

AGREEMENT

This AGREEMENT is executed here at Pune on this ____ day of _____ month of the year, 2020,

Between

M/s. S. S. PROPERTIES (PAN: ABG F S 8462 F), a partnership firm registered under the provisions of the Indian Partnership Act,1932, having its office at 102, Kumar Vastu, Bhosale Nagar, Range Hills, Pune: 411020, represented by its duly authorised partner

SACHIN RIKHABLAL BHANDARI, aged about 39 years, occ: business, residing at Plot No.9, Chaya Society, LC Road, Erandawane, Pune: 411 004

OR

RAJ DEEPAK SHAH, aged about 37 years, occ: business, residing at Shail Deep, 46/47, Panchavati Colony, Talegaon Dabhade, Taluka Maval, District Pune,

OR

GHANSHYAM SUKHWANI, aged about 66 years, occ: business, residing at 32, Sukhwani Chambers, Pimpri, Pune 411 018,

...hereinafter called as the “PROMOTER”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its partners, their respective heirs, successors, survivors, executors, administrators and assigns, ... of the ONE PART,

And

Full name (capital)		
Age/ occ		
PAN/ Aadhaar		
Residing at		

Mobile/ e-mail		
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Full name (capital)		
Age/ occ		
PAN/ Aadhaar		
Residing at		
Mobile/ e-mail		

...hereinafter called as the “**ALLOTEE**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its plural (if any) and his/ her/ their respective heirs, successors, survivors, executors, administrators and assigns, **... of the SECOND PART,**

W H E R E A S,

- a. the Promoter owns or otherwise entitled by following instruments to all those pieces of land bearing Survey Nos.43/8, 43/9, 43/10, 43/11, 43/12A, 43/12B, 43/13/1, 43/13/2, 43/14/1, 43/14/2, 44/8/1 all situate at village Balewadi of Taluka Haveli, District Pune, within the limits of the Municipal Corporation of the City of Pune, more particularly described in SCHEDULE-1 given hereto, under the instruments enumerated herewith (hereinafter *collectively* referred to as the said “**LAND**”) and is entitled to develop the said Land, construct multi-storey building/s thereon in phase-wise manner or otherwise, and to dispose of the same by sale or otherwise transfer to the intending allottees and to receive, collect and appropriate the returns thereof from them,

Survey No.	Particulars		
	Type of document	Reg. No and date	Haveli No.
43/9, 43/10, 43/11, 43/12A, 43/12B,	Sale Deed	5541/2010	15
43/13/1,	Sale Deed	8548/2011	13

43/13/2, 43/14/1, 43/14/2		Dated:11.10.2011	
43/8	Agreement of Exchange	9574/2010 dtd.27.12.2010	15
44/8/1	Sale Deed	2127/2012 Dated 13.03.2012 Registered	15

- b. statutory compliances pertaining to the development of the said Land are as enumerated below:

RERA	No., dated under section 3(1) r/w section 5 of the Real Estate (Regulation and Development) Act 2016 r/w Rule 6 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules 2017 with the Real Estate Regulating Authority, Maharashtra, a copy whereof is appended herewith.
Zone	The said Land is in ‘residential zone’ (as per the Final Regional Plan of Pune Region, drawn, finalised and enforced w.e.f. 10.02.1998, as also in the Development Plan published on 30.03.2005 for extended area of the City of Pune, under the provisions of the Maharashtra Regional and Town Planning Act 1966. Zone certificate is appended herewith.
Project	One Residential Building No.“C” more particularly described in <u>SCHEDULE-2</u> given hereto and referred to herein as the said “ PROJECT ” which only is the subject matter of this agreement.
Construction	The Municipal Corporation of the City of Pune, presently approved and sanctioned the plans for land and amalgamation layout, the building layout and the plans

	for construction of the building on the said Land, <i>vide</i> the following commencement certificates subject to revision in terms of this agreement. (i) CC/1525/11 dated 26.07.2011 r/w corrigendum No. Zone 1/2026 dated 25.11.2011 (ii) Commencement Certificate No.CC/1947/2015, dated 22.09.2015, (iii) Commencement Certificate No.CC/3136/2015, dated 28.12.2015 and (iv) Commencement Certificate No.CC/4071/2015, dated 10.03.2016
Completion Certificate	The building Nos.A, B and D have been completed as witnessed by following occupancy/ completion certificates issued by the Municipal Corporation of the City of Pune: (i) OC No. 1261/15 dated 21/12/2015 (ii) OC No. 0988/15 dated 31/10/2015
Land use	Permission to use the said Land for non-agricultural purposes of residence and commerce by Collector, Pune, under section 44 of the Maharashtra Land Revenue Code 1966 (i) PMH/NA/SR/574/2011 dated 31.10.2011 in respect Survey Nos. 43/9 to 43/12B, (ii) PMH/NA/SR/1190/15 dated 30.04.2015 in respect Survey Nos. 43/8 to 43/13/1 to 43/14/2, (iii) PMC/PRA/NOC/SR/21/16 dated 22.07.2016 in respect Survey No. 44/8/1
Separate Project Account	Presently at _____ bank

- c. the following professional consultants have been appointed by the Promoter for the ownership project on the said Land:

Architect	Milind Patil CA/89/12285, registered with the Council of Architects, of who has dawn the plans for construction of the building/s on the said Land, a copy of the appointment letter and acceptance whereof is appended hereto.
RCC/ Structural Engineer	G.A. Bhilare Consultants Private Limited of 76/13 Gaurinandan Shantisheela society Law College Road, near FTII, Erandwane, Pune, Maharashtra 411004, at Registration No.CIN-U-74210 PN 2002 PTC 017080, which has drawn the plans of structural design of the building/s on the said Land, a copy of the appointment letter and acceptance whereof is appended hereto.

- d. the Promoter accordingly, commenced the development and construction of the **Residential Building No. C** on the said Land in accordance with the sanctioned building plans (*subject to revision therein, if any*), **which only is the subject matter of this agreement** (the said “PROJECT”),
- e. the Allottee herein agreed to purchase from the Promoter all that Residential Unit together with exclusive facilities as appurtenant thereto (*if so specifically mentioned*), more particularly described in SCHEDULE-3 given hereto and as delineated in the floor map annexed herewith in accordance with the specifications given hereto (hereinafter referred to as the said “APARTMENT”) for the price and other payables as hereinafter mentioned,
- f. subject to otherwise agreed, reserved and provided herein, the parties hereto therefore, have executed this agreement to sell, witnessing the terms and conditions thereof, in compliance to section 4 of MOFA r/w section 19 of RERA, as under:

THEREFORE, THIS AGREEMENT WITNESSETH:

1.

(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the said Apartment (described in SCHEDULE-3) for the lump sum aggregate price of Rs._____-/- (_____-/-) (*subject to Tax Deduction at Source (TDS) under section 194-IA of the Income Tax Act 1961, if so applicable*), partly paid and the balance payable as hereinafter mentioned.

Sr.	Amount (Rs)	Particulars
1	Rs._____-/-	10% of the total price to be paid by the Purchaser before execution of this agreement.
2	Rs._____-/-	20% of the total price to be paid by the Purchaser on or after execution of this agreement.
3	Rs._____-/-	15% of the total price payable by the Purchaser to the Promoter at the time of completion of the plinth
4	Rs._____-/-	10% of the total price payable by the Purchaser to the Promoter at the time of commencement of the 3rd slab of the Building
5	Rs._____-/-	05 % of the total price payable by the Purchaser to the Promoter at the time of commencement of the 6 th slab of the Building
6	Rs._____-/-	05 % of the total price payable by the Purchaser to the Promoter at the time of commencement of the 12 th slab of the Building
7	Rs._____-/-	05% of the total price payable by the Purchaser to the Promoter at the time of commencement of the 18 st slab of the Building
8	Rs._____-/-	2.5% of the total price payable by the Purchaser to the Promoter on completion of walls, internal plaster of

		the said unit
9	Rs.-----/-	2.5% of the total price payable by the Purchaser to the Promoter on floorings, doors and windows of the said unit
10	Rs.-----/-	2.5% of the total price payable by the Purchaser to the Promoter on Completion the Staircases, Lift wells upto the floor level of the said unit
11	Rs.-----/-	2.5% of the total price payable by the Purchaser to the Promoter on Completion the sanitary Fittings, lobbies upto the floor level of the said unit
12	Rs.-----/-	2.5% of the total price payable by the Purchaser to the Promoter on Completion the external plumbing and external plaster of the said building or wing of the said unit
13	Rs.-----/-	2.5% of the total price payable by the Purchaser to the Promoter on Completion of the elevation, terraces with waterproofing of the said building or wing of the said unit
14	Rs.-----/-	10% of the total price payable by the Purchaser to the Promoter on Completion of the lifts ,water pumps ,electrical fittings, electro, mechanical, and environment requirements ,entrance lobby/s, plinth protection ,of the said wing
15	Rs.-----/-	5% Balance amount of the total price payable by the Purchaser to the Promoter at the time of delivery of possession on or after occupancy of certificate or completion certificate of the said unit
Rs.-----/-		Total (Rupees ----- Only) amount (100%)

Out of the said purchase price, the Purchaser partly paid an amount of **Rs.-----/-** out of the said consideration to the promoter. The payment and receipt whereof is hereby admitted and acknowledged by the promoter.

The payment has to be made by A/c. payee Cheque /DD in the name of "S. S. Properties 43PD - C Wing RERA A/c" A/c. No. 409243434343" having at RBL Bank Camp Branch, Pune, IFSC code : RATN0000157. (However the said A/c. Number may changes once promoter avail loan from any bank/financial authority)

- (b) The said price excludes taxes consisting of tax levied or which may be levied as and towards of Goods and Service Tax (Central or State), or any such statutory levy which may be levied, in connection with the construction of and carrying out the project recoverable by the Promoter, up to the date of delivery of possession of the said Apartment by the Promoter to the Allottee.
- (c) The said price is also subject to escalation or increase 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 or 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 such authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter to the Allottee.
- (d) 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.
- (e) In the event of dishonor of any cheque issued by the Allottee for payment under this agreement, the Allottee shall be liable to reimburse to the Promoter the bank charges levied at actual + 10% thereon to the Promoter towards expenses.

- (a) 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 said Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.
- (b) Time is essence for the Promoter as well as for the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy/ completion certificate. Similarly, the Allottee shall make timely payments of the installments 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.
- (c) The Promoter hereby declares that Floor Space Index available as on date in respect of the said Project 11383.44 sq.mt. comprising of basic Floor Space Index (FSI), additional FSI on payment of premium or additional FSI by way of Transferable Development Rights (TDR), or additional FSI by way of incentive available and permissible under the concerned Development Control and Promotion Regulation or which may be available in future on modification to Development Control and Promotion Regulations, which are applicable to the said Project.

3.

- (a) If the Promoter fails to abide by the time schedule for completing the project and deliver possession of the said Apartment to the Allottee, the Promoter agrees to pay to the Allottee who does not intend to withdraw from the project, interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum on all amounts paid by the Allottee till delivery of possession of the said Apartment.

- (b) The Allottee agrees to pay to the Promoter interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum on all delayed payments 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 to the Promoter.
- (c) Without prejudice to the right of the Promoter to charge interest, 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 more than one defaults in payment of agreed installments, the Promoter shall at his own option, may terminate this Agreement.
- (d) Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by Registered Post Acknowledgement Due/ Courier at the addresses provided by the allottee or 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.
- (e) Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (*subject to adjustment and recovery of any damages or any other amount which may be receivable by the Promoter*) within a period of 30 (thirty) days of the termination, the installments of sale consideration of the said Apartment which may till then have been paid by the Allottee to the Promoter towards purchase price of the said Apartment. In the event of this agreement being cancelled by the Allottee for any reason whatsoever, the Promoter shall be entitled to retain, withhold and forfeit 10% of the total agreed consideration to cover opportunity lost and towards administration and other expenses from and out of the amount until then paid by the Allottee to the Promoter and the Promoter shall be liable to repay

only the balance amount (if any) from the amount received by the Promoter on resale of the said Apartment. However the Promoter shall not be liable to compensate or refund the amount to the Allottee paid by him/her/them earlier towards stamp duty, registration fees, GST and/or such any other amounts under any head in respect of the said Apartment, as well as the Promoter shall be entitled to deduct the amount from the amount of installments if the promoter has paid the same under such heads to the concern authority.

4.

- (a) The Promoter shall deliver possession of the said Apartment to the Allottee by **31/12/2022**. If the Promoter fails or neglects to give possession of the said Apartment to the Allottee 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 said Apartment with interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.
- (b) The period of delay caused in completion of the construction of the said Apartment on account of
 - I. *force majeure*, civil commotion, war, strike, boycott, *bandh*, threat,
 - II. non-availability or scarcity of any building material or finishing articles or labour supply,
 - III. prohibitory orders from any court or authority or
 - IV. time taken for issuance of completion/ occupancy certificate by the concerned planning authority,
 - V. Delay in grant of any NOC/permission/license/ connection/ installation of any services such as elevators, electricity and water connections and meters to the scheme/ flat/ road etc. or completion certificate from any appropriate authority.
 - VI. any other reasons beyond the control of the Promoter, shall not be included and shall be excluded from computation of the period of

completion of the said Apartment and delivery of possession thereof to the Allottee.

5.

- (a) The Promoter, upon obtaining the completion/ occupancy certificate from the concerned competent authority and the payment made by the Allottee as per the agreement shall offer in writing, possession of the said Apartment, to the Allottee in terms of this Agreement to be taken within a period of 15 (Fifteen) days from the date of issue of such letter.
- (b) At the time of accepting possession of the said Apartment, the Allottee shall execute possession receipt or such other documents as may be prescribed by the Promoter.
- (c) In case the Allottee fails to take possession within the time stipulated above, the Allottee shall continue to be liable to pay maintenance charges as applicable.
- (d) If within a period of 5 (five) year from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the building in which the said Apartment is located or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its 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. However door frames, flooring and polishing would not cover under defect liability period.
- (e) However, the promoter shall not be liable to rectify/ remove/ alter any material used in the said Apartment, wherein manufacturer of the product has not given warranty/guarantee for 5 (five) years from the date of its utilization. Any electrical / electronic product, glass product, sports flooring, mosquito mesh and such other material are not covered under this term of 5 (five) years warranty period.

- (f) Provided further that the Allottee shall not carry out any alterations of whatsoever nature in the said Apartment or any fittings therein. In particular, it is agreed that the Allottee shall not tamper with or make any alteration in any of the fittings, pipes, air condition elevation, water supply connections or any of the erections in the bathroom as this may result in seepage of water and / or affect the strength of the structure. If any of such works are carried out without the written consent of the Promoter, the Allottee shall not be entitled to the warrantee regarding the defect liability as mentioned hereinabove and the alleged defect liability of the Promoter shall automatically stand extinguished.
- (g) The Promoter is constructing the entire project as per the details mentioned in the Schedule - 2 given herein below. However the height or number of floors or number of Apartments or the common amenities in and for the said Project may change or altered at the discretion of the Promoter.
- 6.
- (a) The Allottee shall use the said Apartment or any part thereof only for purpose of permitted by the sanctioned plans, and for no other purposes. The Allottee shall use the exclusive facility of parking appurtenant thereto (*if so specifically mentioned*) only for the purposes of parking of vehicles, and for no other purposes.
- (b) The Allottees of Building Nos.A, B and D have formed themselves into a tenant partnership co-operative housing society, in the name of **“43 Privet Drive Co-operative Housing Society Limited”** under the provisions of the Maharashtra Co-operative Societies Act 1960 The Allottees of the said Project (Building-C) shall be obliged to become members of the said Society. Subject hereto, the Promoter in its discretion may form building wise tenant partnership co-operative societies and execute conveyance of the superstructure of the building in favour of such concerned society and convey the said Land in favour of their apex/ federal body or convey proportionate undivided share to the extent of the concerned of the buildings in favour of the given society.

- (c) The Allottees hereby agree that in the event of the acquisition of any portion of the said Land prior to the issuance of the final occupation certificate relating to the buildings on the said Land, all the benefits of such acquisition including compensation and/or grant of FSI/ TDR shall be the exclusive property of the Promoter and the Allottees or their co-operative society shall have no right, claim or demand in respect thereof or any part thereto.

7.

- (a) From the date of the letter given by the Promoter to the Allottee that the said Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the project on the said land such as 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, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the project.
- (b) The Allottee shall be obliged to make any payment, in common with other Allottee in project in proportion to the carpet area of the said Apartment to the total carpet area of all Apartments in the Project.
- (c) On or before delivery of possession of the said Apartment by the Promoter to the Allottee, the Allottee shall deposit with the Promoter, an amount towards common maintenance Rs. /- as well as Proportionate share of taxes and other charges or other levies separately to the concern authority. The allottee shall also liable to pay the amount of Rs. /- towards sinking fund.
- (d) Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or Allottee and/or after entrustment of common maintenance by the Promoter to the organization of the Allottees, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Allottee shall be liable to bear, pay and contribute to such additional charges as may be levied and

demanded by the Promoter and/or such organization, as the case may be. If in case water is purchased by Promoter through tankers then in that circumstances the funds will deducted from the advance/ *ad hoc* maintenance deposit.

- (e) The Promoter shall maintain the above amount in a separate project maintenance account, a separate bank account and meet the expenses of common maintenance only for a period of **One year** from completion of construction of the said Apartments and/or from the date of intimation of handing over possession of the of the Apartment whichever is earlier.
 - (f) Irrespective of the Allottee not taking possession of the said Apartment within the stipulated time as called upon by the Promoter, the Allottee shall be liable to pay the routine maintenance and other maintenance deposit amount from the date of the intimation of completion of construction of the said Apartment. The Promoter will hand over the possession of the said Apartment only when the said amount is paid the Allottee.
 - (g) In case any additional amount is found to be required for common maintenance, the Allottee agrees to contribute thereto, as may be called upon by the Promoter.
 - (h) The Allottee shall also separately pay the amount towards share money, application fees, entrance fees for the organization, all legal cost, charges, expenses, electricity, water, LPG and other utility connection and service charges and deposits to, and as and when called upon by the Promoter and in any case prior to delivery of possession of the said Apartment:
8. The Promoter hereby represents and warrants to the Allottee as follows :
- (a) 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.

- (b) There has been litigation pertaining to the said Land enumerated in the Annexure given hereto as also in the Title Report and Supplements thereto issued by Advocate.
- (c) As mentioned in the title report copies of which have been delivered by the Promoter to the Allottee, there has been some litigation pending pertaining to the said Land. Except such litigation there is no litigation pending. The Allottee has been made aware of these litigations.
- (d) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and obtain requisite approvals from time to time to complete the development of the project.
- (e) There are no encumbrances upon the project land or the Project except those disclosed in the title report.
- (f) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building is 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 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 and common areas.
- (g) 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.
- (h) 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 said Apartment which will, in any manner, affect the rights of Allottee under this Agreement.

- (i) No notice from any statutory authority has been received or served upon the Promoter in respect of the said Land and/or the project thereon, except those disclosed in the title report.

9. The Allottee hereby covenants with the Promoter as follows:

- (a) To maintain the said Apartment at his/ her/ their own cost in good and tenantable repairs and condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situate which may be against rules, regulations or bye-laws or change or alter or make addition in or to the building in which the said Apartment is located and the said Apartment itself or any part thereof without the consent of the society and/or statutory authorities, if required.
- (b) Not to store in the said 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 said 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 said Apartment is situated, including entrances of the building in which the said Apartment is situated and in case any damage is caused to the building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (c) To carry out at his own cost all internal repairs to the said Apartment and maintain the said 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 said Apartment is situated or the said Apartment which may be contrary to the rules and

regulations and bye-laws of the concerned statutory authority. In the event of the Allottee committing any act in contravention thereof, the Allottee shall be responsible and liable for the consequences thereof.

- (d) Not to demolish or cause to be demolished the said 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 said Apartment or any part thereof, nor any alteration in the elevation of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said 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 said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural members in the said Apartment without the prior written permission of the Promoter and/or the Society or the concerned planning authority.
- (e) 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 said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (f) 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 said Apartment is situated.
- (g) 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 said Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- (h) 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 said

Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up by the Allottee.

- (i) The Allottee shall observe and perform all the rules and regulations which the Society or or Apex Body or Federation may resolve or frame for protection and maintenance of the said building and the said Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society Apex Body or Federation regarding the occupancy and use of the said 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.
 - (j) 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.
10. The standard fixtures, fittings and amenities i.e. specifications to be provided by the Promoter for the said Apartment and the building-C on the said Land, are set out and appended herewith.
11. 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 Land and Building or any part thereof. The Allottee shall have no claim save and except in respect of the said 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 or other body and until the project is transferred.
12. This agreement is confined only to the said Project (Building-C). Irrespective of anything contained anywhere in this agreement, the Promoter has reserved all its rights to construct the residential or commercial building/s

on any other portion of the larger land. The Promoter has disclosed that the promoter has proposed to construct Commercial Building on the part of the land area 11253.15 Sq. Mtrs. out of the entire land described in Schedule - I having with B1+B2+LG+G+18Floors (approximate) by utilizing of 37309.18 Sq. Mtrs. Total Proposed FSI (Including TDR) (approximate). The Allottee hereby even otherwise, accords his irrevocable consent for the Promoter to accordingly, construct any such residential or commercial building on any other part of the larger land.

13.

- (a) The *Promoter has not availed any loan or finance for the project on the said Land from any bank or institute/ *availed loan from _____ bank for the said Project on the security of the said Project by way of mortgage dated _____ registered with the Sub-Registrar, Haveli No. __ at serial No. _____/_____.
- (b) The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said Land, for which the Promoter shall be entitled to create security either by way of mortgage or otherwise, on the said Land in favour of such bank/s and/or financial institute and/or person for the loan.
- (c) The Allottee hereby accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institute and/or person, and agrees not to raise any obstruction and/or impediment and/or any objection pertaining thereto.
- (d) In the event of the Promoter availing such loan, the Promoter shall be bound to send written intimation about availing of any such loan to the Allottee.
- (e) However, in no circumstance the rights of the Allottee pertaining to the said Apartment shall be adversely be affected. The Promoter shall keep the

Allottee duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses.

- (f) In the event of the Promoter availing such loan, the Promoter shall be entitled to call upon the Allottee to make payment of the balance amount payable by the Allottee to the Promoter under this agreement, directly to such bank/s and/or financial institute and/or person, as the case may be, towards repayment thereof. The amount so paid by the Allottee to such lender, shall be, and shall be treated to be the payment made by the Allottee to the Promoter.
- (g) The Allottee shall be at liberty to seek borrowing for purchase of the said Apartment from the Promoter on the security of this agreement, provided that the entire responsibility for refund/ repayment thereof, shall exclusively be upon the Allottee.

14. Except otherwise provided herein, or the context otherwise requires, this agreement shall always be subject to the provisions of the MOFA and the RERA and the rules made therein.

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Stamp duty particulars

Prescribed valuation as per Annual Statement of Rates,2017-2020 -----, as described in Sector 58/679.7	
Total prescribed valuation	Rs.-----
Total agreed price	Rs.-----
Stamp duty (as per Article 25(b)(i) of Schedule-I to the Maharashtra Stamp Act) on higher amount of the two above.	Rs.-----

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SCHEDULE.1

(description of the said “LAND”)

All those pieces of land, bearing

Survey No.	Area H. A	Boundaries			
		East	South	West	North
43/8	0.61.00	Survey No. 43/9	Road	Survey No. 4	Survey No. 42
43/9	0.45.00	Survey No. 43/10	Road	Survey No. 43/8	Remaining portion of Survey No. 43/1 to 7
43/10	0.24.00	Survey No. 43/11	Road	Survey No. 43/9	Remaining portion of Survey No. 43/1 to 7
43/11	0.38.00	Survey No. 12A	Road	Survey No. 43/10	Remaining portion of Survey No. 43/1 to 7
43/12A	0.14.75	Portion sold to Sahebrao Nivrutti Balwadkar and then Survey No. 43/12B	Part Road	Survey No. 43/11	Remaining portion of Survey No. 43/1 to 7
43/12B	0.13.59	Portion sold to Sahebrao Nivrutti Balwadkar and then Survey No. 43/13/1	Part Road	Survey No. 43/12A	Remaining portion of Survey No. 43/1 to 7

43/13/1	0.16.50	Survey No. 43/13/2	30 meter wide road	Survey No. 43/12/B	Survey No. 43 Part
43/13/2	0.16.50	Survey No. 43/14/1	30 meter wide road	Survey No. 43/13/1	Survey No. 43 Part
43/14/1	0.28.00	Survey No. 43/14/2	30 meter wide road	Survey No. 43/13/2	Survey No. 43 Part
43/14/2	0.28.00	Survey No. 3	30 meter wide road	Survey No. 43/14/1	Survey No. 43 Part
44/8/1	0.08.00	S. No. 44 Hissa No. 9	Remaining part of S. No. 44/8/1	S. No. 43/14B (Part)	S. No. 43 (Part)

thus, aggregating to “Hectare 2.93.34 Are” (29,334 sq. mt. = 3,15,751.17 sq. ft.) situate at village Balewadi of City of Pune, Taluka Haveli, District Pune, within the limits of Registration District of Pune, Sub-Registration District Taluka Haveli and the Municipal Corporation of the City of Pune, and which are collectively bounded by as under:

East : Survey No. 3 & Survey No.44 part
South : 30 meter wide road,
West : Survey No. 4
North : Survey No. 43 (part).

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SCHEDULE-2
(description of the said “PROJECT”)

All that Residential **“43 PRIVET DRIVE- C Building”** on a portion of physical land out of the said Land (described in SCHEDULE-1 above) having following particulars:

Physical portion of the land lying on 4209.21 sq.m out of the said Land	4209.21sq.mtr. sq.mt. (approx)
Storey	Podium + Stilt + 21 floors of super structure slab above stilt floors (out of that 11 flats are stationed as on

	date and balance 10 floors proposed to be sanctioned)
FSI (basic, paid, TDR or otherwise)	14500 sq.mt. Approximately (including FSI + TDR)

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SCHEDULE-3
(description of the said “APARTMENT”)

All that

Residential Apartment	No._____
Building	No._____/ _____
Floor	
Area	_____ sq.mt. (_____ sq.ft.) carpet area
Exclusive facility	Attached terrace admeasuring _____ sq.mt. Enclosed Balcony admeasuring _____ sq.mt. Dry Balcony admeasuring _____ sq.mt.

being constructed on land more particularly described in Schedule-1 above, together with fixtures, fittings, facilities, amenities, exclusive facility (if specifically agreed to), and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto, and as delineated in the floor map annexed hereto.

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Specifications & Amenities

RCC	1. Earthquake resistant as per seismic design 2. Slab top to slab top height 3.10 metre
Brick work & Plaster	1. Siporex / Ecolite ACC Blocks 2. External Double Sand Faced Finish 3. Internal walls with smooth Gypsum / Pop finish of Saint Gobain / Buildon make

Entrance lobby	1. Air conditioned entrance lobby with security 2. Marble / Granite flooring and cladding 3. Access controlled door
Paint-	1. External-Superior crack resistant, weather proof paint 2. Internal Jotun or Equivalent Acrylic Emulsion paint for walls and ceiling
Plumbing-	1. Concealed CPVC and UPVC piping 2. Arrangement for washing machine and dish washer in dry balcony
Kitchen / Dry balcony-	1. Designer modular kitchen with chimney & hob (Faber or Equivalent) 2. Scratch resistant SS sink with drain board (Franke or equivalent) 3. Granite / Quartz -Top kitchen platform 4. Superior quality ceramic wall tiling 5. Gas leak detector system 6. Reticulated piped gas system 7. 4' height tiles in dry balcony
Terrace / Sit out-	1. Laminated S S Railing with glass 2. Private Sit out to living & dining on each floor 3. False ceiling with light fittings 4. Wooden finish flooring tiles 5. Drain channels in sit out area
Bathrooms-	1. Exclusive bathrooms with designer premium sanitary ware (Toto or equivalent) 2. CP fitting make Toto / Grohe/ Jaquar or equivalent 3. Shower enclosure in master bathroom 4. Designer dado tiles in all bath rooms up to lintel level 5. Hot and cold water in wash basins for master and guest bathrooms

	6. Counter washbasin in all bathrooms 7. Mirrors for all bathrooms 8. Rain + hand shower in master bathroom 9. False ceiling with light fittings in all bathrooms 10. Exhaust Fans in all bathrooms
Doors / Windows-	1. 40mm thick Designer laminated wooden main door with Digital lock of Yale / Godrej 2. 32mm Internal laminated flush doors with premium fixtures of Godrej or equivalent 3. System window and sliding door with mosquito mesh of Hindalco or Equivalent 4. Granite / Marble frame for sliding doors and windows
Flooring-	1. Imported marble flooring in foyer, living, dining, passage, master bed room and kitchen 2. Wooden flooring in Common and Guest bed room
False ceiling-	1. Gypsum false ceiling in living and dining area with light fittings
Electrification-	1. Concealed copper wiring with circuit breakers 2. TV point in living & ensuite bedrooms 3. Premium modular switches of Legrand / Schneider or Equivalent 4. Adequate electrical points for appliances in Kitchen 5. Shuttered plug socket to avoid accidental contact 6. Limited Inverter power back-up for each apartment 7. Provision for A/C in all bedrooms, living and dining 8. 3-Phase connection for all flats

	9. 2-way light and fan switches in all bedrooms 10. Concealed foot lamps in all bedrooms
Automation & Security-	1. Color Video Door Phone 2. Intercom connectivity between all apartments & security cabin
Common Amenities-	1. Bay window in master bed room at even floor 2. High Speed elevators with Auto Rescue Device (ARD) 3. Energy efficient LED lighting at designated common areas 4. Power backup for elevators 5. Rain water harvesting and sewage water recycling plant 6. Garbage chute for easy disposal of waste 7. Washroom facility for domestic help in parking area 8. Drivers area furnished with washroom at parking area 9. False ceiling in lift lobbies 10. 24 Hours surveillance by CCTV cameras in designated common areas 11. Advanced secure fire fighting system with fire staircase and FHC 12. Public address system in entire flat 13. Sprinkler system in entire building
Common area lobby-	1. Vitrified flooring and lift wall cladding for all lift lobbies. 2. False ceiling with LED fixtures

ANNEXTURE - I

Kiran Kothadia,

Advocate

Shree Amey, 1187/37, Shivaji Nagar, Pune - 5

Ph. No. : 020-25534463

Date: 04.03.2020

CERTIFICATE OF TITLE

I have caused search to have been taken relating to, and investigated the title of the Promoter to the said Land (described in SCHEDULE.1 above) by perusing relevant documents relating thereto, and furnished title report dated Title Report dated Title Report dated 08.04.2011, Corrigendum thereto dated 08.11.2011, Supplement-1 dated 21.11.2013 and Supplement-2 dated 02.06.2015, Supplement-3 dated 12.03.2020, Title Report 27.02.2015 Supplement-1 dated 06.03.2020 and as stated therein, I am of the opinion that;

- (a) the Promoter is the owner of the respective pieces of land as enumerated in the said title report and also in the table given in the recital above, as is also entitled to Survey No.43/8 by way of exchange,
- (b) the said Land is free and marketable, Subject litigation; pending or decided as mentioned in Title report mentioned herein above.
- (c) the Promoter is entitled to develop the said Land by constructing a building/s thereon, comprising of independent Units for residence and commerce, and to enter into this agreement to sell with the intending purchaser.

Sd/-

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ANNEXTURE-II

CONSENT LETTER BY THE PURCHASER

I/We, the Allottee herein, do hereby accord my/Our consent to the Promoter to effect any changes, revisions, renewals, alterations, modifications, additions et cetera in the layout of the said Land (described in SCHEDULE.1 written herein above) and/or building and/or structures on the said Land.

I/We, the Allottee herein, further accord my/our “no objection” for the Corporation of the City of Pune to pass or revise layout/s or plans, as may be submitted by the Promoter.

However, the construction of the said Apartment agreed to be purchased by me shall not be adversely affected.

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

M/s. S. S. Properties through its duly authorized partner (Sachin R. Bhandari AND / OR Raj Deepak Shah AND / OR Ghanshyam J. Sukhwani) (the Promoter)		
Photograph	LHTI	Signature

-----/----- (Allottee)		
Photograph	LHTI	Signature

Witnesses No. 1	Witnesses No. 2
Sign: Name: Add.:	Sign: Name: Add.: