The total aggregate consideration amount for the Flat/Unit including covered parking spaces is thus **Rs. _____/-**

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

- | | | |
|------|---------------|---|
| i. | Amount of Rs. | (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement |
| ii. | Amount of Rs. | (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or Wing in which the said Flat/Unit is located. |
| iii. | Amount of Rs. | (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Flat/Unit 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 Flat/Unit |
| 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 Flat/Unit . |
| 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 Flat/Unit 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 flat is located. |
| viii. Amount of Rs. | against and at the time of handing over of the possession of the Flat/Unit to the Allottee on or after receipt of occupancy certificate or completion certificate. |

1.4 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/Unit].

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

1.6 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1.1 of this Agreement.

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

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

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 [Flat/Unit] to the Allottee and the common areas to the association of the allottees/society 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 1.3 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 14623 square meters only and Promoter has utilized Floor Space Index of 6062 square meters 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 6062 square meters which is utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat/Unit based on the proposed construction and sale of Flat/Unit 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/Unit] 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 by hand/ 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 ninety days of the termination, the instalments of sale consideration of the Flat/Unit 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 Flat/Unit as are set out in **Annexure 'E'**, annexed hereto.

6. The Promoter shall give possession of the Flat/Unit to the Allottee on or before 18th day of April 2018 for B & C Wing and 31st day of December 2019 for A & D Wing. If the Promoter fails or neglects to give possession of the Flat/Unit 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 Flat/Unit 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/Unit on the aforesaid date, if the completion of building in which the Flat/Unit 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.

- iii. the Allottee has committed any default in payment of installment as mentioned in Clause No. 1.3 (without prejudice to the right of the Promoter to terminate this agreement under Clause 4.2 mentioned herein above),
- iv. any extra work/addition required to be carried in the said Apartment as per the requirement and at the cost of the Allottee,
- v. non-availability of steel, cement or any other building materials, water or electric supply,
- vi. any delay on the part of the Office of the Collector, Pune or any other Public Body or Authority, including the M.S.E.D.C.L, in issuing or granting necessary Certificates / Noc's / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Project under construction by the Promoter on the said land,
- vii. any other reasons beyond the control of the Promoter,

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 [Flat/Unit], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Flat/Unit] 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 Flat/Unit within 15 days of the written notice from the promoter to the Allottee intimating that the said Flat/Unit are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of [Flat/Unit] upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [Flat/Unit] 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/Unit] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 (i) The Allottee is thus made aware that the construction is a basic RCC structure made of bricks and blocks. Therefore, the Allottee agrees and undertakes, not to demolish any internal as well as external walls or structure of the said Apartment or any part thereof, nor to undertake extensive interior or, enclosure works which may cause damage thereto, since it may cause damage to the structure as a whole of the entire building. Failure on the part of the Allottee to take this precaution and care, shall be a breach of essential term of this agreement, entailing consequences of termination in terms hereof, amongst other civil and criminal proceedings.

(ii) Except in the event of default in 7.4(i) above, 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, provided regular maintenance and due care has been taken by the Allottee to keep the Apartment in good conditions and repairs.

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Apartment or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void. The word defect here means only the manufacturing defect/s caused on account of wilful neglect on the part of the Promoter

and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein.

8. The Allottee shall use the Flat/Unit or any part thereof or permit the same to be used only for purpose of Flat/Unit for carrying residential purpose. He shall use the parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottees of Flat/Unit 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 Flat/Unit 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 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 Flat/Unit is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Unit) 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 Allottees share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. 2.50 per square feet of the flat area towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

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

- (i) Rs. 30,000/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body, 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
- (ii) Rs 1,00,000/- For Deposit towards Water, Electric, and other utility and services connection charges & for deposits of electrical receiving and Sub Station provided in Layout.

It is agreed by the Allottee that if the above amount would become insufficient then the Allottee agrees to pay further and additional amount if any to the Promoter.

11. The Allottee shall pay to the Promoter a sum of Rs. 5000 for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

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

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Flat/Unit] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/Unit 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 Flat/Unit may come, hereby covenants with the Promoter as follows :-

i. To maintain the Flat/Unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Unit is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Unit 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/Unit is situated and the Flat/Unit itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Flat/Unit 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/Unit 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/Unit is situated, including entrances of the building in which the Flat/Unit is situated and in case any damage is caused to the building in which the Flat/Unit is situated or the Flat/Unit 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 Flat/Unit and maintain the Flat/Unit 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 Flat/Unit is situated or the Flat/Unit 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 Flat/Unit 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/Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Unit is situated and shall keep the portion, sewers, drains and pipes in the Flat/Unit and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Patis or other structural members in the Flat/Unit 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/Unit 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/Unit in the compound or any portion of the project land and the building in which the Flat/Unit 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/Unit 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/Unit 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 Flat/Unit 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 Flat/Unit 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 Flat/Unit 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/Unit 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 Flat/Unit 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.

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 Flat/Unit or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat/Unit 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 Flat/Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat/Unit /plot.

18. BINDING EFFECT

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

shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, 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/Unit /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 Allottee's of the Flat/Unit, in case of a transfer, as the said obligations go along with the Flat/Unit 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 [Flat/Unit] to the total carpet area of all the [Flat/Unit] 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 Pune after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar Haveli, Pune. Hence this Agreement shall be deemed to have been executed at Pune.

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: _____

GARVE DEVELOPMENTS

Office at – 136/1A/6, 2nd Floor, Garve Motors, Mumbai-Bangalore Highway, Wakad, Opp. Sayaji Hotel, Pune – 411057

Email ID: developmentsgarve@gmail.com

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 Allottee's.

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

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

31. GOVERNING LAW

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

FIRST SCHEDULE ABOVE REFERRED TO PROPERTY

All that piece and parcel of the property bearing as under -

A) Survey No. 19 Hissa No. 1/4 admeasuring area 00 H 20 Aar i.e. 2000 Sq. mtrs. and property bounded as under :-

On or towards East :- Property of Mr. Namdev Kate S. No. 18
On or towards West :- Marunji Punawale Road
On or towards South :- S. No. 19 Hissa No. 1/3
On or towards North :- S. No. 19 Hissa No. 1/5(31)

B) b-1) Survey No. 19 Hissa No. 1/6 admeasuring area 00 H 21 Aar i.e. 2100 Sq. mtrs. and property bounded as under :-

on or towards East :- Property of Mr. Namdev Kate
on or towards West :- Marunji Punawale Road
on or towards South :- Property of Mr. Jaywant M. Ovhal
on or towards North :- Property of S. No. 19 Hissa No. 1/7

b-2) Survey No. 19 Hissa No. 1/7 admeasuring area 00 H 21 Aar i.e. 2100 Sq. mtrs. and property bounded as under :-

on or towards East :- Property of Mr. Namdev Kate
on or towards West :- Marunji Punawale Road
on or towards South :- Property of S. No. 19 Hissa No. 1/6
on or towards North :- Property of S. No. 19 Hissa No. 1/8

b-3) Survey No. 19 Hissa No. 1/8 admeasuring area 00 H 20 Aar i.e. 2000 Sq. mtrs. and property bounded as under :-

on or towards East :- Property of Mr. Namdev Kate
on or towards West :- Marunji Punawale Road
on or towards South :- Property of S. No. 19 Hissa No. 1/7
on or towards North :- Property of Mr. Subhash Ranawade

i.e. b1, b2 & b3 having total area 62 Aar

C) Survey No. 19 Hissa No. 1/5 admeasuring area 00 H 20 Aar i.e. 2000 Sq. mtrs. and property bounded as under :-

on or towards East :- Property of Mr. Tatyaram M. Ovhal
on or towards West :- Property of Mr. Kate
on or towards South :- Property of Mr. Rajaram M. Ovhal
on or towards North :- Punawale Marunji Road

having total area 102 Aar all the above mentioned properties situated at **Village Punawale**, Tal- Haveli, Dist- Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub - Registrar Haveli Pune.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Photo	L. H. Thumb	Sign. of OWNER / PROMOTER

Photo	L. H. Thumb	Sign. of PURCHASER / ALLOTTE

Witnesses :-

1.

Sign :-

Name :-

Add, :-

2.

Sign :-

Name :-

Add, :-

SCHEDULE 'A'

FLAT/UNIT NO. : _____

FLOOR : _____

CARPET AREA OF FLAT/UNIT : _____ **Sq.mtrs.**

AREA OF BALCONY OF FLAT/UNIT : _____ **Sq.mtrs.**

AREA OF TERRACE OF FLAT/UNIT : _____ **Sq.mtrs.**

PARKING : _____ **Sq.mtrs.**

BUILDING / WING : _____

SCHEME NAME : **"GOLDEN TREASURES"**

ANNEXURE 'A'

TITLE REPORT

CERTIFICATE OF TITLE

I confirm having made a search in the land/revenue records. I do not find anything adverse, which would prevent the Title Holders from Sale or Transfer of the said property.

There are no prior Mortgage/Charges/encumbrances whatsoever, as could be made available to me from the Encumbrance Certificate for the period from 1988 to 2017 pertaining to the immovable property covered by above said Title Deeds.

This opinion is given upon and subject to the condition that any inaccuracy or omission from any deed or documents relating to the said property certified or examined copy or abstract of any deed or documents. I have not carried out any personal inspection of the property and have not liability in respect of anything, which would have been ascertained by me

**SCHEDULE
OF THE SAID PROPERTY**

A) Survey No. 19 Hissa No. 1/4 admeasuring area 00 H 20 Aar i.e. 2000 Sq. mtrs. and property bounded as under :-

On or towards East :- Property of Mr. Namdev Kate S. No. 18
On or towards West :- Marunji Punawale Road
On or towards South :- S. No. 19 Hissa No. 1/3
On or towards North :- S. No. 19 Hissa No. 1/5(31)

B) b-1) Survey No. 19 Hissa No. 1/6 admeasuring area 00 H 21 Aar i.e. 2100 Sq. mtrs. and property bounded as under :-

on or towards East :- Property of Mr. Namdev Kate
on or towards West :- Marunji Punawale Road
on or towards South :- Property of Mr. Jaywant M. Ovhal
on or towards North :- Property of S. No. 19 Hissa No. 1/7

b-2) Survey No. 19 Hissa No. 1/7 admeasuring area 00 H 21 Aar i.e. 2100 Sq. mtrs. and property bounded as under :-

on or towards East :- Property of Mr. Namdev Kate
on or towards West :- Marunji Punawale Road
on or towards South :- Property of S. No. 19 Hissa No. 1/6
on or towards North :- Property of S. No. 19 Hissa No. 1/8

b-3) Survey No. 19 Hissa No. 1/8 admeasuring area 00 H 20 Aar i.e. 2000 Sq. mtrs. and property bounded as under :-

on or towards East :- Property of Mr. Namdev Kate
on or towards West :- Marunji Punawale Road
on or towards South :- Property of S. No. 19 Hissa No. 1/7
on or towards North :- Property of Mr. Subhash Ranawade

i.e. b1, b2 & b3 having total area 62 Aar

C) Survey No. 19 Hissa No. 1/5 admeasuring area 00 H 20 Aar i.e. 2000 Sq. mtrs. and property bounded as under :-

on or towards East :- Property of Mr. Tatyaram M. Ovhal
on or towards West :- Property of Mr. Kate
on or towards South :- Property of Mr. Rajaram M. Ovhal
on or towards North :- Punawale Marunji Road

having total area 102 Aar all the above mentioned properties situated at **Village Punawale**, Tal. Haveli, Dist. Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub - Registrar Haveli Pune.

along with all the elementary and other incidental rights there to and rights to use common access roads

Date: 16/05/2017

Place: Pune

SD/-

(Madanlal P. Chhajed)

Advocate

ANNEXURE –B

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

ANNEXURE –C-1

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

ANNEXURE - C-2

(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)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Flat/Unit agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE – E

(Specification and amenities for the Flat/Unit)

COMMON AREAS AND FACILITIES

(a) COMMON AREAS

1. The land under the buildings
2. The footings, RCC structures and main walls of the buildings
3. Staircase columns and lift as with lift room in the building/s
4. Common sulage/drainage, water, electrical lines, power backup
5. Common ground water storage tank and overhead tank
6. Electrical meters, wiring connected to common lights, lifts, pumps.

(b) LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units.
2. The parking areas under stilts/ marginal open spaces/ podium/ basements and portions thereof may be allotted for exclusive use of the specific Flat/Unit by the Promoter as per his discretion or retained by him
3. Other exclusive and limited common area and facilities as mentioned in the agreement.
4. All areas which are not covered under aforesaid head common areas and facilities are restricted areas and facilities.
5. Land around building and open areas

SPECIFICATIONS

STANDARD SPECIFICATIONS

LIFESTYLE AMENITIES

- * Fully equipped state – of – art gymnasium
- * Pool Table
- * Access control for lobby
- * Automatic elevators
- * Power backup for lifts and common area
- * Designer entrance lobby
- * Video door phone with intercom facility
- * Club house
- * Party lawn
- * Children's Play area
- * Senior citizen park

ARCHITECTURAL AND ECO – FRIENDLY HIGHLIGHTS

- * Landscape gardens with articulate water features
- * Meditation Spaces
- * Vehicle – free zone to avoid pollution
- * Durable exterior textured painting
- * Earthquake resistant
- * Concrete paved internal roads
- * Garbage Chute
- * Ample Car Parking
- * Rain Harvesting
- * Fire protection system

PREMIUM SPECIFICATIONS

- * Wi-fi connectivity
- * Piped gas provision

KITCHEN

- * Water purifier
- * Dry balcony with point for washing machine

BATHROOM

- * Jaguar / equivalent make single lever bathroom fixture
- * Designer counter wash basin
- * Concealed plumbing with premium sanitary fittings
- * Solar water heater supply for common bathroom
- * Designer bathroom tiles
- * Exclusive quality sanitary – ware by CERA or equivalent

FLOORING

- * 2' x 2' vitrified flooring
- * Wooden flooring in master bedroom

RAILING

- * S. S. and glass railing to attached terraces

DOORS / WINDOWS

- * All internal flush doors with seasoned wood frame
- * Elegant main door with bath side laminated finish
- * Premium quality brass fixture and fitting
- * Aluminum 3 track sliding doors for terrace
- * M. S. Grill
- * Powder coated aluminum sliding windows with mosquito net
- * Aluminum adjustable louvers for bathroom

ELECTRIFICATION

- * Concealed copper wiring with circuit breakers
- * Backup to support limited light point and fans in each room
- * Adequate electrical point along with premium modular switches
- * Cable and telephone points in living and all bedrooms
- * Split AC provision

INTERNAL FINISH

- * POP finish for walls in entire Flat/Unit
- * Supreme quality internal wall finish and plastic emulsion

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

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

I say received

The Promoter/s.