

ALLOTMENT LETTER

NO.

DATE:

To,

(Name of Allottee)

Subject: Allotment of Apartment No. _____ on _____ floor, situated in the building '_____ being constructed on "_____", standing on the _____ Admeasuring total area _____ **Square Meters** lying and being at village situated at _____, (hereinafter referred as "the Said Property")

Dear Sir/ Madam,

1. We, _____, owner of land _____ Admeasuring total area _____ **Square Meters** lying and being at village situated at _____. We have acquired the development rights in respect of the said property.
2. We intended to develop multiple buildings with amenities on the said property. In first phase we have completed building and in second phase we intended to construct building namely A with amenities (hereinafter referred as '_____') on the said property.
3. We have obtained the sanctioned plans from time to time in respect of the said property from the Pune Municipal Corporation with Commencement Certificate _____ Dated _____.
4. As per the Sanctioned plan, we are entitled to construct building comprising of _____ floors, we are intended to acquire either additional TDR in the form of FSI &/or additional FSI by paying premium to Corporation or Competent Authority and consume and utilize the same on the said buildings in order to construct the said buildings.

5. Our Real Estate Project namely _____ of ____ buildings namely _____ is registered under the provisions of The Real Estate (Regulation and Development) Act , 2016 with the Real Estate Authority at Pune, No. _____
6. The subject matter of this letter is in respect of building of _____” to be/ being constructed by us on the said property. (herein under referred as “The Said Building”)
7. We hereby put on record that we hereby agree to sell to you on ownership basis Apartment No. _____, on the ____ floor of Building No. _____ of project “_____”, total carpet area _____ Sq. mtrs. , terrace area _____ Sq. mtrs. And balcony area _____ Sq. mtrs. For total consideration of Rs. _____ including Rs. _____ being proportionate price of the common areas and facilities appurtenant to the premises.
8. You have paid to us a sum of Rs. _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and you shall pay to us the balance amount of Rs. _____ (Rupees _____) in the following manner:-

(Payment Schedule mentioned in the agreement)

9. In addition to 10% following charges you have paid to us before registration of the Agreement For Sale
- Stamp Duty : - Rs. _____/- (Rupees _____ only)
 - Registration Fee:- Rs. _____/- (Rupees _____ only)
 - Registration Expenses:- Rs. _____/- (Rupees _____ only)
 - Legal Cost, charges and expenses:- Rs. _____/- (Rupees _____ only)
 - Tax, Service Tax, Vat, GST Rs. _____/- (Rupees _____ only)

Total Rs. _____/- (Rupees _____ only)

10. You hereby confirm the above mentioned payment schedule and you will make payment accordingly. Time in respect of the said payment or installments and in respect of all amounts payable under these presents by you to us is of the essence of the contract.

11. Without prejudice to the right of promoter to charge interest in any terms of above clauses, on the Allottees committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this agreement and on the allottee committing defaults of payment of installments the promoter shall at his own option, may terminate this Agreement.
12. Issuance of this non-transferable Allotment Letter 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 execute the agreement for sale with all the conditions along with the payment due as stipulated in the above payment schedule within ____ (days) from the date of this Allotment Letter; and appears for registration of the Agreement for Sale before the concerned Sub-Registrar as and when intimated by the Promoter. This Allotment Letter is not meant or be treated or deemed to be as Agreement as contemplated under provisions of law.
13. If the Allottee fails to execute and deliver to the Promoter Agreement within ____ (days) from the date of this Allotment letter and / or appear before Sub-registrar for its registration as and when intimated by the promoter within the aforesaid ____ days, then the Promoter shall serve a notice to the Allottee by e-mail/ by hand/ by post/ by courier on the address given by the Allottee for rectifying the default, which if not rectified within ____ (days) from the date of its receipt by the Allottee, application/ Allotment of the Allottee in connection therewith including the booking amount/ token amount shall be returned to the Allottee without any interest or compensation whatsoever.
14. This allotment will be confirmed in your favour through a registration of the agreement for sale and only after fulfillment of the terms and conditions set-forth herein.
15. All payment against this Allotment letter shall be made by way of a cross demand draft drawn in favour of _____.
16. If payment as stipulated above is not made then this allotment letter shall stand cancelled and the _____ amount shall remain forfeited.
17. Please note that _____ reserves right to forfeits all amount paid by the allotter, if any of the terms and conditions stipulated in the allotment letter are not complied with by you.
18. You have inspected the approved plans and title documents of the land; however we are entitled to modify the plans as required by PMC subject to fulfillment of Real Estate Regulation Act, 2016.
19. This letter is passed confirming the above arrangement. The detailed terms and conditions of sale as discussed as per the draft prepared by our Advocate was shown to you has been approved by you and agreed upon between us and the same will be set out in an Agreement for sale, which you shall execute immediately being called upon to do so. We have also shown the

sanctioned layout plan along with all approvals, permission, orders in respect of the said building and project to you and you have satisfied about the same. The above price is subject to escalation in cost of building material, stamp duty, registration charges, VAT, LBT, GST, service tax, cess etc. if levied, shall be borne by you.

20. We confirm that we have not agreed to sell the said premises to anybody else nor created any encumbrances on the said premises and the title thereof is clear and marketable.

21. This Allotment shall be subject to ____ Jurisdiction only.

Yours faithfully _

For _____

AGREEMENT FOR SALE

This Agreement for Sale is made at _____, District-_____ on this ____ Day of the month _____ in the year **2017**.

BETWEEN

... PARTY OF THE ONE PART

Hereinafter shall be referred to as the **PROMOTERS/VENDORS/DEVELOPERS** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, legal representatives,

successors, executors, administrators and assigns only).....PARTY OF THE FIRST PART.

AND

1]

Age- _____ years, Occupation- _____,

Add- _____, _____,

Tal- _____, Dist- _____.

Pan. No. _____

Residing _____ at/post- _____

Hereinafter shall be referred to as the **PURCHASER** (which expression shall mean and include the male and/or female gender and also mean and include singular or plural Purchasers as the case may be, and unless it be repugnant to the context or meaning thereof be deemed to mean and include the Purchaser and his/her/their heirs, legal representatives, successors, executors, administrators and permitted assigns and in case of a partnership firm the parties for the time being thereof, the survivor or survivors of them and the heirs, legal representatives, successors, executors, administrators of the last surviving partner and permitted assigns, in case of a company its successors and permitted assigns, and in all cases all person claiming by under or through such Purchaser including his/her/their/its successors-in-interest only)PARTY OF THE SECOND PART.

According to the sanctioned plan/Promoters/Vendors/Developers herein, i.e. _____ the construction of proposed Multi-storied building/s is made on the said property by the name, “_____” consisting of Residential Flats in it.

AND WHEREAS the Promoters/Vendors/Developers herein, i.e. _____ is entitled to sale the flats/shops and to receive appropriate the amount of agreed consideration thereof to any third party on the ownership basis.

AND WHEREAS the Purchaser/s herein has approached to the Promoters/Vendors/Developers herein for booking of a residential Flat in the building to be constructed on the said land/property and demanded from the Promoters/Vendors/Developers herein and the Promoters/Vendors/Developers herein has given inspection to the Purchaser of all documents of title relating to the said land/property, as provided under Maharashtra Ownership Flat (Regulation of the Promotion, construction, sale, management and transfer) Act 1963 (hereinafter referred to as the 'said Act') and the Purchaser is satisfied about the marketable title of the Promoters/Vendors/Developers herein to the said land/property.

AND WHEREAS the Purchaser herein has satisfied himself about the clear and marketable title of the Promoters/Vendors/Developers hereinto the said land/property and all the documents provided by the Promoters/Vendors/Developers herein to the Purchaser, and thereby Purchaser herein has asked to the Promoters/Vendors/Developers herein for sell/allotment and booking of a residential **FLAT No.**_____ on ____ **Floor** having total **Carpet area**_____, **Balcony**_____, **Terrace** _____, **Common Parking** _____, **Toilet area** _____, (hereinafter called the 'said Flat', which is more particularly described in **Schedule-II** of the property herein underwritten) in the building being constructed on the said land/property and agreed to purchase the same at and for the agreed price stated hereunder, subject to the terms and conditions appearing herein after.

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

1] **CONSTRUCTION AS PER SANCTIONED PLAN:-**

The Promoters/Vendors/Developers herein shall construct the building consisting of Flats/Terrace Flats/Shops on the above said land in accordance with the plans, designs and specifications approved by the Statutory Authority and with only such alteration, variations and/or modifications as the Promoters/Vendors/Developers herein may be

required or as may be required by an authority to be made in them or any of them.

Provided that the Promoters/Vendors/Developers hereinshall have to obtain the prior consent in written of the Purchaser in respect of any alteration, variations and/or modifications in the said plans, designs and specifications, of the structure described therein in respect of the said Flat.

2] TOTAL CONSIDERATION:-

The Allottee/s has/have 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 _____ only) in the following manner :

- i. Amount of Rs _____ (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii. Amount of Rs _____ (Rupees _____ only) (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 _____ (Rupees _____ only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs _____ (Rupees _____ only) (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 _____ (Rupees _____ only) (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 _____ (Rupees _____ only) (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 _____ (Rupees _____ only) (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 _____ (Rupees _____ only) 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 and upon the Allottee clearing all dues on account of deposits, interest costs, charges, damages or otherwise howsoever. **It is expressly agreed that for each of the above payments, time is the essence of the contract.**

Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2.2 As per prescribed guidelines under RERDA and RULES made thereunder, the Promoters shall receive the Periodical Work Stage Completion Reports from the Project Architect and Project Engineers. Based upon their Certificates and Ratification, the Promoters shall raise the above mentioned Installments of Consideration and accordingly issue a Payment Demand Notice for demanding the due installment from the Allottee. The Allottee agreed to pay the due installment within 07 days from the receipt of said Installment Payment Demand Notice, without any delay or demure.

2.3. The Total consideration 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 be applicable on subsequent payments.

The Allottee shall make payment to the Promoters by Demand Draft or Local Cheques or an Authenticate mode of Money Transfer like RTGS or Online Money Transfer. If the Allottee makes the payment by outstation cheques, then the date of payment shall be treated as and when the amount is duly credited to the account of the Promoters and to the extent the amount as is left for the credit after deduction of the commission/service charges of the bank, if any. It is well accepted by the Apartment Allottee/s that STAMP DUTY,

REGISTRATION CHARGES, LOCAL BODY TAX, VALUE ADDED TAX, PROPOSED GOODS AND SERVICE TAX (if made applicable on transaction under this Agreement), or any such Proposed Tax, Duty levied by the Local Body / State Government / Central Government upon transaction of Sale under this Agreement and miscellaneous expenses for this Agreement along with present and future applicable taxes, fines, charges and surcharges, if any, as may be made applicable and payable at the time of execution of these presents and in future after execution of this agreement, shall be exclusively borne / paid by the Allottee/s, on their own, without any delay or demure.

3] **TAXES:-**

- a) The Purchaser hereby agrees that, the Purchaser shall be responsible and liable to pay both VAT (under Maharashtra Value Added Tax Act) and Service Tax and/or such other levies, statutory charges etc., as may be applicable on transfer and sale of said Flat by Promoters/Vendors/Developers hereinto the Purchaser. The Purchaser shall also be liable to pay interest/penalty/ loss incurred to Owner-Promoter/Vendor on account of the Purchaser's failure and/or delay to pay the VAT/ Service Tax and/ or such other levies, statutory charges etc. within 7(seven) days of being called upon by Owner-Promoter/Vendor, without assigning any reasons for the same.
- b) The Purchaser hereby agree that the Purchaser shall be liable to pay any taxes, levies, statutory charges imposed by Appropriate Authorities applicable to the transfer and sale of said Flat with retrospective effect, and if any recovery proceedings in consequence thereof are initiated.
- c) It is further agreed by the Purchaser that the Purchaser shall before registration of this deed pay the requisite amount of Value Added Tax, Service tax and any other tax (if applicable) for construction/sale of the Flat to Owner-Promoter/Vendor.
- d) In addition to the above, the Purchaser further agrees to pay Goods and Services Tax (GST) upon effective introduction of GST in India in lieu of VAT and Service Tax by the Government of India as may be applicable on the transaction of transfer and sale of said Flat by Promoters/Vendors/Developers hereinto the Purchaser.

4] **DEFAULT:-**

The Purchaser hereby expressly agree to pay the entire consideration in respect of the said Flat to the Promoters/Vendors/Developers herein as per the schedule mentioned above and payable under the terms of this Agreement as and when become due and payable. Time is the essence of contract. If In case, the Purchaser fails to pay due installments within the stipulated period, then Purchaser shall be liable to pay in lieu of interest at 18% p.a., on all the amounts or any amount due and payable by the Purchaser under this Agreement if any such amount remains unpaid beyond 7 days after its becoming due and payable. The Promoters/Vendors/Developers herein shall have discretion to terminate this Agreement and to issue a notice to that effect to the Purchaser.

If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rules, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s 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/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter. Provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoters under this Agreement nor shall it be construed as condonation of the delay by the Promoters. The amount of interests on delayed payments shall be informed to the Allottee/s on specified Payment Installments or before the completion of the said Apartment. The amount of interest shall be calculated by the Promoters as agreed under this Agreement and the Allottee/s has agreed to pay the same before receiving the possession of the said Apartment, without any delay or demure. It is well understood and acknowledged by the Apartment Allottee/s that the delay in payment on part of Allottee/s, in paying all such charges and amounts shall ipso-facto extend the construction schedule of subject Apartment and which is going to extend the period of Possession of said Apartment and for such

period for delay of possession due to delay in payments by the Allottee/s, shall be considered as default on part of the Apartment Allottee/s and **the Apartment Allottee/s shall be solely responsible and liable for such issue of delay in possession on his/her/their own default for timely payments.**

As a contractual obligation, the Allottee/s shall not be entitled to claim or demand possession, without paying said amount/s along with applicable interests, if any, thereon entirely. If any amounts found to be unpaid balance, then the Promoters has absolute right to demand the same from the Allottee/s, after handing over the possession of the said Apartment to Allottee/s. Such unpaid balance amounts shall be considered as lien / Charge over the said Apartment, till unit Allottee/s pays the same entirely and in such situation the Promoters shall have lawful right to recover the same along with expenses required, from the Competent Court of Law of appointed Authority under prevailing Laws.

Without prejudice to the right of promoter to charge interest in terms mentioned above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other entire outgoings agreed under this Agreement) and on the allottee committing three defaults of payment of installments, 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 by forwarding E-mail at the e-mail address provided by the Allottee in this Agreement, 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 agreed liquidated damages i.e. Rs. 1,00,000/- or any other amount which may be payable to Promoter) within a period of THIRTY DAYS of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5] **TITLE:-**

The Purchaser has fully satisfied him/her/themselves prior to the execution of this Agreement about the title of the Promoters/Vendors/Developers hereinin respect of the said Flat and the said land, and the said land is free from encumbrances and the Promoters/Vendors/Developers hereinhas a good, clean and marketable title, right and interest to the same.

As such no further quarries shall be raised by the Purchaser on account of title of the Promoters/Vendors/Developers hereinto the said Flat or to the said land and any installments towards consideration shall not be withheld by the Purchaser on account of alleged defect in the right, title and interest of the Promoters/Vendors/Developers hereinto the said land.

6] **POSSESSION:-**

- a) The Promoters/Vendors/Developers hereinshall give possession of the said Flat to the Purchaser on or before _____. If the Promoters/Vendors/Developers hereinfails or neglects to give possession of the said Flat to the Purchaser on account of reasons beyond the control of the Promoters/Vendors/Developers hereinand its agents as per the provisions of section 8 of the said Act, by the aforesaid date or the date or dates prescribed in section 8 of the said Act, then the Promoters/Vendors/Developers hereinshall be liable on demand by the Purchaser to refund to the Purchaser the amounts already received by it in respect of the said Flat (but excluding the amount of interest paid by

the Purchaser for delayed payment of any instalment or other payments), with simple interest at 9% (nine percent) per annum, from the date/s the Promoters/Vendors/Developers hereinreceived the amounts till the date the amounts and interest thereon are repaid, provided that by mutual consent it is agreed that any dispute as to whether the stipulations specified in section 8 of the said Act have been satisfied or not, will be referred to the Competent Authority as specified in the said Act, who will act as the Arbitrator. Till the entire amount and interest thereon are refunded by the Promoters/Vendors/Developers hereinto the Purchaser, they shall, subject to prior encumbrances if any, be a charge on the said Flat as well as the construction or building in which the said Flat is situated or was to be situated.

PROVIDED THAT the Promoters/Vendors/Developers hereinshall be entitled to 6 (six) months extension of time for giving delivery of the said Flat after the aforesaid date, if the completion of the said building in which the said Flat is to be situated is delayed on account of all or any of the following reasons:-

- (i) Non-availability of steel, cement, other building materials, water or electric supply;
- (ii) War, civil commotion or act of God;
- (iii) Any legislation, ordinance, notice, order, rule, notification or directive of the Government and/or any local or public body or authority or any other competent authority or Court or Tribunal or any quasi-judicial body or authority;
- (iv) Force majeure circumstances or conditions, or other causes beyond the control of or unforeseen by the Promoter, including strikes or other agitation by the workers, employees or labourers of the Promoter or the contractors or suppliers; and/or
- (v) Delay in issue of the Occupation Certificate, Completion Certificate and/or any other Certificate as may be required in respect of the said building, by the said local authority or any other concerned authority.
- [vi] Changes in any rules, regulations and bye-laws of various statutory bodies and authorities from time to time then affecting the development and the scheme.
- [vii] Delay or default in payment of dues by the Flat purchaser under this presents (without prejudice to the right of

Promoters/Vendors/Developershereinto terminate this agreement under clause-4 above).

- b) Under no circumstances the possession of the said Flat shall be given/handed over by the Promoter/ Vendor to the Purchaser unless and until all payments in full required to be made by the Purchaser under this agreement have been made by him to the Owner-Promoter/Vendor.
- c] The Purchaser shall check-up all the facilities provided in the said flat, before accepting possession of the same. Thereafter, the Purchaser shall have no claim against the Promoters/Vendors/Developers hereinin respect of any item or work carried out in the said flat or in the said building or in the said scheme, which may be alleged not to have been carried out and/or completed and/or being not in accordance with the specification and/or this agreement and/or otherwise in relation thereto.
- d) Upon receiving a written intimation from the Promoter as per this clause, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee/s. In case the Allottee fails to take possession within the time provided herein, the Allottee/s shall continue to be liable to pay maintenance charges as applicable. Upon accepting the possession of subject Apartment, the Allottee/s agrees to pay the management and maintenance charges as determined by the Promoter or association / society of allottees, as the case may be.

Provided that, if within a period of FIVE years from the date of handing over of possession of the said Apartment/s to the Allottee/s the, if Apartment Allottee brings to the notice of the Promoters, any structural defect or any other defect in workmanship (except normal wear and tear of plaster coat, due to thermal changes, which never be considered as defect), quality or provision of services or any other obligation of the promoter as per this Agreement, the same shall be rectified by the Promoters at their own cost and within 30 days and in case it is not possible to rectify such defects then, the Allottee/s shall be entitled to

receive from the Promoters reasonable compensation, as may be calculated and decided by the Project Architect for such defect. Provided further that it is agreed that the prescribed liability period under this agreement shall be deemed to have commenced from the date on which the Promoters has given the necessary intimation about giving possession of the said Apartment under this clause.

Once the Apartment is ready for use and occupation, the Allottee/s shall be solely liable to pay for the management and maintenance cost for said Apartment and the Property and other taxes, as may be made applicable by the concerned local authority. If, the maintenance charges are taken in advance by the promoter, for any specified period, then the promoter shall be entitled to use the same against said Apartment/s, as per descriptions enumerated in this Agreement.

However if the Apartment Allottee/s makes any changes/alterations/additions in the said Apartment (with or without consent of the Promoter) or cause leakages or cracks or other structural damages during this period, which affects the said Apartment/s or the other Apartment or Apartments in the said Project building directly or indirectly, the Allottee/s has/have to rectify the same at his/her/their own responsibility and costs and the Promoters shall not be then held anyway liable for such defect liability as contemplated in these presents or under said act and rules and further the Allottee/s shall be liable to the other unit Allottee/s whose premises have been damaged due to such changes, alterations, leakages etc. together with cost, interest and damages.

Provided that, within the Project wherein glass / delicate railings / doors / partitions are provided (if any), and if any damage to such glass / delicate railings / doors / partitions is caused by the occupants/ residents of the said Apartment/s, the same shall be replaced immediately by the occupants /residents of the said Apartment/s. Moreover, if any accident or mishap takes

place / happens due to such damage to the glass / delicate railings / doors / partitions, the Promoters shall not be held responsible for any such accident or mishap.

7] **USE OF THE SAID FLAT:-**

The Purchaser hereby expressly agrees to use the said Flat only for the purpose of residence and not for any other purpose. The Purchaser hereby expressly further agrees that the Purchaser shall not carry out any commercial activity in any manner, in the said Flat.

8] **ADJACENT TERRACE:- (if applicable)**

The Promoters/Vendors/Developers hereinhas agreed to grant exclusive right in respect of adjacent terrace, in favour of the Purchaser herein and the said adjacent terrace shall be treated as restricted area, as defined in the Maharashtra Ownership Flats Act. None of the other Purchaser shall be entitled to claim any rights in whatsoever manner, in respect of the said adjacent terrace.

9] **TOP TERRACE:-**

Top terrace of the said buildings shall remain in common amongst all thePurchaser's of the flats in the said building. Top terrace will be used for the common purpose as permissible in law and none of the Purchaser shall be entitled to claim any exclusive right, in respect of the top terrace.The Promoters/Vendors/Developers hereinshall be entitled to fix neon signs advertisement board on the top terrace and the Purchaser/proposed Organization shall not raise any objection for the same.

10] **SPECIFICATIONS:-**

The fixtures, fittings and amenities to be provided by the Promoters/Vendors/Developers hereinin the said Flat and in the said building are those that are set out in **Annexure "A"** hereto.

11] **COMMON AREAS:-**

a) The Purchaser hereby agree that, the Promoter/Vendor has permitted to commonly use the common areas and facilities of the

said scheme to the all Purchasers, the said common areas and facilities are as follows:-

- i] Partition walls between the two flats.
 - ii] Staircases leading from ground floor to upper floors and landing space.
 - iii] Path leading to the staircase on the ground floor
 - iv] Common drainage and waterlines.
 - v] Common ground water storage tanks and overhead water reservoirs and plumbing network, pump sets, motor, meters etc
 - vi] Electrical Meters and Transformers, wires etc.
 - vii] Upper Floor common Terrace area.
 - viii] Common Parking only for TWO Wheelers.
 - ix] Compound walls, fencing and the gates.
 - x] Land around buildings and open areas.
- b) The Purchaser shall not have any claim, right or interest in respect of any common areas, amenities and facilities whatsoever in the said building, including the common areas, save and except the right of user thereof hereby expressly given to the Purchaser in respect thereof, and all such common areas, amenities and facilities shall remain the property of the Promoters/Vendors/Developers hereinuntil the Deed of Conveyance/Transfer is executed in favour of the said Organization/Society as mentioned herein.
- c) The common areas, amenities and facilities in the said building, shall be used in a reasonable manner and only for the purposes for which the same are provided, and the same shall be used in accordance with the rules and regulations as may be framed in this regard by the Promoters/Vendors/Developers hereinor the said Organization/Society.
- d) The Purchaser shall not use the common areas, amenities and facilities, or permit the same to be used for any purpose other than the purposes for which the same are intended, and the Purchaser shall not commit any nuisance or do anything, which may cause disturbance or annoyance to the owners/occupants of the buildings.

12] **OTHER CHARGES AND MAINTENANCE:-**

- a) The Purchaser hereby expressly agrees to pay following charges to the Promoters/Vendors/Developers herein at the time of execution of this deed.

Sr. No	Amount Rs.	Particulars
A)	_____-/-	Towards Expenses for formation & registration of Society.
b)	_____-/-	Towards Expenses for first one year maintenance and M.S.E.B charges & Development Charges.
	_____-/-	TOTAL RUPEES ONLY _____

- b) The Allottee/s along with other Allottee/s of the Project Building shall join in forming and registering a Condominium of Apartment Holders / Society / Company etc. to be known by Project name as prescribed by the Promoters, as per provisions laid under the applicable Act and Rules made thereunder and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of such prescribed entity and for becoming a member, including the bye-laws of the proposed Apartment Association / Society / Company and duly fill in, sign and return to the Promoters within 07 days of the same being forwarded by the Promoters to the Allottee/s so as to enable the Promoters to register the said association / organization / company etc. of the Allottee/s under said Act within the time limit prescribed. No objection shall be taken by the Allottee/s if any changes or modification are made in the draft byelaws or the Memorandum and/or Articles of Associations as may be required, as the case may be, or any other Competent Authority.

- c) The Purchaser hereby agree that in the event of any amount by way of premium to the Municipal Council or the State Government or any other tax or payment of a similar nature becoming payable by the Promoters/Vendors/Developers herein the same shall be reimbursed by the Purchaser to the Promoters/Vendors/Developers herein in proportion to the area of the Flat agreed to be purchased by the Purchaser and in determination of such amount the decision of the Owner-Promoter/Vendor shall be final, conclusive and binding upon the Purchaser.
- d) That in case any additional Security Deposit or any other charges are demanded by the Municipal Council or said Electricity Board or concerned Authority before giving water and electric connection respectively to the said building the Purchaser shall contribute proportionately toward the payment of the said deposit & such proportion shall be determined by the Owner-Promoter/Vendor.

13] **FIRST LIEN OF THE OWNER-PROMOTER/VENDOR:-**

The Promoters/Vendors/Developers herein shall in respect of any amount to be paid by the Purchaser under the terms and conditions of this agreement have first lien and charge on the said Flat agreed to be purchased and acquired by the Purchaser.

14] **PURCHASER'S COVENANTS:-**

The Purchaser for himself and with intention to bring all persons into whose hands the said Flat may come, doth hereby covenants with Promoters/Vendors/Developers herein as follows:-

- a) To maintain the said Flat at the Purchaser's own cost and keep it in good tenable repairs and condition from the date of taking possession of the said Flat and shall not do or suffer to be done anything in or to the building in which the said Flat is situated, staircase or any passages which may be against the rule, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the building in which the said Flat is situated and in the said Flat itself or any part thereof.
- b) Not to store in the said Flat 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 said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the said Flat is situated, including entrances of the building in which the said Flat is situated and in case any damage is caused to the building in which the said Flat is situated or to the said Flat on account of negligence or default of the Purchaser in this behalf, the purchaser shall be liable for the consequences thereof.
- c) To carry, at his own cost, all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoters/Vendors/Developers herein to the Purchaser and shall not do or

suffer to be done anything in or to the building in which the said Flat is situated or to the said Flat which may be in breach of the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- d) Not to demolish or cause to be demolished the said Flat 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 said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat is situated and shall keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereto in good tenantable repairs and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat is situated and shall not chisel or in any other manner do damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Flat without the prior written permission of the **Promoters/Vendors/Developers herein** and/or the Society.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the building in which the said Flat is situated.
- g) The Purchaser shall not let, sublet, transfer, assign or part with the Purchaser's interest in or benefits of this Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser to the **Promoters/Vendors/Developers herein** under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the **Owner-Promoter/Vendor**, of his said intention.
- h) The Purchaser shall observe and perform all the rules and regulations which the Society 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 building and the flats 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 Purchaser shall also observe and perform all the stipulations and conditions lay down by the Society, regarding the occupation and use of the said Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- i) Till a deed of conveyance of the land and the building in which the said Flat is situated is executed the Purchaser shall permit the **Owner/Promoter-Vendor** and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.
- j) The Purchaser shall not use the said Flat for any purpose other than the purpose for which the said Flat is agreed to be purchased and acquired by them except with the prior written permission of the **Owner-Promoter/Vendor**. The Purchaser shall use the parking space if any allotted to him only for the purpose of keeping or parking the Purchaser's own vehicle.

15] **ADDRESS FOR SERVICE :-**

All letters, receipts, and/or notices issued by the Promoters/Vendors/Developers hereindispatched under by Reg.A.D or by courier to the address mentioned below will be sufficient proof of receipt of the same by the Purchaser and shall comply and effectually discharge the Owner-Promoter/Vendor.

16] **WAIVER:-**

Any delay tolerated or indulgence shown by the Promoters/Vendors/Developers hereinin enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance or giving of time to the Purchaser by the Owner-Promoter/Vendor, shall not be treated/construed as a waiver on the part of thePromoters/Vendors/Developers hereinof any breach, violation, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement by the Purchaser, nor shall the same in any manner prejudice the rights of the Owner-Promoter/Vendor.

17] **NO GRANT, DEMISE OR ASSIGNMENT OF THE UNIT:-**

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 or of the said land and buildings or any part thereof. The Purchaser shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him towards all common areas, amenities and facilities etc.

18] **ORGANISATION:-**

The Purchaser along with other purchasers of flats in the building shall join in forming and registering a Co-operative Housing Society or organisation to be known by such name as the Promoters/Vendors/Developers hereinmay decide and which will be approved by the Registrar of Co-operative Societies or concern authority, and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the society and for becoming a member, including the bye-laws of the proposed Society or organisation and duly fill in, sign and return to the Promoters/Vendors/Developers hereinwithin 30 days of the same being forwarded by the Promoters/Vendors/Developers hereinto the Purchaser, so as to enable the Promoters/Vendors/Developers hereinto register the Society or organisation of the Purchasers under section 10 of the said Act within the time limit prescribed by rules of the Maharashtra Ownership Flats (Regulation of the Promotion of construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies as the case may be, or any other Competent Authority. This

agreement shall be treated as an application by the Purchasers for the allotment of shares of membership of the Society or the organisation.

19] **CONVEYANCE:-**

The Promoters/Vendors/Developers herein shall execute a conveyance, assignment of the said plot of land and the Flats constructed thereon in favour of the said society or organization as the case may be, within twelve months from the formation and registration of the said society or organization as the case may be or from the date on which the flats intended to be put up on the said land is completed and is ready and possession of all the tenements therein is given to the respective Purchasers thereof paid and have received full consideration equivalent to the total of the sale price payable by all the flat holders as per their respective agreements.

PROVIDED THAT the Purchaser/s shall pay to the Promoters/Vendors/Developers herein his/her/their/its share of the stamp duty and registration fees payable in respect of the Deed of Conveyance/Transfer of the said land and the new buildings and structures constructed thereon and all other related/incidental deeds, documents, instruments and writings, to be executed by the Promoters/Vendors/Developers herein in favour of the said Organization/Society.

If the said land and the new buildings and structures are submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970, then the Purchaser shall bear and pay the stamp duty and registration fees payable in respect of the Declaration, and the Deed/s of Apartment of the said Flat to be executed in his/her/their/its favour.

It is expressly clarified, agreed and understood that if the amounts deposited by the Purchaser/s hereof towards payment of the stamp duty and registration fees payable in respect of the Deed of Conveyance/Transfer or the Declaration and Deed/s of Apartment, is found to be insufficient for this purpose for any reason, the Purchaser shall within 7(seven) days from receiving the written intimation in this regard from the Promoters/Vendors/Developers herein or the said Society/Organization, pay the balance amount payable towards such stamp duty & registration fees to the Owner-Promoter/Vendor or the said Society/Organization, (as the case may be). Unless prevented by circumstances beyond the control of the Promoters, it is agreed that the said property or any part thereof along with building being constructed or to be constructed thereon shall be submitted to the provisions of Maharashtra Apartment

Ownership Act, 1970 or to form a Co-Operative Housing Society as may be prescribed under provisions of said MOFA, and Unit/apartment and SHALL BE CONVEYED BY THE OWNERS AND THE PROMOTERS HEREIN within one month from the completion of the project

In case the Deed of Conveyance / Declaration is executed in favour of the Society / Apex Body / Ultimate Body, as mentioned above and before the disposal by the Promoters of all the Apartments and other premises in the said Project, then and in such case the Promoters shall join in as the Promoter / Member in respect of such unsold Apartments and as and when such Apartments are sold, to the persons of the choice and at the discretion of the Promoters, (where the realizations belonging to the Promoters alone), the Society / Ultimate body shall admit as members the Allottee/s of such Apartments without charging any premium or any other extra payment or charges.

20] **RIGHTS OF ADVERTISEMENT:-**

The Promoters/Vendors/Developers herein shall have a right to fix their advertisement board, may be in any form, such as neon signs etc. and the Promoters/Vendors/Developers herein shall be absolutely entitled to fix or erect the same in any part of the said land or proposed scheme and the Purchaser herein shall not raise any objection for the same. The Promoters/Vendors/Developers herein shall be entitled to fix neon signs advertisement board on the top terrace and the Purchaser/proposed Organisation shall not raise any objection for the same. The Purchaser or their proposed organisation shall not be entitled to claim any charges on this account from the Owner-Promoter/Vendor.

21] **PROMOTER/VENDORS/DEVELOPERS EXCLUSIVE RIGHT:-**

It is hereby made clear that furniture lay-out, color scheme, specifications, amenities and facilities, elevation treatment, trees, garden, lawns etc. shown on the pamphlet brochures, literature, film, hoardings, web site and any other promotional medias are shown only for advertisement and the same identical

features are not agreed to be provided by the Promoters unless specifically mentioned and agreed in this Agreement. The balconies as shown in the sanctioned plan or pamphlet may be either kept as balconies or may be enclosed at the discretion of the Competent Development Authority and, subject to approval of Development Authority. Thence it is specifically understood by the Apartment Allottee/s that the brochure's, advertisements published by the Promoters from time to time in respect of the said project is just an photographic advertisement material and contains various features such as furniture layout in the tenement, vegetation and plantations shown around the building/schemes, vehicles etc. to increase the aesthetic value only and are not facts, against which amounts are charged under this Agreement. These Photographic features/amenities are not agreed to be developed/provided unless specifically mentioned and agreed in this Agreement. Also Promoters has discretion to alter and cancel the amenities provided in the brochure/sample Apartment without assigning any reason therefor. In case of any delay in providing any of the common amenities mentioned herein due to unforeseen difficulties or development of the project in various phases, the Allottee/s undertakes, not to raise any objection and claim compensation, damages etc. for such delay, if caused. Also any oral dialogue with any representative of the Promoters, as to any fact, shall not be considered as legal offering/commitment. This agreement supersedes and nullifies all other offers, representations and this point is clearly and expressly understood and agreed by the Allottee/s, without requiring any further explanation for the same.

- a] The Promoters/Vendors/Developers herein shall be fully entitled and at liberty to sell any of the Flat to any person or persons of their choice and that the Purchaser shall not raise any type of objection/s whatsoever in the dealings of the Promoters/Vendors/Developers herein with any of the other Purchaser of the remaining Flat.
- b] The Promoters/Vendors/Developers herein specifically reserves its right to offer the said land along with the construction thereon or any part thereof (save and except the said Flat), as security (including by way of a mortgage or charge) to any credit/financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the Owner-Promoter/Vendor, & the Purchaser has given & granted his/her/their/its specific & unqualified consent & permission to the Promoters/Vendors/Developers herein for doing the same.
- c] The Promoters/Vendors/Developers herein specifically reserves its right to the said land along with the construction thereon or any part thereof (save and except the said Flat) to utilize the same for purpose of development or accumulate adjacent land by the Owner-Promoter/Vendor, & the Purchaser has given & granted his/her/their/its specific & unqualified consent & permission to the Promoters/Vendors/Developers herein for doing the same and that the Purchaser/proposed Organization shall not raise any type of objection/s vis-à-vis the same.

22] **UNSOLD UNITS:-**

In the event of the society or organization being formed and registered before the sale and disposal by the Promoters/Vendors/Developers herein of all the flats in the said scheme, the powers and authority of the society or organization so formed shall be subject to the overall authority and control of the Promoters/Vendors/Developers herein over all or any of the matters concerning the said Flat and completion thereof and all amenities pertaining to the same and in particular the Promoters/Vendors/Developers herein shall have absolute authority and control as regards the unsold premises and the disposal thereof. The Promoters/Vendors/Developers herein shall not be liable to share the maintenance charges and electricity charges in respect of the unsold Flat/s. The Promoters/Vendors/Developers herein will bear the taxes payable to local governing authority, in respect of unsold tenements, if any, payable till all such unsold Flats are sold.

23] **NAME OF THE SCHEME:-**

The name of the said scheme/Building shall be **“RMK-NATURE’S CLASSIC”** and the Purchaser and/or other Purchasers of the flats and/or the society as the case may be shall not be entitled to change the name of the scheme, the name of the society shall also include the words **“RMK-NATURE’S CLASSIC”**.

24] **F.S.I. (FLOOR SPACE INDEX):-**

The Promoters/Vendors/Developers herein, is absolutely entitled to utilize/consume the entire FSI (Floor Space Index) in respect of the said land. The Promoters/Vendors/Developers herein shall be entitled to use and consume the entire available FSI, that may be available in future on any account and separate consent of the Purchaser for the same will not be required. In short, the Promoters/Vendors/Developers herein shall be absolutely entitled to use and consume available FSI in respect of the said land, on any account without obtaining consent of the Purchaser.

25] **T.D.R. (TRANSFERABLE DEVELOPMENT RIGHTS):-**

If TDR is permissible to be consumed on the said land at any time, the Promoters/Vendors/Developers herein shall be entitled to purchase TDR at their own cost and also to consume the same by constructing premises on any part of the said land or even on the existing buildings and the Owner-Promoter/Vendor shall also be entitled to sell premises to different persons on Ownership basis and the Purchaser shall not raise any objection for the same. The Owner-Promoter/Vendor shall be absolutely entitled to submit revised building plans to appropriate authority in order to consume TDR and shall be entitled to obtain necessary sanction for the same from appropriate authority and no separate consent of the Purchaser shall be required for the same. The Promoters/Vendors/Developers herein shall also be entitled to construct premises in order to consume TDR even after completion of the buildings and the Purchaser shall not raise any objection for the same and no separate consent of the Purchaser is required.

26] **EXPRESS CONSENT OF THE PURCHASER FOR ADDITIONAL CONSTRUCTION OR TO MAKE CHANGES IN SANCTIONED BUILDING PLAN :-**

- a) The Purchaser hereby agrees that the Promoters/Vendors/Developers herein shall be absolutely entitled to revise the building plan from time to time on any account, as mentioned earlier, may be on account of additional FSI or on account of consumption of TDR etc., and the Purchaser shall not raise any objection for the same nor separate consent of the

Purchaser shall be required. The Purchaser hereby expressly further agree that, even if the Purchaser is in possession of the Flat agreed to be sold to the Purchaser by virtue of this Agreement, then also separate consent of the Purchaser in order to obtain sanction to the revised building plan on any account, shall not be required and similarly, the Purchaser shall not raise any objection in order to carry out additional construction by the Promoters/Vendors/Developers hereinon account of revised sanctioned building plan or sell the T.D.R. In short, the Purchaser hereby expressly agrees that the Promoters/Vendors/Developers hereinshall at all the time be entitled to revise the building plan, on any account and accordingly, shall be entitled to carry out construction and the Purchaser/Proposed Organization shall not raise any objection nor separate consent of the Purchaser shall be required. The Owner-Promoter/Vendor shall be absolutely entitled to sell or transfer premises constructed due to availability of such additional FSI, or due to availability of TDR, in any manner and at any consideration and the Purchaser herein, shall not raise any objection for the same nor shall the consent of the Purchaser be required.

- b) The Purchaser shall not be entitled to raise any objection or claim, any reduction in price of the said Flat agreed to be acquired by him and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever.
- c) The Purchaser agree and undertake to permit and give the Promoters/Vendors/Developers hereinall facilities for making any additions, alterations, or to put up any additional structures or floors, on the said plot, even after the Co-operative Housing Society is formed and registered and the said plot and the building constructed thereon is transferred in favour of the proposed society. The Purchaser agree and undertake not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons.
- d) The Purchaser shall not be entitled to any rebate and/or concession in the price at his/her Flat on account of the construction of additional floor/s and or any other building and/or structure and/or the changes, alterations and additions made in the building or buildings or structures without changing location, size, shape, areas and specifications of the said Flat or on account of any advertisement hoarding satellite etc., put up on the said plot and/or on the building.

The Promoters/Vendors/Developers hereinhereby agrees to provide certain electronic equipments by way of facilities to the said Flat/to the proposed building, such as Lift, Generators etc. The Promoters/Vendors/Developers hereinshall try to provide all the said equipments of standard company. However, the Promoters/Vendors/Developers hereinshall not be held responsible or liable for the performance of such equipments as well as for maintenance of such equipments. In case of any failure in the performance of such equipments as well as for maintenance of such equipments, the Owner-Promoter/Vendorshall not be held responsible or liable for the same, in any manner. Similarly, the Promoters/Vendors/Developers hereinshall not be held responsible or liable for maintenance charges of such equipments. In short, the Promoters/Vendors/Developers hereinhas merely agreed to provide such equipments at their own cost, but the Promoters/Vendors/Developers hereinshall not be held responsible or liable for the performance of such equipments or failure of such equipments as well as maintenance of any of such equipments.

28] **GOVERNING LAW:-**

This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act 1970, Maharashtra Ownership of Flats Act, 1963 or Maharashtra Co-op Societies Act, 1960 and the rules made there under.

29] **REGISTRATION:-**

The Promoters/Vendors/Developers hereinhave made it known to the Purchaser that this document is compulsorily registerable and Promoters/Vendors/Developers hereinafter due execution has handed it over to the Purchaser at their instance to present and get it registered.

30] **EXPENSES:-**

All the expenses for the execution and registration of these presents, viz., stamp duty, registration fees, miscellaneous charges are incurred and paid by the Purchaser.

31] **INDEMNITY:-**

The Purchaser is/are aware and understand that the Promoters/Vendors/Developers hereinhas entered into this transaction and has agreed to sell the said Flat to the Purchaser, relying solely on the Purchaser agreeing, undertaking and covenanting to strictly observe, perform, fulfil and comply with all the terms, conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on the part of the Purchaser to be

observed, performed, fulfilled and complied with, and therefore, the Purchaser hereby jointly and severally (as the case may be) agrees, undertake and covenant to indemnify, save, defend and keep harmless at all times hereafter, the Promoters/Vendors/Developers herein and its successors and assigns, from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties, which they or any of them may have to bear, incur or suffer, and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser.

The Parties hereto confirm that the Allottee/s has agreed to Purchase the said Apartment as an Investor / Investment Purpose and hence the Allottee/s reserve his/her/their right to claim stamp duty set off / adjustment of the amount already paid on these presents (if provided by such competent authority) in the event the Allottee/s resells the said unit to subsequent Allottee/s.

32] **ANNEXTURE:-**

The Promoters/Vendors/Developers herein has annexed herewith the following Annexures to this Agreement and marked as **Annexure A, B, C, D, E, and F** respectively

- A.** Specifications and amenities
- B.** Floor plan of the said unit
- C.** Certificate of Title
- D.** 7/12 extract
- E.** Commencement Certificate/Permission for Construction.
- F.** Sanction Building Plan.

THE SCHEDULE-I

(OF THE PROPERTY ABOVE REFERRED TO)

THE SCHEDULE-II

(OF THE RESIDENTIAL FLAT ABOVE REFERRED)

RESIDENTIAL FLAT No. _____ on _____ **Floor** having total Carpet area admeasuring _____quare Sq. Mtrs + Terrace area admeasuring _____quare Sq. Mtrs + Common Parking admeasuring _____quare Sq. Mtrs + Toilet admeasuring _____quare Sq. Mtrs + Balcony admeasuring _____quare Sq. Mtrs + Common Passage in the Scheme known as “_____” to be constructed on the above said non agriculture land described in the Schedule-I written hereinabovealong with the right to use common areas and facilities as stated hereinabove.

As shown in the plan annexed herewith marked with **RED** color boundary line.

IN WITNESS WHEREOF, the parties hereto have signed hereunder at place and on the date first above mentioned.

OWNER-PROMOTER/VENDOR				
Sr. No	Name	Photo	Thumb	Sign
1				
PURCHASER				

Sr. No	Name	Photo	Thumb	Sign
1]	_____			

WITNESSES

1]

Name:

Address:

2]

Name:

Address:

RECEIPT

RECEIVED of and from the within named Purchaser to the Promoter-Vendor of
Rs. _____/- (RUPEES _____ ONLY) out of total consideration
amount as follows:-

Sr. No.	Amount Rs. Ps.	Particulars
1]	-----	(Rupees ----- only) paid by the Purchaser to the Owner/Promoter-Vendor towards booking amount by cheque bearing no. _____ on //201 drawn on Bank, Pune branch.
2]	-----	(Rupees ----- only) paid by the Purchaser to the Owner/Promoter-Vendor towards booking amount by cheque bearing no. _____ on //201 drawn on Bank, Pune branch.
3]	-----	(Rupees ----- only) paid by the Purchaser to the Owner/Promoter-Vendor towards booking amount by cheque bearing no. _____ on //201 drawn on Bank, Pune branch.
4]	-----	(Rupees ----- only) paid by the Purchaser to the Owner/Promoter-Vendor towards booking amount by cheque bearing no. _____ on //201 drawn on Bank, Pune branch.
5]	-----	(Rupees ----- only) paid by the Purchaser to the Owner/Promoter-Vendor towards booking amount by cheque bearing no. _____ on //201 drawn on Bank, Pune branch.
6]	-----	(Rupees ----- only) paid by the Purchaser to the Owner/Promoter-Vendor towards booking amount by cheque bearing no. _____ on //201 drawn on Bank,

		Pune branch.
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Sr. No.	Amount Rs. Ps.	Particulars
7]	-----	(Rupees ----- only) paid by the Purchaser to the Owner/Promoter-Vendor towards booking amount by cheque bearing no. _____ on //201 drawn on Bank, Pune branch.
Rs. =00		(TOTAL RUPEES _____ ONLY)

I SAY RECEIVED,

WITNESSES

1]

Name:

Address:

2]

Name:

Address:

ANNEXURE -A
SPECIFICATIONS