



**// SHREE GANESHAJ NAMAHA //**

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE IS EXECUTED AT PUNE ON THIS \_\_\_\_\_ DAY  
\_\_\_\_\_, 2019**

**BETWEEN**

**SHRI. AKASH SATISH PATIL**

Age: 25 yrs., Occup: Business

**PAN : BQMPP5529E**

Office at : 'A' Wing, 1<sup>st</sup> Floor, Ganesh Heights,  
Ganeshnagar, Dapodi, Pune - 411012.

Hereinafter called & referred to as the “**OWNER / PROMOTER / DEVELOPER**”  
(which expression shall unless it be repugnant to the context or meaning thereof  
shall mean & include its present & future Partners, their executors,  
administrators, assigns etc.) **.....OF THE FIRST PART**

**AND**

1) **MRS.** \_\_\_\_\_  
Age: \_\_\_\_ yrs. Occup.: \_\_\_\_  
**PAN :** \_\_\_\_\_

2) **MR.** \_\_\_\_\_  
Age: \_\_\_\_ yrs. Occup.: \_\_\_\_  
**PAN :** \_\_\_\_\_

**Both R/at :** \_\_\_\_\_,  
\_\_\_\_\_.

Hereinafter called & referred to as “**THE PURCHASER/S**” (which expression  
shall unless it be repugnant to the context or meaning thereof shall mean &  
include himself/herself/themselves, his/her/their heirs, executors, administrators,  
assigns etc.) **.....OF THE SECOND PART**

**AND**

1. Shri. Balasaheb alias Balu Kisan Pingale  
Age: 70 Years, Occu: Farmer  
PAN – ABKPP7224Q
2. Shri. Popatrao alias Popat Kisan Pingale  
Age: 62 Years, Occu: Farmer  
PAN – AAZPP3642A
3. Shri. Shrikant Kisan Pingale  
Age: 59 Years, Occu: Farmer  
PAN – AAZPP3707E
4. Shri. Laxman alias Laxmanrao Vishwanath Pingale  
Age: 69 Years, Occu: Farmer  
PAN – ABMPP3994R
5. Shri. Harishchandra Vishvanath Pingale  
Age: 59 Years, Occu: Farmer  
PAN – AUGPP3487L
6. Shri. Sunil Vishvanath Pingale  
Age: 50 Years, Occu: Farmer  
PAN – AIIPP7163R
7. Sou. Mandabai Balasaheb Pingale  
Age: 65 Years, Occu: Housewife
8. Shri. Surendra Balasaheb Pingale  
Age: 40 Years, Occu: Service & Farmer  
PAN – AKCPP4682P
9. Sou. Ranjana Popat Pingale  
Age: 59 Years, Occu: Housewife  
PAN – AAVPP4130F
10. Shri. Nilesh Popat Pingale  
Age: 38 Years, Occu: Service & Farmer  
PAN – AXXPP7356G
11. Shri. Yogesh Popat Pingale  
Age: 34 Years, Occu: Service & Farmer  
PAN – AVHPP4272F
12. Sou. Meena Shrikant Pingale  
Age: 52 Years, Occu: Housewife  
PAN – AXXPP7416R
13. Shri. Sameer Shrikant Pingale  
Age: 31 Years, Occu: Service & Farmer  
PAN – BHMPP0665C
14. Shri. Suhas Shrikant Pingale  
Age: 28 Years, Occu: Service & Farmer  
PAN – BHMPP0666B

15. Sou. Shakuntala Laxmanrao alias Laxman Pingale

Age: 66 Years, Occu: Housewife

PAN – ABFPP6600H

16. Shri. Nitin Laxman Pingale

Age: 44 Years, Occu: Service & Farmer

PAN – ABNPP0115B

17. Shri. Santosh Laxman Pingale

Age: 40 Years, Occu: Service & Farmer

PAN – AHXPP6562A

18. Sou. Kalpana Harishchandra Pingale

Age: 52 Years, Occu: Housewife

PAN – ABGPP3946B

19. Shri. Sagar Harishchandra Pingale

Age: 31 Years, Occu: Service & Farmer

PAN – BERPP2381H

20. Shri. Shekhar Harishchandra Pingale

Age: 27 Years, Occu: Service & Farmer

PAN – BATPP2867G

21. Sou. Rupali Sunil Pingale

Age: 42 Years, Occu: Housewife

PAN – BESPP3152D

22. Shri. Nikhil Sunil Pingale

Age: 23 Years, Occu: Service & Farmer

PAN – CGXPP5151N

23. Shri. Omkar Sunil Pingale

Age: 20 Years, Occu: Service & Farmer

PAN – DDOPP0450D

All R/ at : Geetai Colony, Chikhali Akurdi Road,  
Chikhali, Pune- 412114

**Above 1 to 23 through their POA Holder**

**SHRI. AKASH SATISH PATIL**

Age: 25 yrs., Occup: Business

Office at : 'A' Wing, 1<sup>st</sup> Floor, Ganesh Heights,  
Ganeshnagar, Dapodi, Pune – 411012.

Hereinafter called & referred to as “**THE CONSENTING PARTY**” (which expression shall unless it be repugnant to the context or meaning thereof shall mean & include himself / herself / themselves, his/ her/ their heirs, executors, administrators, etc., )

**.....OF THE THIRD PART**

**WHEREAS:-**

- A.** The Properties i.e. Land bearing **Gat No. 1193 Hissa No. 1**, area admeasuring 00 H. 93 R. + Pot Kharaba 00 H. 05 R. thus total area admeasuring 00 H. 98 R. assessment of Rs. 5.21 Paise out of that **area admeasuring 00 H. 2.66 R. i.e. 2862 sq. fts. i.e. 265.98 sq. mtrs. and** Land bearing **Gat No. 1193 Hissa No. 8**, area admeasuring 00 H. 98 R. assessment of Rs. 5.20 Paise out of that **area admeasuring 00 H. 2.66 R. i.e. 2862 sq. fts. i.e. 265.98 sq. mtrs. is owned and possessed by Shri. Akash Satish Patil**, the Owner / Promoter / Developer (hereinafter referred to as 'the Owner and/or Promoter and/or Developer').
- B.** The Owner / Promoter / Developer herein has acquired right, title and interest in the aforesaid lands bearing **Gat No. 1193 Hissa No. 1**, area admeasuring 00 H. 93 R. + Pot Kharaba 00 H. 05 R. thus total area admeasuring 00 H. 98 R. assessment of Rs. 5.21 Paise out of that **area admeasuring 00 H. 2.66 R. i.e. 2862 sq. fts. i.e. 265.98 sq. mtrs. and Gat No. 1193 Hissa No. 8**, area admeasuring 00 H. 98 R. assessment of Rs. 5.20 Paise out of that **area admeasuring 00 H. 2.66 R. i.e. 2862 sq. fts. i.e. 265.98 sq. mtrs.** by virtue of registered Sale Deed dtd. 01/11/2017 executed by Shri. Balasaheb alias Balu Kisan Pingale and others as the "Owners" and with the consent of Sou. Mandabai Balasaheb Pingale and others as the "Consenting Party" in favour of Shri. Akash Satish Patil as the "Purchaser", which is duly registered in the office of Sub-Registrar Haveli No. 17, at Sr. No. 9180/2017 on 07/11/2017. Shri. Balasaheb alias Balu Kisan Pingale and others have also executed Irrevocable Power of Attorney dtd. 01/11/2017 in favour of Shri. Akash Satish Patil, which is duly registered in office of Sub Registrar, Haveli No. 17, at Sr. No. 9181/2017 on 07/11/2017.
- C. AND WHEREAS** the Property i.e. Land bearing **Gat No. 1194**, area admeasuring 00 H. 55 R. + Pot Kharaba area admeasuring 00 H. 01 R. **thus total area admeasuring 00 H. 56 R., i.e. 5600 sq. mtrs., assessment of Rs. 2.94 Paise**, lying and situated **at Village Chikhali, Tal. Haveli, Dist. Pune** and within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli **is possessed by Shri. Akash Satish Patil**, the Owner / Promoter / Developer herein;
- D. AND WHEREAS** the said Promoter / Developer has acquired valid development rights from Consenting Party in the aforesaid land bearing Gat No. 1194, for total area admeasuring 00 H. 56 R. i.e. 5600 sq. mtrs., by virtue of registered Development Agreement and Irrevocable Power of Attorney both dtd. 01/11/2017 executed by Consenting Party viz. Shri. Balasaheb alias Balu Kisan Pingale and others in favour of Shri. Akash Satish Patil, which are duly registered in the office of Sub-Registrar Haveli No. 17, at Sr. No. 9177/2017 and 9178/2017 respectively on 07/11/2017;
- E.** Thus the Owner / Promoter / Developer herein has legal, exclusive and uninterrupted possession and enjoyment of the aforesaid land/property and is entitled to develop the aforesaid land/property, being the Owner and the Developer of the said land/property (hereinafter referred to as the "**said Land/ Property**"), more particularly described in the "**SCHEDULE - I**", hereunder written.

- F.** Thus the Owner / Promoter / Developer herein **Shri. Akash Satish Patil** is in possession of Project Land and entitled to develop the aforesaid Property by constructing Building/s thereupon, consisting of various flats, tenements, shops etc. and to sell the same to various prospective Purchaser/s.
- G.** The Owner / Promoter / Developer herein 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;
- H.** The Owner / Promoter / Developer has appointed **Mrs. Anuradha Gowardhan (Tanksale) as their Architect and Mr. Hemant Nimbkar as their Structural Engineer** and accepted the professional supervision of Architects and the Structural Engineer till the completion of the buildings but the Promoter/Developer herein has reserved the right to change such Architects and Structural Engineers before the completion of the buildings if promoter's so decide. The Promoter has also appointed a Civil Engineer to supervise the entire project and to perform all the obligations and take precautions while the construction work is in progress;
- I.** The Allottee / Purchaser/s hereinabove being interested in purchasing the below mentioned unit in the said scheme and thereby approached the promoter and on demand from the Allottee / Purchaser/s the Owner / Promoter / Developer has made full and true disclosure of the right/title to the said property as well as the encumbrances, sanction plans, proposed sanction plans design, specification, location, approach road, common areas, limited areas and facilities and such other documents as specified under the Real Estate (Regulation and Development) Act 2016 (herein referred to as the "Said Act") and the Owner / Promoter / Developer has also given inspection of all the documents to the Purchaser/s as required by law. The Owner / Promoter / Developer has also requested the Purchaser/s to carry out the search and to investigate the title by appointing his/her/their own Advocate and also requested to verify and get satisfied about the rights and title of the Promoter. Accordingly the Purchaser/s has verified the same and is satisfied about the same. The Purchaser/s hereinafter shall not be entitled to challenge or question the title of the owner and the right of the Owner / Promoter / Developer to enter into this Agreement and/or the area of the unit as aforesaid and after being satisfied about the same the Purchaser/s is entering into the present Agreement with Promoter herein.
- J.** The authenticated copy of Title Certificate issued by the attorney at law or Advocate of the Owner / Promoter / Developer, authenticated copies of Property card or 7/12 extract of Village Forms or any other relevant revenue record showing the nature of the title and the right of the promoter to complete the scheme in respect of the said land on which specifications of the Apartments/ Flats agreed to be purchased by the purchaser approved by the Pimpri Chinchwad Municipal Corporation have been separately given by the promoter and annexed herewith and the receipt whereof the purchaser hereby admits;
- K.** The authenticated copies of the plans of the Layout and specifications of the Apartment/Flat agreed to be purchased by the Allottee/Purchaser, as sanctioned and approved by the local authority along with Commencement Certificate and according to which the construction of the building/s and open spaces are proposed to be provided for on the said project have been annexed hereto;

- L.** The Upper Tahsildar of Pimpri Chinchwad, Tal. Haveli, Dist. Pune has granted permission for non-agricultural (N.A.) use for construction of Residential and Commercial Building/s upon the subject captioned land admeasuring 6084.96 sq. mtrs. out of which 6029.00 sq. mtrs. for Residential purpose and 55.96 sq. mtrs. for Commercial purpose, vide N.A. Order (Sanad) bearing No. Land/NA/SR/Sanad/552/2018, dtd. 28/12/2018. The copy of N.A. Order is annexed herewith.
- M.** The Promoter has got some of the approvals from the concerned local authority/s / Pimpri Chinchwad Municipal Corporation to the plans, 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.
- N.** The Owner / Promoter / Developer has also purchased TDR admeasuring 2125.00 sq. mtrs., by virtue of registered Deed of Transfer of Development Rights (TDR) dtd. 03/01/2019 and TDR admeasuring 2806.91 sq. mtrs. by virtue of registered Deed of Transfer of Development Rights (TDR) dtd. 04/01/2019, which are registered in the office of Sub-Registrar Haveli No. 5, at Sr. Nos. 82/2019 & 105/2019 respectively and has also utilized the said area of T.D.R. admeasuring 2125.00 sq. mtrs. + 2806.91 sq. mtrs. = total area admeasuring 4931.91 sq. mtrs. for the development of Gat Nos. 1193/1(P), 1193/8(P) & 1194 of Village Chikhali, Tal. Haveli, Dist. Pune.
- O.** Thus being the owner of lands bearing Gat Nos. 1193/1 & 1193/8 and being the developer of land bearing Gat No. 1194 of Village Chikhali, Tal. Haveli, Dist. Pune, the Shri. Balasaheb Kisan Pingale and others through their POA Holder Shri. Akash Satish Patil, the Promoter/Developer herein got the building plan sanctioned from Pimpri Chinchwad Municipal Corporation vide Commencement Certificate bearing No. BP/CHIKHALI/137/2018 dtd. 11/12/2018 which is revised from time to time vide Commencement Certificate bearing No. BP/CHIKHALI/19/2019 dtd. 15/02/2019 and BP/CHIKHALI/48/2019 dtd. 24/04/2019. The copy of Commencement Certificate dtd. 24/04/2019 is annexed herewith.
- P.** While sanctioning the said plans concerned local authority/ Pimpri Chinchwad Municipal Corporation and/or Government has laid down certain terms, conditions, stipulation 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 occupation certificate in respect of the said building/s shall be granted by the concerned local authority /Pimpri Chinchwad Municipal Corporation.
- Q.** The Owner / Promoter / Developer has proposed to construct the Building / Wing No. A having Lower Parking Floor + Upper Parking Floor + upper Nine Floor and has also proposed to construct the Building / Wing No. B having Lower Parking Floor + Upper Parking Floor + upper Nine Floor in the Project known as “**GANESH JOYNES**” as per above mentioned Plan and revised sanctioned for the same will be obtained as and when possible and as per the revised plan the Floor/s of the Building / Wing No. A and B will be increase.

- R.** The Owner /Promoter/Developer has availed Project Loan from State Bank of India, Industrial Finance Branch, Pimpri, Pune – 411034 by mortgaging the subject captioned Property (For Project “Ganesh Joynest B Wing” Newalevasti, Chikhali, Pune) by way of Deed of Mortgage (Simple Mortgage without Possession) dtd. 29/05/2019, which is registered in the Office of Sub-Registrar Haveli No. 17, at Sr. No. 5788/2019 on 29/05/2019. The payment to be made by Purchaser should be in favour of ‘State Bank of India’, Industrial Finance Branch, A/c No. 38489835012 of “Akash Satish Patil”.
- S.** The Allottee/Purchaser/s has applied to the Promoter for allotment of an **Apartment/Flat No. \_\_\_\_\_** on the \_\_\_\_\_ **Floor** in wing ‘**A**’ situated in the Building known as “**GANESH JOYNES**T” (herein after referred to as the said “Building”) being constructed in the said project.
- T.** The carpet area of the said **Apartment/Flat No. \_\_\_\_\_** is admeasuring \_\_\_\_\_ **sq. fts. i.e. \_\_\_\_\_ sq. mtrs.** with enclosed balcony \_\_\_\_\_ **sq. fts. i.e. \_\_\_\_\_ sq. mtrs.** along with Terrace \_\_\_\_\_ **sq. fts. i.e. \_\_\_\_\_ sq. mtrs. +** Open Balcony admeasuring \_\_\_\_\_ **sq. fts. i.e. \_\_\_\_\_ sq. mtrs.** and "carpet area" means the net usable floor area of an Apartment/Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment/Flat for exclusive use of the Allottee/Purchaser/s or veranda area and exclusive open terrace area appurtenant to the said Apartment/Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Apartment/Flat.
- U.** 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;
- V.** Prior to the execution of these presents the Allottee/Purchaser/s has paid to the Promoter a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Lakh only)**, being part payment of the sale consideration of the Apartment/Flat agreed to be sold by the Promoter to the Allottee/Purchaser/s as advance payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/ Purchaser/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing and excludes the charges attributable for Stamp Duty, Registration Charges, G.S.T. and other charges /taxes as per the area of the said unit or as may be levied by the state or the central government or any other authority and arising from or incidental for the sale of the said flat/Unit by the Promoter/s to the Allottee/Purchaser/s before or after taking the possession of the said Flat / Unit/Apartment.
- W.** The Promoter has registered the said Project known as “GANESH JOYNEST - A WING” under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai, under the Project Registration No.- \_\_\_\_\_;

- X.** It is further agreed upon and explained by the Promoter to the Purchaser/s that GST has been made applicable and will be applied on present transaction by the government from 01<sup>st</sup> July 2017 or any other date and as per the government policy, the Promoter has already passed on the tax rebate of GST to the purchaser on the price agreed in the present Agreement i.e. the price has already been discounted considering the setoff of GST to the Promoter. This consideration amount and the setoff mechanism have been explained to the Purchaser by the Promoter and the Purchaser has verified the same. Hence the consideration amount decided in this agreement is set off GST. Therefore the Purchaser in no case shall demand any further reduction/ rebate in the agreed price for the said unit and is under obligation to pay such applicable Govt. charges including the GST for the present unit and have no objection for the same.
- Y.** Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment/Flat with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908 and Section 3 of the Maharashtra Flat Ownership Act, 1963.
- Z.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner / Promoter hereby agrees to sell and the Allottee/Purchaser/s hereby agrees to purchase the **Apartment/ Flat No. \_\_\_\_\_**.

**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 / Wing No. A** consisting of Lower Parking Floor + Upper Parking Floor + upper Nine Floor 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/Purchaser/s in respect of variations or modifications which may adversely affect the Apartment/Flat of the Allottee/Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.

**1(a) i)** The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s **Apartment/Flat No. \_\_\_\_\_** on the \_\_\_\_\_ **Floor** of carpet area admeasuring of \_\_\_\_\_ **sq. fts. i.e. \_\_\_\_\_ sq. mtrs.** with enclosed balcony \_\_\_\_\_ **sq. fts. i.e. \_\_\_\_\_ sq. mtrs.** along with Terrace \_\_\_\_\_ **sq. fts. i.e. \_\_\_\_\_ sq. mtrs. + Open Balcony admeasuring \_\_\_\_\_ sq. fts. i.e. \_\_\_\_\_ sq. mtrs.** in the building known as "**GANESH JOYNES**", **Wing "A"** (hereinafter referred to as "the Apartment / Flat ") as shown in the Floor plan thereof hereto annexed for the consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Lakhs \_\_\_\_\_ Thousand Only)** including 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 "**SCHEDULE – III**" annexed herewith.

**1(b)** The total aggregate consideration amount for the Apartment/Flat is thus **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Lakhs \_\_\_\_\_ Thousand Only)**. The Allottee/Purchaser/s has paid on or before execution of this agreement a sum of **Rs. \_\_\_\_\_/- (Rupees One Lakh only)**, as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of



**Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Lakhs \_\_\_\_\_ Thousand Only) in the following manner :-**

1.	To be paid before registration of the present Agreement / Booking Amount	10%
2.	To be paid on or immediately after execution & registration of Agreement	20%
3.	On Completion of Plinth / Foundation Stage	15%
4.	1 <sup>st</sup> Slab Completion	5%
5.	3 <sup>rd</sup> Slab Completion	5%
6.	5 <sup>th</sup> Slab Completion	5%
7.	7 <sup>th</sup> Slab Completion	5%
8.	9 <sup>th</sup> Slab Completion	5%
9.	On completion of walls, internal plaster, flooring, door & windows, Sanitary fittings, staircases, lift wells, lobbies up to the floor level on the Apartment / Flat	5%
10.	On completion of external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the Apartment / Flat	10%
11.	On completion of the lift, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all another requirements as may be prescribed in the Agreement for Sale of the building or wing in which the said Apartment / Flat	10%
12.	Before handing over the possession of the Apartment / Flat to the Allotted	5%
	Total	100%

**Balance payment as per the progress of the building to be made within fifteen days from the date of Demand Letter failing which interest @ 24% will be charged.**

It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Building in which the said Apartment is located and the Promoters shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the hereinabove Payment Plan and to demand from the Allottee/s the aggregate of the instalments towards the agreed consideration mentioned in such instalments.

The total consideration and payment slabs are mutually finalised by all parties with consideration of rebate against early payments and said deposit. The purchaser shall have no claim against balance receivable thereafter.

**1(c)** The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST 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/Flat. The Purchaser shall pay each instalment of the aforesaid purchase price to the Promoters after deducting there from 1% TDS (if required) as per the provisions of Section 194-IA of the Income Tax Act, 1961 and shall deposit the said amount to the credit of Central Government and shall issue a TDS Certificate in favour of the Promoters in the prescribed Form No.16B for the same, within 15 (Fifteen) working days from the payment thereof.

**1 (d)** However if the Owners/Promoters are required to pay any amount towards Service Tax/VAT /GST/LBT and/or any other tax, duty, charge, premium, levies, cess, surcharge, penalties, sale consideration, etc. On behalf of the Purchaser/s, the purchaser/s, shall be liable to reimburse the Owners/Promoters for the same together with penalty/interest, if any, from the date of its respective payment by the Promoters/Owners. It is agreed that the Owners/Promoters shall have the right to claim such amounts along with other claims of compensation /losses/burden undergone/undertaken by them. It is further agreed that the Owners/Promoters shall have lien and charge on the said unit for any such amount payable by the Purchaser/s to the Owners/Promoters in respect of such Service Tax/VAT /GST/LBT and/or any other tax, duty, charge, premium, levies, cess, surcharge, penalties, sale consideration, etc. relating to the transaction under this agreement.

**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/Purchaser/s 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)** Any delay tolerated or indulgence shown by the Promoters/Owners in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s by the Promoters/Owners shall not be construed as a waiver on the part of the Promoters/Owners or any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice the right of the Promoters/Owners.

**1(g)** The Promoter shall confirm the final carpet area that has been allotted to the Allottee/Purchaser/s 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/Purchaser/s 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/Purchaser/s 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/Purchaser/s 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/Purchaser/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

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

**2.2** Time is essence for the Promoter as well as the Allottee/Purchaser/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment/Flat to the Allottee/Purchaser/s and the common areas to the association of the allottee after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/Purchaser/s 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 herein above ("Payment Plan") and the Purchaser shall be liable to pay interest @ 24% per annum on all delayed payments including delay in payment of the service tax and other taxes as applicable from the due date till the date of payment thereof.

**3.** The Promoter hereby declares that the Floor Space Index available as on date in respect of the said project is as per sanctioned plans will be disclosed/ as disclosed on MAHA-RERA website. The Promoter has planned to utilize Floor space index of 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 proposed to be utilized by him on the project Land in the said Project and Allottee/Purchaser/s has agreed to purchase the said Flat/Unit/ Apartment based on the Proposed construction and sale of Flat/Unit/Apartment 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.

Notwithstanding anything contained anywhere in this agreement, the allottee hereby declares, confirms and agrees that

**3 (a)** The purchaser hereby gives his consent to the Promoter and the promoter has reserved all its rights to use, utilize and consume the floor area ratio / floor space index (FAR/FSI) TDR, originating from the physical area of the project land and/ or the said plot either as floating floor space index / TDR or otherwise, so also to use the same in a manner and at a location either in a phased manner or otherwise, as may be exclusively decided by the promoter. The residual FAR (FSI) in the plot of the layout not consumed will be available to the Promoters/Owners only.

If the permitted Floor Space Index or density not consumed in the buildings being put-up and / or at any time further construction on the said plot on the higher floor is allowed, the purchaser/s hereby allows the Promoters/Owners to put additional storeys and / or consume the balance Floor Space Index in any manner the Promoters/Owners may deem fit either on this property and /or any other land of the Promoters/Owners, subject, however to the necessary permission of the concerned public authorities in that behalf and same allowed to be dealt with or disposed off in the manner they choose.

The residual F.A.R. (F.S.I) of the said land not consumed will be available to the Promoter only. Similarly the Promoter shall be entitled to consume T.D.R. upon the said land as deemed fit by the Promoter and the Purchaser shall not object to the same in whatsoever manner.

The Promoters/Owners alone shall be entitled to claim and receive beneficial interest or entitlement for any portion of the land / building that may be notified for set back and claim the FSI, benefits and compensation available for areas under Reservation for Community Centre, D.P. Road/s, School, Playground etc.

The Promoter shall also without any let, hindrance or objection on any account from the Purchaser, be entitled to avail and utilize anywhere on the said land or in/upon the existing building/s by construction of additional floors thereon and/or proposed building/s the present or future available F.S.I/T.D.R. which they may be acquired & obtained., but it shall not affect apartment of the purchaser.

The Promoter shall be entitled to consume the additional/balance F.S.I. as aforesaid without the permission of the Purchaser and/or the proposed Society/Condominium of Apartments in whose favour the conveyance of the said land is executed.

The Promoter shall be entitled to, utilize and consume the FAR / FSI originating from the physical area of the said Property, so also the additional FAR / FSI by way of TDR by availing the same from the market, as is and to the extent permissible under the DC Regulations, framed under the Maharashtra Regional and Town Planning Act, 1966 by adding to the floors of the building/s and/or by putting up separate / independent building/s as the case may be.

**3 (b)** The Promoters/Owners shall always have right and The purchaser also gives his consent to the Promoter to either amalgamate the plot with adjoining plot or to sub-divide the existing plot or after amalgamation sub-divide the plot into number of plots.

The promoter shall be entitle to amalgamate with the said Property to any other abutting piece/s of lands to which it may be entitled to with all rights to use, utilize and consume the FAR/FSI originating from the physical area Property, so also the additional FAR / FSI by way of TDR by availing the same from the market, as is and to the extent permissible under the DC Regulations, framed under the Maharashtra Regional and Town Planning Act, 1966 and/or under any such concerned statute or rules, by adding to the floors of the building/s and/or by putting up separate / independent building/s as the case may be, without affecting the unit ,building or amenity space which has been agreed and will be / or is registered with RERA.

Without disturbing area of the unit the purchaser agreed to purchase and his right on common areas, The promoter shall be entitled to receive compensation from the allottee in case any obstruction or impediment of any nature raised by and on behalf of the allottee to the development of the project land and / or other piece of land adjoining to the project land either by sub division/amalgamation and / or consumption of FAR/FSI/TDR for any building or at any location thereon, without prejudice to the right of the promoter to terminate this agreement on such obstruction or impediment being raised by the allottee.

**3 (c)** The Promoters/Owners alone shall be entitled to claim and receive beneficial interest or entitlement for any portion of the land / building/road that may be notified for set back and claim the FSI, benefits and compensation available for areas under Reservation for Community Centre, D.P. Road/s, School, Play ground etc.

The Promoters have intimated the Purchasers that the project may at the Promoters discretion and in view of certain sanctions in respect of the additional building/s and /or upper floors in each of the building/s being constructed and/or proposed to be constructed will receive sanctions from time to time and thereupon duly implemented accordingly. The same proposed plans will be uploaded / has been uploaded on MAHA-RERA web site. Accordingly promoter with intention to develop Building on the said land as shown in the tentative proposed layout/plans to be developed and which may have few common facilities. The Purchaser/s have accorded their specific and irrevocable consent and concurrence thereto and further agree that they shall not interfere or hinder in the said development of the said building and shall indemnify and keep harmless the Promoters from and against any loss or damage suffered by the Promoters as a consequence of the Promoters being denied or deprived of such lawful and legitimate rights.

**3.1** If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment/ Flat 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/Purchaser/s agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/Purchaser/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

**3.2** Without prejudice to the right of promoter to charge interest in terms of sub clause 3.1 above, on the Allottee/Purchaser/s committing default in payment on due date of any amount due and payable by the Allottee/Purchaser/s 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/Purchaser/s 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/Purchaser/s 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/Purchaser/s 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/Purchaser/s (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/ Flat which may till then have been paid by the Allottee/Purchaser/s to the Promoter.

4. 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) is provided by the Promoter in the said building and the Apartment / Flat as are set out in “**SCHEDULE – III**” written herein below.

5. The Promoter shall give possession of the Apartment/Flat to the Allottee/Purchaser/s on or before **31<sup>st</sup> DECEMBER 2023**. If the Promoter fails or neglects to give possession of the Apartment/ Flat to the Allottee/Purchaser/s 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/Purchaser/s the amounts already received by him in respect of the Apartment/ Flat with interest at the same rate as may mentioned in the clause 2.2 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

The Promoter would be developing the aforesaid land in by constructing residential and commercial buildings which shall have common amenities only for the residential unit holders of the said project to be developed on the said entire land.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment/ Flat on the aforesaid date, if the completion of building in which the Apartment/ Flat is to be situated is delayed on account of –

(i) war, civil commotion or act of God ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(iii) Changes in any rules, regulations, bye-laws of various statutory bodies and authorities from time to time which are affecting the development of the project.

(iv) Delay on the part of the Municipal Corporation of Pune or any other Public Body or Authority including the M.S.E.D.C.L in issuing or granting necessary Certificate/N.O.C./permission/license/connection installation of any services such as lifts, electricity & water connections & meters to the scheme/ Flat/Unit /road N.O.C.

(v) Delay or default in payment of dues by the Purchaser/s under these presents (without prejudice to the right of Promoters to terminate this agreement under clause mentioned hereinabove).

(vi) Non-availability of steel, other building material, water or electric supply;

(vii) Any extra work/addition required to be carried in the said Apartment as per the requirement and at the cost of the Allottee.

(viii) Any other reason beyond the control of the promoter.

## **6. PROCEDURE FOR TAKING POSSESSION –**

**6.1** The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/Purchaser/s as per the agreement shall offer in writing the possession of the Apartment/ Flat, to the Allottee/Purchaser/s 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/ Flat to the Allottee. The Promoter agrees and

undertakes to indemnify the Allottee/Purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/Purchaser/s 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/Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project.

**6.2 (a)** The Allottee/Purchaser/s shall take possession of the Apartment/ Flat within 15 days of the written notice from the promoter to the Allottee/Purchaser/s intimating that the said Apartment/ Flat are ready for use and occupancy.

**6.2 (b)** Before delivery of possession of the said unit the purchaser/s shall suo-moto satisfy himself/themselves about the physical correctness of the area of the said unit as per plan and agreement and about the quality of construction work , specifications and amenities provided therein. After taking the possession of the said unit the Purchaser/s shall not be entitled to raise any claims and or make any complaint thereof and all the rights regarding the same shall be deemed to have been waived and/or abandoned.

**6.2 (c)** Under no circumstances possession of the said unit shall be given by the Promoters/Owners to the Purchaser/s unless and until all payments required to be made by the Purchaser/s under this Agreement shall have been made to the Promoters/Owners.

**6.3 Failure of Allottee/Purchaser/s to take Possession of [Apartment/ Flat]:** Upon receiving a written intimation from the Promoter as per clause 6.1, the Allottee/Purchaser/s shall take possession of the Apartment/ Flat 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/ Flat] to the allottee. In case the Allottee/Purchaser/s fails to take possession within the time provided in clause 6.2 a. such Allottee/Purchaser/s shall continue to be liable to pay maintenance charges and all other charges/ taxes as applicable and complete the entire consideration as agreed upon.

In case the said (flat / unit/ apartment) of the allottee/purchaser has any minor defects, it is the promoters responsibility to get it rectified and the purchaser will not deny to take possession as agreed above unless, above mentioned clause it is the responsibility of the purchaser to take the possession in stipulated time.

However, if the unit purchaser/s makes any changes/ alterations or causes leakage/s or other structural damages during this period which effects the said unit or the other unit or unit/s in the said building directly or indirectly, the same shall be the responsibility of the Purchaser/s and the /Promoter shall not be then liable for such defect liability as contemplated in these presents and further the Purchaser/s shall be liable to the other unit purchaser/s whose premises have been damaged due to such changes, alterations, leakages etc. together with cost interest and damages.

**6.4** If within a period of five years from the date of handing over the Apartment/ Flat to the Allottee, the Allottee/Purchaser/s brings to the notice of the Promoter any structural defect in the Apartment/ Flat or the building in which the Apartment/ Flat 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/Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided further that the word defect here means only the manufacturing defect/s caused on account of wilful neglect on the part of the Promoters and shall not mean defect/s caused by normal wear and tear, negligent use of the unit by the Occupants, not using the flat as per maintenance manual, act of nature etc.

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

**6.5** The Allottee agrees and undertakes, not to demolish any internal as well as external walls or structure of the said Apartment or any part thereof, nor to undertake extensive interior or, enclosure works which may cause damage thereto, since it may cause damage to the structure as a whole of the entire building. Failure on the part of the Allottee to take this precaution and care, shall be a breach of essential term of this agreement, entailing consequences of termination in terms hereof, amongst other civil and criminal proceedings.

The Allottee is thus made aware that the construction is as per said new technology. Therefore, the Allottee agrees and undertakes, not to demolish any internal as well as external walls or structure, of the said Apartment or any part thereof, nor to undertake extensive interior or, enclosure works which may cause damage thereto to columns and or beams , since it may cause damage to the structure as a whole of the entire building. Failure on the part of the Allottee to take this precaution and care, shall be a breach of essential term of this agreement, entailing consequences of termination of defect liability by the promoter, amongst other civil and criminal proceedings.

**7.** The Allottee/Purchaser/s shall use the Flat/Unit/Apartment or any part thereof or permit the same to be used only for purpose of residence/or for the purpose it has been purchased. He/she/they shall use the parking space only for the purpose of keeping or parking his/her/their own vehicle/s.

**8.** The Allottee/Purchaser/s along with other allottee(s) of Apartment/ Flat /Offices 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 byelaws 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/Purchaser/s 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.



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/ Flat is situated.

**8.1** Within 15 days after notice in writing is given by the Promoter to the Allottee/Purchaser/s that the Flat/Unit/Apartment is ready for use and occupation, the Allottee/Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Unit/Apartment) of outgoings in respect of the said land and building/s namely local taxes, betterment charges, maintenance depositor such other levies by the concerned local authority and as mentioned below herein 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 said land and building/s mentioned below herein. Until the Society /apartment/ condominium or Association or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/Purchaser/s shall pay to the Promoter such proportionate share of outgoing as may be determined by the promoter.

**8.1 (a)** The above mentioned maintenance charges shall include but not be restricted to following items for which it is to be utilized:

- (i) Housekeeping and cleanliness
- (ii) Maintenance contracts of lifts, generators, Sewage Treatment plant (STP), pumping system, water pumps, CCTV cameras, Organic Waste Converter (OWC), Tank cleanings, Fire Fighting Equipment's, PV solar System, intercom. (whatever of the said are installed or provided)
- (iii) Common electricity bills for common area of buildings and common areas of the Society /apartment/ condominium or Association or Limited Company
- (iv) Security charges
- (v) Gardening charges
- (vi) Expenses of water as may be required to be purchased from private sources and all other related expenses
- (vii) Running expenses for clubhouse and play grounds and equipment's thereof
- (viii) Administration expenses, salaries, remunerations, commissions, payments of work orders, etc .for staff engaged in day to day expenses
- (ix) Non agricultural taxes if any applicable and any other similar taxes
- (x) Pest control expenses

- (xi) Expenses incurred for maintenance of common service lines & replacements of electric switches /light points.
- (xii) Elevator repairs & maintenance contracts along with lift inspection charges.
- (xiii) Fire fighting certification
- (xiv) Operational and electricity charges for the sewage treatment plant for the Society /apartment/ condominium or Association or Limited Company
- (xv) Property tax for Club House
- (xvi) Repairs of the building for leakages, seepage to the property or any part thereof.
- (xvii) Wear and tear charges.

**8.1 (b)** It is agreed between the parties that the above maintenance amount shall not include the list mentioned below, and the Allottee and/or the Society /apartment/ condominium or Association or Limited Company either individually or through any appointed agency, shall have to bear the following expenses, entirely from separate contribution other than the maintenance amount made by the Allottees.

- (i) Society /apartment/ condominium or Association or Limited Company and managing committee administration
- (ii) Insurance for building/ Apartments/ equipments/ machinery, towards theft, fire etc. and any other such expenses
- (iii) Sinking fund
- (iv) Property taxes of individual / Apartments and common amenities etc.
- (v) Any other taxes, levies, cess etc. of the property
- (vi) Any other statutory charges,

**8.1 (c)** The maintenance amount mentioned above shall be maintained by the Promoter in a separate account, and shall be used and utilised by the Promoter as listed, only for common maintenance of the proposed project and building. The Promoter shall cause maintenance of the project till handing over responsibility of the same to the Society /apartment/ condominium or Association or Limited Company. In case till handing over responsibility of the same to the Society, the funds in the said account become insufficient, in that case the Purchaser/s has/have to pay further maintenance charges to the Promoter for the further period.

**8.1(d)** The allottees has been informed that certain services such as water tank, drainage, Solar System, Club House, etc are common to the entire layout and out of which services/ facilities such as water tank, drainage will be common for this project as shown in the proposed layout and therefore until they are operated at the designated capacity and sufficient occupancy is reached, there may be variations in the performance of such services. In case there is any maintenance arising due to such variations such shall be covered from the common maintenance fund.

**8.1 (e)** The Allottee has understood the entire scheme of maintenance in detail. The Allottee admits and agrees to the same, so that the maintenance of the entire building or the project is not hampered in any way due to lack of or non payment by the Allottees.

**8.1 (f)** It is also understood that this shall not preclude such Society /apartment/ condominium or Association or Limited Company or the Promoter, from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottees, provided the decision to that effect is duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Allottee/s.

**8.1 (g)** Such Society /Apartment/ Condominium or Association or Limited Company or the Promoter shall be entitled to claim interest, on the arrears of such charges from the defaulting Allottees, without prejudice to the other rights and powers of the Promoter/Society /apartment/ condominium or Association or Limited Company.

**8.1 (h)** Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or Society /apartment/ condominium or Association or Limited Company of Allottees after entrustment of common maintenance by the Promoter to it, 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 Society /apartment/ condominium or Association or Limited Company and/or federal / apex body, as the case may be.

**8.1 (i)** The entire operations and maintenance of the buildings and or the common amenities is being carried out either by the Promoter or the Society /apartment/ condominium or Association or Limited Company, on behalf of the Allottee and for the benefit of the residential community as a whole. Under no circumstances and no grounds the Allottee shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential all term of this agreement, entitling the Promoter to terminate this agreement, without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with interest at the rate of 2% per month. Outstanding amount shall remain as a charge on the said Apartment.

**8.1 (j)** That to avoid any doubts it is agreed and understood by the purchasers, that the above mentioned maintenance amount is calculated and worked out on the basis of the present market conditions, and if for any reason in future, on the account of exhausting of the said maintenance charges/funds and or due to any exigencies, additional amounts are required to be contributed for the maintenance charges, the purchasers agrees that he/she/they shall be bound to contribute and pay to the promoter or the formed society/body the applicable proportionate amounts in that behalf as shall be demanded by the promoter and or the agency carrying out the maintenance. It is further agreed upon that the purchasers formed body etc shall reimburse to the promoter the proportionate common maintenance expenses in the event if the same is in excess of the aforesaid amount and shall keep indemnified the promoters herein.

**8.1 (k)** The Promoter/s shall keep amount by way of interest free deposit and shall spend for maintenance from this deposit. The balance remaining from the said maintenance deposit if any shall be transferred to the account of Ultimate Body to be formed by the Promoter/s. The Promoter/s Condominium/ Society shall spend/use the amount towards the day to day maintenance expenses of the common facilities/areas within the scope as mentioned above. The Purchaser/s agree/s to the same and confirm that the amounts stipulated will be provisional and if necessary, considering the cost factors, the deposit will be accordingly enhanced by the Promoter/s /Ultimate Body but which excludes Property Taxes and other Local Authorities/Municipal Taxes concerned with the individual Flat/Unit holders and Building/Buildings, Insurances concerned with the individual Flat/Unit holders and Building/s, Personal Water Charges/Bills and personal MSEDCL Bills, Internal Flat/ Unit Maintenance etc. of the project/building and the common facilities and amenities for 3 year are to be paid by the Flat/Unit Purchaser/s to the Promoter/s. all the members of the Society /apartment/ condominium or Association or Limited Company have to decide mutually and unanimously about the maintenance of the society/project/building and the budgeting and expenses thereof and the collection procedure.

**8.1 (l)** The Allottee/Purchasers authorizes the Promoter to decide and form any number of societies on the said project which will be later incorporated into the Apex body as the Promoter deems fit . The Allottee/Purchasers shall abide by the same and shall have no objection or create any kind of hindrances for the same.

**8.2** 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.

**8.3** Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment / Flat is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment / Flat) 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/s

shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee/s's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution of **Rs. 4/- per sq. fts. on Carpet area** of the said Apartment/ Flat for per month towards the outgoings. The amounts so paid by the Allottee/s 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.

## **9. FINAL CONVEYANCE:-**

**9 (a)** On the completion of all the buildings and their wings, extensions and phases, etc; AND on the promoters receiving the entire payment / charges/extra items costs / costs towards additional premiums, etc., and full consideration as per this Agreement, from all and every Purchaser of the units in the Scheme, the Promoters and Owners shall convey the structure to Society /apartment/ condominium or Association or Limited Company as per rules prescribe by Maharashtra Real Estate (Regulation and development) Act 2017 and Central Government Real Estate ( Regulation and Development ) Act 2016 (RERA).

**9 (b)** The Promoter shall execute conveyance in respect of the entire undivided or inseparable land underneath all buildings/ wings along with structures of basements and Podiums constructed in a Layout of the said land comprised in favour of the proposed apex body or federation, as per rules prescribe by Maharashtra Real Estate (Regulation and development) Act 2017 and Central Government Real Estate ( Regulation and Development ) Act 2016 (RERA) , subject to force majeure or the circumstances beyond the control of the Promoter and also subject to reasonable extension and also subject to the Rights of the Promoter to dispose of the remaining Apartments, if any.

**9 (c)** Under no circumstances, the Allottee or the organization of the Allottees shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee including in their share of contribution in maintenance charges either to the Promoter or to any other agencies or authorities, is actually paid by such Purchaser/organization of purchasers.

**9 (d)** the promoter shall be entitled to develop and continue to develop the remaining layout land, with the right to use the internal access roads and all the facilities, amenities and services in the layout and to construct any additional structures thereon by consuming the balance Floor Space Index and balance Transfer of Development Right, Floor Space Index and balance additional Floor Space Index relating to the said layout land and any future increases in Floor Space Index and the Transfer of Development Rights, Floor Space Index and additional Floor Space Index therein due to change in the law or the policies of the Government or local authority

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

**(i)** Rs. 15,000/- for share money, application formation and registration of the Society or Limited Company/Federation/ Apex body and proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body and legal fees of Advocate.

**(ii)** Rs. 4/- per sq. fts. on carpet area of the said Apartment/ Flat towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body for 36 months which will be increased by 5% every year.

**(iii)** Rs. 25,000/- towards Water, Electric and other utility and services connection charges.

**11.** At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/Purchaser/s 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/Purchaser/s 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.

## **12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter hereby represents and warrants to the Allottee/Purchaser/s 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;

There are no encumbrances upon the said Land or the Project except those disclosed in the title report;

**(iii)** 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 and will be uploaded/ has been uploaded on MAHA-RERA website;

**(iv)** 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;

**(v)** 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/Purchaser/s created herein, may prejudicially be affected;

**(vi)** 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/ Flat which will, in any manner, affect the rights of Allottee/Purchaser/s under this Agreement;

**(vii)** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/ Flat to the Allottee/Purchaser/s in the manner contemplated in this Agreement;

**(viii)** 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;

**(ix)** 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 till he is liable to pay;

**(x)** 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 and uploaded/ will be uploaded on MAHA-RERA Website;

**(xi)** The promoter desires to acquire adjoining lands and if such lands in future and during the progress of construction are made available, the promoter shall amalgamate the said lands with this land and for better development of the said lands the promoter shall get the building plan duly revised and construction the building/s in accordance with the said revised plan and the purchaser/s accord/s his/her/their irrevocable consent for such amalgamation and revision of the plan and construction of the buildings in accordance with the said revised plan. No separate consent of Flat / Apartment purchaser is required for amalgamation and revision of the Plan;

**(xii)** The Promoter/s may, till the transfer of the said land and buildings thereon to the ultimate body, represent the Purchaser/s and his/her/their its interest and give consents, NOC's and do all necessary things in all departments of the Office of the Collector of Stamps, Pune, the Office of the Collector of Pune , the Government of Maharashtra, MSEDCL, on behalf of the Purchaser/s and whatsoever acts done by the Promoter/s on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s and the same shall be binding on the Purchaser/s;

**(xiii)** The Promoter/s plan to construct amenities more particularly described in annexure E on a pre designated area on the said land on the area co-related to the said land of the promoter and the same has been informed and narrated by the Promoter herein to the Purchasers. The Promoter/s shall be entitled to retain with itself or to transfer the title/possession/use of the said amenities appurtenant thereto and the land appurtenant thereto) on such terms and conditions as the Promoter/s may from time to time decide. Further access to and the facility for the use of such amenities and the appurtenant land shall be regulated by the Promoter/s and/or their successors-in-title but on condition that such access and facility will be available only to the Flat/Unit holders in the building/s and other premises in the layout and to the Flat/Unit holders in the building/s which may be developed by the Builders and/or associate concerns of the Promoter/s. Further the facility and the charges applicable to it to the members for use of such shall be subject to the Rules and Regulations as may be framed by the Promoter/s and the Purchaser/s shall abide by the same;

**(xiv)** The Promoter/s reserves the right to acquire the rights of development of other phases in said layout or any property adjoining/adjacent to the said property more particularly described in the schedule hereunder written and to extend the building layout presently sanctioned in respect of the said property to such adjoining/adjacent land. In such circumstances, the buildings/ construction carried by the Promoter/s on such adjoining/ adjacent land shall form part of the said housing complex presently under construction on the said property more particularly described in the Schedule here under written and all the common areas and facilities, internal road/s of the said scheme shall be available to the purchaser/allottees of Flat/Unit constructed on such adjoining/adjacent land/s. Conversely, any common areas and facilities, internal road/s designated by the Promoter/s and which fall in such adjoining/adjacent property shall also form part of the common areas and facilities, internal road/s of the entire complex;

The phase wise development of the said project has been made for the convenience of the Promoter/s and Purchaser/s. No separate fencing and gate will be allowed for separating any particular phase for whatsoever reason. All purchaser/s in all phases and the promoter and his agents and employees, vehicles shall have free access to all phase's i.e. entire project for any reason including construction, marketing etc.

The promoter will have right and authority to use any part of land for all construction related activity and ancillary use such as labour camp, warehouse, RMC plants, parking etc. Further the purchaser confirms that till formation of Federation/Apex the promoter will have right on wells and all water sources in said land and the promoter can use water from said wells and or water sources for construction activities and or for any purpose.

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

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

**(ii)** Not to store in the Apartment/ Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment/ Flat 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/Flat is situated, including entrances of the building in which the Apartment/Flat is situated and in case any damage is caused to the building in which the Apartment/ Flat is situated or the Apartment/Flat on account of negligence or default of the Allottee/Purchaser/s in this behalf, the Allottee/Purchaser/s shall be liable for the consequences of the breach.



**(iii)** To carry out at his own cost all internal repairs to the said Apartment/ Flat and maintain the Apartment/ Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee/Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Apartment/ Flat is situated or the Apartment/ Flat 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/Purchaser/s committing any act in contravention of the above provision, the Allottee/Purchaser/s 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/ Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment/ Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment/ Flat is situated and shall keep the portion, sewers, drains and pipes in the Apartment/ Flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment/ Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment/ Flat 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/ Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

**(vi)** Not to cover The provisionally allocated open/covered car parking area and/or terrace/s and/or garden/and or balcony under any circumstances.

**(vii)** Not to install chimneys, hanging telephone, AC and AC-compressors, telex wires, electric connections, fax, tele-printer, computer devices which require external wiring cables, lines, dish antennas except in duct and or place provided by the promoter for the same.

**(viii)** The access to the individual units/flats shall be as per the sanctioned plan and/or revised plan from time to time.

**(ix)** The elevations and finishing material of the building both externally and internally will not be permitted to be changed under any circumstances.

**(x)** It is made clear and agreed that the reasonable amount will be charged from the purchaser if any damage / loss will occur to common premises while moving / shifting materials, carrying out the interior work or any other works of any kind.

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

**(xii)** 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/ Flat is situated.

**(xiii)** 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/ Flat by the Allottee/Purchaser/s for any purposes other than for purpose for which it is sold.

**(xiv)** The Allottee/Purchaser/s 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/ Flat until all the dues payable by the Allottee/Purchaser/s to the Promoter under this Agreement are fully paid up.

**(xv)** The Allottee/Purchaser/s 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 Apartment/ Flat s 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/Purchaser/s 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/ Flat 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.

**(xvi)** Till a conveyance of the structure of the building in which Apartment/ Flat is situated is executed in favour of Society/Limited Society, the Allottee/Purchaser/s 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.

**(xvii)** Till a conveyance of the project land on which the building in which Apartment/ Flat is situated is executed in favour of Apex Body or Federation, the Allottee/Purchaser/s 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.

**(xviii)** The purchaser/s agree/s to sign and deliver to the Promoter/s before taking possession of the said Flat/Unit and also thereafter all writing and papers as may be reasonably necessary and required by the Promoter/s for the formation and registration of the Association/ Condominium that shall be formed.

**(xix)** That, the Promoter has made it clear to Purchaser/s that it may be carrying out extensive developmental/construction activities in the future in the entire area falling outside the land beneath the footprint of the said Building, in which the said Flat/Unit is located and that Purchaser/s has/have confirmed that he/ she shall not raise any objection or make any claim any compensation from Promoter account of inconvenience, if any, which may be suffered by him/ her/them due to such developmental/ construction activities or incidental/ related activities.

**(xx)** The Purchaser/s shall permit the Promoter/s and their surveyors and agents, with or without workmen and others at all reasonable times to enter into and upon the said property building or any part thereof to view and examine the state and conditions thereof.

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

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

**16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

**16(a)** After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/ Flat 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/Purchaser/s who has taken or agreed to take such Apartment/ Flat.

**16(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 and/or other pieces of land which maybe the subject matter for development by the Promoter.

**16(c)** The Promoter shall be entitled to create security either by way of mortgage or otherwise, on the Project land and/or other pieces of land which may be the subject matter for development by the Promoter in favour of such bank/s and/or financial institute and/or person.

**16(d)** The Allottee hereby has accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institution and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.

**16 (e)** However, the Promoter shall always keep the Allottee duly indemnified from repayment of such loan and/or consequences flowing there from with cost and expenses.

**17.1 PURCHASERS NOT TO PART WITH THE BENEFITS OF THIS AGREEMENT OR THE SAID UNIT:**

The Purchaser/s shall not let, sublet, transfer, assign or part with this/her interest or benefit of this agreement or part with possession of the said premises until all the dues payable by him/her to the Promoters under this agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement AND unless and until he/she obtains previous consent in writing from the Promoters. Upon breach of this condition by the Purchaser, his assignee /transferee shall have no legal right to possess the SAID FLAT and to enjoy the benefits of these presents and such transferee / assignee would also be subject to appropriate legal action along with such Purchaser.

It is specifically understood by the Purchaser/s that the sample flat shown at site and brochure/s/leaflets published by the Promoters from time to time in respect of the scheme/s, are just advertisement material and contain various features such as furniture layout in and plantation shown around the building/s, scheme/s, colour scheme/s, placements of vehicle/s, etc, to increase the aesthetic value of the whole scheme/s and they are not the facts or things to be provided / developed by the Promoters. Promoters herein are constructing building/s on the remaining portion/s of the said land/s in phases and the Purchaser/s shall not be entitled to raise any objection, obstruction, hindrance, etc., on whatsoever ground and also shall not claim any compensation/ remuneration/ demands, etc., regarding such phase wise construction and also allow one or more accesses for the same, as well as allow utilizing of the existing service lines such as water, drainage, electricity, etc., for the new phases. The Purchaser/s has no objection and hereby given his/her/their irrevocable consent for the same.

**17.2 PURCHASER'S DECLARATIONS:**

**17.2 (a)** The Promoter herein has made full and true disclosures to the Allottee as to the title of the Promoter in respect of the project Land and TDR (if any as well as the encumbrances, if any, known to the Promoter.

**17.2 (b)** The Promoter herein has also called upon the Allottee to carry out the search and to investigate the marketable title of the Promoter, in respect of the project Land by appointing his/ her own advocate.

**17.2 (c)** As required by the Allottee the Promoter herein has given all information and required documents to the Allottee herein and he/ she has acquainted himself/ herself with all the facts as to the marketable title of the Promoter and after satisfaction and acceptance of title has entered into this agreement.

**17.2 (d)** The Promoter herein has specifically informed the Allottee and the Allottee herein is also well aware that the Promoter herein is developing the present scheme on the said land, with an intention to have the homogeneity in the scheme as to landscaping, heights and elevation of the building/s, outer colour scheme, terrace, windows and grills etc. and hence the Allottee or any owner or occupier of the tenement/s in the building/s or scheme shall and will not be entitled to disturb therefore said homogeneity of the scheme effect changes in the external elevations, or to erect any outer extension by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water/ water of adjacent terraces/ sit outs/ roofs shall always have proper flow and should not obstruct the same in any manner.

**17.2 (e)** The Allottee herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sell the said Apartment to the Allottee herein on ownership basis, subject to the terms and condition of this agreement.

**17.2 (f)** The Allottee herein declares that in the present project, the Promoter herein are providing amenities/ material/ plant and equipment in common facilities like club house. and which has to be operated/ used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of the units to buyers of the tenements, the Society /apartment/ condominium or Association or Limited Company shall set it's own norms for use of common amenities in order to avoid due to misuse, injuries and casualties/ calamities and any damages of whatsoever nature caused to any person or property and for which the Promoter will not responsible.

**17.2 (g)** The Promoter has a right to and shall install at the top of the overhead tank of any building/s or at any other appropriate place, neon sign of the project and the electricity required for such neon sign shall be drawn from the common electricity meters or by a separate meter specifically installed for the above neon signboard, at the discretion of the Promoter.

**17.2 (h)** All documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws and Maharashtra Pollution Board, Rules and Regulations, entered into by the Promoter shall be binding upon the Allottee. The Allottee shall be bound and hereby undertakes to and continues to observe, comply with and follow all directions issued by them.

**17.2 (i)** The Allottee shall comply with all requisitions, terms, conditions and documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws, Rules and Regulations. Till execution of the Conveyance, the Allottee herein admits and agrees that the Promoter herein is entitled to represent the Allottee and on behalf of the Allottee give consent, affidavit, undertakings, NOC's and do all necessary things in all matters regarding property tax assessment, reassessment, availing water connections to the said Apartment, building in the present Project before all concerned Authorities, Government Authorities, semi government Authorities such as Planning Authority, MSEDCL, MSRDC, MPCB, Environment Committee of Maharashtra/Union Govt etc and decisions taken/compliance made by the Promoter in this regard shall be binding on the Allottee herein, and whatever acts done by the Promoter on behalf of the Allottee shall stand ratified and confirmed by the Allottee.

**17.2 (j)** The Promoters/Owners plan to construct a club house on a pre designated area on the part of said entire property. The under mentioned terms and conditions are essential terms and conditions such as said amenities are common for unit holders in said entire layout, on the basis of which the Purchaser/s has/have agreed to purchase from the Promoters/Owners the said unit under and in pursuance of this agreement.

## **18. BINDING EFFECT**

Forwarding this Agreement to the Allottee / Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee / Purchaser/s until, firstly, the Allottee/Purchaser/s 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/Purchaser/s 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/Purchaser/s 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/Purchaser/s 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/Purchaser/s shall be treated as cancelled and all sums deposited by the Allottee/Purchaser/s in connection therewith including the booking amount shall be returned to the Allottee/Purchaser/s 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/ Flat /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/PURCHASER/S / SUBSEQUENT ALLOTTEES /PURCHASER/S**

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/ Flat, in case of a transfer, as the said obligations go along with the Apartment/ Flat 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 there under 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 there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

### **23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee/Purchaser/s 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/ Flat to the total carpet area of all the Apartments in the Project.

### **24. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction and the said Flat/Unit/Apartment shall be subject to all the following conditions (each/either applicable in the context of the specific sale)

**24 (a)** There shall be no canopy or name-board projections in the front of or ahead of any structure or on any part of the said building.

**24 (b)** The elevations and finishing material of the building both externally and internally will not be permitted to be changed under any circumstances.

**24 (c)** The size of the board and lighting arrangements for Flat/Units shall be restricted as per the floor-wise location, size and area of the tenements as prescribed by the Promoter/s.

**24 (d)** No neon sign boards or electronic board/s will be permitted to be displayed in any place in the compound or in any of the open space or on the top of any building/s, as all such open spaces.

**24 (e)** Construction of lofts and other civil changes done internally shall besides being at the risk and cost of the Purchaser/s shall not damage the basic R.C.C. structure and such changes shall only be implemented only after prior written consent of the Promoter/s, and appropriate government authorities.

**24 (f)** The installation of any grills or any doors shall only be as per the form prescribed by the Promoter/s Architect in writing.

**24 (g)** The said Flat/Unit shall solely be utilized for the purpose of permitted legal use only and no other activity of any kind would be permitted therein and he/she/they shall use the **allocated covered/open parking space** only for purpose of keeping or parking the Purchaser's own vehicle.

**24 (h)** The Purchaser/s shall not join two adjacent Flat/Unit and not demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature contrary to the sanctioned plans in or to the structure or construction of the said Flat/Unit without any authorized permission from appropriate authority. The Purchaser also agrees not to make any demand to change the existing plans. The Purchaser shall not demand any changes in the plan of the premises annexed herewith. The Promoter/s shall not refund any amount for deleting items of specifications and amenities on request of the Purchaser.

**24 (i)** During the development or any construction activity on the said project no separate fencing and gate will be allowed for separating any particular work for whatsoever reason. All purchaser/s in all buildings/wings shall have free access to the entire project.

**24 (j)** The Purchaser/s shall not demand to be compensate for any loss, damage caused by fire, riot, strikes, earthquakes, fluctuations in the temperatures, abnormal heavy rains or due to any other cause whatsoever after handing over possession of the Flat/Unit to the Purchaser/s.

**24 (k)** In the event the Society /apartment/ condominium or Association or Limited Company of unit purchasers of said building being formed prior to the construction, sale and disposal of all the units in the proposed scheme, the rights interests, entitlements etc of the said Society /apartment/ condominium or Association or Limited Company holders shall always be subject to the overall rights and authorities of the promoters to deal and dispose off such unsold units/parking spaces as per their choice and on such terms and conditions and consideration as the promoters may deem fit and proper and further agreed upon that the promoters shall not be liable or required to contribute towards the common expenses, maintenance charges etc in respect of the unsold units which are unoccupied

**24 (l)** The Allottee shall not, without the written permission of the Promoter, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Apartment, terrace and/or parking nor shall assign this agreement to any person unless the entire payment under this agreement till then is received by the Promoter. Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law.

## **25. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee/Purchaser/s 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.

**26.** The Allottee/Purchaser/s 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 himself or through Power of Attorney appointed.

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

Name of Allottee : **1. MRS.** \_\_\_\_\_  
**2. MR.** \_\_\_\_\_



(Allottee's Address) : \_\_\_\_\_,  
\_\_\_\_\_.

Notified Email ID : \_\_\_\_\_

Promoter name : **MR. AKASH SATISH PATIL**

(Promoter Address) : 1<sup>st</sup> Floor, 'A' Wing, Ganesh Heights,  
Ganeshnagar, Dapodi, Pune – 411012.

Notified Email ID : sbpatilgroup123@gmail.com

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

#### **28. NO GRANT DEMISE OR ASSIGNMENT:**

None of the actions, concessions or indulgence shown by the Promoter shall be presumed and / or be treated and / or deemed to have been waived this preferential right or the right of pre-emption or the right of first refusal of the Promoter, agreed to herein by the parties hereto. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the said property and building/s or any thereof. The Purchaser shall have no claim save and except in respect spaces, parking's lobbies etc. will remain the property of the promoter until the said Land is conveyed to the ultimate body as agreed to be conveyed by the Promoter as per the terms and conditions of this agreement. The Developer is aware that the Purchaser may obtain loan from financial institution/s banks and the developer has no objection in mortgaging the said flat to the financial institutions/bank, being desirous of purchasing /acquiring a dwelling in the said project from the said developer with financial assistance from financial institutions/bank, the purchaser shall submit loan application to the said organization.

#### **29. JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee/Purchaser/s 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.

#### **30. STAMP DUTY AND REGISTRATION**

The appropriate Stamp Duty of Rs. \_\_\_\_\_/- has been paid upon the consideration amount, as the consideration amount is higher than the Market Valuation. The Registration Fees @ 1% being Rs. \_\_\_\_\_/- is also being paid herewith. The Stamp Duty and Registration Fees are paid by the Purchaser/s.

**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, there under.

**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.** The Promoter/Developer is taking appropriate steps to register the ownership project on the said plot, in terms of section 3(1) of the Real Estate (Regulation and Development) Act, 2016 within the permissible time by the first proviso thereto.

### **SCHEDULE – I HEREINABOVE MENTIONED**

(Being the description of the said Properties)

All that piece and parcel of Properties i.e.

- i. Land bearing **Gat No. 1193 Hissa No. 1**, area admeasuring 00 H. 93 R. + Pot Kharaba 00 H. 05 R. thus total area admeasuring 00 H. 98 R. assessment of Rs. 5.21 Paise, out of that **area admeasuring 00 H. 2.66 R. i.e. 2862 sq. fts. i.e. 265.98 sq. mtrs.** and Land bearing **Gat No. 1193 Hissa No. 8**, area admeasuring 00 H. 98 R. assessment of Rs. 5.20 Paise, out of that **area admeasuring 00 H. 2.66 R. i.e. 2862 sq. fts. i.e. 265.98 sq. mtrs.** and jointly bounded as under-

ON OR TOWARDS EAST : By 24 mtr. BRT Road.  
ON OR TOWARDS WEST : By Gat No. 1194.  
ON OR TOWARDS SOUTH : By Reaming part of Gat No. 1193.  
ON OR TOWARDS NORTH : By Reaming part of Gat No. 1193.

- ii. Land bearing **Gat No. 1194**, area admeasuring 00 H. 55 R. + Pot Kharaba 00 H. 01 R. thus total **area admeasuring 00 H. 56 R. i.e. 5600 sq. mtrs.**, assessment of Rs. 2.94 Paise and bounded as under-

ON OR TOWARDS EAST : Reaming part of Gat No. 1193.  
ON OR TOWARDS WEST : By Gat No. 1196.  
ON OR TOWARDS SOUTH : By Reaming part of Gat No. 1193.  
ON OR TOWARDS NORTH : By Gat No. 1195.

**thus as per 7/12 Extract total area admeasuring 6131.96 sq. mtrs.** and all properties are lying and situated at Village **Chikhali**, Tal. Haveli, Dist. Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli. The said Properties are hereinafter referred to as the "SAID PROPERTY/ PROPERTIES" for the sake of brevity.

**As per Lay-out area of aforesaid Plot of Lands is 6084.96 sq. mtrs. After deducting the area admeasuring 608.62 sq. mtrs. for Open Space, net plot area of subject captioned lands is 5476.34 sq. mtrs.**

**Thus total net area admeasuring 5476.34 sq. mtrs. of aforesaid Plot of Lands and area of TDR admeasuring 4931.91 sq. mtrs. is covered by the present Scheme and the subject matter of this Agreement.**

### **SCHEDULE – II HEREINABOVE MENTIONED**

(Description of the said Apartment /Flat)

**Apartment/Flat No. \_\_\_\_\_, admeasuring carpet area \_\_\_\_\_ sq. fts. i.e. \_\_\_\_\_ sq. mtrs. with enclosed balcony \_\_\_\_\_ sq. fts. i.e. \_\_\_\_\_ sq. mtrs. along with Terrace \_\_\_\_\_ sq. fts. i.e. \_\_\_\_\_ sq. mtrs. + Open Balcony admeasuring \_\_\_\_\_ sq. fts. i.e. \_\_\_\_\_ sq. mtrs. on \_\_\_\_\_ Floor, in Wing / Building No. "A", in the Project known as "GANESH JOYNES", being constructed on the property described in the Schedule - I written herein above.**

### **SCHEDULE - III** **SPECIFICATIONS**

#### **RCC :**

- RCC Consultant approved structure

#### **BRICKWORK :**

- All internal and external walls of 6" thickness

#### **FLOORING / TILING :**

- 2 x 2 vitrified flooring
- Designer Glazed tiles up to 4' height in Kitchen & Washroom
- Designer Glazed tiles up to 7' height in Bathroom

#### **WINDOW :**

- MS grill for all windows
- 3 Track powder coated aluminium sliding windows with mosquito mesh
- Marble sill for all windows
- Attractive MS railing for terraces

#### **DOORS :**

- Good quality flush entrance door with standard SS fitting
- Granite door frame with PVC doors in Bathroom & Toilet

#### **PLUMBING :**

- Concealed plumbing work and high quality C.P. fittings, Premium quality C.P. fitting & Sanitary fitting with hot and cold mixer unit in bathroom

#### **KITCHEN :**

- Kitchen platform with black granite and SS Sink

#### **ELECTRICAL :**

- Modular switches
- Concealed copper wiring

#### **COLOURING :**

- Wall Putty finish with OBD paint for internally
- Semi-acrylic paint for external walls

## **COMMON AREAS AND FACILITIES**

### **(a) COMMON AREAS**

- The land under the buildings
- The footings, RCC structures and main walls of the buildings
- staircase columns and lift as with lift room in the building/s
- common sulage / drainage, water, electrical lines, power backup
- common ground water storage tank and overhead tank
- electrical meters, wiring connected to common lights, lifts, pumps
- top terrace

### **(b) LIMITED COMMON AREAS AND FACILITIES:**

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

### **(c) DESCRIPTION OF SPECIAL AMENITIES**

- Club House with multi-purpose hall
- Open stage
- Children's Play Park
- Senior Citizen's relaxation zone
- Lift with Generator backup
- Ample parking

- Energy efficient common lighting
- Provision for exhaust fan in kitchen
- Well paved / concrete internal roads
- Fire Fighting System
- Rain Water Harvesting
- Solar water heater system
- Grand entrance gate
- CCTV at the main gate
- Jogging Track

**PLEASE NOTE:** Apart from above, any Extra Work, will be charged and needs to be paid in advance while booking.

**RECEIPT**

ACKNOWLEDGED TO HAVE RECEIVED following sum from the within named Purchaser/s -

Sr. No.	Amount (Rs.)	Mode of Payment
1.	_____-/-	Cheque No. _____ dtd. _____, drawn on _____ Bank, _____ Branch.
2.	50,000/-	Cheque No. 075878 dtd. 06/04/2019, drawn on TJSB Bank, Pune Branch.
Total	1,00,000/-	

**OWNER & PROMOTER**

**MR. AKASH SATISH PATIL**

**IN WITNESS WHEREOF** the parties to this agreement have subscribed their respective hands on the day and date first mentioned above.

NAME	THUMB	PHOTO
<b>SIGNED &amp; DELIVERED BY THE WITHINNAMED OWNER / PROMOTER / DEVELOPER AND BEING THE POA HOLDER OF LAND OWNERS / CONSENTING PARTY</b>		
<b>MR. AKASH SATISH PATIL</b>		
<b>SIGNED &amp; DELIVERED BY THE WITHINNAMED SECOND PART PURCHASER/S</b>		
<b>1. MRS. _____</b>		
<b>2. MR. _____</b>		

In the presence of :

- 1) Sign :

Name :

Address :
- 2) Sign :

Name :

Address:

**“Annexure- A”**

**G G MHASKE - SUMBE  
B. A., LL.B. & D.L.L. & L.W.  
ADVOCATE**

**1<sup>ST</sup> FLOOR, “A” WING, GANESH HEIGHTS,  
GANESHNAGAR, DAPODI,  
PUNE - 411 012**

**TITLE CERTIFICATE**

This to certify that I have investigated the Title to the Property described in the Schedule written hereunder and Title thereto is clean, clear and marketable. **“SHRI. AKASH SATISH PATIL”**, a Registered Partnership Firm, is entitled to implement the scheme of development and sale the Ownership units/ flats, shops etc., according to the sanctioned Plan.

**SCHEDULE**

(Of the said Property)

All that piece and parcel of Properties i.e.

- i. Land bearing **Gat No. 1193 Hissa No. 1**, area admeasuring 00 H. 93 R. + Pot Kharaba 00 H. 05 R. thus total area admeasuring 00 H. 98 R. assessment of Rs. 5.21 Paise, out of that **area admeasuring 00 H. 2.66 R. i.e. 2862 sq. fts. i.e. 265.98 sq. mtrs.** and Land bearing **Gat No. 1193 Hissa No. 8**, area admeasuring 00 H. 98 R. assessment of Rs. 5.20 Paise, out of that **area admeasuring 00 H. 2.66 R. i.e. 2862 sq. fts. i.e. 265.98 sq. mtrs.** and jointly bounded as under-

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ON OR TOWARDS SOUTH : By Reaming part of Gat No. 1193.  
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**thus as per 7/12 Extract total area admeasuring 6131.96 sq. mtrs.** and all properties are lying and situated at Village **Chikhali**, Tal. Haveli, Dist. Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli. The said Properties are hereinafter referred to as the "SAID PROPERTY/ PROPERTIES" for the sake of brevity.

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**Thus total net area admeasuring 5476.34 sq. mtrs. of aforesaid Plot of Lands and area of TDR admeasuring 4931.91 sq. mtrs. is covered by the present Scheme and the subject matter of this Agreement.**

**SD/-  
[G. G. Mhaske - Sumbe]  
ADVOCATE**



***Mrs. Gauri G. Mhaske (Sumbe)***

***Advocate***

***B.A. LL.B., D.L.L & L.W.***

Office At: 1<sup>st</sup> Floor, "A" Wing, Ganesh Heights, Ganeshnagar, Dapodi, Pune- 411 012.  
Cell. 9890603163 / 9404238715

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**AGREEMENT FOR SALE**

**SCHEME**

**:- "GANESH JOYNES",  
(Gat No. 1193/1, 1193/8 & 1194)  
at Chikhali, Tal. Haveli, Dist. Pune,**

Village Chikhali, Vibhag No. 14/9, For Flat Rate of Rs. 45610/- per Sq. mtrs.  
(for the year 2018-2019)

Sub-Registrar Haveli No. 24

Document Registered No. & Date:- \_\_\_\_\_/2019 & \_\_\_\_\_

Name/s of Flat Purchaser/s :- **1. MRS.** \_\_\_\_\_  
**2. MR.** \_\_\_\_\_

Mobile No. :- \_\_\_\_\_

Building / Wing :- **"A "**

Flat No. and Floor :- \_\_\_\_\_ , \_\_\_\_\_ **Floor**