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PROJECT NAME : UJJWAL VASTU
PLACE : JAVHERI COLONY TALEGAON
DABHADE
CTS No. : 7436
Plot No. : 63
FLAT No. : 104, FIRST FLOOR
Lumpsum consideration : 17,74,100
RERA REG NO :

AGREEMENT

This Agreement made at Talegaon Dabhade, Taluka Maval
Dist Pune this. ..day of , in the year Two Thousand and
Nineteen

Between

M/S. VASTU DEVELOPERS AND PROMOTERS

A Partnership Firm, Registered as per the provisions of
Indian Partnership Act, 1932

Having its Registered Office at:

Shop No. 4, Savali Residency, Mascarenhas Colony No. II,
Talegaon Dabhade, 410506, Tal: Maval, Dist: Pune.

PAN CARD No: ASZPP5221F.

Through its Partners,

1. MRS. UJWALA NILESH BHOSALE,

Age: 28 years, Occupation: Business / Agriculturist,

2. MR. GAURAV VISHWAS BHEGADE,

Age: 28 years, Occupation: Business / Agriculturist,

hereinafter called as the “**DEVELOPER / PROMOTER**”, ...which
expression shall, unless repugnant to the context or meaning
thereof, mean and include its partners from time to time, its
assigns, executors, administrators and permitted assigns, ...of
the **ONE PART,**

AND

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

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

and

1) MR. VIJAY RAMCHANDRA BHAMBURE

Age: 61 years, Occ.: Retired ,
R/at: 974/B, Budhwar Peth, Talegaon Dabhade,
Tal Maval,Dist Pune 410 506.
PAN NO: ABCPB6950B

2) MISS. SHWETA VIJAY BHAMBURE ,

Age: years, Occ.: Study ,
R/at: 974/B, Budhwar Peth, Talegaon Dabhade,
Tal Maval,Dist Pune 410 506.
PAN NO:

**No. 1 and 2 represented through their duly appointed
Power of Attorney viz.**

M/S. VASTU DEVELOPERS AND PROMOTERS

A Partnership Firm, Registered as per the provisions of
Indian Partnership Act, 1932
Having its Registered Office at:
Shop No. 4, Savali Residency, Mascarenhas Colony No. II,
Talegaon Dabhade, 410506, Tal: Maval, Dist: Pune.
PAN CARD No: ASZPP5221F.

Through it's Partner's,

1. MRS. UJWALA NILESH BHOSALE,

Age: 28 years, Occupation: Business / Agriculturist,

2. MR. GAURAV VISHWAS BHEGADE,

Age: 28 years, Occupation: Business / Agriculturist,

...hereinafter called as the “**OWNER/CONFIRMING PARTY**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include his successors, executors, administrators ...of the **THIRD PART**,

W H E R E A S,

- a. all that piece and parcel of the Property bearing **Non Agriculture Plot no 63**, area admeasuring 473.80 sq. mt. as per 7/12 extract and 476.3 sq.mt. as per CTS extract, having CTS no. 7377, standing thereon in Rajland Colony (Javeri Colony) in Survey No. 390/1 (New) - Old Survey No. 643/1, situated at village Talegaon Dabhade, Tal – Maval , Dist-Pune 410 506 within the limits of Registration District of Maval and within the Talegaon Dabhade Municipal Council, more particularly described in the **Schedule.I**

AND WHEREAS said M/s. RAJ Land & Construction Co. through its partner's viz. Kumudbain Maganbhai Javeri and Rajendra Maganbhai Javeri for an agreed consideration decided to sell the subject plot no. 89 unto and in favour of Smt. Kalpana Anil Belwalkar (i.e. the deceased erstwhile owners of the subject plot). Pertaining to which said Kumudbain Maganbhai Javeri and RaJendra Maganbhai Javeri viz. partners of said M/s. RAJ Land & Construction Co. upon receipt of the part amount of entire agreed consideration, executed an simple unregistered Agreement to Sale viz. '**Sathekhat**' unto and in favour of the aforesaid Smt. Kalpana Anil Belwalkar (i.e. the deceased erstwhile owners of the subject plot) on 05/06/1980.

As such pursuant to execution of the said Agreement to Sale viz. 'Sathekhat' dtd. 05/06/1980, aforesaid Smt. Kalpana Anil Belwalkar (i.e. the deceased erstwhile owners of the subject plot) acquired Free and vacant Possession and title rights in respect of the subject plot; **That copy of the said Agreement to Sale is annexed herewith.**

AND WHEREAS, pursuant to obtaining of the aforesaid permission to sale / transfer in respect of the subject plot and as per the terms decided / agreed in the aforesaid Sale Deed dtd. 18/06/1987; the aforesaid erstwhile owners of the subject plot viz. and Rajendra Maganbhai Javeri for himself and as attorney for Kumudbain Maganbhai Javeri viz. partners of said M/s. RAJ Land & Construction Co.; had sold / transferred the subject plot no 63 unto and in favour of Smt. Mrs.Ujwala Basspa Belawadi by executing a Deed Of Sale dtd. 18/06/1987 which was also duly registered in the office of Sub registrar Vadgaon Maval at Serial no. 1876/1987.

As such by virtue of aforesaid Sale Deed dtd. 18/06/1987 and by virtue of mutation entry no. 10518 name of the said Mrs.Ujwala Basspa Belawadi was entered into the 7/12 extract and CTS Extract of the subject plot acquired sole and absolute ownership and possession in respect of the subject plot and thereafter remained in the peaceful ownership, and vacant physical possession and enjoyment of the same.

In this manner said Mrs.Ujwalab Basspab Belawadi by virtue of aforesaid Deed Of Sale dtd. 18/06/1987 had acquired sole and absolute ownership and possession in respect of the subject plot and thereafter remained in the peaceful ownership, and vacant physical possession and enjoyment of the same.

AND WHEREAS, Mrs.Ujwala Basappa Belawadi was expired on 26/8/2012 leaving behind her Mr. Vijay Ramchandra Bhambure and Mrs. Shweta Vijay Bhambure, i.e. said owners.

AND WHEREAS, after the death of Smt. Ujwala Basappa Belawadi the names of said Owners is recorded in the said plot as per Mutation Entry No.8783 and acquired sole and absolute ownership and possession in respect of the subject plot and thereafter remained in the peaceful ownership, and vacant physical possession and enjoyment of the same.

That copy of the said City Survey Mutation Entry is annexed herewith.

- b. thereafter, said Owner with the consent from the Consenting Party have entered in to and executed an Agreement of Development dated **22/06/2019** , which is registered in the office of the Registrar at Vadgaon Maval -2, at serial No. 6402/2019 (for short, said “Agreement”), in respect of the said Property with the Developer/Promoter herein, as per the terms and conditions mentioned in the said Agreement. Said Owner and said Consenting Party, have also executed Power of Attorney dated **22/06/2019**, which is registered in the office of the Registrar at Vadgaon Maval -2, at serial No. 6403/2019 (for short, said “POA”), in favour the Developer/Promoter herein,
- c. the said Property is in ‘residential zone’ as per the Final Regional Plan of Pune Region, under the provisions of the Maharashtra Regional and Town Planning Act, 1966,
- d. the Developer/Promoter accordingly, have plans to develop the said Property by using, utilizing and consuming the Floor Area Ratio/ Floor Space Index (“FAR/ FSI”) originating from the physical area thereof, so also availing of the additional such FAR/ FSI either by way of Transferable Development Rights (TDRs) and/or floating FAR/ FSI and/or otherwise,
- e. the Assistant Director of Town Planning, have approved and sanctioned the plans to the building layout and the plans for construction of the building on the said Property, *vide* commencement certificate as under

Commencement Certificate No.	Date
NNI/BP/KAVI/9/ /2019	14.12.2016

- f. the Collector of Pune, have passed under section 44 of the Maharashtra Property Revenue Code,1966 permitted non-agricultural use of the said Property for the purposes of residence.
- g. the Developer/Promoter accordingly, has commenced the development of the said Property and construction of the building comprising of independent blocks for residence, under the supervision of Architect Tanishqa Architect and Planers-Designers”, (CA NoCA/97/22035), registered with the Council of Architects, Architecture and Interior Design of the architects appointed by the Developer/Promoter for the project, building layout and the construction of the building on the said Property, and the structural engineer Matrix Engineers, appointed by the Promoter, which has drawn the drawings for structure of the building being constructed on the said Property,
- h. # Statutory compliances pertaining to the development of the said Property are as enumerated below:

RERA	No.-----, dated ----- under section 3(1) r/w section 5 of the Real Estate (Regulation and Development) Act,2016 (“ RERA ” hereinafter) r/w Rule 6 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (“ RULES ” hereinafter) with the Real Estate Regulating Authority, Maharashtra (“ MAHA RERA ” hereinafter), a copy whereof is appended hereto.
Separate Project Account	Presently at ,
Separate Project Maintenance Account	Presently at Presently at

The following professional consultants have been appointed by the Developer/Promoter for the ownership project on the said Property :

Architect	Name - Architect MR SANDEEP KHATPE - Designers”, (CA No.CA/97/22035), registered with the Council of Architects Address : 26/372,Lokmanya Nagar, Mayureshshree Societ, Pune 411030 registered with the Council of Architecture who has/ have dawn the plans for construction of the building on the said Property.
RCC/ Structural Engineer	Name Mr. Suhas V Jadhav , Members Institute of Engineers - M-147068-4 Pune Municipal Corporation Number - 300 Talegaon Municipal Corporation - TDMC/STR/ENG/ Address: Office “ Kush Lava”,Bungalow Plot No 18, Panini Society Santnagar Pune 9, who has/ have drawn the plans of structural design of the building on the said Property.
Chartered Accountant	Name CA PARAG LUNKAD CA Member No.112287 egistered with the Institute of Chartered Accountants of India under the Chartered Accountant Act, 1949.
Advocate	Name Adv Vashali Shinde - Advocate Address : Shantideep Complex Shop No D/86, Near Railway Station Op Union Bank Vadgaon Maval District Pune, Registered with the Maharashtra Bar Council under the Advocates Act,1961 who has issued title report pertaining to the said Property

the project on the said Property comprise of 1 (one) residential multi-storey building consisting residential uses, together with exclusive facilities as appurtenant thereto, balconies, attached terraces, covered stilt parking spaces, utilization of basic Floor Space Index (“FSI”) so also additional such FSI by way of payment of premium, transferable development rights (“TDR”) or

otherwise, specifications of development and construction of building and Apartments, broad time-line for progress and completion of the said ownership project (*subject to force majeure and circumstances beyond the control of the Developer/Promoter*) the particulars whereof, as proposed have been enumerated in ANNEXURE-1 given hereto,

The Developer/Promoter accordingly, commenced the development of the said Property and construction of building thereon,

- i. the Developer/Promoter gave inspection of all documents pertaining to development of the said Property to the Allottee/Purchaser, as specified under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**” hereinafter) r/w the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 as also the Maharashtra Ownership Flats Act, 1963 (“**MOFA**”) r/w the Rules framed there under, so also annexed herewith self authenticated copies thereof, as ANNEXURE-2,
- j. the Allottee/Purchaser/ agreed to purchase from the Developer/Promoter all that residential Apartment together with exclusive facilities as appurtenant thereto (*if so specifically mentioned*) of balconies, attached terraces, stilt parking spaces, if any, more particularly described in SCHEDULE-2 given hereto and as delineated in the floor map annexed herewith in accordance with the specifications given hereto (hereinafter referred to as the said “**APARTMENT**”) for the price and other payables as hereinafter mentioned,
- k. subject to otherwise agreed, reserved and provided herein, the parties hereto therefore, have executed this “Agreement to Sell”, witnessing the terms and conditions thereof, in compliance to section 4 of MOFA r/w section 19 of RERA, as under:

THEREFORE, THIS AGREEMENT TO SELL WITNESSETH:

1.
- The Developer/Promoter shall develop the said Property (described in SCHEDULE-1) and construct the building thereon, in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
2.
- (a) The Allottee/Purchaser hereby agrees to purchase from the Developer/ Promoter and the Developer/ Promoter hereby agrees to sell to the Allottee/ Purchaser the said Apartment (described in SCHEDULE-2) for the lump sum aggregate price of Rs.17,74,100/- (Rupees Seventeen Lakh Seventy Four Thousand and One Hundred RS ONLY) (*subject to Tax Deduction at Source (TDS) under section 194-IA of the Income Tax Act,1961, if so applicable*), partly paid and the balance payable as hereinafter mentioned.

Sr. No.	Amount (in Rupees)	Particulars
	3,00,000=00	Paid by Cheque bearing No.000001 Dated 03/09/2019 drawn on Andhra Bank, Nigadi, Pune Branch prior to execution of this Agreement by way of an advance, the receipt whereof, the Developer / Promoter herein doth hereby admit and acknowledge
2.	2,21,115=00	15% The time of Commencement of the Plinth
3	2,21,115=00	15% The time of Commencement of the first slab
4	2,21,115=00	15 % The time of Commencement of the Second Slab
5	2,21,115=00	15 % of the total price to be paid at the time of Commencement of the Third Slab
6	2,21,115=00	15 % The time of Commencement of the fourth Slab
7	1,47,410=00	10% The time of Commencement of the fifth Slab
8	1,47,410=00	10% The time of Commencement of the brick work & Plaster
9	73,705=00	5% The time of handing over possession
	Rs. 17,74,100/-	TOTAL CONSIDERATION

- (b)
- The said price excludes taxes consisting of tax paid or payable by the Developer/ Promoter by way of Value Added Tax, Service Tax, GST - Goods and Service Tax, CGST, SGST, all other Cess or any such statutory levy which may be levied, in connection with the

construction of and carrying out the Project payable by the Developer/ Promoter, up to the date of delivery of possession of the said Apartment by the Developer/ Promoter to the Allottee/ Purchaser.

- (c) The said price is also subject to escalation or increase due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority local bodies or government from time to time. The Developer/ Promoter undertakes and agrees that while raising a demand on the Allottee/ Purchaser for increase in development charges, cost, or levies imposed by such authorities, the Developer/ Promoter shall enclose the said notification/order/rule/regulation published/ issued in that behalf to that effect along with the demand letter to the Allottee/ Purchaser.
 - (d) The Developer/ Promoter shall confirm the final carpet area that has been allotted to the Allottee/ Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to tolerance of 3% (three percent).
 - (e) The Allottee/ Purchaser authorizes the Developer/ 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 Developer/ Promoter may in its sole discretion deem fit and the Allottee/ Purchaser undertakes not to object/ demand/ direct the Developer/ Promoter to adjust his payments in any manner.
- 3.
- (a) The Developer/ Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local

authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee/ Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.

- (b) Time is essence for the Developer/ Promoter as well as the Allottee/ Purchaser. The Developer/ Promoter shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee/ Purchaser and the common areas to the association of the allottees after receiving the occupancy/ completion certificate. Similarly, the Allottee/ Purchaser shall make timely payments of the installments and other dues payable by him/ her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer/ Promoter.

4.

- (a) The Developer/ Promoter hereby declare that, Floor Space Index available as on date in respect of the project land is 631.75 sq.mt. only and Developer/ Promoter has planned to utilize Floor Space Index of 1.2 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project.

- (b) The Developer/ Promoter has disclosed the Floor Space Index of 1.2 as proposed to be utilized by them on the project Property in the said Project and Allottee/ Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Developer/ Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer/ Promoter only.

5.

- (a) If the Developer/ Promoter fails to abide by the time schedule for completing the project and deliver possession of the said Apartment to the Allottee/ Purchaser, the Developer/ Promoter agrees to pay to the Allottee/ Purchaser, who does not intend to withdraw from the project, interest at the rate of 2 % above Highest Marginal Cost of Lending of the State Bank of India, per annum on all amounts paid by the Allottee/ Purchaser, for every month of delay, till delivery of possession of the said Apartment.
- (b) The Allottee/ Purchaser agrees to pay to the Developer/ Promoter, interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum on all delayed payments which become due and payable by the Allottee/ Purchaser to the Developer/ Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/ Purchaser to the Developer/ Promoter.
- (c) Without prejudice to the right of promoter to charge interest, on the Allottee/ Purchaser committing default in payment on due date of any amount due and payable by the Allottee/ Purchaser to the Developer/ Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing 2 (two) defaults of payment of installments, the Developer/ Promoter shall at his own option, may terminate this Agreement.
- (d) Provided that, the Developer/ Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/ Purchaser, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee/ Purchaser, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/ Purchaser fails to rectify the breach or breaches mentioned by the Developer/ Promoter within the period of notice then at the end

of such notice period, promoter shall be entitled to terminate this Agreement.

- (f) Provided further that upon termination of this Agreement to Sell as aforesaid, the Developer/ Promoter shall refund to the Allottee/ Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer/ Promoter) within a period of 30 (thirty) days of the termination, the installments of sale consideration of the said Apartment which may till then have been paid by the Allottee/ Purchaser to the Developer/ Promoter.

6.

- (a) The Developer/ Promoter shall deliver possession of the said Apartment to the Allottee/ Purchaser by December 2019. If the Developer/ Promoter fails or neglects to give possession of the said Apartment to the Allottee/ Purchaser by the aforesaid date then the Developer/ Promoter shall be liable on demand to refund to the Allottee/ Purchaser the amounts already received by him in respect of the said Apartment with interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum, from the date the Developer/ Promoter received the sum till the date the amounts and interest thereon is repaid.
- (b) The period of delay caused in completion of the construction of the said Apartment on account of
 - I. *force majeure*, civil commotion, war, strike, boycott, *bandh*, threat,
 - II. non-availability or scarcity of any building material or finishing articles or labour supply,
 - III. prohibitory orders from any court or authority or
 - IV. time taken for issuance of completion/ occupancy certificate by the concerned planning authority,
 - V. any other reasons beyond the control of the Developer/ Promoter,

shall not be included and shall be excluded from computation of the period of completion of the said Apartment and delivery of possession thereof to the Allottee/ Purchaser.

7.

(a) The Developer/ Promoter, upon obtaining the completion/ occupancy certificate from the concerned competent authority and the payment made by the Allottee/ Purchaser as per the agreement shall offer in writing, possession of the said Apartment, to the Allottee/ Purchaser in terms of this Agreement to be taken within a period of 10 (ten) days from the date of issue of such letter.

(b) At the time of accepting possession of the said Apartment, the Allottee/ Purchaser shall execute necessary indemnities, undertakings and such other documentation as may be prescribed by the Developer/ Promoter.

(c) In case the Allottee/ Purchaser fails to take possession within the time stipulated above, the Allottee/ Purchaser shall continue to be liable to pay maintenance charges as applicable.

(d) If within a period of 5 (five) year from the date of handing over the said Apartment to the Allottee/ Purchaser, the Allottee/ Purchaser brings to the notice of the Developer/ Promoter any structural defect in the said Apartment or the building in which the said Apartment is located or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer/ Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/ Purchaser shall be entitled to receive from the Developer/ Promoter, compensation for such defect.

8.

(a) The Allottee/ Purchaser shall use the said Apartment or any part thereof only for purpose of permitted by the sanctioned plans, and for no other purposes. The Allottee/ Purchaser shall use the

exclusive facility of parking appurtenant thereto (*if so specifically mentioned*) only for the purposes of parking of vehicles, and for no other purposes.

- (b) There shall be formed a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 of all Allottees/ Purchasers in the project.

(c) If so decided and for better administration of the project, for each building there may be formed separate co-operative housing society and all such co-operative housing societies shall form themselves into a federal society under the provisions of the Maharashtra Co-operative Societies Act, 1960 or such other concerned statute or any such informal apex body.

(d) The Allottee/ Purchaser shall be bound to become a member of such co-operative housing society and shall execute all necessary documents in that behalf as may be called upon by the Developer/ Purchaser.

(e) The Developer/ Promoter and the Owner herein shall execute and/or cause to be executed conveyance of the project comprising of land and building constructed thereon and deliver possession thereof, to and in favour of such 'Federal/ Apex Body' or collectively in favour of all such co-operative housing societies, within a period of 1 (one) year from completion of the entire project by the Developer/ Promoter on the said Property.

9.

(a) From the date of the letter given by the Developer/ Promoter to the Allottee/ Purchaser that the said Apartment is ready for use and occupation, the Allottee/ Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the project on the said land such as local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security guards,

sweepers and all other expenses necessary and incidental to the management and maintenance of the project.

(b)The Allottee/ Purchaser shall be obliged to make any payment, in common with other Allottee/ Purchaser in project in proportion to the carpet area of the said Apartment to the total carpet area of all Apartments in the Project.

(c)On or before delivery of possession of the said Apartment by the Developer/ Promoter to the Allottee/ Purchaser, the Allottee/ Purchaser shall pay to the Developer/ Promoter, an amount towards common maintenance, as follows:

Common maintenance deposit	-----NIL-----
Proportionate share of taxes and other charges or other levies	
Provisional monthly contribution	Rs.____.____ ps. per sq.mt. (Rs.____ ps. per sq.ft.) x carpet area of the said Apartment x ____ (____) months

(d)The Developer/ Promoter shall maintain the above amount in a separate project maintenance account, a separate bank account and meet the expenses of common maintenance only for a period of 2 (two) years from completion of construction of the said Apartments and/or given Apartment.

(e)In case any additional amount is found to be required for common maintenance, the Allottee/ Purchaser agrees to contribute thereto, as may be called upon by the Developer/ Promoter.

(f) The Allottee/ Purchaser shall also pay the following amount to, and as and when called upon by the Developer/ Promoter and in any case prior to delivery of possession of the said Apartment:

Electricity, water, LPG and other utility connection and service charges	-----NIL-----
Electrical receiving and sub-station, transformer <i>et cetera</i> deposit	-----NIL-----
Share money, application fees, entrance fees for the organization	-----NIL-----
All legal cost, charges, expenses	-----NIL-----

10. The Developer/ Promoter hereby represents and warrants to the Allottee/ Purchaser as follows:
- (a) The Developer/ Promoter have 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 Property and also has actual, physical and legal possession of the project Property for the implementation of the Project.
- (b)The Developer/ Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.
- (c)There are no encumbrances upon the project Property or the Project except those disclosed in the title report.
- (d)There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report.
- (e)All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by

following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Developer/ 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.

(f)The Developer/ Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/ Purchaser created herein, may prejudicially be affected.

(g)The Developer/ Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of Allottee/ Purchaser under this Agreement.

(h)The Developer/ Promoter confirms that the Developer/ Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/ Purchaser in the manner contemplated in this Agreement.

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

11. The Allottee/ Purchaser hereby covenants with the Developer/ Promoter as follows:

(a) To maintain the said Apartment at his/ her/ their own cost in good and tenantable repairs and condition from the date that of possession of the said Apartment is taken and shall not do or

suffer to be done anything in or to the building in which the said Apartment is situate which may be against rules, regulations or bye-laws or change or alter or make addition in or to the building in which the said Apartment is located and the said Apartment itself or any part thereof without the consent of the society and/or statutory authorities, if required.

(b)Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Apartment is situated, including entrances of the building in which the said Apartment is situated and in case any damage is caused to the building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee/ Purchaser in this behalf, the Allottee/ Purchaser shall be liable for the consequences of the breach.

(c)To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Developer/ Promoter to the Allottee/ Purchaser and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned statutory authority. In the event of the Allottee/ Purchaser committing any act in contravention thereof, the Allottee/ Purchaser shall be responsible and liable for the consequences thereof.

(d)Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural members in the said Apartment without the prior written permission of the Developer/ Promoter and/or the Society or the concerned planning authority.

(e)Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

(g)To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee/ Purchaser for any purposes other than for purpose for which it is sold.

(h)The Allottee/ Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part

with the possession of the said Apartment until all the dues payable by the Allottee/ Purchaser to the Developer/ Promoter under this Agreement are fully paid up by the Allottee/ Purchaser.

(i)The Allottee/ Purchaser shall observe and perform all the rules and regulations which the Society or Apex Body or Federation may resolve or frame for protection and maintenance of the said building and the said Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws. The Allottee/ Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society Apex Body or Federation regarding the occupancy and use of the said Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(j)The Allottee/ Purchaser shall permit the Developer/ Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

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

- (a) The Developer/ Promoter is entitled to enter into this agreement with the Allottee/ Purchaser provided all payments under this agreement are paid to the said Separate Project Account.
- (b) The Developer/Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said Property, for which the Developer/ Promoter shall be entitled to create security either by way of mortgage or otherwise, on the said Property in favour of such bank/s and/or financial institute and/or person for the loan.
- (c) The Allottee/Purchaser hereby accorded his/ her/ their irrevocable consent for the Developer/ Promoter to avail such loan from any bank/s and/or financial institute and/or person, and agrees not to raise any obstruction and/or impediment and/or any objection pertaining thereto.
- (d) In the event of the Developer/ Promoter availing such loan, the Developer/ Promoter shall be bound to send written intimation about availing of any such loan to the Allottee/ Purchaser.
- (e) However, in no circumstance the rights of the Allottee/ Purchaser pertaining to the said Apartment shall be adversely be affected. The Developer/ Promoter shall keep the Allottee/ Purchaser duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses.
- (f) In the event of the Developer/ Promoter availing such loan, the Developer/ Promoter shall be entitled to call upon the Allottee/ Purchaser to make payment of the balance amount payable by the Allottee/ Purchaser to the Developer/ Promoter under this agreement, directly to such bank/s and/or financial institute and/or person, as the case may be, towards repayment thereof. The amount so paid by the Allottee/ Purchaser to such lender, shall be, and shall be treated to be the payment made by the Allottee/ Purchaser to the Developer/ Promoter.

Stamp duty particulars

The said property is situated at City Survey 7436, of village Talegaon Dabhade, Taluka Maval District Pune & within the limits of Talegaon Dabhade Municipal Council, Sector Page 24 No.8.3 as prescribed by the Town Planning and Valuation Department of Pune for the year 2018-19.		
Residential Flat Area + Balcony Area	sq.mt. x Rs. 28950/- per sq.mt. as prescribed by the ARR,	Rs. /-
Exclusive right to attached terrace	sq.mt. Rs.13816/- per sq.mt. (being 40% of the prescribed value of Rs.28,950/- per sq.mt., as per ARR,2018-19 Note No.15)	Rs.97,956/-
Total prescribed valuation		Rs. /-
Total actual agreement value		Rs. /-
Stamp duty (as per Article 25(b)(i) of Schedule-I to the Maharashtra Stamp Act) on higher amount of the two above.		Rs. /-

SCHEDULE.I

(Description of the said “PROPERTY”)

All that and parcel of the property bearing of Non Agriculture Plot / Land bearing no. 63 having corresponding City Survey No.7436, total admeasuring 473.80 Sq. Mtrs. (as per 7/12 Extract) and 474.2 Sq. Mtrs. (as per City Survey Records) out of the Town Planning Sanctioned Layout of Old Survey No. 643 / 1 i.e. New Survey No. 390/1, situated at village Talegaon Dabhade, Taluka Maval, District Pune, 410506 within the limits of Registration District of Maval and within the Talegaon Dabhade Municipal Council and which is bounded by ;

- On or towards the East : By 40 Ft. Wide internal colony road;
- On or towards the South : By 40 Ft. Wide internal colony road;
- On or towards the West : By Plot No 62.
- On or towards the North : By Plot No. 56.

together with all, every and permissible floor area ratio/ floor space index originating from the physical area of the said Property so also additional such floor area ratio/ floor space index by way of transferable development rights or otherwise together with easements, appurtenances, things, ingress, egress, ancillary and other incidental rights thereto together with all the rights, title, interest, easements, accesses, pathways, ingress, egress and all other ancillary and supplementary rights, title, interest and claims in the said Property.

SCHEDULE.2

(Description of the said “APARTMENT”)

All that

Name of :- VASTU SIDDHI

Apartment :-

Residential No apartment	104
Floor	First Floor
Area of the Flat	350.02 sq.ft. Carpet area
Area of the Terrace	34.11 sq.ft. Carpet area
Exclusive facility With Enclosed Balcony	sq.mt. Carpet area

being constructed on that the the property bearing of Non Agriculture Plot / Land bearing no. 63 having corresponding City Survey No.7436, total admeasuring 473.80 Sq. Mtrs. (as per 7/12 Extract) and 474.2 Sq. Mtrs. (as per City Survey Records) Raj Land Javheri Colony situate at village Talegaon Dabhade, Taluka Maval District Pune, within the limits of Registration District of Maval and within the Talegaon Dabhade Municipal Council and Sub-Registration Taluka Maval - Talegaon, more particularly described in Schedule-1 above, together with facilities, amenities and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto, and as delineated in the floor map annexed hereto.

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

MRS. UJWALA NILESH BHOSALE Developer / Promoter (Duly authorized partner and signatory of M/S. VASTU DEVELOPERS AND PROMOTERS Builders and also Power of Attorney Holder of the Owner - being Mangaldas Nathulal Shah & POA of the Consenting Party - being Sou.Shobjana Mangaldas Shah, Nitin Mangaldas Shah, MR. VIJAY RAMCHANDRA BHAMBUREMISS. SHWETA VIJAY BHAMBURE	
Photo	LHTI and Signature
MR. GAURAV VISHWAS BHEGADE Developer / Promoter (Duly authorized partner and signatory of M/S. VASTU DEVELOPERS AND PROMOTERS Builders and also Power of Attorney Holder of the Owner - being Mangaldas Nathulal Shah & POA of the Consenting Party - being Sou.Shobjana Mangaldas Shah, Nitin Mangaldas Shah, MR. VIJAY RAMCHANDRA BHAMBUREMISS. SHWETA VIJAY BHAMBURE	
Photo	LHTI and Signature

-----as the Allottee / Purchaser	
Photo	LHTI and Signature
----- as the Allottee / Purchaser	
Photo	LHTI and Signature
Witness	
Name and Address	Signatures

Specifications for construction:

(Should be attached together with details of preferable brand pertaining to given item, such as tiles, plumbing, toilets, electricity wiring, which otherwise may invite cancellation of RERA registration)

Specifications:

Structure - earthquake resistant RCC Frame Structure

Walls - BBM masonry of required thickness

Finishing - Wall internally - Neeru finish. Wall Externally - sand faced plaster

Flooring - Entire flat with 24 “ X 24 “ vitrified Tiles

Dado - Glazed Tiles up to 7 ft in the toilet

Kitchen Platform - Black granite Kitchen top with stainless steel sink - jaguar or equivalent fitting

Door - Decorative main door with laminate finish

Windows - Powder coated aluminum sliding windows with safety grill

Water Proofing - Roof, Terrace, Bathrooms and W.C.

Sanitary Wares - orissa Pan / Commode in W.C (white in color) - Hot and cold mixer with geyser point in bathroom

Electrical - Concealed wiring with adequate light points

Painting - Internal wall oil bond distemper and external wall apex paint