

AGREEMENT

This AGREEMENT is executed here at Pune on this ____ day of _____ month of the year, **2022**,

Between

M/s. SIGMA HOUSING (PAN ABCFS 5285 N), A partnership firm registered under the provisions of the Indian Partnership Act,1932, having its office at 102, Kumar Vastu, Bhosale Nagar, Range Hills, Pune: 411020 and address for correspondence at Survey No.84/2, office No.101, Bhandari Associates, Aundh, Pune, represented by its duly authorised partner

SAGAR RIKHABLAL BHANDARI, aged about 37 years, occ: business, residing at Plot No.9, Chaya Society, LC Road, Erandawane, Pune: 411 004

AND

RAVI DEEPAK SHAH, aged about 36 years, occ: business, residing at Shail Deep, 46/47, Panchavati Colony, Talegaon Dabhade, Taluka Maval, District Pune,

...hereinafter called as the "**OWNER/ PROMOTER**", which expression shall, unless repugnant to the context or meaning thereof, mean and include all its partners, their respective heirs, successors, survivors, executors, administrators and assigns, ...of the FIRST PART,

and

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

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

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

WHEREAS,

- a. All that land area 00 H. 30 R out of land S. No. 173 Hissa No. 2/2B/1 total area 00 H. 40.5 R situated at revenue village Wakad, Taluka Mulshi, Dist. Pune within the local limits of Pimpri chinchwad Municipal Corporation and within the jurisdiction of Sub – Registrar Haveli, Pune which is more particularly described in **SCHEDULE - I** given hereto (hereinafter referred to as the said “**LAND**”) is purchased by the Owner/Promoter herein from Indubai Baliram Kalamkar and others by registered Sale Deed dt. 12/01/2016. The said Sale Deed is registered in the office of Sub registrar Haveli No. 6 at serial No. 535/2016 on 14/01/2016. The effect of the said Sale Deed is given to the 7/12 extract of the said land and the name of Owner/Promoter recorded to the 7/12 extract of the said land by mutation entry No. 15102;
- b. the Owner/ Promoter thus, is entitled to develop the said Land, construct multi-storey building/s thereon and to dispose of the same by sale or otherwise transfer to the intending purchasers/ allottees and to receive, collect and appropriate the returns thereof from them;
- c. statutory compliances pertaining to the development of the said Land are as enumerated below:

RERA	No.P52100024201, dated 18/05/2020 under section 3(1) r/w section 5 of the Real Estate (Regulation and Development) Act,2016
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	("RERA" hereinafter) r/w Rule 6 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("RULES" hereinafter) with the Real Estate Regulating Authority, Maharashtra ("MAHA RERA" hereinafter), a copy whereof is appended hereto.
Zone	Residential zone in Final Development Plan, under the Maharashtra Regional and Town Planning Act, 1966, Zone certificate No. 266/2008, dated 22/05/2008 issued by Assistant Director of Town Planning, Pune/ Deputy Engineer, PCMC, a copy whereof is appended hereto.
Construction	BP/Wakad/238/2019, dt. 09/12/2019 under Development Control and Promotion Regulations 2017 for Pimpri Chinchwad Municipal Corporation framed under the Maharashtra Regional and Town Planning Act, 1966, a copy whereof is appended hereto, together with specifications and conditions laid down therein.
Land use	No. NA/SR/28/2020 dated 31/05/2020 for non-agricultural use of residence/ commerce by Collector, Pune, under section 44 of the Maharashtra Land Revenue Code, 1966, subject to conditions laid down therein, a copy whereof is appended hereto.
Separate Project Account for payment	Presently at RBL bank, Camp, Pune bearing Account No. 409001232333.
Separate Project Maintenance Account	Presently at _____ bank

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

Architect	Mr. Milind Patil Address 1 st Floor, Sita Park, 18, Shivajinagar Pune, 411005; Registered with the Council of Architecture wide Reg. No. CA/89/12285 who has/ have dawn the plans for construction of the building/s on the said Plot, a copy of the appointment letter and acceptance whereof is appended hereto.
RCC/ Structural Engineer	Name Mr. G. A. Bhilare of M/s G A Bhilare Address 76/13 Gaurinandan Shantisheela society Law College Road, near FTII, Erandwane, Pune, Maharashtra 411004, Reg. No. CIN-U-74210 PN 2002 PTC 017080, who has/ have drawn the plans of structural design of the building/s on the said Plot, a copy of the appointment letter and acceptance whereof is appended hereto.

- e. the project on the said Land broadly comprise of one residential multi-storey building consisting of various apartments therein for residential uses, together with exclusive facilities as appurtenant thereto of balconies, attached terraces, parking spaces; covered, common facilities for recreation and essential supplies, being undertaken, consumption of basic Floor Space Index ("FSI") so also additional such FSI by way of payment of premium, transferable development rights ("TDR")
- f. the Owner/Promoter accordingly, commenced the development of the said Land and construction of building thereon,
- g. the Owner/Promoter gave inspection of all documents pertaining to development of the said Land to the Allottee/ Purchaser/ Purchaser, as specified under the provisions of the

Real Estate (Regulation and Development) Act, 2016 ("**RERA**" hereinafter) R/w the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 as also the Maharashtra Ownership Flats Act, 1963 ("**MOFA**") r/w the Rules framed there under.

- h. the Allottee/Purchaser agreed to purchase from the Owner/Promoter all that **Residential Unit No.** together with exclusive facilities as appurtenant thereto (*if so specifically mentioned*), more particularly described in **SCHEDULE - II** given hereto and as delineated in the floor map annexed herewith in accordance with the specifications given hereto (hereinafter referred to as the said "**APARTMENT/UNIT/FLAT**") for the price and other payables as hereinafter mentioned;
- i. subject to otherwise agreed, reserved and provided herein, the parties hereto therefore, have executed this agreement to sell, witnessing the terms and conditions thereof, in compliance to section 4 of MOFA r/w section 19 of RERA, as under:

THEREFORE, THIS AGREEMENT WITNESSETH:

1. The Owner/Promoter shall develop the said Land (described in **SCHEDULE-I**) and construct the building/s thereon, in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
2.
 - (a) The Allottee/Purchaser hereby agrees to purchase from the Owner /Promoter and the Owner / Promoter hereby agrees to sell to the Allottee/ Purchaser the said Apartment (described in **SCHEDULE-II**) for the lump sum aggregate price of **Rs. _____ /-(_____)** (*subject to Tax Deduction at Source (TDS) under section 194-IA of the Income Tax Act, 1961, if so applicable*), partly paid and the balance payable as hereinafter mentioned.

Sr.	Amount (Rs)	Particulars
1	Rs._____-/-	10% of the total price to be paid by the Purchaser before execution of this agreement.
2	Rs._____-/-	20% of the total price to be paid by the Purchaser on or after execution of this agreement.
3	Rs._____-/-	15% of the total price payable by the Purchaser to the Promoter at the time of completion of the plinth
4	Rs._____-/-	10% of the total price payable by the Purchaser to the Promoter at the time of commencement of the 3rd slab of the Building
5	Rs._____-/-	05 % of the total price payable by the Purchaser to the Promoter at the time of commencement of the 6th slab of the Building
6	Rs._____-/-	05 % of the total price payable by the Purchaser to the Promoter at the time of commencement of the 9th slab of the Building
7	Rs._____-/-	05% of the total price payable by the Purchaser to the Promoter at the time of commencement of the 12th slab of the Building
8	Rs._____-/-	2.5% of the total price payable by the Purchaser to the Promoter on completion of BBM , internal plaster of kitchen and toilet only
9.	Rs._____-/-	2.5% of the total price payable by the Purchaser to the Promoter on Concealed plumbing, internal electrical conducting
10.	Rs._____-/-	2.5% of the total price payable by the Purchaser to the Promoter on Completion of

		internal gypsum plaster,
11.	Rs._____-/-	2.5% of the total price payable by the Purchaser to the Promoter on Completion of flooring
12.	Rs._____-/-	2.5% of the total price payable by the Purchaser to the Promoter on Completion wall tiles and Granite work
13.	Rs._____-/-	5% of the total price payable by the Purchaser to the Promoter on completion of external plaster
14.	Rs._____-/-	2.5% of the total price payable by the Purchaser to the Promoter on Completion of window and door fixing
15.	Rs._____-/-	2.5% of the total price payable by the Purchaser to the Promoter on Completion of water pumps, electrical fittings, electro, mechanical, and environment requirements, plinth protection, of the said wing
16.	Rs._____-/-	2.5% of the total price payable by the Purchaser to the Promoter on Completion of the lifts, entrance lobby/s,
17.	Rs._____-/-	5% Balance amount of the total price payable by the Purchaser to the Promoter at the time of delivery of possession on or after occupancy of certificate or completion certificate of the said unit whichever is earlier.
Rs._____-/-		Total (Rupees _____ Only) amount (100%)

Out of the said amount the purchaser/s has/have paid a sum of **Rs._____-/- (RS._____ ONLY)**, to the Promoter/Builder being part payment/ Earnest Money towards the sale price. The payment and receipt whereof is hereby admitted and acknowledged by the Promoter/Builder.

- (b) The said price excludes taxes consisting of tax paid or payable by the Owner/ Promoter by way of Goods and Service Tax, Cess or any such statutory levy which may be levied, in connection with the construction of and carrying out the Project payable by the Owner/ Promoter, up to the date of delivery of possession of the said Apartment by the Owner / Promoter to the Allottee/ Purchaser. As well as the Allottee/ Purchaser agreed to pay separately the amount of stamp duty, registration fees in respect of registration of the present agreement, Ad-hoc Society Maintenance charges, society formation charges, legal charges and any other amount dues and payable to the promoter and/or concern authority.
- (c) The said price is also subject to escalation or increase due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority local bodies or government from time to time. The Owner / Promoter undertakes and agrees that while raising a demand on the Allottee/ Purchaser for increase in development charges, cost, or levies imposed by such authorities, the Owner / Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter to the Allottee/ Purchaser.
- (d) The Owner / Promoter shall confirm the final carpet area that has been allotted to the Allottee/ Purchaser 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 tolerance of 3% (three percent).
- (e) The Allottee/ Purchaser authorizes the Owner / 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 Owner / Promoter may in its sole discretion deem fit and the Allottee/ Purchaser undertakes not to

object/demand/direct the Owner / Promoter to adjust his payments in any manner.

- (f) The Purchaser hereby agrees that if any cheque issued for payment of the price of the said amount and all other amount is dishonored, then in that circumstances the purchaser is liable to pay Rs.5000/- towards charges of dishonor of cheque.

3.

- (a) The Owner / Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee/ Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.
- (b) Time is essence for the Owner / Promoter as well as the Allottee/ Purchaser. The Owner / Promoter shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee/ Purchaser and the common areas to the association of the allottees after receiving the occupancy/ completion certificate. Similarly, the Allottee/ Purchaser shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner / Promoter.
- (c) The Promoter has obtained Easement Rights of 40 ft. wide road running from North to South from the West side of the land area 00 H. 60 R out of S. No. 173 Hissa No. 1/1A (as per Computerized 7/12 extract) (S. No. 173 Hissa No. 1/1A/1 as per Hand Written 7/12 extract) area 02 H. 30.90 R of Village Wakad, Mulshi, Pune to the said land from one Shri. Sharad Kokate by Agreement of Grant Of Easement Of Right Of Way dt. 31/08/2019 which is registered in the office of Sub – Registrar Haveli No. 10 at serial No. 20691/2019 Pune on 31/08/2019. The said Road shall be common access road to the unit holder of said project as well as the unit holder of proposed project to be constructed at S.

No. 173 Hissa No. 1/1A (as per Computerized 7/12 extract) (S. No. 173 Hissa No. 1/1A/1 as per Hand Written 7/12 extract). The Landscape, Road, Light Poles, water lines, drainage lines on the said Road to be laid down, maintained by the association of unit holders of said '**173 West Oaks**' project The Unit Holders of the said project shall not create any encroachment upon the said road in whatsoever nature.

4.

- (a) The Owner / Promoter hereby declares that basic Floor Space Index available as on date in respect of the project land is 3000 sq.mt. only and Owner / Promoter has planned to utilize Floor Space Index of 2950 Sq. Mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project.
- (b) The Owner / Promoter has disclosed the total Floor Space Index of 6200 Sq. Mtrs. as proposed to be utilized by him on the project land in the said Project and Allottee/ Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Owner / Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Owner / Promoter only.
- (c) The said Promoter has commenced the construction of residential scheme/project under the name and style "173 West Oaks" on the said land in accordance with the sanctioned building plan of PCMC consisting of 1 building with 2 parking's + 12 habitable floors.

5.

- (a) If the Owner / Promoter fails to abide by the time schedule for completing the project and deliver possession of the said Apartment to the Allottee/ Purchaser, the Owner / Promoter agrees to pay to the Allottee/ Purchaser, who does not intend

to withdraw from the project, interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum on all amounts paid by the Allottee/ Purchaser, for every month of delay, till delivery of possession of the said Apartment.

- (b) The Allottee/ Purchaser agrees to pay to the Owner / Promoter, interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum on all delayed payments which become due and payable by the Allottee/ Purchaser to the Owner / Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/ Purchaser to the Owner / Promoter.
- (c) Without prejudice to the right of promoter to charge interest, on the Allottee/ Purchaser committing default in payment on due date of any amount due and payable by the Allottee/ Purchaser to the Owner/ Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing 2 (two) defaults of payment of installments, the Owner/ Promoter shall at his own option, may terminate this Agreement.
- (d) Provided that, the Owner / Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/ Purchaser, by Registered Post AD/Courier at the address provided by the allottee or mail at the e-mail address provided by the Allottee/ Purchaser, 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 fails to rectify the breach or breaches mentioned by the Owner / Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.
- (e) Provided further that upon termination of this Agreement as aforesaid, the Owner / Promoter shall refund to the Allottee/ Purchaser (subject to adjustment and recovery of any agreed

liquidated damages or any other amount which may be payable to Owner / Promoter) within a period of 30 (thirty) days of the termination, the installments of sale consideration of the said Apartment which may till then have been paid by the Allottee/ Purchaser to the Owner / Promoter. In the event of this agreement being cancelled by the Allottee/ Purchaser for any reason whatsoever, the Promoter shall be entitled to retain, withheld and forfeit 10% of the total agreed consideration to cover opportunity lost and towards administration and other expenses etc., from and out of the amount until then paid by the Allottee to the Promoter and then the Promoter shall be liable to repay only the balance amount (if any) from the amount received by the Promoter on resale of the said unit.

6.

- (a) The Owner / Promoter shall deliver possession of the said Apartment to the Allottee/ Purchaser by_____. If the Owner / Promoter fails or neglects to give possession of the said Apartment to the Allottee/ Purchaser by the aforesaid date then the Owner / Promoter shall be liable on demand to refund to the Allottee/ Purchaser the amounts already received by him in respect of the said Apartment with interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum, from the date the Owner / Promoter received the sum till the date the amounts and interest thereon is repaid.
- (b) The period of delay caused in completion of the construction of the said Apartment on account of
 - I. *force majeure*, Pandemic/epidemic, civil commotion, war, strike, boycott, *bandh*, threat,
 - II. non-availability or scarcity of any building material or finishing articles or labour supply,
 - III. prohibitory orders from any court or authority or
 - IV. time taken for issuance of completion/ occupancy certificate by the concerned planning authority,
 - V. Delay in grant of any NOC/permission/license/ connection/ installation of any services such as elevators, electricity and water connections and meters to the

scheme/ flat/ road etc. or completion certificate from any appropriate authority.

VI. any other reasons beyond the control of the Owner/ Promoter, shall not be included and shall be excluded from computation of the period of completion of the said Apartment and delivery of possession thereof to the Allottee/ Purchaser.

7.

- (a) The Owner / Promoter, upon obtaining the completion/ occupancy certificate from the concerned competent authority and the payment made by the Allottee/ Purchaser as per the agreement shall offer in writing, possession of the said Apartment, to the Allottee/ Purchaser in terms of this Agreement to be taken within a period of 15 (Fifteen) days from the date of issue of such letter.
- (b) At the time of accepting possession of the said Apartment, the Allottee/Purchaser shall execute necessary indemnities, undertakings and such other documentation as may be prescribed by the Owner / Promoter.
- (c) In case the Allottee/ Purchaser fails to take possession within the time stipulated above, the Allottee/ Purchaser shall continue to be liable to pay maintenance charges as applicable.
- (d) If within a period of **5 (Five)** year from the date of handing over the said Apartment to the Allottee/ Purchaser, the Allottee/ Purchaser brings to the notice of the Owner/ Promoter any structural defect in the said Apartment or the building in which the said Apartment is located or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Owner / Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/ Purchaser shall be entitled to receive from the Owner / Promoter, compensation for such defect.
- (e) It is also agreed that the promoter shall not be liable to rectify/remove/alter any material used in the said Unit, wherein

manufacturer of the product has not given Warranty/guarantee upto 5 years from the date of its utilization. Any Electrical / Electronic product, Glass Product, Sports flooring, Mosquito mesh and such other material will not cover Under 5 years warranty period.

- (f) Provided further that the Purchaser shall not carry out any alterations of whatsoever nature in THE SAID UNIT or any fittings therein. In particular, it is agreed that the Purchaser shall not tamper with or make any alteration in any of the fittings, pipes, elevation, water supply connections or any of the erections in the bathroom as this may result in seepage of water and / or affect the strength of the structure. If any of such works are carried out without the written consent of the Owner/Promoter, the Purchaser shall not be entitled to the warrantee regarding the defect liability as mentioned hereinabove and the alleged defect liability of the Owner/Promoter shall automatically stand extinguished.
- (g) It is also agreed that the promoter shall not be liable to rectify/remove/alter any material used in the said Unit, wherein manufacturer of the product has not given Warranty/guarantee upto 5 years from the date of its utilization. Any Electrical / Electronic product, Glass Product, Sports flooring, Mosquito mesh and such other material will not cover Under 5 years warranty period.

8.

- (a) The Allottee/ Purchaser shall use the said Apartment or any part thereof only for purpose of permitted by the sanctioned plans, and for no other purposes. The Allottee/ Purchaser shall use the exclusive facility of parking appurtenant thereto (*if so specifically mentioned*) only for the purposes of parking of vehicles, and for no other purposes.
- (b) There shall be formed a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act,1960 of all Allottees/ Purchasers in the project.

- (c) If so decided and for better administration of the project, for each building there may be formed separate co-operative housing society and all such co-operative housing societies shall form themselves into a federal society under the provisions of the Maharashtra Co-operative Societies Act, 1960 or such other concerned statute or any such informal apex body.
- (d) The Allottee/ Purchaser shall be bound to become a member of such co-operative housing society and shall execute all necessary documents in that behalf as may be called upon by the Owner / Purchaser.
- (e) The Owner / Promoter herein shall execute and/or cause to be executed conveyance of the project comprising of land and building/s constructed thereon and deliver possession thereof, to and in favour of such 'Federal/ Apex Body' or collectively in favour of all such co-operative housing societies, within a period of 1 (one) year from completion of the entire project by the Owner / Promoter on the said Land.

9.

- (a) From the date of the letter given by the Owner / Promoter to the Allottee/ Purchaser that the said Apartment is ready for use and occupation, the Allottee/ Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the project on the said land such as local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the project.
- (b) The Allottee/ Purchaser shall be obliged to make any payment, in common with other Allottee/ Purchaser in project in proportion to the carpet area of the said Apartment to the total carpet area of all Apartments in the Project.
- (c) On or before delivery of possession of the said Apartment by the Owner / Promoter to the Allottee/ Purchaser, the Allottee/

Purchaser shall pay to the Owner / Promoter, an amount towards common maintenance of **Rs.36,000/-Plus GST** for one year as well as Proportionate share of taxes and other charges or other levies separately to the concern authority.

- (d) The Owner / Promoter shall maintain the above amount in a separate project maintenance account, a separate bank account and meet the expenses of common maintenance only for a period of **One year** from completion of construction of the said Apartments and/or from the date of intimation of handing over possession of the of the Apartment whichever is earlier.
- (e) If the Purchaser fails to take the possession of the said Unit within the stipulated time then the Purchaser/s is/are liable to pay amount of **Rs.5,000/-** per month towards internal maintenance charges of the said Apartment from the date of the intimation of completion of construction of the said Unit till the date of receipt of actual possession of the said Unit. The Promoter will hand over the possession of the said Unit only when the said amount is recovered by the Promoter from the Purchaser.
- (f) In case any additional amount is found to be required for common maintenance, the Allottee/ Purchaser agrees to contribute thereto, as may be called upon by the Owner / Promoter.
- (g) The Allottee/ Purchaser shall also pay the amount towards Share money, application fees, entrance fees for the organization, All legal cost, charges, expenses, Electricity, water, LPG and other utility connection and service charges to, and as and when called upon by the Owner / Promoter and in any case prior to delivery of possession of the said Apartment.
- (h) **Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or Allottee and/or after entrustment of common maintenance by the Promoter to the organization of the Allottees, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Allottee shall be liable to bear, pay and contribute to such additional charges**

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

- (i) **The promoter shall apply for water connection to the concerned authority/body as per its norms, and it shall not be the responsibility of the Promoter, in case delay on part of the concerned authority/body to issue water connection or water supply or inadequate water supply. In such a case water shall be purchased by the tankers from the maintenance funds deposit. Even though the Promoter has to provide NOC to the concerned authority as per norms in that case also Promoter shall not responsible to pay charges towards water arrangement.**
 - (j) The Purchaser agrees to pay the differential maintenance amount in the event Promoter pays the differential amount and maintain the society. The expenses of Repair, rework of Unit, exchange, reinstallation of STP, any additional work or services provided by the Promoter time to time on request of Purchaser/s, association of purchasers shall be done from the account of Maintenance amount;
 - (k) Irrespective of the Allottee not taking possession of the said Apartment within the stipulated time called upon by the Promoter, the Allottee shall be liable to pay the routine maintenance and other maintenance deposit amount from the date of the intimation of completion of construction of the said Apartment. The promoter will hand over the possession of the said Apartment only when the said amount is paid by the Allottee.
10. The Owner / Promoter hereby represents and warrants to the Allottee/ Purchaser as follows:
- (a) The Owner / Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual,

physical and legal possession of the project land for the implementation of the Project.

- (b) The Owner / 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.
- (c) There are no encumbrances upon the project land or the Project except those disclosed in the title report.
- (d) 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.
- (e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building is valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the Owner / Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas.
- (f) The Owner / 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 created herein, may prejudicially be affected.
- (g) The Owner / Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of Allottee/ Purchaser under this Agreement.
- (h) The Owner / Promoter confirm that the Owner / Promoter is not restricted in any manner whatsoever from selling the said

Apartment to the Allottee/ Purchaser in the manner contemplated in this Agreement.

- (i) No notice from any statutory authority has been received or served upon the Owner / Promoter in respect of the said Land and/or the project thereon, except those disclosed in the title report.
11. The Allottee/ Purchaser hereby covenants with the Owner / Promoter as follows:
- (a) To maintain the said Apartment at his/ her/ their own cost in good and tenantable repairs and condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situate which may be against rules, regulations or bye-laws or change or alter or make addition in or to the building in which the said Apartment is located and the said Apartment itself or any part thereof without the consent of the society and/or statutory authorities, if required.
 - (b) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Apartment is situated, including entrances of the building in which the said Apartment is situated and in case any damage is caused to the building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee/ Purchaser in this behalf, the Allottee/ Purchaser shall be liable for the consequences of the breach.
 - (c) To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the

Owner / Promoter to the Allottee/ Purchaser and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned statutory authority. In the event of the Allottee/ Purchaser committing any act in contravention thereof, the Allottee/ Purchaser shall be responsible and liable for the consequences thereof.

- (d) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural members in the said Apartment without the prior written permission of the Owner / Promoter and/or the Society or the concerned planning authority.
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the said Apartment is situated.
- (g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other

public authority, on account of change of user of the said Apartment by the Allottee/ Purchaser for any purposes other than for purpose for which it is sold.

- (h) The Allottee/ Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee/ Purchaser to the Owner / Promoter under this Agreement are fully paid up by the Allottee/ Purchaser.
 - (i) The Allottee/ Purchaser shall observe and perform all the rules and regulations which the Society or or Apex Body or Federation may resolve or frame for protection and maintenance of the said building and the said Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws. The Allottee/ Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society Apex Body or Federation regarding the occupancy and use of the said Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
 - (j) The Allottee/ Purchaser shall permit the Owner / 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.
12. The Standard fixtures, fittings and amenities i.e. specifications to be provided by the Promoter in the Unit are those that are set out in "**SCHEDULE – III**", written hereunder. The Allottee shall not be entitled to any extras. If however, any extra fittings, fixtures or amenities are provided by the Promoter, the Allottee shall be bound to pay extra price for such additions as per bills of the Promoter. The bills raised by the Promoter shall be final.
13. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the

said Apartments or of the said Plot and Building or any part thereof. The Allottee/ Purchaser shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Owner/ Promoter until the said structure of the building is transferred to the Society or other body and until the project is transferred.

14.

- (a) The Owner / Promoter has not availed any loan or finance for the project on the said Plot from any bank or institute. However the Owner / 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 Plot, for which the Owner / Promoter shall be entitled to create security either by way of mortgage or otherwise, on the said Plot in favour of such bank/s and/or financial institute and/or person for the loan.
- (b) The Allottee/ Purchaser hereby accorded his/ her/ their irrevocable consent for the Owner / Promoter to avail such loan from any bank/s and/or financial institute and/or person, and agrees not to raise any obstruction and/or impediment and/or any objection pertaining thereto.
- (c) In the event of the Owner / Promoter availing such loan, the Owner / Promoter shall be bound to send written intimation about availing of any such loan to the Allottee/ Purchaser.
- (d) However, in no circumstance the rights of the Allottee/ Purchaser pertaining to the said Apartment shall be adversely be affected. The Owner / Promoter shall keep the Allottee/ Purchaser duly indemnified from repayment of such loan and/or consequences flowing there from with cost and expenses.
- (e) In the event of the Owner / Promoter availing such loan, the Owner / Promoter shall be entitled to call upon the Allottee/ Purchaser to make payment of the balance amount payable by the Allottee/ Purchaser to the Owner / Promoter under this

agreement, directly to such bank/s and/or financial institute and/or person, as the case may be, towards repayment thereof. The amount so paid by the Allottee/ Purchaser to such lender, shall be, and shall be treated to be the payment made by the Allottee/ Purchaser to the Owner / Promoter.

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Stamp duty particulars

Prescribed valuation as per Annual Statement of Rates,2020-2021 _____, as described in Sector ____/____	
Total prescribed valuation	Rs. _____
Total agreed price	Rs. _____
Stamp duty (as per Article 25(b)(i) of Schedule - I to the Maharashtra Stamp Act) on higher amount of the two above.	Rs. _____

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SCHEDULE - I

(description of the said "LAND")

All that land area 00 H. 30 R out of land S. No. 173 Hissa No. 2/2B/1 total area 00 H. 40.5 R situated at revenue village Wakad, Taluka Mulshi, Dist. Pune within the local limits of Pimpri chinchwad Municipal Corporation and within the jurisdiction of Sub – Registrar Haveli, Pune, and which is bounded by as follows:

- On or towards east
- By remaining land from 173/2/2B/1
- On or towards south
- By Windsar Project
- On or towards west
- By Latitude Project
- On or towards north
- By land of Mr. Kashid

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SCHEDULE - II

(description of the said "APARTMENT")

All that

Residential/ Apartment	No. _____
Building/ Wing	No. _____/ _____

Floor	
Area	_____ sq.mt. (_____ sq.ft.) carpet area
Exclusive facility	Attached terrace admeasuring _____ sq.mt. Enclosed Balcony admeasuring _____ sq.mt. Dry Balcony admeasuring _____ sq.mt.

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

Schedule - III

SPECIFICATIONS FOR CONSTRUCTION:

Rider	This shall be subject to change as to number of building/s, apartments therein, their division and/or amalgamation into separate buildings or apartments, provision and situation of open space and/or internal access roads, with proportionate alteration in common facilities as may be found necessary by the Owner/ Promoter depending <i>inter alia</i> upon market conditions. However, this shall not adversely affect the said Apartment agreed to be purchased by the Allottee/ Purchaser
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RCC Earthquake resistant structure as per seismic design. Brick work & Plaster 1. Siporex/Ecolite or Equivalent AAC Blocks 2. External – double coat sand faced plaster 3. Internal – super fine POP/Gypsum of Saint Gobain / Equivalent Paint 1. External – Superior crack resistant, weather proof acrylic paint

of Dulux / Jotun / Equivalent

2. Internal – Premium Emulsion paint of Jotun / Berger / Equivalent

Plumbing

1. Concealed plumbing with high quality CPVC and UPVC pipes of Astral / Equivalent
2. Provision for washing machine in dry balcony

Kitchen

1. Premium Granite kitchen platform – Black Granite
2. Ceramic dado tiles upto lintel level – 300mm x 600mm (Asian / Varmora / Equivalent)
3. LPG reticulated piped gas supply
4. S. S. Sink of Franke / Equivalent
5. Separate tap for Drinking water

Terraces

Designer MS railing

Bathrooms

1. Designer dado up to lintel level – 600mm x 600mm (Asian /kajaria Or Equivalent)
2. Premium quality sanitary fittings (tato Or Equivalent)
3. Single lever fixtures (jaquar Or Equivalent)
4. Grid ceiling in all bathrooms
5. Wall hung EWC (tato Or Equivalent)
6. Concealed dual flush valves (Jaquar or Equivalent)
7. Counter wash basin in master bathroom
8. Granite and plywood sandwiched door frames
9. Solar heated water in master bathroom

Doors / Windows

1. Laminated main door and internal doors with fittings of Godrej / Hafele / Equivalent.
2. Full jamb width laminated plywood door frame
3. Aluminium sliding powder coated sections for terrace and windows with mosquito mesh

Flooring

1. Fully vitrified Tiles - 600X600mm of Asian / Varmora /Equivalent
2. Anti-skid tiles in bathrooms and terraces Asian / Varmora /

Equivalent

- 3. Dado tiles in dry balcony 300mm x 300mm od Asian / Varmora / Equivalent

Electrification

- 1. Concealed copper wiring with earth leakage circuit breakers
- 2. TV , DTH and telephone points in living and master bedroom
- 3. Adequate electrical points
- 4. Points for washing machine, fridge, micro wave and water purifier
- 5. Shuttered plug socket to avoid accidental contact
- 6. Provision for inverter backup
- 7. Legrand/ Schneider / Equivalent premium quality modular switches
- 8. Single Phase power connection for all apartments
- 9. provision for AC in the Living room and master bedroom.

Automation & Security

- 1. Intercom connectivity between all apartments & security cabin
- 2. Video door phone for all apartments
- 3. CCTV Surveillance in campus

Others

- 1. Fire fighting system
- 2. Signage and Letter box for each apartment
- 3. Internal concrete / paved roads
- 4. Entrance gate with security cabin
- 5. 100% DG backup for complete common load
- 6. Premium automatic elevators of Schindler / ThyssenKrupp / Equivalent
- 7. Rain Water Harvesting
- 8. Sewage Treatment Plant
- 9. Water Treatment Plant

Amenities

- 1. Indoor game,
- 2. Fitness center,

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

M/s. Sigma Housing through its Partners 1. Sagar Rikhablal Bhandari 2. Ravi Deepak Shah (the Owner / Promoter)		
Photograph	LHTI	Signature

_____/_____ (Allottee/ Purchaser)		
Photograph	LHTI	Signature

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

ANNEXTURE – I
DHAIRYASHEEL S PATIL
Advocate

167, New Narayan Peth, Opp. Dena Bank,
Kelkar Road, Pune – 411030

CERTIFICATE OF TITLE

I have caused search to have been taken relating to, and investigated the title of the Promoter to the said Land (described in **SCHEDULE - I** above) by perusing relevant documents relating thereto, and furnished title report dated **03.09.2020** and as stated therein, I am of the opinion that; the Promoter is the owner of the piece of land as enumerated in the said title report and also in the table given in the recital above, as is also entitled to all that piece and parcel of the land area admeasuring 00 H 30 R bearing Survey No. 173 Hissa. No. 2/2B/1 totally admeasuring 00 H 40.5 R situated at Mouje Wakad, Taluka Mulshi, and District Pune within limits of PCMC and within jurisdiction of Sub- registrar Haveli, Taluka Mulshi, District Pune the said Land is free and marketable.

the Promoter is entitled to develop the said Land by constructing a building/s thereon, comprising of independent Units for residence and commerce, and to enter into this agreement to sell with the intending purchaser.

Sd/-

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ANNEXTURE - II
CONSENT LETTER BY THE PURCHASER

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

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

I/We, aware that the said building will be 2 p+ 12 floors and total 94 tenements .I have no objection on the same.

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

1.

2.

Purchaser/s

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