

AGREEMENT

This AGREEMENT is executed here at Baramati on this day of month of the year, 2022,

Between

Full name (capital)	M/S. MEHTA BUILDERS, through its authorize Partner Mr. AKSHAY KISHOR MEHTA, Registered partnership firm, Office: A-39, MIDC, Baramati, Tal. Baramati, Dist. Pune	
Age/ occ	31	Business, Farmer
Residing at	9, Sahyog Society, Baramati, Tal. Baramati, Dist. Pune.	
PAN	AAEFK 0568 P	
E-mail	akshaykishormehta@gmail.com	

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

and

Full name (capital)	1) Mrs.	
Age/ occ		Housewife
PAN/ Aadhaar		
Full name (capital)	2) Mr. ...	
Age/ occ		Service
PAN/ Aadhaar		
Both Residing at		

...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,

W H E R E A S,

a. All that land out of S. No. Gat No. 160/11/1/A Plot No. 1 & 2 total admeasuring 567.42 Sq. mt., situate at Jalochi, within the extended limits of Baramati Municipal Corporation more particularly described in SCHEDULE-1 given hereto (hereinafter referred to as the said "**LAND**") was belongs to Maharashtra Builders & Developers, Partners of the said firm made a registered sale deed of said Land in favor of the Promoter, which is registered in the office of Sub-Registrar Baramati 1 by Sr. No. 6479/2019 dated 16/12/2019. A necessary entry of above Partition Deed on 7x12 extract of above Gat No. 160/11/1/A Plot No. 1 & 2 is made by M.E. No. 23535 dated 02/03/2020.

b. the said Land however, is subject to following restrictions and encumbrances:

*(*give particulars as to any 3rd party right and/or encumbrance and/or mortgage and/or easement as servitude to the dominant holder and/or such other restrictions)*

c. the Promoter thus, is entitled to develop the said Land, construct multi-storey building/s thereon and to dispose of the same by sale or otherwise transfer to the intending purchasers/ allottees and to receive, collect and appropriate the returns thereof from them,

d. statutory compliances pertaining to the development of the said Land are as enumerated below:

RERA	No._____, dated __/__/2021 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
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	copy whereof is appended hereto.
Land use	Assistant Director Of Town Planning, Pune vide No. Rekhankan/NABP/Mau. Jalochi/Ta. Baramati/Gat No.160/11 part & 160/12 part/SSP/1636 dated 13/06/2007 under Section 44 of the Maharashtra Land Revenue Code 1966 and also the Sub Divisional Officer, Baramati, sanctioned the said Layout vide Order bearing no. NA/SR/223/2007, dated 15/10/2007 preparing separate VF 7/7A/12 for each of sub divided plot.
Building Permission	CAPBC/B/2022/APL/01313 dated 03/06/2022 by Chief Officer of Baramati Municipal Corporation framed under the Maharashtra Regional and Town Planning Act, 1966, a copy whereof is appended hereto, together with specifications and conditions laid down therein.
Environment	N.A.
Separate Project Account	Presently at IDBI Bank, Baramati
Separate Project Maintenance Account	Presently at IDBI Bank, Baramati

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

Architect	Name AKSHAY KISHOR MEHATA, Address Sahayog Society, Baramati. Registered with the Baramati Municipal Council who has/ have drawn the plans for construction of the building/s on the said Plot, a copy of the appointment letter and acceptance whereof is appended hereto.
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RCC/ Structural Engineer	Name Mr. Shital Jagtap, Address Pandare who has/ have drawn the plans of structural design of the building/s on the said Plot, a copy of the appointment letter and acceptance whereof is appended hereto.
Chartered Accountant	Name O S Mutha & Associates, Address Arihant, Dangat Vasti, Kivale, Pune Registered with the Institute of Chartered Accountants of India under the Chartered Accountant Act, 1949, a copy of the appointment letter and acceptance whereof is appended hereto.
Advocate	Name ADV. BAKUL RAMESH DOSHI Address Relicon Revant, Taware Bungalow, Baramati. Registered with the Maharashtra Bar Council under the Advocates Act, 1961 who has issued title report pertaining to the said Plot
*Estate Agent for the project	N.A.

- f. the project on the said Land broadly comprise of 01 number of multi-storey building consisting of one wing therein for residential & commercial uses, together with exclusive facilities as appurtenant thereto (*if so specifically shown*) of balconies, attached terraces, parking spaces; covered and/or open, common facilities for recreation and essential supplies, being undertaken in phased manner, consumption 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/s 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 Promoter*) the particulars whereof, as proposed have been enumerated in ANNEXURE-1 given hereto,

- g. the Promoter gave inspection of all documents pertaining to development of the said Land 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 thereunder, so also annexed herewith self-authenticated copies thereof, as ANNEXURE-2 (colly),
- h. the Allottee/ Purchaser agreed to purchase from the Promoter all that **residential premises* together with exclusive facilities as appurtenant thereto (*if so specifically mentioned*) of balconies, attached terraces, parking spaces; covered, 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,
- i. subject to otherwise agreed, reserved and provided herein, the parties hereto therefore, have executed this agreement to sell, witnessing the terms and conditions thereof, in compliance to section 4 of MOFA r/w section 19 of RERA, as under:

THEREFORE, THIS AGREEMENT WITNESSETH:

1. NON OBSTANTE:

Notwithstanding anything contained anywhere in this Agreement *but without adversely affecting the said Apartment agreed to be acquired by the Allottee/ Purchaser*, the Allottee/ Purchaser hereby declares, confirms and agrees as follows:

- (a) The Promoter has reserved all its rights to amalgamate and/or sub-divide the said Plot and/or any other abutting/ adjoining pieces of land to which the Promoter may be entitled to.