

Date: _____

PROVISIONAL ALLOTMENT LETTER

Name : _____
Address : _____

PAN : _____

Sub: Provisional Allotment of Flat No _____ admeasuring _____ sq.ft.
Carpet approximately equivalent to _____ sq.mtr.on _____ floor in _____
Wing in the Project Known as "**Sai Hills**" Situated at **S.N.15/1/1/8 & 15/1/1/9, At post- Mamurdi, Tal-Haveli, Pune-412101.**

Area : _____
Flat No : _____
Total Value: _____

Dear Sir,

1. With reference to your provisional allotment of the said Flat and upon you Handing over to us a cheque of Rs. _____ vide cheque No _____ dated _____, drawn on _____ bank towards the initial deposit, we acknowledge the receipt of the same.
2. It is agreed and understood that the allotment of the flat is only provisional.
3. You have also agreed and confirmed that you shall execute a written agreement for sale in respect of the said flat, subject to making payment of ten percent of the total value of the said flat (Plus applicable VAT, Service Tax, Stamp Duty, Registration, LBT, GST or any other Govt Levy as may be levied from time to time)
4. You are aware that we are entitled to develop and construct Residential / Commercial Complex as per the prevailing D C Regulation of **Pimpri Chinchwad Municipal Corporation (PCMC)** called "**Sai Saroj**" situated at **S.N.15/1/1/8 & 15/1/1/9, At post- Mamurdi, Tal-Haveli, Pune-412101.**

5. We also explained to you the phase wise development of the said property as and when permission would be available to us. We have also explained to you that the layout of the said property is subject to amendment and changes at our sole discretion and subject to final approval from concerned authorities with due respect to Real Estate Regulation Act, 2016.
6. The Total Consideration for the flat including covered parking space is _____. You hereby confirms the following schedule of the payment and will make the payment accordingly in time. Time being essence of payment, In case of any failure on your part to make payment as per the schedule given here in below we have a right to charge interest @ **SBI MCLR plus 2%** per annum on the due amount, till the date of actual payment from due date of payment together with interest thereon.
- i. Amount of Rs/-(.....) (not exceeding 10% of the total consideration) to be paid to the Promoter on or before the execution of Agreement
 - ii. Amount of Rs/-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
 - iii. Amount of Rs/-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Flat/Apartment is located.
 - iv. Amount of Rs/-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter in the following manner –
 - (a) 1st to 5th Slab---5% per slab
 - v. Amount of Rs/-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Flat/Apartment.
 - vi. Amount of Rs/-(.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat/Apartment.
 - vii. Amount of Rs/-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster,

elevation, terraces with waterproofing, of the building or wing in which the said Flat/Apartment is located..

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

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

• **Note-1:**

The Total above excludes Cost mentioned in clause no.9 & 10 below And Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat/Apartment.

• **Note-2:**

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

7. You have inspected the Approved plans and the Title documents of the Land; however we are entitled to modify the plans as required by PCMC subject to fulfilment of Real Estate Regulation Act,2016.
8. You also confirm that until the time of the agreement is executed, you shall not have any right, title interest in respect of the said flat and amount paid shall remain with us as non-interest bearing deposit.
9. You hereby also agree and confirm that Sum of Rs _____ is payable over and above the cost of the flat, towards maintenance charges for 24 months which shall be paid by you at the time of

possession plus service tax applicable at the time of possession, the maintenance will be applicable from the date of O/C certificate or possession for furniture work whichever is earlier.

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

Thanking you,

For M/S. Vighnaharta Promoters
Vighnaharta Promoter's


Partner

Authorized Signatory

I/we agree & confirm the same

(Name of The Customer)



AGREEMENT FOR SALE

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

BETWEEN

M/S. VIGHNAHARTA PROMOTERS

PAN: AANFV4320M

Registered Partnership Firm,
Having its Office at- Patil Wasti,
Mamurdi, Dehuroad, Pune - 412101.
Through its partners

Shri. SAGAR ARUN RAUT,

Age: 28 Years, Occupation: Business

R/ at: Mamurdi , Post-Dehuroad,
Pune - 412101.

PAN: AMXPR9406L

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

AND

1) Mr. -----,

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

PAN NO. -----,

2) Mrs. -----,

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

PAN NO. – -----,

Both R/ at: -----,

-----,

-----.

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

AND

Mrs. NIDHI SAKSENA

Age : 37 years, Occ. : Business,

R/at : Flat No.9-A, Kedarnath,

Anushakti Nagar. Mumbai- 400094

Pan No. AXNPS2658G.

Through Her Power of Attorney Holder

M/S. VIGHNAHARTA PROMOTERS

PAN: AANFV4320M

Registered Partnership Firm,

Having its Office at- Patil Wasti,

Mamurdi, Dehuroad, Pune - 412101.

Through its partners

Shri. SAGAR ARUN RAUT,

Age: 28 Years, Occupation: Business

R/ at: Mamurdi , Post-Dehuroad,

Pune - 412101.

PAN: AMXPR9406L

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

WHEREAS the present Consenting Party are the owner, well seized and possessed of or otherwise and sufficiently entitled to all that piece and parcel of land bearing Survey No. 15, Hissa No. 1/1/8, admeasuring area 3225 Sq.Ft. out of total area admeasuring about 0 Hectar 5 Aar And land bearing Survey No. 15, Hissa No. 1/1/9, admeasuring area 3225 Sq.Ft. out of total area admeasuring about 0 Hectar 5 Aar totally area admeasuring about 6450 Sq.Ft. situated at Village Mamurdi, Taluka Haveli, District Pune and within the limits of Pimpri Chinchwad Municipal Corporation and with the jurisdiction of the Registration District of Pune and Sub-District of Sub-Registrar at Haveli, Pune more particularly described in the schedule I written herein under and hereinafter referred to as the said Land.

AND WHEREAS Previously that Survey No. 15, Hissa No.1/1, owned by Harinandan Prasad Sinha. That Harinandan Prasad Sinha sold and conveyed area admeasuring 00H. 5 Ares out of Survey No. 15, Hissa No. 1/1, to K. G. Vijaykumar by Sale Deed dated 23/05/1984. And as per Mutation Entry No. 899 that Survey No. 15, Hissa No.1/1, is divided and names of the purchasers i.e. K. G. Vijaykumar recorded on 7/12 extract of Survey No. 15, Hissa No.1/1/8. But purchasers i.e. K. G. Vijaykumar is not agriculturist therefore in

the other right of 7/12 extract of Survey No. 15, Hissa No.1/1/8 shows that “Kul Kayda Kalam 84 K Patra”. **And** as per Order No. 84K/SR/256/2014 dated 12/05/2014 passed by Kul Kayda Officer Haveli (Pune) that remark of “Kul Kayda Kalam 84 K Patra” in the other right of 7/12 extract of Survey No. 15, Hissa No.1/1/8 is deleted.

AND WHEREAS by Sale Deed dated 7/01/2011 which is registered in the office of Sub Registrar Haveli No. 14 at Sr. No. 256/2011 that K. G. Vijaykumar legal heirs –Vidrani Thomas Vijaykumar, Ratikumar, and Jafiy Kumar sold Survey No. 15, Hissa No. 1/1/8, admeasuring area about 0 Hecter 5 Ares to Iranna K. Raychurkar, Santosh P. Taras, and Keshav V. Salunke. And their names are recorded on 7/12 extract of Survey No. 15, Hissa No.1/1/8.

AND WHEREAS by Sale Deed dated 12/11/2012 which is registered in the office of Sub Registrar Haveli No. 14 at Sr. No. 9862/2012 that Keshav V. Salunke sold his 1/3 share out of Survey No. 15, Hissa No.1/1/8 to Iranna K. Raychurkar, Santosh P. Taras, And their names are recorded on 7/12 extract of Survey No. 15, Hissa No.1/1/8.

AND WHEREAS by Sale Deed dated 03/06/2013 which is registered in the office of Sub Registrar Haveli No. 26 at Sr. No. 134/2013 that Iranna K. Raychurkar, and Santosh P. Taras, sold admeasuring area 3225 Sq.Ft. out of total area admeasuring about 0 Hecter 5 Aar of Survey No. 15, Hissa No.1/1/8 to Nidhi Saxena i.e. (the present Consenting Party) and her names is recorded on 7/12 extract of the said property.

AND WHEREAS Previously that Survey No. 15, Hissa No.1/1, owned by Harinandan Prasad Sinha. That Harinandan Prasad Sinha sold and conveyed area admeasuring 00H. 5 Ares out of Survey No. 15, Hissa No. 1/1, to A. K. Dhanapalan by Sale Deed dated 23/05/1984. And as per Mutation Entry No. 900 that Survey No. 15, Hissa No.1/1, is divided and names of the purchasers i.e. A. K. Dhanapalan recorded on 7/12 extract of Survey No. 15, Hissa No.1/1/9. But purchasers i.e. A. K. Dhanapalan is not agriculturist therefore in the other right of 7/12 extract of Survey No. 15, Hissa No.1/1/9 shows that “Kul Kayda Kalam 84 K Patra”. And as per Order No. 84K/SR/1535/207 dated 28/03/2007 passed by Kul Kayda Officer Haveli (Pune) that remark of “Kul Kayda Kalam 84 K Patra” in the other right of 7/12 extract of Survey No. 15, Hissa No.1/1/9 is deleted.

AND WHEREAS That the mutation entry No. 5616 shows by Sale Deed dated 20/02/1992 that A. K. Dhanapalan sold Survey No. 15, Hissa No. 1/1/9, admeasuring area about 0 Hecter 5 Ares to P. Chandramohandas and S. Mohandas. And their names are recorded on 7/12 extract of Survey No. 15,

Hissa No.1/1/9. That Index II of Sale Deed dated 18/01/2011 which is registered in the office of Sub Registrar Haveli No. 14 Pune, at Sr. No. 682/2100 shows that P. Chandramohandas, S. Mohandas and Amar Gaikwad sold area admeasuring 00H. 5 Ares of Survey No. 15, Hissa No.1/1/9 to Iranna K. Raychurkar, Santosh P. Taras, and Keshav V. Salunke.

AND WHEREAS by Sale Deed dated 12/11/2012 which is registered in the office of Sub Registrar Haveli No. 14 at Sr. No. 9862/2012 that Keshav V. Salunke sold his 1/3 share out of Survey No. 15, Hissa No.1/1/9 to Iranna K. Raychurkar, Santosh P. Taras, And their names are recorded on 7/12 extract of Survey No. 15, Hissa No.1/1/9.

AND WHEREAS by Sale Deed dated 03/06/2013 which is registered in the office of Sub Registrar Haveli No. 26 at Sr. No. 134/2013 that Iranna K. Raychurkar, and Santosh P. Taras, sold admeasuring area 3225 Sq.Ft. out of total area admeasuring about 0 Hecter 5 Aar of Survey No. 15, Hissa No.1/1/8 to Nidhi Saxena i.e. (the present Consenting Party) and her names is recorded on 7/12 extract of the said Land.

AND WHEREAS The Consenting party has executed the Development Agreement and Power of Attorney in favour of Vighnaharta Promoters through its partners i.e Developer/Builder with respect to the the said Land and the same got registered in the office of Sub Registrar Haveli No. 24, Pune at Serial No. 2293/2016 and 2294/2016 respectively on 21/03/2016 as per the terms and conditions mentioned therein.

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

AND WHEREAS the Promoter is in possession of the project land

AND WHEREAS the Promoter has proposed to construct on the project land one Buildings Which is residential And there are Ground and upper 4 floors.

AND WHEREAS the Purchasers/ Allottee is offered an Flat/Apartment bearing number ----- on ----- floor, (herein after referred to as the said "Flat/Apartment/flat") in the Building called "Sai Hill" (herein after referred to as the said "Building") being constructed by the Promoter in the said project land described in Schedule I.

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

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

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been given by the Promoter to the Purchasers/ Allottee and the acknowledgement receipt is attach with this agreement

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been given by the Promoter to the Purchasers/ Allottee and the acknowledgement receipt is attach with this agreement

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

AND WHEREAS the said developers/builders obtained N.A. permission from the Hon'ble Additional Collector, Pune vide his order dated 30/01/2017 bearing No. NA/SR/~~lun~~/257/2016. For conversation of the use of the said land from agricultural to non-agricultural under the provisions of the Maharashtra Land Revenue Code, 1966.

AND WHEREAS The Pimpri Chinchwad Municipal Corporation has issued Commencement Certificate bearing No. B.P./Mamurdi/31/2016 dated 18/10/2016 along with the approved plans with respect to the New Residential buildings on the Said land in favour of the Developer /Builders. have been annexed and marked as **Annexure --**

AND WHEREAS the Promoter has got some of the approvals from the Pimpri Chinchwad Municipal Corporation to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance

approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy certificate of the said Building

AND WHEREAS while sanctioning the said plans Pimpri Chinchwad Municipal Corporation and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the Pimpri Chinchwad Municipal Corporation.

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

AND WHEREAS the Purchasers/ Allottee has applied to the Promoter for allotment of an Flat/Apartment No. ----- on ----- floor situated in the building named as "Sai Hill" being constructed in the the said Project,

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

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

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

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with

the Real Estate Regulatory Authority at Mumbai as per Registration Certificate No. ----- dated ----- have been annexed and marked as **Annexure G**.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat/Apartment with the Purchasers/ Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. And Section 3 of The Maharashtra Flat Ownership Act 1963.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchasers/ Allottees hereby agrees to purchase the Flat/Apartment NO. ----- and the one covered parking described in Schedule II.

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

1. AND WHEREAS the Promoter has proposed to construct on the project land one Buildings Which is residential And there are Ground and upper 4 floors on the project land in accordance with the plans, designs and specifications as approved by the Pimpri Chinchwad Muncipal Corporation from time to time.

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

1.a (i) The Purchasers/ Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchasers/ Allottee Flat/Apartment No. ----- of carpet area admeasuring ----- Sq. meters and attached Terrace area ----- Sq. meters on ----- floor, in the Building named as "Sai Hill" (hereinafter referred to as "the Flat/Apartment/Flat") as shown in the Floor plan thereof hereto annexed and marked **Annexure ---**for the consideration of Rs -----/- (Rupees ----- Lakh only), including One Cover Car Parking described in Schedule II and 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 ---**

(ii) The Purchasers/ Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchasers/ Allottee one covered parking situated at **stilt / Ground** being constructed in the layout but at the time of delivery of possession of the said flat location of one car parking is allotted/inform as per possession receipt, declaration etc, as might be required by the Promoter.

1(b) The total aggregate consideration amount for the Flat/Apartment including covered parking is thus Rs -----/- (Rupees ----- Lakh only),

1(c) The Purchasers/ Allottee has paid on or before execution of this agreement a sum of Rs. -----/- (Rupees ----- Lakh only), (not exceeding 10% of the total consideration) as advance payment and hereby agrees to pay to that Promoter the balance amount Rs. -----/- 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/Apartment 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/Apartment is located.
- iv. Amount of Rs. -----/- (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Flat/Apartment.
- v. Amount of Rs. -----/- (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat/Apartment.
- vi. Amount of Rs. -----/- (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat/Apartment is located..

- vii. Amount of Rs. -----/- (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat/Apartment is located.
 - viii. Balance Amount of Rs. -----/- against and at the time of handing over of the possession of the Flat/Apartment to the Purchasers/ Allottee on or after receipt of occupancy certificate or completion certificate.
- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat/Apartment.
- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local 13 Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchasers/ Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchasers/ Allottee, which shall only be applicable on subsequent payments.
- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchasers/ Allottee by discounting such early payments @ 7.5 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Purchasers/ Allottee by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Purchasers/ Allottee after the construction of the Building is complete and the occupancy certificate is granted by the Pimpri Chinchwad Municipal Corporation /competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be

recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchasers/ Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchasers/ Allottee. If there is any increase in the carpet area allotted to Purchasers/ Allottee, the Promoter shall demand additional amount from the Purchasers/ Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- 1(h) The Purchasers/ Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchasers/ Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat/Apartment to the Purchasers/ Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/Apartment.
- 2.2 Time is essence for the Promoter as well as the Purchasers/ Allottee. The promoter shall abide by the time schedule for completing the project and handing over the Flat/Apartment to the Purchasers/ Allottee and the common areas to the association of the Purchasers/ Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchasers/ Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ----- square meters only and Promoter has planned to utilize Floor Space Index ----- square meters of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of

increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of ----- square meters Residential and commercial as proposed to be utilized by him on the project land in the said Project and Purchasers/ Allottee has agreed to purchase the said Flat/Apartment based on the proposed construction and sale of Flat/Apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared Proposed FSI shall belong to Promoter only.

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat/Apartments to the Purchasers/ Allottee, the Promoter agrees to pay to the Purchasers/ Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchasers/ Allottee, for every month of delay, till the handing over of the possession. The Purchasers/ Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchasers/ Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchasers/ Allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Purchasers/ Allottee committing default in payment on due date of any amount due and Payable by the Purchasers/ Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchasers/ Allottee committing three defaults of payment of 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 Purchasers/ Allottee, by Registered Post AD at the address provided by the Purchasers/ Allottee and mail at the e-mail address provided by the Purchasers/ Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchasers/ Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchasers/ Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days

of the termination, the instalments of sale consideration of the Flat/Apartment which may till then have been paid by the Purchasers/ Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like lifts with particular brand to be provided by the Promoter in the said building and the Flat/Apartment as are set out in Annexure 'F', annexed hereto.
6. The Promoter shall give possession of the Flat/Apartment to the Purchasers/ **Allottee on 31st day of December 2018**. If the Promoter fails or neglects to give possession of the Flat/Apartment to the Purchasers/ Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchasers/ Allottee the amounts already received by him in respect of the Flat/Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat/Apartment on the aforesaid date, if the completion of building in which the Flat/Apartment is to be situated is delayed on account of –
 - (i) war, civil commotion or act of God;
 - (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchasers/ Allottee as per the agreement shall offer in writing the possession of the Flat/Apartments to the Purchasers/ Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Flat/Apartments to the Purchasers/ Allottee. The Promoter agrees and undertakes to indemnify the Purchasers/ Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchasers/ Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchasers/ Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Purchasers/ Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Purchasers/ Allottee shall take possession of the Flat/Apartment within 15 days of the written notice from the promotor to the Purchasers/

Allottee intimating that the said Flat/Apartments are ready for use and occupancy:

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

Upon receiving a written intimation from the Promoter as per clause 7.1, the Purchasers/ Allottee shall take possession of the Flat/Apartments from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat/Apartments to the Purchasers/ Allottee. In case the Purchasers/ Allottee fails to take possession within the time provided in clause 7.1 such Purchasers/ Allottee shall continue to be liable to pay maintenance charges as applicable.

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

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

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

Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

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

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

(i) Rs.15000/- for share money, application entrance fees, formation and registration of the Society or Limited Company/Federation/ Apex body and proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body and legal fees of the Advocate.

(ii) Rs 3.5/- Per Sq.ft. on carpet area of the said flat for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body for ----- years.

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

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

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

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. 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, 13th Idingisving and common areas;
 - vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchasers/ Allottee created herein, may prejudicially be affected;
 - vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat/Apartments which will, in, any manner, affect the rights of Purchasers/ Allottee under this Agreement;
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/Apartment the Purchasers/ Allottee in the manner contemplated in this Agreement;
 - xi. At the time of execution of the conveyance deed of the structure to the association of Purchasers/ Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession ut the common areas of the Structure to the Association of the Purchasers/ Allottees:
 - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
13. The Purchasers/ Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat/Apartment may come, hereby covenants with the Promoter as follows:-

- i. To maintain the Flat/Apartment at the Purchasers/ Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Apartment is situated which may be against the rules, regulations or bye-Laws or change/alter or make addition in or to the building in which the Flat/Apartment is situated and the Flat/Apartment itself or any part thereof without the consent of the local authorities, if required,
- ii. Not to store in the Flat/Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Apartment is situated, including entrances of the building in which the Flat/Apartment is situated and in case any damage is caused to the building in which the Flat/Apartment is situated or the Flat/Apartment on account of negligence or default of the Purchasers/ Allottee in this behalf, the Purchasers/ Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Flat/Apartment and maintain the Flat/Apartment in the same condition, state and order in which it was delivered by the Promoter to the Purchasers/ Allottee and shall not do or suffer to be done anything in or to the building in which the Flat/Apartment is situated or the Flat/Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchasers/ Allottee committing any act in contravention of the above provision, the Purchasers/ Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Flat/Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Apartment is situated and shall keep the portion, sewers, drains and pipes in the Flat/Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat/Apartment without the

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

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Apartment in the compound or any portion of the project land and the building in which the Flat/Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Apartment by the Purchasers/ Allottee for any purposes other than for purpose for which it is sold.
- ix. The Purchasers/ Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Apartment until all the dues payable by the Purchasers/ Allottee to the Promoter under this Agreement are fully paid up.
- x. The Purchasers/ Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchasers/ Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Flat/Apartment is situated is executed in favour of Society/Limited Society, the Purchasers/ Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to

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

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

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

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

16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

17. BINDING EFFECT

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

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

18. ENTIRE AGREEMENT

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

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

20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASERS/ ALLOTTEE / SUBSEQUENT PURCHASERS/ ALLOTTEES - It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers/ Allottees of the [Flat/Apartment/Plot], in case of a transfer, as the said obligations go along with the [Flat/Apartment/Plot] for all intents and purposes.

21. SEVERABILITY

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

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

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

23. FURTHER ASSURANCES

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

24. PLACE OF EXECUTION

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

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

26. That all notices to be served on the Purchasers/ Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers/ Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses written hereinbefore first It shall be the duty of the Purchasers/ Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Purchasers/ Allottee, as the case may be.

27. JOINT PURCHASERS/ ALLOTTEES

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

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

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

30. GOVERNING LAW

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

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

SCHEDULE I

(Description of the Said Land)

all that piece and parcel of land bearing Survey No. 15, Hissa No. 1/1/8, admeasuring area 3225 Sq.Ft. out of total area admeasuring about 0 Hector 5 Aar And land bearing Survey No. 15, Hissa No. 1/1/9, admeasuring area 3225 Sq.Ft. out of total area admeasuring about 0 Hector 5 Aar totally area admeasuring about 6450 Sq.Ft. situated at Village Mamurdi, Taluka Haveli, District Pune and within the limits of Pimpri Chinchwad Municipal Corporation and with the jurisdiction of the Registration District of Pune and Sub-District of Sub-Registrar at Haveli, Pune and bounded as follows: -

On or towards the East : Part of S. No. 15
On or towards the South : Part of S. No. 15
On or towards the West : 18 MTR Road ,
On or towards the North : Part of S. No. 15

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

SCHEDULE II

Flat No.	Carpet Area	Attach Terrace	Floor	Building Name	Covered Car Parking
-----	----- - Sq.Mt.	----- Sq.Mt.	-----	Sai-Hill	-----

Here set out the nature, extent and description of Flat.

In witness whereof, the parties hereto have signed and executed this agreement for Sale on the date and at the place herein before first mentioned.

Signed, Sealed & Delivered
By within named Developers/Builders
VIGHNAHARTA PROMOTERS, Through its Partners

1) Mr. -----,
Developers/Builders

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

1) Mr-----,
Purchaser/s

2) Mrs. -----,
Purchaser/s

Signed, Sealed & Delivered

By within named Owners/Consenting Party
Through POA
VIGHNAHARTA PROMOTERS, Through its Partners

Mr. -----,
Owners/Consenting Party

WITNESS:

- 1) Sign :
Name :
Add :
- 2) Sign :
Name :
Add :