

b.

AGREEMENT TO SELL

THIS AGREEMENT TO SELL IS MADE AND EXECUTED AT PUNE ON THIS _____ IN THE YEAR 2018.

BETWEEN

**M/S. GOLECHHA WAKADKAR VENTURES
A JOINT VENTURE CONSTITUTED BY**

Joint Venture Agreement dated 05/11/2012

Registered in the office of Haveli No. 21

At serial No. 660/2012.

PAN:- AABAG8491M

Through its Authorized Partner

MR. PRASHANT RAMNATH GOLECHA

Age – 35 years, Occupation – Business

PAN No.:- AHCPG1409N

R/at: Model Colony, Pune 411016.

HEREINAFTER referred to as "**THE PROMOTER**"

(Which expression shall unless it be repugnant to the context or meaning thereof mean and include its present and future constituent and its successors in title executors, administrators and assignees)

.. .. PARTY OF THE FIRST PART

A N D

1) _____

Age:- ____Years, Occupation – _____

PAN:- _____

R/at :

HEREINAFTER referred to as "**THE PURCHASERS/ALLOTEE**"

b.

(Which expression shall unless it be repugnant to the context or meaning thereof, mean and include his/her/their heirs, executors, administrators and assignees etc.)

.. .. PARTY OF THE SECOND PART

AND

1. SHRI. EKNATH NAMDEO WAKADKAR

Age – 71 years, Occupation - Agriculture

2. SAU. NEERA @ MEERA EKNATH WAKADKAR

Age – 67 years, Occupation - Housewife,

3. SHRI. SANJAY EKNATH WAKADKAR

Age – 41 years, Occupation - Agriculture

4. SAU. PORNIMA SANJAY WAKADKAR

Age – 37 years, Occupation - Housewife,

5. HARSHAL SANJAY WAKADKAR

Age – 15 years, Occupation - Education

6. MANDAR SANJAY WAKADKAR

Age – 11 years, Occupation - Education

No. 5 and 6 are Minor Through their
Natural guardian father No.7

7. SHRI. SANJAY EKNATH WAKADKAR

Age – 43 years, Occupation - Agriculture

8. SHRI. PRASHANT EKNATH WAKADKAR

Age – 37 years, Occupation - Business

9. SAU. VANDANA PRASHANT WAKADKAR

Age – 33 years, Occupation - Housewife,

10. KUM. PRANALI PRASHANT WAKADKAR

Age – 10 years, Occupation - Education

No. 10 is Minor through her
Natural guardian father No.8

b.

All R/at: At. Post. Wakadkarvasti, Waked,
Taluka: Mulshi Dist. Pune.

All Through their Power of Attorney
MR. PRASHANT RAMNATH GOLECHA

Age – 35 years, Occupation – Business

PAN NO. AHCPG1409N

R/at: Model Colony, Pune 411016.

HEREINAFTER referred to as “**CONSENTING PARTY**”

(Which expression shall unless it be repugnant to the context or meaning thereof, mean and include their heirs, executors, administrators and i.e. assignees etc.)

.. .. PARTY OF THE THIRD PART

WHEREAS:

- A. All that piece and parcel of the property admeasuring about 00 H. 63.75 R. out of the land bearing S. No. 108 Hissa No. 3/1/A of village Wakad, Tal : Mulshi, Dist : Pune and also situated within the limits of Pimpri Chinchwad Municipal Corporation (Herein after referred to as “**Said Property**”) was originally belonged Consenting parties herein.
- B. By Joint Venture Agreement dtd. 05/11/2012 which is registered in the office of Sub-registrar Haveli No. 21 at serial No. 660/2012, the consenting parties and Mr. Prashant Ramnath Golecha and Neha Prashant Golecha (Hereinafter after collectively referred to as the “the Developer”) jointly decided to develop the area of 00 H. 70 R out of S. No. 108 Hissa No. 3/1/A in the name of Joint Venture which is Promoter herein.
- C. However, after demarcation of the said property, the area 00 H. 63.75 R i.e. Said property is available for the development and hence Supplementary Agreement dtd. 10/09/2013, was executed between the consenting parties

b.

herein and the said developer which is registered in the office of Sub- Registrar Haveli No. 22 at serial No. 4578/2013.

- D. The Consenting parties also have executed General Power of Attorney dtd. 10/09/2013, registered in the office of Sub-registrar Haveli No. 22 at serial No. 4577/2013 and by which the consenting party herein have granted necessary rights and authorities in the name of developer.
- E. However, as per mutual discussions between the Consenting Party and the said Promoter, manner of consideration payable to the consenting Party towards the entrustment of development rights has been got revised/modified. Hence, the Consenting Party and the said Promoter has reduced the same into writing by executing supplementary deed on 30/03/2016. The said supplementary deed is registered in the office of sub-registrar Haveli No. 22 at serial No 5014/2016 on the same date.
- F. In the meantime, the Promoter as a Power of Attorney holder of the Owner, has executed Taba Pavti in favor of Pimpri-Chinchwad Municipal Corporation through Deputy Director Town Planning through Assistant Engineer on 29/12/2015 by which the possession of an area admeasuring 720 Sq.Mtrs. of road widening is delivered. The said Taba Pavti is registered in the office of Sub-Registrar, Haveli No.5 at Sr.No.10743/2015 and accordingly, the name of Pimpri-Chinchwad Municipal Corporation is recorded to the 7/12 Extract for the said area by Mutation Entry No.15233.
- G. By further Deed of Development dated 21/03/2018, which is registered in the office of Sub-Registrar, Haveli No.21 at Sr.No.4577/2018 , Eknath Namdeo Wakadkar entrusted right to avail and utilize the TDR out of the area

b.

admeasuring 10.5775 Ares out of Survey No.108, Hissa No.3/1/A and an area admeasuring 00 Hector 5.85 Ares out of Survey No.106/5 to Prashant Ramnath Golecha and Mrs. Neha Prashant Golecha authorizing them to use and utilize the same on the said property described in Schedule II for the construction of Building C.

- H. Accordingly, Pimpri Chinchwad Municipal Corporation issued DRC nos. 2823, 2825 & 2826 in the name of Eknath Namdeo Wakadkar and promoter for the construction of building C for the area admeasuring Sq. Mtrs. out of the said DRC and Pimpri Chinchwad Municipal Corporation has sanctioned the building plan vide commencement certificate vide Revised Commencement Certificate No.BP/Layout/Wakad/146/2018 dated 24/08/2018.
- I. Thus, by virtue of above referred various deeds and documents, the Promoter herein has acquired exclusive right of development of the said property i.e. All that piece and parcel of the property admeasuring about 00 H. 63.75R out of the land bearing S. No. 108 Hissa No. 3/1/A of village Wakad, Tal : Mulshi, Dist : Pune and also situated within the limits of Pimpri Chinchwad Municipal Corporation (Herein after referred and called as “**Said Property**” and same is more particularly described in “**Schedule-I**” written herein below).
- J. The Promoters have decided to develop the said property and proposed to construct a multi-storied building/s (hereinafter referred to as the **Said Building**) on the said property consisting of residential flat(s) with intention to the sale on ownership basis.
- K. Though Promoter is entitled to develop 63.75 Ares the plan for sanction was submitted for entire land admeasuring 7936.92 Sq.Mtrs. which includes the area owned by the

b.

Owners and accordingly, Pimpri Chinchwad Municipal Corporation and the same have been sanctioned by Pimpri Chinchwad Municipal Corporation vide a Commencement Certificate No. BP/Wakad/147/2013 dated 27/11/2013 and the same was revised vide Commencement Certificate No. BP/Wakad/55/2017 dated 12/04/2017 and further revised by PCMC vide further revised Commencement Certificate No. BP/Wakad/125/2017 dated 26/07/2017 and the same is further revised by PCMC vide Revised Commencement Certificate No. BP/Layout/Wakad/146/2018 dated 24/08/2018.

- L. Hon'ble Additional Collector Pune by its Order No. PMA/NA/SR/532/2013 dtd. 08/03/2014 granted permission to use the said property for Non-Agricultural Purpose.
- M. As per the above referred sanction plan and revised sanction plan, construction of 4 buildings / wings were sanctioned out of which one is commercial and other 3 buildings / wings are for residential. The residential buildings are named as A, B and C. That the Promoter is developing the said property in phase wise manner, by carrying out Phase-I consisting of construction work of building A & B and Phase-II consisting of development of Building-C. The Promoter has rights of development only of Building A, B, C and Building D is a commercial building which will be developed by Owners.
- N. As per above referred sanction plan and revised sanction plan, Building A & B consists of Ground Parking + 12 Floors and Building C at present sanction for Basement, ground & stilt parking + 13 floors.
- O. As per the above referred sanction plan 12 Meter internal wide road is available for the approach to all the buildings including commercial building of the sanctioned plans.

b.

- P. That the Promoter has constructed buildings A & B on property i.e. landed area admeasuring Approximately proportionate undivided share of 57% i.e. 3222.21 Sq.Mtrs. (excluding the open space area of said entire project admeasuring 721.70 Sq.Mtrs.) and Promoter is constructing C Building on the landed balance area admeasuring approximately undivided share of 43% i.e. _____ Sq.Mtrs. which is more particularly described in the Schedule II.
- Q. The Promoter has completed the construction of buildings A & B as per sanctioned plan and Pimpri Chinchwad Municipal Corporation has also issued Part Completion Certificate vide Certificate No.410/2017 dated 26/07/2017 and now has commenced the construction of building C.
- R. The Promoter has registered the said Project under the provision of the said ACT with the Real Estate Regulatory Authority on _____ bearing Registration No._____; the authenticated copy of the same is annexed hereto and marked as Annexure_____.
- S. That, the Promoter has submitted building A & B and proportionate land to **ETHOS-I APARTMENT CONDOMINIUM** as per the provisions of Maharashtra Apartment Ownership Act, 1971 and accordingly the Promoters and Owners have executed Deed of Declaration of Association of Apartment Condominium dated 01/09/2017 and have registered the same in the office of the Sub-Registrar, Haveli No. 21 Pune at Sr. No. 11477/2017; That the Correction deed dated 09/09/2017 registered in the office of Sub-registrar Haveli No. 21 at Sr. No. 11808/2017 has been executed and registered by the promoter so as to correct/rectify the voting individual proportionate share in respect of the Apartment No. A – 204 and A – 604.

b.

- T. The Purchaser is desirous of acquiring flat in Building C of the said project and hence approached the Developer.
- U. After getting fully satisfied about the marketable title and right and authority of Promoters herein, the Allottee had applied for an apartment in the Project vide allotment no. **Ethos/C/**_____ dated _____ and has been allotted residential Apartment **No.** _____ having carpet area of Flat _____ **Square Meter (_____Square feet)** i.e. together with enclosed balcony _____ Sq.Mtrs. (_____ Sq.Ft.) and Open balcony having carpet area _____ **Square Meter (_____Square Feet)** i.e. and attached terrace having carpet area _____ **Square Meter (_____ Square Feet)** i.e., situated on _____ floor in ‘C’ wing in project ‘**ETHOS**’, which is situated in said project and constructed on said land, as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (Which is hereinafter collectively called and referred to as **Said Apartment** and is more particularly described in **Schedule – III** herein under) and is marked in BLUE Ink in the plan annexed herewith as **Annexure-D** and on the application of the allottee, the Promoter has agreed to allot the said Apartment.
- V. In accordance with the terms and conditions set out in this Agreement and which are mutually agreed upon by and between the Parties the Allottee hereby agrees to purchase and the Promoters agreed to sale Said Apartment to the Allottee for an agreed consideration of **Rs.** _____/- **(Rupees _____ Only)**
- W. As per the provisions of the said Act, the Promoter is required to execute written Agreement of Sale of the said Apartment with the allottee and to register the said Agreement, hence this presents.

b.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

1. DESCRIPTION OF BUILDING C

The Promoters shall construct the building C, Basement, ground & stilt parking + 13 floors of the said project **“ETHOS”** on the said property which is more particularly described in the **Schedule II** hereunder in accordance with the plans, designs, specifications approved by PCMC and which have been shown and approved by the Allottee with only such variations and modifications as the Promoters may consider expedient or as may be required by PCMC from time to time or due to change in the Law and the Allottee has / have expressly granted the consent to the same and have agreed and undertaken not to raise any objection in this behalf as long as such changes does not adversely affect the apartment agreed to be sold to the Allottee.

2. PARTICULARS OF APARTMENT

The Promoters hereby agrees to sale to the Allottee and the Allottee hereby agrees to purchase from the Promoters, a residential Apartment **No.** _____ having carpet area of Flat _____ **Square Meter (_____ Square feet)** i.e. together with enclosed balcony _____ Sq.Mtrs. (_____ Sq.Ft.) and Open balcony having carpet area _____ **Square Meter (_____ Square Feet)** i.e. and attached terrace having carpet area _____ **Square Meter (_____ Square Feet)** i.e., situated on _____ floor in ‘**C**’ wing in project ‘**ETHOS**’, which Apartment is described in the **Schedule III** and shown by BLUE color boundary line in building/s plans as described in **Annexure** ___, (The nature, extent and description of the common areas and facilities appurtenant to the said Apartment which are

b.

particularly described in the **Schedule IV** hereunder written).

3. DISCLOSURE REGARDING ENCLOSED BALCONY

The Developer has disclosed and made the Allottee/s well aware that, as per sanction building plan the balconies are shown in the Said Flat but for convenient usefulness of the Said Flat the balconies has to be enclosed and get amalgamated into attached room as the case may be and which is permitted under development control Rules of the Development Controlling Authority applicable to the Said Project and for that required premium has been paid by the Developer.

4. PAYMENT SCHEDULE

The Purchaser has paid and agreed to pay the amount of consideration of **Rs. _____/- (In Rupees _____ only)** payable for the said flat in following manner.

PURCHASERS HAVE PAID THE FOLLOWING AMOUNT TO THE PROMOTER OUT OF THE SAID AMOUNT CONSIDERATION IN FOLLOWING MANNER TO THE BANK

A/C Name: Golechha Wakadkar Ventures Ethos Escrow

Corporation Bank, Deccan Gymkhana, Pune

A/C No. 510331001325448

Sr. No.	Date	Cheque No.	Bank	Amount (In Rs.)
1				
Total				

PURCHASERS HAVE AGREED TO PAY REMAINING AMOUNT OF CONSIDERATION TO THE PROMOTER IN FOLLOWING MANNER

b.

Sr. No.	At the time of	%	Amount (In Rs.)
1	On or before execution of Agreement as advanced payment or application fees	5%	
2	Immediate after registration of Agreement	5%	
3	On completion of 9 th slab	30%	
4	On completion of 12 th slab	10%	
5	On completion of Final	10%	
6	Brick, internal plaster & POP	10%	
7	Flooring	10%	
8	Doors & Windows	10%	
9	Paintings & Fittings	7%	
10	Possession	3%	
Total			

- A. The Promoters hereby admit and acknowledge the payment made by the Allottee till date, as stated herein above, subject to realization of cheque/s and a separate payment receipt towards received amount is issued to the Allottee.
- B. It is made clear and agreed by and between the parties hereto that, the Promoter shall not be bound to follow the chronological order of any of the above said stages / installments and that the Promoter shall be completely at liberty to choose the chronology of the respective stages of the construction. The Promoter is entitled to merge or consolidate two or more

b.

installments in their discretion by simultaneously executing the contemplated work in the said installment;

C. The Developer shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% as permissible in RERA. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within 45 days with annual interest at the rate specified in the Rules framed under RERA from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Developer shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

D. The Allottee authorizes the Promoter to adjust / appropriate all the payments made by the Allottee under any heads of dues against lawful outstanding if any in the name of Allottee as the Promoter may in its sole discretion deemed fit and Allottee undertakes not to object demand the Promoter about such adjustment.

E. The Allottee shall make the payment of each installment to the Promoter within 7 days from the date of demand / intimation made by the Promoter of completion of that stage by letter / E-mail or any other mode of communication.

b.

F. The Allottee/s shall make payment of all installments' towards the agreed consideration amount to the Promoter by Demand Draft or by local Cheques in the name of the Promoter herein. If the Allottee/s makes payment of any of such installments by way of Out-station Cheques, then in such event, the date of payment of the amount represented by such Cheques shall be the date when such amount is credited in the account of the Promoter after deducting therefrom the amount of commission charged for clearance of any such Cheques by the Bank to the Promoter;

5. PAYMENT OF GST ETC.

The above mentioned amount of consideration is excluding GST and any such other taxes which may be levied upon business of carrying out construction activity, project development and towards the sale of the said Apartment. The Allottee hereby agrees to make payments of such taxes to the Promoter/s as and when demanded within period of 7 days from the date of demand, failing which the Allottee shall be liable to the interest and penalties as levied by such authority.

In case any additional liability of the taxes arose due to any judgment of court of law or amendment to the enactment or amendment of any other Central or State for this transaction i.e. for the sale of the said Apartment and execution of this Agreement, the same shall be payable by the Allottee, immediately on demand made at any time without rendering the Promoter liable in this behalf in any manner whatsoever.

It is made clear that the benefit accrued by the Promoter due to implementation of the Goods and Service Tax Act, 2017 has been passed on by the Promoter by way of commensurate reduction to and in favor of Allottee/s

b.

herein and the same has been adjusted in the aforesaid consideration, the Allottee/s hereby agrees and accepts the same and further the Allottee/s hereby agrees not to raise any dispute/claim with respect to the same under the provisions of the said Act and rules made there under.

6. DELAY IN PAYMENT

The payment of each installment and all the amounts payable under this Agreement in time shall be an essence of this Agreement.

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with monthly rests, on all the amounts which become due and payable by the Allottee to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the Allottee from time to time or on completion of the said project/apartment, and the Allottee has/ have agreed to pay the same as and when demanded before the possession of the said apartment. Delay in issuance of any demand, reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement.

7. LIEN AND CHARGES

The Promoters shall in respect of any amount remaining unpaid by the Allottee under the terms and conditions of this Agreement shall have first and permanent lien and

b.

charge on the said Apartment agreed to be purchased by the Allottee and the Allottee shall not sale, transfer or assign said Apartment or his/ her/ their interest therein or of the benefits of this Agreement and / or part with the same until they have obtained written permission of the Promoters till the final Deed of Conveyance is executed in terms of this Agreement.

8. TERMINATION OF AGREEMENT:-

- A. Without prejudice to the right of promoter to charge interest as above on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment reminders, the Promoter shall at his own option, may terminate this Agreement:
- B. Provided that, Promoter shall give notice of 15 days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and/or E-mail at the E-mail address mentioned in **Para ___** below, which is provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Agreement shall stands terminated without any further notice / correspondence.
- C. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee within a period of 90 days of the

b.

termination (subject to adjustment and recovery of administrative expenses of an amount of 5% of total consideration and/ or any other expenses if incurred by the promoter for such unit as requested by the allottee or any other amount which may be payable to Promoter,) excluding the amount of taxes such as Stamp duty, Registration fees, GST and other amounts paid to the concerned authorities, the installments of sale consideration of the Apartment, which may till then have been paid by the Allottee to the Promoter and the Promoter herein shall be entitled to deal with the said apartment with any prospective buyer.

D. For whatsoever reason if the Allottee herein, without any default or breach on his/her/their part, desire to terminate this agreement /transaction in respect of the said apartment then, the Allottee herein shall issue a prior written notice to the Promoter as to the intention of the Allottee and on such receipt of notice the Promoter herein shall be entitled to deal with the said apartment with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue 15 days notice in writing calling upon him to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee shall be entitled to receive the refund of consideration subject to deduction mentioned hereinabove within 90 days.

E. It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoter and Allottee herein terminated as stated above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee herein, in respect of the said apartment, shall stands automatically

b.

cancelled and either party have no right, title, interest or claim against each other except as provided herein.

9. AMENITIES AND SPECIFICATION

- A. The fixtures, fittings and amenities agreed to be provided by the Promoters in the said Apartment are those as are set out in the **Schedule IV** annexed hereto, however same are subject to change in case there is shortage of material in market and/or there are better options of manufacture and quality and reasonable price; and the Allottee does hereby agrees the same.
- B. Common amenities and facilities set out in **Schedule V** shall be for the common use of Apartment purchasers of building C and common amenities and facilities set out in **Schedule VI** shall be for common use, subject to the Rules and Regulations framed time to time, of Apartment purchasers of building A, B & C.
- C. The Promoter has already constructed Club House in the open space and all other amenities provided to building A & B and those are used and maintained by Apartment Condominium of Building A & B. However ground floor of the said Club House is used and maintained by the Promoter and the Promoter shall be entitled to use the same till completion and handing over of the entire project.

10. CONDITIONS IMPOSED BY LOCAL AUTHORITY

The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations, obligations if any, which may have been imposed by the concerned Local / Competent Authority at the time of sanction and/or revision of the plans or thereafter and shall, before handing over possession of the said

b.

Apartment to the Allottee, obtain from the concerned Local / Competent Authority Occupation and / or Completion Certificates in respect of the same. After the possession of the said Apartment is handed over or after getting the Completion Certificate of the building/s from concerned Local/Competent Authority if any work thereafter is required to be carried out by the Government or Municipality or any statutory authority, the Promoter shall be entitled to carry out of the same and the Allottee shall not object or obstruct the same.

11. DISCLOSER OF TITLE OF ALLOTTEE

The Promoters have made the full and true disclosure of the nature of title of the Said property and about the right and authority of the Promoters to develop the Said Property and to sell the tenements proposed to be constructed thereon on ownership basis. The Allottee has/have taken inspection of all relevant documents and has/have satisfied fully in respect of Promoters title to the Said property and the right and authority of the Promoters to develop the Said Property by constructing building/s thereon

12. POSSESSION

- A. The Promoters shall handover vacant and peaceful possession of the said Apartment to the Allottee on or before **31/12/2021**; after obtaining required completion certificate of the said Apartment from the concerned authority, provided that all amounts due and payable by the Allottee to the Promoters are firstly to be paid to the Promoters together with interest if any before taking possession of the said Apartment.
- B. The Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee and the Promoter of the said Apartment on the aforesaid date

b.

and the same shall not include the period of extension given by the Authority for registration.

C. PROVIDED FURTHER that the Promoters shall be entitled for reasonable extension of time for giving delivery of the said Apartment on the aforesaid date if the completion of the building/s in which the said Apartment is situated delayed on account of following grounds;

- i. War , Civil Commotion or Act of God
- ii. Any notice, order, rule, notification of the Government and/ or Public or Competent Authority and/or Court prohibiting to carry out construction.
- iii. Any other event beyond control of the Promoters
- iv. Changes in any rules or regulations, bye laws of various statutory bodies and authorities affecting the development and project or
- v. Delay in grant of any Completion Certificate / Part Completion Certificate / NOC / permission / license/ connection for installation of any services, such as lifts, electricity, sewage treatment plant, water treatment plant and water connections and meters to the project / Apartment / Road or Completion Certificate from Appropriate Authority or
- vi. Delay or default in payment of dues by the Allottee under these present (without prejudice to the right of the Promoters to terminate this Agreement under clause mentioned hereinabove),

b.

- vii. In case of any litigation been filed by any person affecting the construction and/or restrained/ stayed/ hold by order of any court,

In all the above stated events the period of possession will automatically stand extended, and the Allottee do hereby agrees the same and the Allottee shall not be entitled to claim any compensation for the same.

- D. It is agreed by and between the parties that under no circumstances possession of the said Apartment shall be given to the Allottee unless and until all the payments required to be made on the part of the Allottee/s has been made by the Allottee as per the 'Demand Letter' raised by promoter at each stage of construction as given in this agreement. Delay in every stage payment by allottee/s will result in delaying of the project completion date
- E. In the event it become impossible for the Promoter to implement the project due to above referred conditions then the allotment made and this Agreement shall stand terminated and the Promoter shall be refund the Allottee the entire amount without any interest received by the Promoter within 90 days thereafter and after refund of the money to the Allottee, the Allottee shall not have any right, claim against the Promoter and the Promoter shall be released and discharged from and liabilities under this Agreement.
- F. If the Promoters, for any reasons whatsoever, is unable or fails to give possession of the said Apartment to the Allottee on or before the said date specified in clause A hereof or before any extended date on account of grounds mentioned hereinabove Clause C or dates agreed by and between the parties hereto, the Allottee shall have the option of giving 30 days previous notice

b.

in writing to the Promoters, in this event the Promoters shall within 60 days from the receipt of said notice either remedy the delay, if any, on the part of the Promoters in this behalf or terminate the Agreement and refund the Allottee the amounts within 90 days, if any, which may have been received by the Promoters till then from the Allottee under this Agreement (Which excludes Government charges, GST if made applicable in the meanwhile, LBT, Stamp duty & Registration charges and any other government/ semi government/local Authority charges etc.) as per the provisions of the said Act and thereupon neither party shall have any other claim against the other in respect of the said Apartment or arising under this Agreement.

G. In the event of joint Allottees, unless communicated in writing by the Allottee, the Promoter shall be entitled to handover the possession to the _____ Allottee. However, in case of his death, other Allottee shall be entitled to possession of the said Apartment subject to compliance of all other conditions of this Agreement and payment of all the amounts payable under this Agreement.

H. It is hereby agreed by and between the parties that the Promoter shall give possession of the said Apartment to _____ in case of death of the Allottee/s before the possession of the said Apartment is handed over to the Allottee provided the said nominee is ready and willing to perform or performed the Allottee's remaining part of these presents. In such event the said nominee shall be treated as Allottee for all the purposes of these presents and notices served on the said nominee shall be treated as sufficient service on all legal heirs of the Allottee. The Promoter shall not be liable for any disputes amongst the legal heirs of the

b.

Allottee. In case the Allottee wants to change his nominee he may do so by informing in writing to the Promoter.

- I. After obtaining the Completion Certificate from the competent authority and after said Apartment is ready for the occupation and the payment made by the Allottee as per Agreement, Promoters shall issue written notice to the Allottee either by RPAD or through E-mail that the said Apartment is ready for the occupation, and the Allottee shall take possession of the said Apartment within 15 days after receiving of written notice from the Promoters which shall be sent on address given in this Agreement, after paying all the amount of consideration and other dues and amounts agreed to be paid under this Agreement. In case Allottee fails to take the possession within that period, the Allottee shall be liable to pay maintenance charges, taxes and all other outgoings relating to the said Apartment from the expiry of the 15 days, however, it does not preclude the Promoter to terminate the Agreement for nonpayment of the dues as well as failed to perform the obligations and conditions undertaken under this Agreement by the Allottee.

13. USE OF THE APARTMENT

- A. The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for the purpose of residence and shall use the parking space if allotted only for the purposes of keeping / parking his vehicle.
- B. The Allottee shall not carry on any illegal business/ profession in the said Apartment and carry on any such business/ profession which may be illegal /

b.

antisocial/ anti national etc., and which will cause nuisance to the neighboring Apartment Holders. It is understood that in the event of the Allottee carrying on any such illegal business/es in the said Apartment whether directly or indirectly through his agent or tenant, the Promoters shall be entitled to cancel this Agreement and have the Allottee evicted from the said Apartment.

- C. The terrace/garden space adjacent to premises, if any, shall belong exclusively to the respective Purchaser of the terrace/garden premises. The terrace of such terrace premises shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter or the said Association of Apartment.

14. USE OF PARKING SPACE

There is no sufficient covered parking space available for each flat, hence, for the purposes of convenience and avoidance of disputes, the Promoter may allot open parking spaces which are marked and allotted to allottees of the Apartment to whom covered parking space is not provided. The Allottees of the covered parking space as well as other Allottees shall not object the use of allotment of the open parking space by the respective Allottees to whom it has been allotted. However, the said allotment is subject to confirmation by the Association of Apartment and/or other ultimate body which will be formed. The Promoter shall not be responsible in case the Association of Apartment or any other body disturb such allotment of open parking spaces.

15. DEFECT LIABILITY

- A. Within statutory period if, the Purchasers brings to the notice of the Promoter any defect which is not arose due to wear and tear and because of not providing

b.

proper maintenance and due care by the Purchaser in the Apartment or the building in which the Apartment are situated or the manufacturing defect in the material used therein or any unauthorized change in the construction of the said building caused to certain fittings and fixtures on account of use of borewell water and which is certified by a Registered Government Engineer, then wherever possible such defects or unauthorized changes shall be rectified by the Promoter at his own costs and in case it is not possible to rectify such defects to unauthorized changes, then the Purchasers shall be entitled to receive from the Promoter reasonable compensation for such defect or change.

B. The Promoter will not be liable for the defect if the Purchaser carryout any alteration whatsoever in nature in the said apartment on the fittings therein., in particular it is hereby agreed that, the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

C. The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment by the Occupants caused on account of use of borewell water, bending of all types of tiles upto _____ mm. as per _____ standards, vagaries of nature etc. and caused on account of abnormal fluctuations in the temperatures, abnormal heavy

b.

rains, damages from natural calamity etc. Defect/s in fittings and fixtures are not included therein.

- D. Whereas defect liability is limited only to Structural Work, Waterproofing work, Brickwork and Plaster work and the same shall be rectified by the Promoter at its own cost. However the rectification cost in respect of cracks emerged, doors swellings due to Climatic Changes and variations in temperatures shall be borne by the Allottee/s herein. The Allottee/s shall not ask for any compensation in respect of expenses born by him/her/them regarding the cracks emerged due to Climatic Change and variations in temperatures.
- E. The services provided by the Promoter such as lift, pumps, C.P. Fittings, Hardware Fittings, Sliding Windows, French Door, Electrical Fittings, Garbage chutes, water pumps will have the guarantee and warranty as per the terms and conditions of the respective manufacturers/agencies which is/are providing such services to the Promoters. Also allottee/s shouldn't try to make any changes with all the amenities/specifications otherwise guarantee / warranty given by manufacturer may lapse.
- F. Whereas the Granite Stone fitted in Kitchen as kitchen Otta by the Promoters herein may have shade variation, also natural water mark cracks may get developed and the Promoter herein shall not be responsible for the same and as well as for Paint as it may fade in due course of time which happens due to weathering/ageing.
- G. Disclosure regarding manufacturer's warranty: The Promoter specifically discloses that, the manufacturers of certain appliances, equipments, standard fittings,

b.

machineries including generator set for backup, STP, electric pumps, waste management plants, lifts, security equipments if any, electronic equipments if any, Solar System, Gym equipments, Garbage Chute if any will have defect liability as per the warranty provided by the respective manufacturer/Supplier. The only warranty on those items is of the manufacturer's warranty and the Promoter is in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

H. That it shall be the responsibility of the Allottee's to maintain his unit in proper manner and take all due care needed including but not limiting to the joints in the tiles any Apartment are regularly field with white cement/epoxy to prevent water seepage;

16. FORMATION OF ORGANISATION OF APARTMENT & EXECUTION OF DEED OF APARTMENT

The Promoter shall submit the building C and the property described in Schedule II to the Association of Apartment within prescribed period by law and Allottee shall not be entitled to object the same and/or to claim formation of Co-operative society as undivided 57% portion of the property described in Schedule I along with proportionate share in the open space and building A & B are already submitted to the ETHOS 1 Apartment Condominium and majority of Deed of Apartment have been executed.

17. PAYMENT OF TAXES, CESSSES AND OUTGOINGS ETC.

After notice in writing is given by the Promoters to the Allottee that the said Apartment is ready for use and occupation, the Allottee from date of possession or expiry of 15 day of notice whichever is earlier, shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Apartment/decided by the

b.

Promoters) of all outgoings in respect of the said Apartment in the building/s and the said Property viz. Municipal taxes, other Local / Competent Authority and / or Government Water charges, insurance, common lights, repair and maintenance of elevators, generators / battery backup and salaries of clerks, bill collectors, malis, chowkidars, sweepers and all other expenses necessary and incidental to the management, if any, and maintenance of the said Property and the building/s thereon including upkeep of the common amenities, viz. internal roads, street Lights, Garden area, payment for the electricity bills for common areas, water pumps, lifts etc. The Purchaser shall be liable to pay electricity charges for the meter fixed to the said Apartment from the date of installation / connection of electricity meter to the said Apartment.

18. MAINTENANCE

Immediately after the execution of Deed of Declaration of the Apartment Condominium for the Building C, the Apartment purchasers till then of the said building C, within 15 days thereof, shall form the Committee for the maintenance of the building C and shall take over the management of common amenities and facilities provided to the building C as well as common amenities of the said project with consultation and co-operation with Association of Apartment of building A & B. The said committee also shall fix the maintenance charges payable for the maintenance of the said building as well as the common amenities of the said project and bear the proportionate charges of the common amenities of the entire project. The Promoter shall not be responsible for the maintenance of common amenities and facilities of the building C as well as of the entire project even on the ground the Apartment purchasers of building C failed to

b.

form the committee and take over the management. The Purchaser shall be liable to pay the maintenance charges as decided by the management committee of building C.

The Committee also shall appoint agency and bear the charges for annual maintenance of lift, generator and all other common amenities, facilities, open space, common areas within 30 days from the date of formation of the committee and the Promoter shall not be liable for defect liability on account of non-appointment maintenance agencies and non maintenance of such amenities and facilities.

19. COVENANTS AS TO USE OF THE SAID APARTMENT

The Allottee with intention to bind and all persons into whomsoever hands the said Apartment come and his assignees, successors – in – title doth hereby covenant with Promoters as follows:-

- A. To maintain the said Apartment at Allottee's cost in good and tenantable repair and condition from the date of possession of the said Apartment being taken by Allottee and shall not do or allow or suffer to be done anything in and / or to the staircase or any passage or compound wall of the building/s, internal roads, streets, lights, gardens, water mains, sewer lines, storm water drains and garden area etc. or any part of the building/s in which the said Apartment is situated which may be against the rules, regulations, or bye – laws of the concerned local or any other authority or change, alter or make addition in and/ or to the building/s in which the said Apartment is situated.
- 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

b.

structure of the building/s in which the said Apartment is situated or storing of goods which are objected by the concerned Local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passage or lift or any other structure of the building/s in which the said Apartment is situate including entrances of the building/s and in case of any damage caused to the building/s on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable to pay or make good the damage incurred or caused due to the default of the Allottee whatsoever.

C. To carry out the Allottee's own cost, all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which they were delivered by the Promoters to the Allottee and in tenantable repair and shall not do or allow or suffer to be done anything in the said Apartment or to the building in which the said Apartment is situate, or carry out the repairs and changes in the said Apartment which may be forbidden by the rules and regulations and bye – laws of the concerned Local Authority or other Public Authority which may endanger the premises above, sidewise or below the said Apartment. In the event of the Allottee committing any act in contravention of the above provisions the Allottee shall be responsible and liable for the consequences thereof to the concerned Local Authority and / or public authority.

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 premises or any part

b.

thereof nor any alteration in the elevation, and outside color scheme of building in which the said Apartment is situated shall keep the premises, sewers, drains , pipes in the said Apartment and appurtenances thereto in good and tenantable repairs and conditions so as to support, shelter and protect other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC part or any other changes in the basic structure of the said Apartment/ Building and in the common areas without prior written permission of the Promoters and / or Society or the limited company or the local authority as the case may be.

- E. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the building/s in which the said Apartment is situated or any part thereof 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 said Property and the building/s in which the said Apartment is situate.
- 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 Authorities on account of change of user of the said Apartment by the Allottee or otherwise, other than for residential purpose.

b.

- H. To observe and perform all the rules and regulations which Society may adopt at its inception and the additions, alterations, or amendments thereof that may be made from time to time for the protection and maintenance of the said building/s and the premises therein and for the observance and performance of the building rules and regulations and bye – laws for the time being of the concerned Local Authorities and Government and other Public bodies and to observe all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Apartment and Common premises in the building/s and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoing payable by the Allottee in accordance with the terms of the Agreement.
- I. Not to raise any objection in the matter of allotment of or sale of any other unit /premises etc. in the building in which the said premises is situated on the ground of nuisance, annoyance or inconvenience for any profession, trade or business, etc. that has been or will be permitted by law or by local authority in the concerned locality.

20. NOT TO TRANSFER, ASSIGN BY THE ALLOTTEE

The Allottee without the written permissions of the Promoters shall not let, sub let, transfer, assign or part with Allottee interest of benefit factor of this Agreement or of the said Apartment or part with the possession of the said Apartment or any part thereof until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up and only if the Allottee has not been guilty of breach or non observance of any of the terms and conditions of this Agreement until the Allottee has

b.

obtain specific permission in writing of the Promoters for the purpose.

The Purchaser or the persons to whom the said premises are let, sublet, transferred, assigned by the Purchaser or the person who is put in possession of the said premises by the Purchaser, shall from time to time sign and execute all necessary applications, documents, etc. and shall also do all acts, things and deeds as may be required by the Promoter for safeguarding interest of the Promoter and/or the Purchaser in the said building project.

21. RIGHT OF THE PROMOTER

Till the Deed of Conveyance of the said Apartment along with building/s in which the said Apartment is situated is executed, the Allottee shall permit the Promoters and his Surveyors and Agents with or without workmen and others in all reasonable times to enter into and upon the said Property and building/s or any part thereof to view and examine the state and conditions thereof or to repair and remove any disrepair.

22. DAMAGE TO THE SAID BUILDING DUE TO ACT OF GOD ETC.

It is expressly agreed between the parties hereto that, in case the said building collapse or any damage is caused to the said building, due to any Act of God, earthquake, floods or any natural calamity, Act of enemy, war or due to any cause which is beyond the control of the Promoters, the Promoters shall not be in any way liable to reconstruct the building or to carry out repairs. However, in case such event takes place after handing over of the possession of the said premises to all the purchasers and upon the receipt of entire agreed consideration from all the flat purchasers, in such event the rights, title and interest of the Promoters in the said property by virtue of this

b.

Agreement shall be deemed to have been transferred to the said Association of Apartment Condominium in the manner aforesaid.

23. AGREEMENT NOT TO CONSTRUED AS GRANT

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 or of the said Property and building/s or any part thereof. The Allottee shall have no claim save and except in respect of the particular said Apartment. The remaining portion of Property, open spaces, other unsold Apartments, Car Parking Spaces, Common Areas, un-utilized FSI, TDR, etc arising out of said Property etc shall be the Property of the Promoters.

24. AUTHORITY OF THE PROMOTER

The Allottees admits that either the Promoter and/or any of its representatives, agents, authorized persons, workers, etc, shall have every right to enter the said Property and/or said building/s being constructed thereon, and/ or any premises, common areas and facilities, including top terrace of said buildings, and supply material, store raw material, equipments, etc required for carrying out construction on any part of said building as stated herein above and also to store materials, keep their equipments, park their vehicles, machineries required for construction work in basement/ parking areas/common areas of said scheme till the entire project is completed and whereas the Allottee hereby state, declare and confirm that the Allottee shall not create any hindrances, obstructions, etc thereof nor file/raise any issues, dispute, grievances, complaints thereof.

The Promoters, subject to the rules and regulations for the time being in force in this behalf, shall be entitled to change the use of any portion of the said building/s for

b.

any other purposes at the absolute discretion of the Promoters but subject to the rights of the Allottee in respect of the said Apartment hereby agreed to be sold.

The Promoter is also authorized to;

- a. To store raw material and left material from the construction of the buildings, at common areas in said scheme for temporary period and also to park vehicles, equipments, erect temporary shades, scaffoldings, etc required thereof till 12 months from the date of completion of entire project.
- b. To install project signage on the terrace of building C and it shall not be changed, removed by the said purchaser or the Association of Apartment Condominium for any reason. The purchaser and Association of Apartment to provide required electricity and bear the maintenance of it forever.

25. RIGHTS OF UNSOLD APARTMENT

The Promoter shall have right to sale, allot, lease, leave and license, any of unsold Apartment even after execution of Deed of Declaration of Association of Apartment and execution of execution of individual Apartment Deed. The Promoter till the sale of last unsold apartment shall be entitled to enter in the said project as well as in the building and common amenities and use the same. The purchasers and/or Association of Apartment shall not object the same. In no case, the Association of Apartment or the Allottee shall be entitled to claim for transfer fees for admission of such Allottee as a member of the society

26. NOT TO CLAIM PARTITION

The Allottee shall not at any point of time entitled to claim partition of his/ her/ their interest in the said Apartment and / or in the said Property and it is hereby agreed and

b.

declared that the interest of the Allottee in the said Apartment and in the said Property and in the building/s thereon is undivided/non-separable.

27. FORBEARANCE NOT BE CONSTRUED AS WAIVER

Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of the Agreement or any forbearance or giving of time to the Allottee by the Promoters shall not be construed as a waiver or acquiescence on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee and shall not in any manner prejudice the rights of the Promoters.

28. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE AND SUBSEQUENT ALLOTTEES

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

29. REGISTRATION OF THIS AGREEMENT:-

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

30. PAYMENT OF STAMP DUTY & REGISTRATION FEE :

The Allottee herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in

b.

respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of Allottee or Association of Apartment as may be formed in which the Allottee will be the member.

31. WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

32. 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.

33. NOTICES

b.

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post addressed to Allottee

Purchaser

Name : _____

Address :

E-mail :

All notices to be served on the Allottee as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee by R.P.A.D/U.C.P. at the address in the title thereof and /or E-mail mentioned hereinabove.

Mobile No. _____ for communication.

The Promoter

Address : Ethos, Golechha-Wakadkar Ventures,
108/3/1A, Near Santosa Pearl, Wakad, Pune 411057
Wakad site office (Till completion of project)
E-mail : ethos@grco.co.in

Mobile : 7218600600

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

34. JOINT ALLOTTEES

That in case there are Joint Allottees, they shall be considered as joint and severable allottees for the purpose of these clauses in the agreement and all communications

b.

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

35. 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.

This Agreement shall always be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 and the Maharashtra Rules, 2017 made there under.

36. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

37. REGISTRATION OF THE AGREEMENT

The Allottee and/or the Promoters shall present this Agreement at proper registration office for registration within 4 months from the date of executing of this agreement as prescribed by the Registration Act and the parties hereto shall attend such office and admit execution thereof. The Allottee shall present this agreement within the time limit prescribed by the Registration Act and pay adequate stamp duty and registration charges and all other taxes and charges which are /shall be made applicable and the Promoters and Allottee shall attend such office and admit execution thereof on receiving

b.

intimation from the Allottee to that effect. The Promoters in any case will not be liable or responsible for non-payment of the requisite stamp duty and registration charges and other government charges which are applicable.

38. LOCATION AND STAMP DUTY

Location of the flat	S. No. 108 Wakad (Zone No. 11/10)
Market rate	Rs. 63,180/- per sq. mtrs. The flat is situated on _____ floor hence rate is calculated as Rs. _____ per sq. mtrs.
Area of the flat (Carpet)	Area of the flat _____ sq. mtrs inclusive of enclosed balcony and balcony
Value of the said area as per ready recknor	_____ Sq.Mtr. X Rs. _____ X 1.1 =
Area of the Terrace (Carpet)	_____ sq. mtrs
Value of the terrace as per ready recknor	_____ Sq.Mtr. X Rs. _____ X 0.4 =
Total value as per ready recknor	Rs. _____
Agreed Consideration	Rs. _____
Stamp Duty @6% including LBT	Rs _____
Registration Fee	Rs. 30,000/-

b.

Stamp Duty , Registration Fees and GST paid by Purchaser

Sr. No.	Particulars	Date	Cheque No.	Amount (In Rs.)	Bank
1	Stamp Duty @ 6 %				
2	Registration Fees				
3	GST against advance booking amount				
		Total			

SCHEDULE – I

DESCRIPTION OF THE SAID LAND

All that piece and parcel of the property admeasuring about 00 H. 63.75 R out of the land bearing S. No. 108 Hissa No. 3/1/A of village Wakad, Tal : Mulshi, Dist : Pune and also situated within the limits of Pimpri Chinchwad Municipal Corporation and same is bounded as under:

EAST : S. No. 108/3/1B and remaining portion of S. No. 109
WEST: S. No. 108/3/2
SOUTH : S. No. 109 and Akshara International School.
NORTH : S. No. 108/3/1A and D.P. Road.

SCHEDULE – II

DESCRIPTION OF THE SAID PROPERTY

All that piece and parcel of 43% area admeasuring about ____ Sq.Mtrs. out of the said land described in Schedule I above on the portion of which building C is being constructed.

b.

SCHEDULE – III
DESCRIPTION OF THE PREMISES

Apartment / Flat No.	:	_____
Floor	:	_____ Floor
Wing/Building	:	C
Carpet Area in sq. ft.	:	_____
Carpet Area in sq. mtrs	:	_____
Carpet Area of Enclosed Balcony in sq. ft.	:	
Carpet Area of Enclosed Balcony in sq. mtrs.	:	
Carpet Area of Balcony in sq. ft.	:	
Carpet Area of Balcony in sq. mtrs.	:	
Carpet Area of adjoining terrace in sq. ft.	:	
Carpet Area of adjoining terrace in sq. mtrs.	:	

SCHEDULE – IV
SPECIFICATION AND AMMENITIES IN THE “SAID FLAT”

Structural

Modern RCC Design with earthquake resistance building

Brick and Plaster

Light weight brick for external and internal building

Double coat external plaster

Kitchen

Granite kitchen platform

SS sink with single water tap

b.

Tiles and Wall Finish

Double glazed flooring for entire flat

Designer wall tiles for kitchen and bathrooms upto lintel level height.

Anti skid flooring in bathroom, terrace and dry balcony.

Gypsum/POP finish walls.

PLUMBING

Grohe or Similar range of premium C.P. fittings

Counter top ceramic wash basin in common area & wall fitted ceramic wash basin in master bathroom.

Hot and cold mixer for shower area

Designer sanitaryware

Doors

Wooden door with wooden frames for bedrooms and main entrance

Wooden door with granite frame for dry terrace and bathroom.

Main door with electric lock attached to video door phone and all other door with mortise lock.

French doors with double fold openings.

Windows

Powder coated aluminum sliding windows with mosquito net

Safety grills for windows

Terrace & Dry Balcony

Terrace railing in combination of S.S.+ Glass and BBW

Dry balcony railing in BBW

Electrical

Video door phone with intercom facility

Legrand made switches

Point Provision for split air-conditioners for bedrooms

Fire resistant cabling

b.

Each flat with ELCB (earth leakage circuit breaker) for electrical safety

Three phase power supply

Inverter back-up provision

TV/Cable points for living room, common bedroom & Master bedroom

Foot Lamp in bedrooms

Refrigerator and few more necessary electrical power points in kitchen

Exhaust fan provision in kitchen & bathrooms.

Kitchen dry balcony with provision for washing machine.

SCHEDULE – V

COMMON AMMENITIES AND FACILITIES OF BUILDING C

Stretcher & Automatic passenger elevators.

Generator backup for elevators and common area.

Common area CCTV surveillance with recording

Building side margins in trimix.

Ground floor parking in Paving blocks, Basement and stilt floor parking in concrete finish

PCMC compliant Fire-fighting equipment with fire refuge area

Partly open stilt area and Internal amenities.

SCHEDULE – VI

COMMON AMMENITIES & FACILITIES OF BUILDING A, B & C

PCMC Water Connection (on availability)

Bore-well

12 Meter internal road in trimix

Garden and Landscaping and trees

b.

- Children’s play area
- Mini stage attach to open lawn for functions and celebrations
- Club House and Fitness
- Rainwater harvesting
- STP plant
- Electricity Transformer
- Fire water pump
- Common Generator
- Security Gate

All the above amenities and other common amenities as available on site on the date of execution of Agreement, which are already in use and maintained by the Apartment purchasers of building A & B of the project Ethos.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED AND SEALED TODAY HERE AT PUNE ON THE DATE AND DAY MENTIONED ABOVE.

PROMOTER	PHOTOGRAPH	SIGNATURE / THUMB IMPRESSION
M/s. Golechha Wakadkar Ventures A joint venture constituted by through its authorized partner Mr. Prashant Ramnath Golecha		

b.

PURCHASERS	PHOTOGRAPH	SIGNATURE / THUMB IMPRESSION

CONSENTING PARTY	PHOTOGRAPH	SIGNATURE / THUMB IMPRESSION
Mr. Prashant Ramnath Golecha Power of Attorney of Consenting Party No. 1 to 10		

WITNESSESS	SIGNATURE
1) Name: Address :	
2) Name: Address :	