



MODEL FROM OF AGREEMENT

THIS ARTICLES OF AGREEMENT is made and executed on this ----th day of ----- in the year 2018 at Pune.

BETWEEN

**DUGAD REALITY
PAN NO-ANHPD7574Q
THROUGH ITS PARTNER**

- 1) **MR. GAURAV PRAMOD DUGAD,**
Aged about 26 years, Occupation : Business,
Residing 28 , Vasant Baug Society, Bibvewadi, Pune – 411037
- 2) **MR. TEJAS PRAVIN DUGAD,**
Aged about 48 years, Occupation : Business,
Residing 27, Vasant Baug Society, Bibvewadi, Pune – 411037
- 3) **MR. KIRTI MANIKCHAND DUGAD**
Aged about 20 years, Occupation : Business
Residing at : Plot No. C-5, Natekar Society , Bibvewadi, Pune – 411037
- 4) **MR. PREM KIRTI DUGAD**
Aged about 24 years, Occupation : Business
Residing at : Plot No. C-5, Natekar Society , Bibvewadi, Pune – 411037;

HEREINAFTER called as the "**PROMOTER/DEVELOPER/ VENDOR** " (which expression unless it be repugnant to context or meaning thereof shall mean and include all its partners their legal heirs, executors, appointed nominees and assigns etc.) ... **PARTY OF THE ONE PART**

AND

- 1) **MR-----**
AGE ----- Years, OCCUPATION -----
PAN NO-----

Residing at- -----

Pune – -----

2) **MR.** -----

AGE ----- Years, OCCUPATION ; - -----

PAN NO. -----

Pune -----

HEREINAFTER called as the "**PURCHASER/S/ALLOTTEE**" (which expression unless it be repugnant to the context or meaning thereof shall mean and include all her legal heirs, executors, administrators, appointed nominees and assigns etc.) ... **PARTY OF THE SECOND PART.**

WHEREAS the previous Owners M/s. DNK Developers, Pune through its Partners Sunil Chandmal Dugad, Bhushan Rajkumar Karnavat, Chetan Ashoklal Nahar sold the Area Admesuring 00H 30Aar Incuding Potkharba assesed Rupees 34 Paise in Old S.No.18 New S.No.21 Hissa No.12 being situated at Katraj Tal.Haveli Dist.Pune 410002 to Mr. Kirtiraj Manikchand Dugad on 24/2/2013 and the said Sale Deed is duly registered in the Office of Sub-Registrar, Haveli No. 2, Pune at Serial No. 1938/2013 on 1.3.2013 and he has become absolute owner and possessor of the said property and his name has been recorded into 7/12 Extract vide Mutation Entry No. 26407 which is more particularly described in the Schedule - I written hereunder and hereinafter to as the Said Land/Property.

The above Owner i.e. Mr. Kirtiraj Manikchand Dugad intend to develop the said property i.e. S. No. 21, Hissa No.12, area admeasuring 30 R. The said Owner along with 1) Mr. Gaurav Pramod Dugad, 2) Mr. Tejas Pravin Dugad, 3) Mr. Prem Kirti Dugad have formed a Registered Partnership Firm in the name and style as DUGAD REALITY on 3rd May 2018; and the said property is converted into Partnership Firm.

The said promoter declares and covenants that is has derived and acquired title to the said property in the manner enumerated herein below

WHEREAS the said property was earlier owned by SMT. KAMLABAI NARAYAN LONKAR, MR. ARVIND NARAYAN LONKAR, MR. MUKUND NARAYAN LONKAR, MR. MADHAV NARAYAN LONKAR, MRS. VIJAYA VINAYAK LONKAR, MRS. SHOBHANA YASHWANT BHAT, MRS. NALANI JAYPRAKASH SHENDE, SMT. VIMAL CHANDRAKANT LONKAR, MR. SHASHIKANT CHANDRAKANT LONKAR, MR. VIJAY CHANDRAKANT LONKAR, MRS. SUREKHA GANESH DEV, MRS. SUNITA BHALCHANDRA KHOLE AND MRS. PADMA PRADIP JOSHI through their constituted attorney MR. MANOHAR NEMICHAND VADERA by sale deed dtd. 26/07/1988 sold, Transferred, Conveyed and assigned the said property in favour of M/S. AUTOSTAR SERVICES THROUGH ITS PARTNER MR. GHEVARCHAND CHANDMAL BORA, MRS. URMILA VIJAY BORA AND MR. DILIP MADANLAL BORA, The said Sale Deed dtd. 26/07/1988 has been registered in the office of the joint Sub-Registrar, Haveli 1 at Sr.No. 10810/1988 on the same day.

AND WHEREAS as per the said Sale Deed 26/07/1988 the name of MR. GHEVARCHAND CHANDMAL BORA was mentioned in individual capacity instead of M/S. AUTOSTAR SERVICES, a partnership firm, THROUGH ITS PARTNER MR. GHEVARCHAND CHANDMAL BORA.

AND WHEREAS therefore by executing necessary Supplementary Deed dtd. 28/04/1989 the parties to the Sale Deed corrected the said mistake the Supplementary has been registered in the office -of the Sub-Registrar, Haveli 1 at Sr.No. 9097/1989 on 01/06/1989.

AND WHEREAS the names of M/S. AUTOSTAR SERVICES THROUGH ITS PARTNER MR. GHEVARCHAND CHANDMAL BORA, MRS. URMILA VIJAY BORA AND MR. DILIP MADANLAL BORA were entered

in the record of rights as the owner of the said property vide mutation entry No. 4341.

AND WHEREAS as per the said Sale Deed dtd. 26/07/1988 through the names of MRS. URMILA VIJAY BORA AND MR. DILIP MADANLAL BORA were added as vendors, the actual payment to the owners was made by M/S. AUTOSTAR SERVICES i.e. the Vendor therein and hence by Released Deed dtd. 28/04/1989 MRS. URMILA VIJAY BORA AND MR. DILIP MADANLAL BORA released all their rights, title, and interest in the said property in favour of M/S. AUTOSTAR SERVICES. Released Deed dtd. 28/04/1989 has been registered in the office of joint Sub-Registrar, Haveli 1 at Sr.No. 9098/1989 on 01/06/1989.

AND WHEREAS the names of MRS. URMILA VIJAY BORA AND MR. DILIP MADANLAL BORA were deleted from the record of rights vide mutation entry No. 4342.

AND WHEREAS M/S. AUTOSTAR SERVICES initially consisted four partners viz MR.SUKHLAL CHANDMAL BORA, MR. GHEVARCHAND CHANDMAL BORA, MR.MANDANLAL CHANDMAL BORA and MR.RAJENDRA CHANDMAL BORA.

AND WHEREAS by Deed of Partnership dtd. 30/03/1995 five additional partners viz. MR. DILIP MADANLAL BORA, MRS. SONAL DILIP BORA, MRS.SUMANBAI MADANLAL BORA, MRS. SAROJ MANOJ BORA, MR. MANOJ MADANLAL BORA, were added to the partners to the firm. By virtue of which M/S. AUTOSTAR SERVICES consisted of 9 partners.

AND WHEREAS thereafter, by Deed of Partnership, dtd. 01/04/1995 three partners viz. MR.SUKHLAL CHANDMAL BORA, MR. GHEVARCHAND CHANDMAL BORA, MR.RAJENDRA CHANDMAL BORA retired from M/S. AUTOSTAR SERVICES and by virtue of which M/S. AUTOSTAR SERVICES consisted of six partners viz. MR.

MADANLAL CHANDMAL BORA, MR. DILIP MADANLAL BORA, MRS. SONAL DILIP BORA, MRS.SUMANBAI MADANLAL BORA, MRS.SAROJ MANOJ BORA, MR. MANOJ MADANLAL BORA.

AND WHEREAS the names of MR. MADANLAL CHANDMAL BORA, MR. DILIP MADANLAL BORA, MRS. SONAL DILIP BORA, MRS.SUMANBAI MADANLAL BORA, MRS.SAROJ MANOJ BORA, MR. MANOJ MADANLAL BORA were entered in the record of rights as partners of M/S. AUTOSTAR SERVICES in place of MR. GHEVARCHAND CHANDMAL BORA vide mutation entry No. 18729.

AND WHEREAS one of the partners of M/S. AUTOSTAR SERVICES, MR. GHEVARCHAND CHANDMAL BORA expired at Pune on 04/11/1996.

AND WHEREAS by virtue of demise MR. MADANLAL CHANDMAL BORA, M/S. AUTOSTAR SERVICES consisted of only five partners viz. MR. DILIP MADANLAL BORA, MRS. SONAL DILIP BORA, MRS.SUMANBAI MADANLAL BORA, MRS.SAROJ MANOJ BORA, MR. MANOJ MADANLAL BORA.

AND WHEREAS the name of Late MR. MADANLAL CHANDMAL BORA has been deleted from the record of rights vide mutation entry No. 18901.

AND WHEREAS thereafter by Deed of Retirement and Partnership, dtd. 01/04/2002 MRS. SONAL DILIP BORA, MRS.SUMANBAI MADANLAL BORA, MRS.SAROJ MANOJ BORA, retired from M/S. AUTOSTAR SERVICES w.e.f. 01/04/2002.

AND WHEREAS by virtue of the retirement of MRS. SONAL DILIP BORA, MRS. SUMANBAI MADANLAL BORA, MRS. SAROJ MANOJ

BORA, M/S. AUTOSTAR SERVICES consisted of only two partners viz MR. MANOJ MADANLAL BORA, MR. DILIP MADANLAL BORA.

AND WHEREAS M/s. Bora Transport Company Pvt. Ltd., of which the partners of M/S. AUTOSTAR SERVICES MR. MANOJ MADANLAL BORA, MR. DILIP MADANLAL BORA are directors had obtained loan from the Janaseva Sahakari Bank Ltd., Market Yard Br., Pune. for securing the said loan M/S. AUTOSTAR SERVICES on 08/06/1998 had mortgaged the said property with the Janaseva Sahakari Bank Ltd., as a security. Accordingly M/S. AUTOSTAR SERVICES had executed a Deed of Mortgage on 08/06/1998 which has been registered in the office of the Sub-Registrar, Haveli No. 1 at Sr.No. 4514/98 (new no. 8554/2001) on 20/08/2001. The family member of Bora family and other business concerns of Bora family also availed loans in their individual names and as well as in the names of their business concerns from time to time and the said loans being of one family the same are hereinafter collectively referred to as "Bora Group" the Janaseva Sahakari Bank Ltd., filed various disputes against the Bora Group, M/s. Bora Transport Company Pvt. Ltd., as well as against M/S. AUTOSTAR SERVICES before the co-operative Court No. 1, Pune for the recovery of dues. During the pendency of the said dispute the parties entered into a settlement as per the settlement it was agreed that the Bora group, M/s. Bora Transport Company Pvt. Ltd., and M/S. AUTOSTAR SERVICES shall pay an amount of Rs. 2,40,00,000/- to the Janaseva Sahakari Bank Ltd., towards the entire payment of loan amount and settlement of all the dues. Ganraj Developers through its proprietor Mr. Harakchand Gulabchand Dhoka who has purchased the said properties from M/S. AUTOSTAR SERVICES at the request and direction of M/S. AUTOSTAR SERVICES directly repaid the amount of said loan and the same was adjusted towards the consideration paid to M/S. AUTOSTAR SERVICES. The

Janaseva Sahakari Bank Ltd.,Market Yard Br., Pune accordingly executed a Reconveyance of Mortgage, dtd. 13/04/2010 which has been registered in the office of the Sub-Registrar, Haveli No. XVI at Sr.No. 3453/2010 on the same day. Thereby the Janaseva Sahakari Bank Ltd.,Market Yard Br., Pune has released the said property from its mortgage by order, dtd. 03/04/2010 passed in dispute No. 401/2004 below exh.69, the co-operative Court No. 1 granted the permission to M/S. AUTOSTAR SERVICES to execute the sale deed of the said property in favour of Ganraj Developers.

AND WHEREAS M/s. Nirmal Strips Pvt. Ltd., has availed a loan from the Rupee Co-Op. Bank Ltd., Budhwar Peth, Br. to which one of the partners of, M/S. .AUTOSTAR SERVICES MR. DILIP MADANLAL BORA had stood as a Gurantor and he had offered the said property to the said Bank as a collateral security. As per the request and direction of M/S. AUTOSTAR SERVICES, Ganraj Developers directly repaid the amount of the said lona and the same was also adjusted towards the consideration paid to M/S. AUTOSTAR SERVICES. Accordingly the special recovery officer of the Rupee Co-Op. Bank Ltd., Shivajinagar & Budhwar Peth,, Branch, Pune by its' order dtd. 31/03/2010 released the said property from the mortgaged of Rupee Co-Op. Bank Ltd., & has stated its no objection for the sale and transfer of the said property.

AND WHEREAS by Sale Deed dtd. 30/04/2010 M/S. AUTOSTAR SERVICES sold, transferred, conveyed and assigned the said property in favour of " Ganraj Developers" a Proprietorship concerned, having its place of business at office No. 202 Ganraj Market, Plot No. 438 to 441, Market Yard, Bibvewadi, Pune 37, through its Proprietor Mr. Harakchand Gulabchand Dhoka. The said Sale Deed dtd. 30/04/2010, have been registered in the office of Sub-Registrar, Haveli No. 7 at Sr.No. 3608/2010 on the same day.

AND WHEREAS GANARAJ DEVELOPERS THROUGH ITS PROPRIETOR MR. HARAKCHAND GULABCHAND DHOKA, the earlier owner of the abovementioned property prepared the building plans and submitted to PMC, Pune and which are approved by PMC, Pune vide commencement certificate bearing No.CC/2584/2010 dtd. 01/11/2010.

AND WHEREAS GANARAJ DEVELOPERS THROUGH ITS PROPRIETOR MR. HARAKCHAND GULABCHAND DHOKA has obtained N.A. permission from Collector of Pune (Revenue Branch) TS/56/2011 on 11.4.2012 vide its Order No. Pamha/NA/SR/43/2011 and as per sanctioned N.A. Order area admeasuring 1297.84 Sq. Mtrs. is affected for the Road purpose, area admeasuring 1503.54 Sq. Mtrs. for Residential purpose and area whereof 198.62 Sq. Mtrs for Commercial purpose.

AND WHEREAS the aforesaid Owner GANARAJ DEVELOPERS THROUGH ITS PROPRIETOR MR. HARAKCHAND GULABCHAND DHOKA sold the said property to M/s. DNK Developers, Pune through its Partners Sunil Chandmal Dugad, Bhushan Rajkumar Karnavat, Chetan Ashoklal Nahar on 4/5/2012 and the said Sale Deed is duly registered in the Office of Sub-Registrar, Haveli No.20, Pune at Serial No. 3443/2012 and they became absolute owners and possessors of the said property and their names were recorded into 7/12 Extract vide Mutation Entry No. 25428

AND WHEREAS the said owner/Consenting Party i.e. Mr. Kirtiraj Manikchand Dugad have formed a Registered Partnership firm in the name and style as Dugad Reality on 03.05.2018 along with Partners 1) Mr. Gaurav Pramod Dugad , 2) Mr. Tejas Pravin Dugad; 3) Mr.Prem Kirti Dugad (Hereinafter referred to as the said Developer/Promoter) and they have obtained Shop Act License from Competent Authority

AND WHEREAS the said Owner of the property Mr. Kirtiraj Manikchand Dugad has demarcated the said property from competent authority and obtained Demarcation Certificate "K" Parth;

AND WHEREAS the said property comes into Residential Zone As per Zone Certificate Outward No. Zone ----- dated ----- issued by Dy. Engineer, DPO, P.M.C. Pune.

AND WHEREAS following clauses are not applicable :(i) Any covenants affecting the said property. (ii) Any impediments attached to the said property, (iii) Number and Area occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property. (iv) Details of illegal encroachment on the said property. (v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained.(vi) Details of mortgage or lien or charge on the said property.)

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 Vendor/ Original Owner/Promoter is in possession of the project land AND WHEREAS the Promoter has proposed to construct on the project land and the said Vendor submitted revised plan to Pune Municipal Corporation and accordingly Pune Municipal Corporation has issued Commencement Certificate No CC/0857/18 Dated 28.06.2018 Thus the said Firm is entitled to develop the said property as per sanctioned plan and entitled to enter into an agreement with the prospective Purchasers of the Flats/ Shops/ Godowns/Offices to be constructed on the said property and receive the consideration price thereon and give the valid discharge in the same.

AND WHEREAS Thus, said **DUGAD REALITY** through its Partners is in possession of the Projected Land and have acquired the legal right, title and interest of the said property for Development, Sale, Transfer and they invest the capital amount for above purpose and to receive the capital amount from prospective Purchasers.

AND WHEREAS The said **Dugad Reality** a Partership Firm has proposed to construct on the project land area admeasuring 3000 Sq.Mtr in the building known as **Dugad Heights** having -----floors in the Wing ---.

AND WHEREAS the Allottee is offered an Apartment/Flat bearing Number ----- on the -----, (herein after referred to as the said "Apartment/Flat") in the ----- wing of the Building called "-----" (herein after referred to as the said "Building") being constructed in the one phase of the said project, by the Promoter

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

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the **Real Estate Regulatory Authority** -----
----- authenticated copy is attached in Annexure 'F';

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

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

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

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

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

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

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D;

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

AND WHEREAS, the said Promoter/Owner decided to construct a building on the property as per plan sanctioned by Pune Municipal Corporation, Pune and accordingly the Pune Municipal Corporation has issued Commencement Certificate No CC/0857/18 Dated 28.06.2018 and as per the commencement Certificate, the said Promoters/ Developers/ Owner have started the construction work on the said property and the said Owner/Promoter is entitled to construct, develop and to sell Flats, etc. to prospective Purchasers as per their choice on ownership basis and to receive the consideration thereof.

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

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment /Shop/ Office No.----- on -----floor in -----Wing situated in the building known as "**Dugad Heights**" being constructed in the said Project,

AND WHEREAS the carpet area of the said Apartment No. ----- on ----- Floor is -----sq.ft. carpet + Terrace area admeasuring ----- Sq.ft. total builtup area admeasuring ----- Sq.ft. i.e----- Sq. Mtrs. along with Allotted Car Parking No.-----Area admesuring 09 sq.mtrs in the building known "-----" carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said

Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter 1) of Rs.-----/- (Rupees ----- Only) by way of cash/cheque No ----- Bank Branch ----- Date ----- 2) sum of Rs -----/- (Rupees ----- Only) by way of cash/cheque No -----, ----- Bank Branch -----Date -----, being part payment of the sale consideration of the Apartment/Shop/Office agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable)

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

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

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

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment /Flat No. ----- on ----- Floor is ----- sq.ft. carpet + Terrace area admeasuring ----- Sq.ft. total builtup area admeasuring ----- Sq.ft. i.e. -----Sq. Mtrs. along with Allotted Car Parking No ----- .----- Area admesuring ----- sq.mtrs. in the building known "Dugad Heights" " (hereinafter referred to as "the Flat /Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. -----/- (Rupees ----- only) including being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith, (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos_situated at_ Nil Basement and/or stilt and /or_podium being constructed in the layout for the consideration of Rs._ Nil

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell/allot to the Allottee covered parking spaces bearing No----- situated at Basement/Ground and/or stilt and /or_podium being constructed in the layout for the consideration of Rs. Nil

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

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs -----/- as advance payment or application fee and hereby agrees to pay to Promoter the balance consideration amount of Rs.-----/- out of the total agreed consideration amount i.e 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 e.g.30%

ii. Amount of Rs -----/- (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located e.g.15%

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 Apartment is located e.g.25%

iv. Amount of Rs. -----/- (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment e.g.5%

v. Amount of Rs. -----/- (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment e.g.5%

vi. Amount of Rs. -----/- (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located e.g.5%

vii. Amount of Rs. -----/- (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located. E.g.10%

viii. Balance Amount of Rs. -----/- against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.e.g.5%

1 (d) The Total consideration Price above excludes Taxes e.g. G.S.T. paid by purchaser to the said promoter at the time of this agreement and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

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

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 9% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

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

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

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

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of

the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

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

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

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **1702.16** square meters only and Promoter has planned to utilize Floor Space Index of_by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of_as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and

payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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

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

6. The Promoter shall give possession of the Apartment to the Allottee on or before **31st December 2023**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond

his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of - (i) 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 Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

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

7.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other

documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of **Office/Shop** for carrying on any industry or business. The Purchaser shall use the garage or parking space only for purpose of keeping or parking vehicle.

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

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

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

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

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

for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be. 10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

(i) Rs -----/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body. (ii) Rs.-----/-for formation and registration of the Society or Limited Company/Federation/ Apex body. (iii) Rs -----/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body (iv) Rs.....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body. (v) Rs.-----/-.For Deposit towards Water, Electric, and other utility and services connection charges & (vi) Rs-----for deposits of electrical receiving and Sub Station provided in Layout

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

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

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

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

person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

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

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

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy

and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

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

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

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

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

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

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

22. SEVERABILITY

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

23. INTEREST ON DUE AMOUNT

IF the purchaser/s fails to pay the amount of installment of the balance amount of consideration price of the said flat then the promoter shall be entitled for interest at rate of 18% per annum for delay within only one month period till receipt of amount of installment since due.

24 TERMINATION OF CONTRACT

If the Purchaser/s make default in payment of any installments, the Owners/Promoter have right to terminate/ cancellation this Agreement by giving 15

days notice in writing to the Purchasers indicating his intention to terminate/cancel this Agreement and the Purchaser shall entitle to received such warning notice and if the defect is continued the Agreement shall stand terminated. Upon termination / cancellation of this Agreement as aforesaid, the Promoter shall refund to the PURCHASER, the installments of sale price in respect of the said Flat which may till then have been received by the Promoter after deducting 25% on received amount on account of service charges, legal charges and other incidental expenses incurred by the Promoter. However the Promoter shall not be liable to pay any interest on the amount so refunded. On cancellation / termination of this Agreement , the purchaser shall be deemed to have relinquished all claims / interest of any nature whatsoever in favour of the Promoter and further the Promoter shall be free and entitled to sell and / or deal with the said Flat in any manner as he may decide. It is further understood that recovery of all amounts spent by the purchaser on stamp duty and registration of these presents (If any) shall be done by the Purchaser himself at his own cost. Upon the termination of this Agreement all the rights of the Purchaser under this Agreement will be terminated and also in event that the Purchaser is declared insolvent by and in according to the Law. If the Purchaser make default in payment and after giving demand notice by the Promoter by termination/ cancellation of this Agreement.

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

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

26. 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.

27. PLACE OF EXECUTION

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

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

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

Name & Address of the Allottee

- 1) **MRS.** -----
- 2) **MR.** -----
Both Residing at-

Name and Address of the Promoter :-

M/s. DUGAD REALITY
Registered Partnership firm
Off. Address -S. No. 692, Pushpa Hights,
Bibvewadi Pune 411037.
Represented through its Partner
MR. GAURAV PRAMOD DUGAD

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES

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

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

31. 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 _Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

32 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

33) **LOCATION** :- Vibhag No. 24/394 **VALUATION** :- As per Ready Reckoner Rate =Rs.52,370/- per Sqm.

Total Purchases Price	-----/-	.
Govt. Price	-----/-	
Stamp Duty Paid	-----/-	
Registration Fee	-----/-	

The Purchaser had paid Stamp Duty on the basis on the valuation suggested by the Sub Registrar on the higher price.

THE SCHEDULE -I ABOVE REFERRED TO DESCRIPTION OF THE PROPERTY -

All that piece and parcel of the property bearing Old S. No. 18, New S. No. 21, Hissa No.12 total area admeasuring 00 H. 30 Ares including Potkharaba, assessed at Rs. 00=34 Paise lying, being situated at Mouje Katraj, Taluka : Haveli, District : Pune within the local limits of Pune Municipal Corporation and within the District Pune, Sub-District Taluka Haveli and within the jurisdiction of Sub-Registrar, Haveli Nos. 1 to 28, Pune and bounded as follows :-

On or towards the East :- Remaining area in the Old S. No. 17.

On or towards the South :- Road.

On or towards the West :- Property belongs to Mr. Suratwala.

On or towards the North :- Property belongs to Mr. Shelar and
Mr. Biramane.

SCHEDULE -II DESCRIPTION FLAT / APARTMENT

A Residential Apartment/ Flat No. ----- on ----- Floor is ----- sq. ft.carpet + Terrace area admeasuring -----Sq.ft. total builtup area admeasuring -----Sq.ft. i.e. ----- Sq. Mtrs. along with Allotted Car Parking No. ----- Area admesuring ----- sq.mtrs. along with all fixtures, fittings, amenities therewith and the said flat is shown herewith on the Floor plan situated in the building known as ----- which is constructed on the the said plot (more particularly described in First Schedule)

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.

M/s. DUGAD REALITY
Registered Partnership firm
Represented through its Partner

) Mr. Gaurav Pramod Dugad

2) Mr. Tejas Pravin Dugad

3) Mr. Kirti Manikchand Dugad

4) Mr. Prem Kirti Dugad

"PROMOTER/DEVELOPER/VENDOR"

1) MR. -----

2) MR. -----
-THE PURCHASER/ ALLOTTEE-

WITNESSES :-

1)
Signature
Name
Address

2)
Signature
Name
Address

SPECIFICATIONS AND AMENITIES

- **STRUCTURE** :-
R.C.C. Structure, 6" thick external wall & 6" thick internal wall.
gypsum plaster internally, Sand face Plaster Externally.
- **FLOORING** :-
2x2 Vitrified Flooring.
- **TOILETS IN COMMON AREAS**:-
Wall tiles in toilets, wall tiles in W.C.
Good Quality concealed plumbing and water resistance door.
Necessary C.P. fitting in Toilets, Good quality Sanitary Ware for all the toilets.
- **WINDOWS** :-
3 Track Powder coated Aluminium Sliding Windows.
Green Marble Sills for all windows.
- **DOORS** -
Main door with good quality of door fitting flush door and fittings with wooden frame.
Good Quality of Internal Flush Doors with standard fittings,
- **ELECTRIFICATION** :-
Concealed High Quality Wiring, Necessary Electrical Points in all office, Good quality modular switches.
- **PAINTING** :-
Oil Bound to internal walls, Good Quality Paint to External Walls.
- **CONVENIENCES** :-
Provision for the Telephone Line in office room, Provision for the Cable connection in Office. Compound Wall, Elegant Gate .Elegant Entrance Lobby. Ample Parking. Letter Box.

ANNEXURE “ A ” TITLE REPORT
TITLE CERTIFICATE

This is to certify that I have investigated the title of the property more particularly described in the Schedule hereinunder written and have perused the Title deeds and certify that in my opinion that the title of DUGAD REALITY through its Partners Mr. Kirtiraj Manikchand Dugad, 2) Mr. Gaurav Pramod Dugad, 3) Mr. Tejas Pravin Dugad, 4) Mr. Prem Kirti Dugad is good, clear, clean and marketable and free from all encumbrances and has a valid right to develop following property and construct thereon various Flats, Shops, Godowns, Office and to be sold and enter into an Agreement with prospective Purchaser/s.

SCHEDULE OF THE PROPERTY

All that piece and parcel of the property bearing Old S. No. 18, New S. No. 21, Hissa No.12 total area admeasuring 00 H. 30 Ares including Potkharaba, assessed at Rs. 00=34 Paise lying, being situated at Mouje Katraj, Taluka : Haveli, District : Pune within the local limits of Pune Municipal Corporation and within the District Pune, Sub-District Taluka Haveli and within the jurisdiction of Sub-Registrar, Haveli Nos. 1 to 28, Pune and bounded as follows :-

On or towards the East :- Remaining area in the Old S. No. 17.

On or towards the South :- Road.

On or towards the West :- Property belongs to Mr. Suratwala.

On or towards the North :- Property belongs to Mr. Shelar and

Mr. Biramane.

Pune

Dated : 27/7/2018

sd/

(P. S. Gujar)
Advocate

126/18, Dattawadi, Pune - 411030

ANNEXURE “ A ” -
Title Report

ANNEXURE “ B ”

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

ANNEXURE “ C-1 ”

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

ANNEXURE “ C-2 ”

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project.)

ANNEXURE “ D ”

(Authenticated copies of the plans and Specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority.)

ANNEXURE “ E ”

(Specification and amenities for the Apartment.)

ANNEXURE “ F ”

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

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

I say Received.

The Promoter/s.

To,

Date : / /2018.

 Resident -----
 -----.

Subject : Allotment of Office/Shop/Apartment in the building Known as
 “**Dugad Heights**” Survey No. 21 Hissa No. 12 , situate, lying and
 being at Revenue Village - Katraj, Taluka Pune City, District Pune .

Dear Sir,

This is reference to your interest shown for purchasing the
 apartment/office/shop in our project named “**Dugad Heights**”.. We accept your
 offer and allot you the apartment subject to the terms and condition as mentioned
 below.

Name of the Allottee : _____

Address : _____

Pan No. _____

Particular	Details
Apartment/Office/ Shop No .	
Area	
Balcony (if any)	
Parking	
Name of Project	“ Dugad Heights ”..
Address of Project	Survey No. 21 Hissa No. 12 Village - Katraj, Taluka Pune City, District Pune

The cost details in respect of the said apartment shall be as under

Sr. No.	Details	Amt (Rs.)
1	Price Consideration of the said apartment.	
2	Stamp duty (Including LBT, if applicable) in respect of the above said price Consideration	
3	Registration Fee	
4	Applicable GST	
5	Applicable TDS	
6	One Time maintenance cost	
	Total	

We have received an amount of Rs. _____ (Rs. _____) by
Cheque No. ----- dated _____ drawn _____ bank Branch-----
towards advance payment of the said apartment and we have issued receipt of the
same.

The balance amount shall be paid by you to us as per payment schedule
that will be mentioned herein below

Sr.	Description	% of Cost
1	On or before signing of agreement including booking amount	10%
2	Within 8 days of After Execution of Agreement	20%
3	Within 8 days of the on completion of the plinth pertaining to the said flat	15%
4	Within 8 days of the floor slab pertaining to the said flat	25%
5	Within 8 days on completion of Walls, Internal Plaster, Floorings Doors and window of the said flat	5%
6	Within 8 days of completion Sanitary Fittings, Staircase, Lift Well, Lobbies upto the	5%

	floor level of the said flat.	
7	Within 8 days of Completion of External Plumbing, External Plaster, elevation, terraces with water proofing of the of the building in which the said flat is located.	5%
8	Within 8 days of Completion of Lift, Water Pump, Electrical Fitting etc. of the said flat	10%
9	At the time of delivery of possession of the said flat or after receipt of the completion certificate by the Promoters to Purchaser/s	5%
	Total	100%

Terms & Condition

1. The amounts of Good and Service Tax, Stamp Duty, Registrarion Fee are as per todays applicable rates. The Allotee/s shall be bear and pay any change in such taxes and duties from time to time as applicable or any other charges levied by Government in future . The Allottee shall pay applicable Service Tax/GST on each of the installment payable to us.

2. Payment should made within 15 days from the date of demand by cheque and /or demand draft.

3. If you intend to cancel allotment of the said apartment you shall submit to us application for cancellation of of Allotment in prescribed form and along with original copies of receipt issued by us.

4. Transfer or Sale of the Flat is not allowed till full flat/Apartment cost is received.

Thanking you

Yours faithfully,

For Dugad Reality

(Authorised Signatory/Partner)