

AGREEMENT FOR SALE

This AGREEMENT FOR SALE executed here at PUNE on this [redacted] day of [redacted] month of the year 20[redacted],

between

M/s.PRISTINE PROPERTIES, a partnership firm registered under the Indian Partnership Act, 1932 having its office at 5th Floor, Fortune House, Prabhat Road, Erandawana, Pune 411052 (PAN: AAHFP6835B) represented by its partner SACHIN ISHWARCHAND GOYAL, , occupation: business, hereinafter called as the OWNER/ PROMOTER, which expression shall, unless repugnant to the context on meaning thereof, be deemed to mean and include its last surviving partners, their respective heirs, executors, administrators and assigns, of the ONE PART,

and

Name of Allottee	[redacted]
Age of Allottee	[redacted]
Occupation of Allottee	[redacted]
Address of Allottee	[redacted]
PAN of Allottee	[redacted]
Aadhar No. of Allottee	[redacted]

Name of Allottee	[redacted]
Age of Allottee	[redacted]
Occupation of Allottee	[redacted]
Address of Allottee	[redacted]
PAN of Allottee	[redacted]
Aadhar No. of Allottee	[redacted]

hereinafter called as the ALLOTTEE/S, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/their heirs, executors, administrators and assigns of the OTHER PART,

WHEREAS:

- a. all those pieces and parcels of the below mentioned land situate at village Mouje Chikhali, Taluka Haveli, District Pune, within the limits of Pimpri Chinchwad Municipal Corporation, Registration District Pune, Sub-Registrar, Haveli, Pune, are vested in the ownership of the Owner/ Promoter herein,

Gat No.	Area Hec. Are	Assessment Rs. Ps.
1040	0.84 carved out of 1.11	7.44
1054	0.22 plus potkharaba 0.01 0.23	1.62
1055	0.21 plus potkharaba 0.01 0.22	1.56
1056	0.26 plus potkharaba 0.02 0.28	1.87
1057	0.09	0.62
1058	0.12	0.87
Total	1.78 (17800 sq.mt.)	

(hereinafter individually by its corresponding Gat Number and *collectively* referred to as the said LAND),

- b. in the sanctioned development plan of the Municipal Corporation of the City of Pimpri Chinchwad, the lands bearing Gat Nos.1040 (part), 1054 to 1058 have been earmarked in 'Residential Zone' and out of the portion admeasuring 8400 sq.mt. of the land bearing Gat No.1040, (i)

the portion admeasuring 1976 sq.mt., is affected by 12 meter wide D.P. road and (ii) portion admeasuring 1200 sq.mt. is reserved for Primary School Reservation,

- c. thus, the Owner/ Promoter caused to prepare layout of the said Land for the purpose of construction of residential and non-residential buildings, which was approved and sanctioned by the Municipal Corporation of the City of Pimpri Chinchwad, vide its No.B.P./CHIKHLI/2/2013, dated 15.01.2013,
- d. the Owner/ Promoter caused to further revise the layout of the said Land, which was sanctioned by the Municipal Corporation of the City of Pimpri Chinchwad, vide its No.B.P. /CHIKHLI/38/2019 dated 28.03.2019, the details whereof are enumerated hereunder:

Sr.	Description	Deduction sq.mt.	Net area sq.mt.
1	Total area after amalgamation		17800.00
2	Area under 12 meter wide D.P. Road	1976.00	
3	Area under Primary School reservation	1200.00	
	Deduction of 2+3		3176.00
	Gross Plot Area		14624.00
5	Open space	1262.40	
6	Open space	200.00	
7	Internal road	87.44	
	Deduction of 5+6+7		1549.84
	Net Plot Area		13074.16
8	Area under Plot "A"		11979.60
9	Area under Plot "B"		1094.56

- e. the Owner/ Promoter intends to commence construction work of the buildings consisting of ownership units upon the Plot "A" admeasuring 11979.60 sq.mt. by providing club house in either of the Open Spaces for the use and enjoyment of the apartments within the Plot "A" only ,

the Owner/ Promoter decided to implement ownership scheme consisting of residential and non-residential buildings upon the Plot "A" admeasuring 11979.60 sq.mt., more particularly described in the

SCHEDULE “I” written hereunder (hereinafter referred to as the PROJECT LAND), by providing club house in either of the Open Spaces for the use and enjoyment of the apartments to be constructed within the Plot “A” as aforesaid

- f. the Owner/ Promoter caused to prepare building plans in respect of the Project Land, which were subsequently revised and sanctioned by the Municipal Corporation of the City of Pimpri-Chinchwad, the details whereof are as under:

Sr.	Description of the plan	Sanction accorded vide No.	Date
1	Building Plans	BP/CHIKHLI/2/2013	15.01.2013
2	Revised Building Plan	BP/CHIKHLI/38/2019	28.03.2019

- g. **thereafter**, pursuant to the amendment in the Maharashtra Land Revenue Code, 1966, the Owner/ Promoter submitted proposal for conversion of use of the said Land for residential and commercial purpose on payment of conversion tax and non-agricultural assessment before the District Collector, Pune, who vide its Order No.PMF/PC/NA/SR/15/2017 dated 04.12.2017 directed the Owner/ Promoter to deposit Rs.62,856/- towards conversion tax and N.A. assessment, which were deposited by it on 05.12.2017 and thereafter, vide its order dated 07.12.2017 directed the village Talathi, Chikhali to take a note in the record of rights of the said Land that the area admeasuring 14535.25 sq.mt. plus 130.93 sq.mt. thereof is converted for residential and non-residential purpose, respectively,
- h. **in the meanwhile**, at the instance of the Owner/ Promoter, the State Level Environment Impact Assessment Authority, vide No.SEAC-2212/ CR-08/TC-2 dated 05.09.2014 had issued Environment Clearance in respect of the Project Land, subject to the terms and conditions, as are stipulated therein,

- i. **however**, thereafter, the Owner/ Promoter submitted a proposal for amendment in EC and change in the name of project “Prosperia” in place of earlier project name “Pristine Paradise” in respect of the Project Land and accordingly, the State Level Environment Impact Assessment Authority vide No.SEIAA-2019/ CR-07/SEIAA dated 10.01.2019, granted amendment in Environment Clearance, subject to the conditions mentioned in the earlier E.C.,
- j. the Owner/ Promoter had in its possession originals of the title deeds and documents pertaining to the said Land, which comprises the Plot “A”, Plot “B”, the area under school reservation and area under road widening; however, while creating charge *inter alia* against the Plot “B”, vide Mortgage Deed dated 28.03.2019, which was registered in the Office of the Sub-Registrar, Haveli No.29, Pune at Serial No.2597/2019 on 29.03.2019, executed by the Owner/ Promoter alongwith its sister concern M/s. Pristine Developers, a registered partnership firm having its office at 100, East Street Galleria, 2421, Camp, Pune 411001 in favour of State Bank of India, the mortgagors deposited originals of title deeds and documents *inter alia* of the said Land with the said Bank, despite the fact that the Project Land is not subject matter under the aforesaid Mortgage Deed,
- k. the Owner/ Promoter decided to implement ownership scheme upon the Project Land comprising 4 buildings i.e. “A”, “B”, “C” and “D”, each consisting of parking plus 12 upper floors and in addition to that commercial building under the name and style as “PROSPERIA” (said PROJECT) by providing club house in either of the Open Spaces, which shall be forming part of common amenities and facilities for use of the apartments in the buildings to be constructed upon the Plot “A” only,
- l. **to begin with**, the Owner/ Promoter has decided to undertake development and construction work in the first phase comprising the Building-A, Building-B consisting of ground floor parking and 12 upper

floors, having 138 and 137 residential apartments respectively therein and Club House in either of the Open Spaces and upon granting further approval and sanction of the plans and specifications pertaining to the Building “C”, Building “D” and Commercial Building, the Owner/Promoter would undertake development and construction work therein in the second phase,

- m. the Owner/Promoter has reserved certain apartments for the erstwhile land owners in the Building D of Plot “A” and in proposed building on Plot “B”
- n. **in view of the above**, there is no impediment for the Owner/ Promoter to implement ownership scheme upon the Project Land,
- k. the Owner/ Promoter has entered into a Standard Agreement with an Architect M/s. A & T Consultants represented through its partners Mr. Manoj Tatooskar and Mr. Vikas Achalkar, having office at 1221, B/1, Wrangler Paranjape Road, Behind Bhawe X-ray Clinic, Off. F.C. Road, Pune 411004 (hereinafter referred to as the ARCHITECT), who are registered with the Council of Architects and, as such, the same is as per the agreement prescribed by the Council of Architects and the Owner/ Promoter has appointed a Structural Engineer/ RCC Consultant G.A. Bhilare Consultants Pvt. Ltd., having its office at Gaurinandan, Plot No 13, Shantisheela Society, Near FTII, Law College Road, Erandawane, Pune 411004 represented through Mr. Hemant Nimbalkar (hereinafter referred to as the STRUCTURAL ENGINEER) for the preparation of the structural design and drawings of the buildings envisaged to be constructed within the Project Land and the Owner/ Promoter accepts the professional services of the Architect and Structural Engineer till completion thereof,
- o. the Owner/ Promoter has registered the said Project under the provisions of the Real Estate (Regulation and Development) Act 2016 with Rules framed thereunder with the Real Estate Regulatory

Authority at _____ No._____, a photocopy whereof is attached in ANNEXURE “F”,

- p. the Owner/ Promoter has commenced the construction work of the Building-A, Building-B and Club House within the Project Land by differing the construction of the Building-C, Building-D and Commercial Building, which will commence after submitting the revised layout and building plans thereof to the Municipal Corporation of the City of Pimpri Chinchwad and on issuance of its approval and sanction by it,
- q. the Owner/ Promoter has sole and exclusive right to sell the apartments of the buildings being constructed upon the Project Land and to enter into Agreement/s with the Allottee/s of the corresponding apartments and to receive the sale consideration in respect thereof,
- r. the Allottee/s herein has/have shown readiness and willingness to purchase an Apartment in the said Project and, as such, the Owner/ Promoter has disclosed all required disclosures as contemplated under the provisions of the Maharashtra Ownership Flats Act, 1963 and The Real Estate (Regulations & Development) Act, 2016 (RERA) and the Rules made thereunder to the Allottee/s,
- s. the Allottee/s herein has/have further demanded from the Owner/ Promoter and the Owner/ Promoter has given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications of the Building-A, the Building-B and Club House as well as tentative plans of future development in respect of the Building-C, Building-D and Commercial Building prepared by the Owner/ Promoter's Architects and of such other documents of the said Project,
- t. at the request of the Owner/ Promoter, the Allottee/s has/have carried out independent search through his/her/their lawyer regarding the marketable title in respect of the Project Land and satisfied about the

- z. the specifications of the Building-A and Building-B consisting of parking floor plus 12 upper floors, having total 138 and 137 apartments, respectively, which are being constructed upon the Project Land, have been annexed and marked as ANNEXURE D,
- aa. the Owner/ Promoter has got some of the approvals from the Planning Authority to the plans, specifications, elevations, sections of the Building-A and Building-B and shall obtain the remaining approvals from the concerned authorities from time to time, so as to obtain building Completion or Occupancy Certificate thereof,
- bb. while sanctioning the said plans, the Planning Authority has laid down certain terms, conditions, stipulations and restrictions, which are to be observed and performed by the Owner/ Promoter while constructing the Building-A, Building-B and Club House within the Project Land and upon due observance and performance of which only the completion or occupancy certificate in respect thereof shall be granted by the Planning Authority,
- cc. under Section 13 of the RERA, the Owner/ Promoter is required to execute a written Agreement with the Allottee/s for sale of the said Apartment, being in fact these presents and also to register the same under the Registration Act, 1908,

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

1. CONSTRUCTION AS PER SANCTIONED PLANS:

The Owner/ Promoter has decided to undertake development and construction work of the buildings in phase-wise manner and as such in the first phase, it shall construct the Building-A, Building-B consisting of ground floor parking and 12 upper floors, comprising 138 and 137

