

AGREEMENT TO SALE

THIS AGREEMENT TO SALE MADE ON THIS ____ DAY OF
____ **2020** AT PUNE

BETWEEN

M/S. SHREE SAI LANDMARK

REGISTERED PARTNERSHIP FIRM
PAN : ADHFS4016N

OFFICE ADDRESS;

SHOP NO 18-19, N B ARCADE, MAIN ROAD AKURDI,
AKURDI PUNE - 411035
THROUGH IT'S PARTNER;

MR. VINOD TUKARAM ADASKAR

AGE: 43 YEARS, OCCUPATION: BUSINESS
ADDRESS: FLAT NO 1204, N D TOWER,
MAIN ROAD, AKURDI, PUNE- 411035
PAN : ADIPA2057J
AADHAAR: 3452 9819 5495

MR. VITTHALDAS KANTILAL PATEL

AGE: 45 YEARS, OCCUPATION: BUSINESS
R/ AT : FLAT NO. 302, 3RD FLOOR, PRERNA CO-OP. SOCIETY,
NEAR SPINE ROAD, BHOSARI PCNTDA, PUNE - 411 026
PAN NO. APTPP5351F
AADHAAR : 5608 9085 5102

HEREINAFTER REFERRED TO AS "**PROMOTOR / BUILDER/
DEVELOPER**" (Which expression shall unless it be repugnant to
the context shall mean and include Directors of the Company, the
transferees, nominees, assigns, executors, administrators and
successors in title)

..... **PARTY OF THE FIRST PART**

AND

AGE : YEARS, OCCUPATION: BUSINESS

ADDRESS: _____

PAN : -----

AADHAAR : -----

HEREINAFTER REFERRED TO AS THE “**UNIT / FLAT / SHOP PURCHASER/S**” (which expression shall unless repugnant to the context or meaning thereof, shall mean and include its present Directors, office bearers, executors, administrators and assigns)

..... PARTY OF THE SECOND PART

AND

1. Mr. Rahul Balu Dhavale

(Pan No. BIAPD9305A)

Age: 40 Years, Occ.: Agriculturist

(No. 1 for himself & as natural guardian father for No. 1b & 1c)

1a. Mrs. Rohini Rahul Dhavale

Age: 31 Years, Occ.: Housewife

1b. Miss. Tanishka Rahul Dhavale

Age: 12 Years, Occ.: Education

1c. Master. Vishwaraj Rahul Dhavale

Age: 05 Years, Occ.: Education

2. Mr. Anil Balu Dhavale

(Pan No. BDDPD7482E)

Age: 38 Years, Occ.: Agriculturist

(No. 2 for himself & as natural guardian father for No. 2b & 2c)

2a. Mrs. Snehal Anil Dhavale

(Pan No. BLCPD2365P)

Age: 28 Years, Occ.: Housewife

2b. Master. Adhiraj Anil Dhavale

Age: 09 Years, Occ.: Education

2c. Miss. Sharanya Anil Dhavale

Age: 04 Years, Occ.: Education

3. Mr. Dada Balu Dhavale

(Pan No. APBPD3159B)

Age: 36 Years, Occ.: Agriculturist

(No. 3 for himself & as natural guardian father for No. 3b.

3a. Mrs. Vaishnavi Dada Dhavale

(Pan No. BLCPD2366Q)

Age: 28 Years, Occ.: Housewife

3b. Master. Shourya Dada Dhavale

Age: 04 Years, Occ.: Education

4. Mrs. Sulbha Balu Dhavale

(Pan No. AXZPD5137F)

Age: 58 Years, Occ.: Housewife

5. Mrs. Manisha Balu Dhavale

(Pan No. BLCPD2364N)

Age: 39 Years, Occ.: Housewife

Through its POA Holder

M/s. Shree Sai Landmark

A Partnership firm duly constitute under the relevant provisions of the Indian Partnership Act 1932 having its registered place of business at At/p. Punawale, Tal. Mulshi, Dist. Pune -411 033, through its authorized Partners :-

1. Mr. Vinod Tukaram Adaskar

Age: 41 Years, Occupation: Business

R/at : Flat No. 1204, N D Tower, Akurdi Road,
Akurdi, Pune – 411 035.

2. Mr. Vitthaldas Kantilal Patel

Age: 45 Years, Occupation: Business

R/at : Flat No. 302, 3rd Floor, Prerna Co-op. Society,
Near Spine Road, Bhosari PCNTDA, Pune

Hereinafter jointly and together referred to as "**THE OWNERS/ CONSENTING PARTY**" (which expression unless repugnant to the context or meaning thereof, shall mean and include the respective heirs, executors, administrators, nominees and assigns / the directors of the company at present or who may admitted in future their respective executors, administrators, nominees and assigns)

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

AND WHEREAS that the property bearing Survey Nos. 37/2, 38/3 and 38/4 at Village Punawale Taluka Mulshi Dist Pune belonged to Mr. Tukaram Dhondur Dhavale prior to year 1956 and his name has been recorded in the rights of record as owner thereof vide its mutation entry No. 53.

AND WHEREAS that the said owner Mr. Tukaram Dhondur Dhavale expired in the year 1956, leaving behind him Smt. Yamunabai Tukaram Dhavale

(widow) & Mr. Balu Tukaram Dhavale (son) as his legal heirs. Accordingly their names have been recorded in the right of records as owner thereof vide Mutation Entry No. 497.

AND WHEREAS that thereafter Partition took place between Mr. Balu Tukaram Dhavale and his family members in respect of Survey Nos. 37/2, 38/3 & 38/4 alongwith other properties vide Partition Deed dated 30.09.1997, which is duly registered in the Sub Registrar Mulshi (Paud) at Serial No. 4772/1997 read with Correction Deed dated 28.11.2014, which is duly registered in the Sub Registrar Haveli No. 5, at Serial No. 9281/2014. In furtherance of the same said land came to share of following I owners :-

Owner	Survey No.	Area in R
Mr. Rahul Balu Dhavale, Mr. Anil Balu Dhavale, Mr. Dada Balu Dhavale, and Mrs. Manisha Balu Dhavale	37/2	38 R
Mr. Rahul Balu Dhavale, Mr. Anil Balu Dhavale, Mr. Dada Balu Dhavale, Mrs. Sulbha Balu Dhavale and Mrs. Manisha Balu Dhavale	38/3	25 R
Mr. Dada Balu Dhavale	38/4	07 R

Accordingly their names were mutated on 7/12 extract of the said land, vide Mutation Entry No. 1798 and 4644.

AND WHEREAS that thereafter the said Mr. Dada Balu Dhavale with consent of Mr. Balu Tukaram Dhavale, Mrs. Sulbha Balu Dhavale, Mr. Rahul Balu Dhavale, Mr. Anil Balu Dhavale, Mrs. Manisha Sharad Dhorajkar sold the land bearing Survey No. 38/4 admeasuring about 71 R to Mr. Rohidas Dinkar Walhekar, Mr. Devram Dinkar Walhekar and Mr. Hiranman Dinkar Walhekar, vide Sale Deed dated 21.10.2002, which is duly registered in the Sub Registrar Mulshi (Paud) at Serial No. 5771/2002. Accordingly Mr. Rohidas Dinkar Walhekar, Mr. Devram Dinkar Walhekar and Mr. Hiranman Dinkar Walhekar became absolute owner of the said property and their names have been recorded in the rights of record as owner thereof vide its mutation entry No. 2379.

AND WHEREAS that thereafter the said Mr. Rohidas Dinkar Walhekar, Mr. Devram Dinkar Walhekar and Mr. Hiranman Dinkar Walhekar with consent of Mr. Balu Tukaram Dhavale, Mrs. Sulbha Balu Dhavale, Mr. Rahul Balu Dhavale, Mr. Anil Balu Dhavale, Mrs. Manisha Sharad Dhorajkar sold the land adm 7 R i.e. (111.11 Mtr east -west x 6.32 Mtrs South North for road only (which is to be used only for road by both parties) out of Survey No. 38/4 to Mr. Dada Balu Dhavale, vide Sale Deed dated 15.07.2015, which is duly registered in the Sub Registrar Haveli No. 18, at Serial No. 5421/2015. Accordingly his name was mutated on 7/12 extract, vide Mutation Entry No. 4786.

AND WHEREAS that owner of the property bearing Survey No. 37/2 and 38/3 Mr. Anil Balu Dhawale had obtained loan of Rs. 6,87,000/-from The Ratnakar Bank Ltd Chinchwad accordingly charge of bank has been recorded in the rights of record vide its mutation entry No. 3055, however he has repaid the said loan accordingly bank has issued letter to that effect and revenue authority has given the said effect vide its mutation entry No. 4179 and name of bank has been deleted from record.

AND WHEREAS that it can be reveal from mutation entry No. 3392 that Mrs. Sulbha Balu Dhavale also obtained agriculture loan from Priyadarshani Vikas Co-operative Credit society Ltd hover same has been repaid by Sulbha Dhavale hence same remark has been deleted vide letter of society dt 07/07/2009 and said effect given vide its mutation entry No. 3392.

AND WHEREAS that said Mr. Rahul Balu Dhavale, Mrs. Rohini Rahul Dhavale, Miss. Taniska Rahul Dhavale, Mr. Vishvraj Rahul Dhavale, Mr. Anil Balu Dhavale, Mrs. Snehal Anil Dhavale, Mr. Adhiraj Anil Dhavale, Miss. Sharnya Anil Dhavale, Mr. Dada Balu Dhavale, Mrs. Vaishnavi Dada Dhavale, Mr. Shourya Dada Dhavale, Mrs. Sulbha Balu Dhavale, Mrs. Manisha Balu Dhavale & M/s. Shree Sai landmarks through its Partner Mr. Sandeep Dindayal Agarwal and Mr. Rohidas Shamrao Taras agreed to jointly develop the land bearing Survey No. 37/2 admeasuring about 38 R, Survey No. 38/3 admeasuring about 25R & Survey No. 38/4 admeasuring about 7R i.e. said land on basis of revenue sharing and executed a Joint Venture Agreement dated 26.11.2016, which is duly registered in the Sub Registrar Haveli No. 17, at Serial No. 7131/2016 and Power of Attorney 26.11.2016, which is duly registered in the Sub Registrar Haveli No. 17, at Serial No. 7132/2016.

AND WHEREAS that meanwhile Mr. Sandeep Deendayal Agarwal and Mr. Sachin Deendayal Agarwal, Mr. Sumit Deendayal Agawal, Mr. Rohidas Shamrao Taras Mr. Premachand Ramswarup Mittal has been retired from firm M/s. Shree Sai landmark and Mr. Vinod Tukaram Adaskar, Mr. Vitthaldas Kantilal G Patel and Mr. Nilesh Amrutlal Rudani have been introduced as new partner in the firm and accordingly said deed of reconstitution / Retirement is executed on 12/04/2019 which is executed / Notarized before 12/04/2019.

AND WHEREAS that meanwhile after execution of development agreement Real Estate (Regulation and Development) Act 2016, come into existence in Maharashtra and rule and regulation of the said act were applicable to this property and also partners of the promoter firm have been changes hence land owners have executed a Supplementary development Agreement on 01.08.2018 in fevour of M/s. Shree Sai Landmark through its Partner Mr. Vinod Tukaram Adaskar and Mr. Vitthaldas Kantilal Patel about confirmation of consideration and change in partnership, which is registered with Sub-Registrar Haveli No. 25 at Serial No. 11505/2018 dated 01.08.2018 and Power of Attorney 01.08.2018, which is duly registered in the Sub Registrar Haveli No. 25 at Serial No. 11506/2018 dated 01.08.2018.

AND WHEREAS that the said builder developer M/s. Shree Sai Landmark, have prepared a Building plan for constructing a building consisting of various flats, shops on the said property and submitted the same to Pimpri Chinchwad Municipal Corporation and got it sanctioned vide its Commencement Certificate No. BP/Punavale /29/2017 dated 26.07.2017 and further applied for revised sanction and got the approval of the said building by sanction No. BP/Punavale/79/2019 dated 24/12/2019.

AND WHEREAS by virtue of the above named, Development Agreements and Power of Attorneys, the Developer is authorized and empowered to develop, construct and evolve the "ownership Flat Scheme" over said property and is also entitled and authorized to sell the flats/shops/offices and other tenements as may be constructed in the said property to prospective purchaser. The said Developer/ Promoter has the sole and exclusive right and authority to develop the said property, construct buildings consisting of flats/shops/offices/ Row houses/bungalows and other tenements and allot to the same to the prospective purchasers such units in such building/s constructed or to be constructed by the Promoter on the said property and to implement the Scheme commonly known as Ownership Flats Scheme. The Promoter is also entitled and to enter into Agreement/s with the Purchaser/s of the flats/shops/offices apartments and to sell, lease, mortgage allocate or otherwise alienate in whatsoever manner the same and to allocate the exclusive use or restrict the use of parking space/s, terrace/s garden/s, open space/s or any other areas in the proposed scheme, to any persons of Promoter's choice and to enforce the rights or fulfill obligations there under and to receive the sale price of land and construction cost and/or consideration for granting of any such exclusive rights.

AND WHEREAS the said Promoters commenced the constructions work of the Building in housing cum commercial Project under the name of **"SHANTAI's DIVINE BLISS"** in accordance with the aforesaid sanctioned Building Plan.

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

AND WHEREAS the Vendor/Lessor/Original Owner/Promoter is in possession of the project land

AND WHEREAS the Purchaser has agreed to purchase the said **Shop/Flat** for consideration of **Rs-----/- (Rupees -----**

Only) The parties have executed these presents with an understanding that, the Agreement shall be termed to be an Investors Agreement and all the provisions of Article-5(g)(ii) relating to the purchase by an Investor from a Developer shall mutatis mutandis be applicable and the stamp duty can be adjusted against the duty chargeable under Articles-25 after keeping the balance prescribed by law.

AND WHEREAS the Promoter herein has commenced construction of building/s on the “Said Property” for which they have obtained sanction of the building/s plan/s from the concerned local authority. The Promoter herein shall complete construction of the said building on the “Said Property” in accordance with the plans, designs and specifications approved by the concerned local authorities. The Purchaser/s has/have seen and approved and accepted the said plans. The Purchaser/s agrees/agree that these plans are subject to such alterations and modifications, as the Promoter in it's sole discretion may think fit and necessary or as may be required by the concerned local authority / Government to be made in them or any of them.

The Purchaser/s hereby gives/give his/her/their irrevocable consent to the Promoter herein to carry out such alterations, modifications in the sanctioned plan/s of the said building/s as the Promoter in its sole discretion thinks fit and proper and/or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, orders or instructions made by the local authority and/or planning authority and/or competent authority and/or Government and/or any officer of any such competent authority.

AND WHEREAS the Promoter has proposed to construct on the project land a scheme comprising of ownership Apartment, in the Project name **“SHANTAI’s DIVINE BLISS”** [Herein after referred to as the **“Said Project”**] consisting of building/floors/units/flats/shop as tabled herein below;

TOTAL POTENTIAL OF PROJECT

Sr. No	Type/ Building	Occupation Type	Proposed number of floors	Total Proposed number of unit
1	Shantai’s Divine Bliss	Residential cum Commercial Units	P+11	220 Flats and 6 Shops

TILL DATE SANCTIONED DETAILS

Sr. No	Type/Building	Occupation type	Total number of floors	Total Number of unit
1	Shantai's Divine Bliss	Residential cum Commercial Units	P+7	90 Flats

AND WHEREAS after verifying and confirming the title documents and various permissions and sanctions personally and by his/her/ their Advocate, the Purchaser/s has/have applied to the Promoter for allotment of the Shop/Flat bearing **No. --- at Ground Floor** in i.e the building known as **“SHANTAI’S DIVINE BLISS”** to be constructed on the said property (hereinafter referred to as the **"SAID UNIT / SHOP / FLAT"**.)

AND WHEREAS the Allottee has applied to the Promoter for allotment of Shop/Flat **No. ---- on ----- Floor** situated in the building i.e. **“SHANTAI’S DIVINE BLISS”** being constructed in the said Project.

AND WHEREAS the Allottee is offered **Shop/Flat** bearing number **---- on the ----- Floor**, (herein after referred to as the said “Apartment”) in the Building called Building i.e. **“ SHANTAI’S DIVINE BLISS”** (herein after referred to as the said “Building” and more particularly described in **SCHEDULE - A** mentioned hereunder) being constructed in the said project, by the Promoter.

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

AND WHEREAS the Promoter has entered into an Agreement with an Architect registered with the Council of Architects and has also appointed a Structural Engineer for the preparation of the structural design and drawings of the building/s and the Promoter has accepted the professional supervision of the Architect and the Structural Engineer till the completion of the building/s. The Promoter herein has reserved the rights to change

the Architect and the Structural Engineers as and when required during or before the completion of the building/s.

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

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

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

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

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

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

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain

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

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

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

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum in the following manner;

Date	Amount	Cheque	Bank

Being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority and certificate attached herewith as **ANNEXURE - F**.

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

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

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

1. The Promoter shall construct the said building/s consisting of Ground plus upper four floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1 (a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Shop/Flat No. ---on ----- floor** in the building **C Viz. “SHANTAI’S DIVINE BLISS”** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **SCHEDULE - B** for the consideration of **Rs. -----/- (Rupees ----- Only)** **excluding** other charges like share money, application entrance fee of the Society or Limited Company/Federation/Apex body, Water, Electric, and other utility and being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **SCHEDULE - II** annexed herewith.

The Promoter and the Allottee has mutually agreed to the present payment plan based upon the milestone table herein below. The Allottee has agreed to pay the consideration in following manner;

%	PAYMENT SCHEDULE
10 %	at the time of Booking (<i>inclusive of part/advance payment as mentioned herein above</i>)
10 %	at the time of execution of Agreement to Sale

25 %	to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located
5%	to be paid to the Promoter on completion of the Second slab including stilts of the building or wing in which the said Apartment is located
5 %	to be paid to the Promoter on completion of the Fourth slab including stilts of the building or wing in which the said Apartment is located
5 %	to be paid to the Promoter on completion of the Sixth slab including stilts of the building or wing in which the said Apartment is located
5 %	to be paid to the Promoter on completion of the Eight slab including stilts of the building or wing in which the said Apartment is located
5 %	to be paid to the Promoter on completion of the Tenth slab including stilts of the building or wing in which the said Apartment is located
5 %	to be paid to the Promoter on completion of the Twelfth slab including stilts of the building or wing in which the said Apartment is located
5 %	at the time of completion of the walls, internal plaster, and windows of the said Apartment
5 %	at the time of completion of the flooring, doors, Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment
5 %	at the time of completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located
5 %	at the time of completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located
5 %	5% at the time of handing over of the possession of the

	Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.
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It is expressly agreed that for each of the above payments **TIME** is essence of the contract. The Purchaser herein shall pay the aforesaid amount on due dates or within seven days from the Promoter giving the written intimation to the Purchaser calling upon the Purchaser to make the payment. Payment in time is the essence of the contract.

It is hereby agreed that subject to the terms of this Agreement the Owner/Promoter and the Purchaser/s shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by local authority at the time of sanctioning of the plans or any time thereafter or at the time of granting Completion Certificate. The Purchaser/s shall not be entitled to claim possession of the said unit until the completion certificate in respect of the said unit is received by the Owner/Promoter and the Purchaser pays all dues payable under this agreement in respect of the said unit to the Owner/Promoter and has paid the necessary deposits and signed the possession documents etc.

The promoter herein declared and allottee herein agreed that the exclusive use of Open Car Parking will be allotted by propose society as per rules and regulation of Maha Rera. Further the Promoter and Allotte have that there shall be no any consideration payable by the Allottee to the promoter on account of open parking so also proportionate common areas and facilities so also limited common area appurtenant to the premises and allotment is made Ex-Garcia for beneficial enjoyment of the same. The Promoter and the Allottee have agreed that there shall be no any consideration payable by the Allottee to the Promoter on account of parking allotment so also proportionate common areas and facilities so also limited common area appurtenant to the premises. The sale of the said Apartment is on the basis of carpet area only.

1(b) The total aggregate consideration amount for the apartment is **Rs. -----/- (Rupees ----- Only)** excluding share money, application entrance fee, MSEDCL, Society formation, infrastructure charges, Stamp Duty, Registration charges, and shrinking fund.

1(c) The Allottee has paid on or before execution of this agreement a sum **Rs. -----/- (Rupees ----- Only)** as detailed

stated above through cheque / online transfer) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs. -----/-** (Rupees ----- Only) upon the milestone table.

The Allottee shall make all the payments to the Promoter by Demand Draft / Pay orders / Local Cheques payable at Pune only. If the Allottee makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoter and to the extent the said amount is credited by deducting the commission of the Bank/out station clearing charges. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Allottee or Housing Finance Companies/Banks, etc.

All payment under this agreement shall be made as per the demand note raised by the Promoter from time to time payable strictly in the following accounts:-

Bank	Branch	Account No.
Axis Bank	Nigdi	919020026586330

1(d) The Total Price above **excluded** Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, NA Tax, Property Tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

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

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

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

1(h) There is likelihood of changes/amendment in the D.C. rules and Regulations now in force and governing the said land. Accordingly the requisites of layout open spaces, buildability etc. will be different warranting/permitting amendments to the plans (layout/buildings) the amenities and the specifications (such amendments may entail variation or reduction in open spaces and other common areas, liberty to have structure/s with height exceeding 50 fifty feet etc. The Promoter shall at all times before or even after the transfer and vesting of the said property i.e. land and or part/s thereof with the structure/s thereon to the Ultimate Body have the absolute right to make or cause to be made additions, alterations, raise additional floors or structures on the said structures/s at any time or construct new structures on the said land as may be permitted by the Development Control Authorities concerned and such additions, alterations and/or additional structures or storeys, shall be the sole and exclusive property of the promoter who shall be entitled to deal with or dispose of the same in any way it chooses and the Purchaser/s hereby consent/s to the same. The Purchaser/s and allottee/s of the other premises in the said structure/s shall, subject as otherwise agreed upon not be allowed to use the common terrace/s of the said structure/s and or common area/s of the complex in particular the open space and Amenity Space Area/s

and the same will be the exclusive property of the promoter who shall have the exclusive right use and or deal with and dispose of the said common terrace/s, common area/s etc. as above subject only to the access thereto of the Ultimate Body to attend to the water tanks and/or antennas and/or installations and/or other common service/s if any, or in connection with repairs of the said structure/s. The purchaser/s hereby agree/s that the promoter shall have the right and absolute authority to construct or erect and additional floor/s on the common terrace/s and/or structure/s on the common area/s as may be permitted by the Development Control Authorities for its sole benefit and use the common terrace/s and entire parapet wall/s of the common terraces and other areas as above for such purpose as it deems fit including the display of advertisements and sign boards, cell towers, etc. and all the income and benefits derived there from, shall be the absolute property of the promoter and the documents to be executed in favour of the Ultimate Body shall contain the necessary covenants in favour of the Promoter in that behalf. The Purchaser/s hereby agree/s that he she/they/it will give all necessary facilities and fully co-operate with the Promoter to make any additions and alterations and/or raise additional storeys or structures or construct new structure/s on the said property in accordance with the plans sanctioned or which may be herein after sanctioned by the Development Control Authorities concerned.

It is an express condition of this agreement that all such Agreement entered into by the promoter with any person/s in respect of any premises comprised in the said land and or the structure/s thereon shall be binding on the purchaser/s and all other allottees of the other premises comprise in the said land/or the structures thereon to be developed by the promoter as above on the said ultimate Body which may be formed by the allottees of such premises and that the purchasers shall not be entitled to raise any objections or do anything which will result in a breach of terms and conditions of the agreement which are or may be entered into by the promoter with other person with regard to such premises as aforesaid and the purchaser/s hereby undertake and gives his/her/ its /their consent to the promoter to do and execute all such acts, deeds, matters and things from time to time as may be required to be done and execute by the purchasers as the allottees of the said premises or as constituents of the ultimate Body as may be required from time to time to enable the promoter to carryout its part of such agreements as aforesaid.

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

2.1 Time is of essence for the Promoter as well as the Apartment Purchaser/Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Apartment Purchaser/Allottee and the common areas to the association of the Apartment Purchaser/Allottees or society as the case may be after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Apartment Purchaser/Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project land is **6266.43 Sq. Mtrs.** only and Promoter has planned to utilize Floor Space Index of **5048.41 Sq. Mtrs.** by availing of TDR/DR 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 **11314.89 Sq. Mtrs.** as proposed to be utilized by him on the project Land in the said Project and Apartment Purchaser/Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of 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.

It is also understood and agreed by the Flat Purchaser/s that the Promoter/ Developer shall have unhindered right of access to the terrace on top of the building and such right and authority shall also stand given and provided to such person(s) to whom use has been permitted by the Promoter/ Developer in terms of the preceding clause and the Flat Purchaser/s shall not deny, prevent, obstruct or in any other way cause hindrance to the Promoter/ Developer or such person(s) as may be authorized by the Promoter/ Developer and / or representing them and / or

person to whom use of terrace space has been granted by the Promoter/ Developer in any form whatsoever.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Apartment Purchaser/Allottee, the Promoter agrees to pay to the Apartment Purchaser/Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Apartment Purchaser/Allottee, for every month of delay, till the handing over of the possession. The Apartment Purchaser/ Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Apartment Purchaser/Allottee to the Promoter under the terms of this Agreement from the date said amount is payable by the Apartment Purchaser/Allottee(s) to the Promoter.

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

Provided that, Promoter shall give notice of fifteen days in writing to the Apartment Purchaser/Allottee, by Registered Post AD at the address provided by the Apartment Purchaser/Allottee and mail at the e-mail address provided by the Apartment Purchaser/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 Apartment Purchaser/Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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

Apartment which may till then have been paid by the Apartment Purchaser/Allottee to the Promoter.

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

6. The Promoter shall give possession of the Apartment to the Apartment Purchaser/Allottee on or before **31ST DECEMBER 2022** If the Promoter fails or neglects to give possession of the Apartment to the Apartment Purchaser/Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Apartment Purchaser/Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- a. war, civil commotion or act of God;
- b. Any notice, order, rule, notification of the Government and/or other public or competent authority/court or any Decree / Order of any Court/tribunal/authority.
- c. Non-availability of steel, cement, other building material, water, electric supply or drainage line etc.
- d. Any stay or injunction order from any Court/forum/statutory body.
- e. Pendency of any litigation of any nature effecting the construction or furbishing.
- f. Delay or default in payment of any installment or dues by the Apartment Allottee. (This is without prejudice to the right of the Promoter under Clause 1C above).
- g. Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
- h. Any other circumstances beyond the control of the Promoter or force majeure.
- i. Changes in any rules, regulations, bye laws of various statutory bodies and authorities from time to time affecting the development and the project.

- j. Delay in grant of any NOC/ permission/ license/ connection installment of any services such as elevators, electricity and water connections and meters to the scheme/ Apartment/ road etc. or completion certificate from any appropriate authority.

Any other cause beyond the control of the Promoter and of its agent as per the provisions of section of the MOF Act, the possession of the sold premises is not given by the aforesaid date then if mutually agreed upon between the parties to terminate this Agreement, this agreement shall stand terminated and the Promoter shall refund to the purchaser/s the amount already received by him in respect of the premises with simple interest thereon @ 9% per annum from the date the promoter received the sum till the date of the repaid it with interest. Provided that by mutual consents if is agreed that the dispute whether the stipulations specified in sections of the MOFA act have been satisfied or not will be referred to person/s mutually agreed upon who will act as Arbitrator/s. Till the entire amount with interest is refunded by the Promoter to the Purchaser there shall, subject to prior encumbrances, if any be a charge on the said premises.

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

7.2 The Apartment Purchaser/Allottee shall take possession of the Apartment within 15 days of the promoters giving written notice to the Apartment Purchaser/Allottee intimating that the said Apartment are ready for use and occupation:

7.3 FAILURE OF APARTMENT PURCHASER/ALLOTTEE TO TAKE POSSESSION OF APARTMENT : Upon receiving a written

intimation from the Promoter as per clause hereinabove the Apartment Purchaser/Allottee shall take possession of the Apartment 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 to the Apartment Purchaser/Allottee. In case the Apartment Purchaser/Allottee fails to take possession within the time provided in clause hereinabove such Apartment Purchaser/Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years subjected to receipt of entire amount and all dues from all allottees including maintenance charge, outgoing, stamp duty, registration fee, service tax, any other government dues) from the date of handing over the Apartment to the Apartment Purchaser/Allottee, the Apartment Purchaser/Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Apartment Purchaser/Allottee shall be entitled to receive from the promoter, compensation for such defect in the manner as provided under the Act. In case the law applicable to these present with respect to the formation of Association of Apartment owners is changed with retrospective and which shall adversely affect the obligation of the Promoter under this agreement with respect to formation of association of Apartment allottees then in that case the changes so made in the Law having retrospective effect shall not apply to this agreement and the obligation on part of the Promoter in respect to the formation of Association shall be followed as laid down under this agreement.

8. The Apartment Purchaser/Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop/godown for carrying on any industry or business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Apartment Purchaser/Allottee along with other Apartment Purchaser/Allottee(s) of Apartment 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 the

registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Apartment Purchaser/Allottee, so as to enable the Promoter to register the common organization of Apartment Purchaser/Allottee. No objection shall be taken by the Apartment Purchaser/Allottee if any; changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

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

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

9.3 Within 15 days after notice in writing is given by the Promoter to the Apartment Purchaser/Allottee that the Apartment is ready for use and occupation, the Apartment Purchaser/Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Apartment Purchaser/Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Apartment Purchaser/Allottee further agrees that till the Apartment Purchaser/ Allottee's share is so determined the Apartment Purchaser/Allottee shall pay to the Promoter provisional yearly contribution of **Rs. 24,000/- (Rupees twenty four Thousand Only)** per year towards the outgoings. The

amounts so paid by the Apartment Purchaser/ Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in the Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Apartment Purchaser/Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, for share money, application entrance fee, society formation and registration of the society. And in addition to this Electric Meter, Water Connection, other utility and services connection charges.

And in addition to above Rs. 24,000/- for Deposit towards provisional 1 year contribution towards outgoings of Society or Limited Company/Federation/Apex body.

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

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

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

The Promoter hereby represents and warrants to the Apartment Purchaser /Allottee as follows :-

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

the Apartment Purchaser/ Allottee in the manner contemplated in this Agreement;

- ix. At the time of execution of the conveyance deed of the structure to the association of Apartment Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Purchaser/Allottees;
 - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Apartment Purchaser/Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Apartment at the Apartment Purchaser/Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common

passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Apartment Purchaser/Allottee in this behalf, the Apartment Purchaser/Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Apartment Purchaser/Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Apartment Purchaser/Allottee committing any act in contravention of the above provisions, the Apartment Purchaser/Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in

the compound or any portion of the project land and the building in which the Apartment is situated.

- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii To bear and pay increase in local taxes, Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/ or Government and/or other public authority, on account of change of user of the Apartment by the Apartment Purchaser/Allottee for any purposes other than for purpose for which it is sold.
- ix. The Apartment Purchaser/Allottee shall not let, sub-let, transfer assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Apartment Purchaser/Allottee to the Promoter under this Agreement are fully paid up.
- x. The Apartment Purchaser/Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for time being of the concerned local authority and of Government and other public bodies. The Apartment Purchaser/Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Apartment Purchaser/Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

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

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

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

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :

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

18. BINDING EFFECT :

Forwarding this Agreement to the Apartment Purchaser/Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Apartment Purchaser/Allottee until, firstly, the Apartment Purchaser/ Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the

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

19. ENTIRE AGREEMENT :

This Agreement, along with its schedules and annexure, 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, 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 APARTMENT PURCHASER / ALLOTTEE / SUBSEQUENT APARTMENT PURCHASER / ALLOTTEES :

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Apartment Purchaser/Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment 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 Apartment Purchaser/ Allottee has to make any payment, in common with other Apartment Purchaser/Allottee(s) in Project, the same shall be the proportion to the carpet area of the Apartment to the total carpet area of the entire Apartment 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.

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 Apartment Purchaser/Allottee, in after the Agreement is duly executed by the Apartment Purchaser/Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar Haveli. Hence this Agreement shall be deemed to have been executed at Ravet.

26. The Apartment Purchaser/Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the

time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

AGE : ---- YEARS, OCCUPATION: -----
ADDRESS: -----

Notified Email ID :

M/S. KALIMATA PROPERTIES :
SHOP NO 18/19, N B ARCADE,
MAIN ROAD AKURDI, AKURDI PUNE – 411035

Notified Email ID : vtabuildcon@gmail.com

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

28. JOINT APARTMENT PURCHASER/ALLOTTEES :

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

29. STAMP DUTY AND REGISTRATION :

The charges towards stamp duty and Registration and advocate fees of this Agreement shall be borne by the Apartment Purchaser/Allottees.

30. DISPUTE RESOLUTION :

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

31. 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.

Schedule - I of the Land as Described Herein Above

ALL THAT PIECE AND PARCEL OF properties situated at Village Punawale, Tal. Haveli, Dist. Pune and within the jurisdiction of Sub-Registrar Haveli, District Pune and within the limits of Pimpri Chinchwad Municipal Corporation, Survey No. 37/2 admeasuring area 38 R and herein bounded as under -

On or Towards EAST : By S. No. 37/4 & 37/5
On or Towards WEST : By S. No. 37/1
On or Towards SOUTH : By S. No. 37/1
On or Towards NORTH : By S. No. 38/3 & 38/9

(owned by Mr. Rahul Balu Dhavale, Mr. Anil Balu Dhavale, Mr. Dada Balu Dhavale, and Mrs. Manisha Balu Dhavale and development rights to M/s. Shri Sai Landmark)

B) ALL THAT PIECE AND PARCEL OF properties situated at Village Punawale, Tal. Haveli, Dist. Pune and within the jurisdiction of Sub-Registrar Haveli, District Pune and within the limits of Pimpri Chinchwad Municipal Corporation, Survey No. 38/3 admeasuring area 25 R and herein bounded as under -

On or Towards EAST : By S. No. 38/9
On or Towards WEST : By S. No. 38/2
On or Towards SOUTH : By S. No. 37/2, 37/1 & 38/4
On or Towards NORTH : By S. No. 38/2

(owned by Mr. Rahul Balu Dhavale, Mr. Anil Balu Dhavale, Mr. Dada Balu Dhavale, Mrs. Sulbha Balu Dhavale and Mrs. Manisha Balu Dhavale and development rights to M/s. Shri Sai Landmark)

C) ALL THAT PIECE AND PARCEL OF properties situated at Village Punawale, Tal. Haveli, Dist. Pune and within the jurisdiction of Sub-Registrar

Haveli, District Pune and within the limits of Pimpri Chinchwad Municipal Corporation, area **admeasuring area 7R out of Survey No. 38/4** and herein bounded as under :-

On or Towards EAST : By S. No. 37/1
On or Towards WEST : By Punawale-Jambe D.P. Road
On or Towards SOUTH : By property of Rohidas Dinkar Walhekar & others of S. No. 38/4 for 12 Mtrs Road 111.40 Mtrs. x South-North 5.68 Mtrs. area out of area 64 R & common for Mr. Dada Balu Dhavle
On or Towards NORTH : By S. No. 38/2 & 38/3

(Owned by Mr. Dada Balu Dhavale and development rights to M/s. Shri Sai Landmark)

SCHEDULE II

COMMON AREAS AND FACILITIES

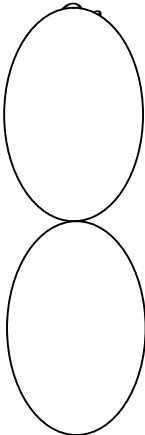
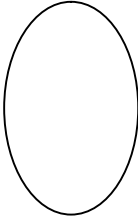
(a) COMMON AREAS

1. The land under the buildings.
2. The footings, RCC structures and main walls of the buildings.
3. Staircase, columns and lift as with lift room in the building/s.
4. Common sewage/Drainage, Water, Electrical Lines, Power Backup.
5. Common ground water storage tank and overhead tank.
6. Electrical meters, wiring connected to common lights, lifts, pumps.

(b) LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two tenements/flats/units shall be limited common property of the said two tenements/flats/units.
2. The parking areas under stilts/ marginal open spaces/basements and portions thereof may be allotted for exclusive use of the specific tenements/flats/units by the Promoter as per his discretion or retained by it.
3. Other exclusive and limited common area and facilities as mentioned in the agreement.
4. All areas which are not covered under aforesaid head common areas and facilities are restricted areas and facilities.
5. Land around building and open areas.
6. Terrace on the top of Building including the self contained lift room

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH AND THE YEARS HEREIN ABOVE WRITTEN.

<u>PHOTO</u>	<u>Left Hand Thumb Impressi</u> 	SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PROMOTER M/S. Shree Sai Landmark Through Its Authorized Partners & Power of Attorney holder of consenting party :- Sign MR VINOD TUKARAM ADASKAR AND VITHADAS KANTILAL PATEL
<u>PHOTO</u>		SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PURCHASERS Sign -----

<u>WITNESS NO. 01;</u>	<u>WITNESS NO. 02;</u>
Sign _____	Sign _____
Mr. _____	Mr. _____
R/at: _____	R/at: _____
_____	_____

SCHEDULE - A

DESCRIPTION OF THE [APARTMENT/FLAT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

PROJECT NAME	SHANTAI’s LAXMI CORNER
Shop/Flat Number	
Floor	
Area (Carpet area Including Balconey)	33.44 Sq. Mtrs.

OTHERS

[EX GRATIA: AREA ALLOTTED FOR EXCLUSIVE USE]

Exclusive Right to use Enclosed Balcony : (adjacent)	-----
Exclusive Right to use Terrace : (adjacent)	-----
Parking	-----

Constructed on the lands bearing mentioned herein above and bounded as under:

- On or towards East -
- On or towards West -
- On or towards North -
- On or towards South -

SCHEDULE - B

FLOOR PLAN OF THE APARTMENT

ANNEXURE - A

That on the basis of search taken in above Sub-Registrar office only, Haveli, documents produced before me relying on affidavit and information given to me by the applicants – Mr. Vinod Tukaram Adaskar Partner of M/s Kalimata Properties and Upon the aforesaid fore goings and findings based on the scrutiny of documents (Originals and/or photo copies) giving for my perusal and having regard to legal considerations which I deem relevant, I opined that M/s. Kalimata Properties through its Partner Mr. Vinod Tukaram Adaskar is owner of the said property admeasuring 477.20 R out of City Survey No. 4405, 4405/1 to 10 being and lying at Village Akurdi, Taluka – Haveli, District – Pune and he is having right to develop the said property and construct building as per sanction plan on the said property and I certify that M/s. Kalimata Property through its Partner Mr. Vinod Tukaram Adaskar is having clean, clear and marketable title to the said property and the property is free from all encumbrances and reasonable doubts.

Thanking You
Yours Faithfully

Sd/-
Adv. Sunil D Aware
Pune.

ANNEXURE - B

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

ANNEXURE - C 1

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

ANNEXURE - C 2

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the

buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

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

ANNEXURE - E

(Specification and amenities for the Apartment)

ANNEXURE -F

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

SPECIFICATIONS

Structure :

- Earthquake resistant RCC Structure
- POP Finish for walls in entire flat
- Supreme Quality wall finish with water based emulsion paint.

Flooring :

- Vitrified Flooring 600 x 600 mm.
- Anti Skid Tiles Toilet & Terrance

Electrification :

- Concealed copper wiring with circuit breakers
- Adequate Electrical points along with premium modular Switches.
- Cable, Telephone Points in living and bedroom.
- AC Point provision in bedroom.
- Inverter provision to each flat.

Doors/Windows:

- Designer doors
- Powder Coated aluminum sliding windows with mosquito mesh
- MS Grill to Windows.

Kitchen :

- Granite Kitchen Platform with Stainless steel sink.

- Designer Tiles above kitchen platform up to lintel level
- Water Purifier Provision.
- Provision for Exhaust fan for kitchen.
- Dry Balcony with point for washing machine.

AMENITIES

- Exquisite landscaped area.
- Decorative entrance lobby.
- Street lights to common Area.
- Automatic Elevators.
- Power back up for lift and common areas.
- Fire Fighting System.
- Concrete / Pavel internal roads.
- Solar Water Heater
- CCTV Camera Security System