



Agreement of Sale

Between

Bunty Properties Unit No. 7

And

1. Name : Mr. _____,

2. Name : Mrs. _____,

Add : _____.

Flat No. : _____

Floor : _____ FLOOR

Reg. No. : _____ /2020

Reg. Date : _____ / _____ /2020

AGREEMENT FOR SALE

This Deed of Agreement made and executed on ____th day of
.....2020 at Pune.

BETWEEN

1) _____ (PAN NO. _____)

Age - _____ Years, Occupation - _____

Address: _____

2) _____ (PAN NO. _____)

Age – _____ Years, Occupation - _____

Address _____.

Hereinafter referred to or called as “**ALLOTTEE**” (which expression unless repugnant to the context and meaning thereof shall mean and include his / her / their respective heirs, successors, executors, administrators, assignees of the)..... PARTY OF THE FIRST PART.

AND

M/s. Bunt Properties Unit No. VII (PAN NO. –AAJFB6932D)

A Partnership Firm duly registered under the provisions of the Indian Partnership Act, 1932,

having its Registered Office - 37, Sagar Complex, Kasarwadi,
Pune – 411 034.

through the hands of one of its Partners and its authorized signatory and representative

Mr. Hitendra Subhash Agarwal.,

Age about 27 Years, Occupation –Business,

Address :Pristine Royale C1 Building Flat No.501,
Aundh Pune 7.

Hereinafter referred to as the “**PROMOTERS / DEVELOPER**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the respective Partners for the time being of the said Firm, Present and Future Partners of the said firm, the survivors or survivor of them and their respective heirs, executors and administrators of such last survivor) PARTY OF THE SECOND PART.

AND

M/s. BANSAL BUILTCON, Pune (PAN NO. –AAJFB9503E)

a partnership firm duly registered

Under the provisions of the Indian Partnership Act, 1932,
Having its Registered Office at B-23, M1DC,
Pimpri, Pune 411018,

Through its Partners

Mr. Kunal Suresh Bansal

Age: 28 years, Occupation : Business

R/at-Flat No. 139, Sect. No. 27/1,

Pradhikaran, Nigdi, Pune-411044.

Hereinafter referred to as the **“CONFIRMING PARTY / LAND OWNER”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the respective Partners for the time being of the said Firm, Present and Future Partners of the said firm, the survivors or survivor of them and their respective heirs, executors and administrators of such last survivor)PARTY OF THE THIRD PART.

Agreement in respect Apartment No.

in Building Wing “ ”,Constructed upon Sr.No.27/1A/1

Dhanori Valued at Rs. /-for

Stamp Duty Valued at Rs. /-

The landed Property bearing Surveyr.No.27/1A/1 of Village - Dhanori, Tal. Haveli, Dist Pune, originally belong to Balaji Santu Tingare after his death name of his legal heir son Bhau Balaji Tingare mutated in record of rights vide mutation entry no. 358. Later on Bhau Balaji Tingare expired on dt. 18/06/1947 his legal heir son Laxman Bhau Tingare mutated in 7/12 extract vide mutation entry no. 473. As per mutation entry no. 951 the mutual partition executed between Ananda Bala Tingare and Laxman Bhau Tingare the Survey. No. 27/1A gone to the share of Ananda Bala Tingare and Survey No. 27/1B gone to the share of the Laxman Bhau Tingare.

It is seen that the 7/12 extract from 1953 to 2019 I observe that Ananda Bala Tingare and others sold the various piece and parcel of the land out of total land to various land purchasers and various mutation entries are recorded in the 7/12 extract.

Later on the Ananda Bala Tingare expired on 14/01/1991 his legal heirs son 1) Arjun Ananda Tingare 2) Bhiwa Ananda Tingare 3) Pandurang Ananda Tingare and daughter 4) Kalabai Bhausahab Murkute 5) Seetabai Rambhau Tapkir 6) Hirabai Chandrakant Kalbhor and wife 7) Chandrabhaga Ananda Tingare recorded in 7/12 extract vide mutation entry no. 6364.

Then after on dated 18th Octomber 1996 1) Shri. Aarjun Aananda Tingre 2) Shri.Bhiva Aananda Tingre 3) Shri.Pandurang Aananda Tingre 4) Kalabai Bhausahab Murkute 5) Sitabai Rambhau Tapkir 6) Hirabai Chandrakant Kalbhor 7) Chandrabhaga Ananada Tingre given Power of attorney to Shri. Ashok Arjun Tingre Registered through Sr no-181/1996 in the office Sub Registrar Haveli No-8.

Then after on dated 15.12.2007 1) Shri.Aarjun Aananda Tingre 2) Shri. Ashok Arjun Tingare 3) Nilesh Arjun Tingare 4) Yogesh Ashok Tingare 5) Sanjay Arjun Tingare himself and on behalf of minor daughter Aachal Sanjay Tingare and Sheetal Sanjay Tingare 6) Mrs. Anita Bhanudas Mhaske 7) Mrs. Sujata Chandrakant Gavhane 8) Shri. Pandurang Aananda Tingre through POA Ashok Arjun Tingare 9) Sushila Pandurang Tingare 9) Vinod Pandurang Tingare 10) Sapana Vinod Tingare 11) Pravin Pandurang Tingare 11) Kalabai Bhauso Murkute 12)Hirabai Chandrakant Kalbhor 12) Bhiwa Ananda Tingare 13) Sitabai Rambhau Tapkir No.1 to 13 through his Power of Attorney Holder Shri. Ashok Arjun Tingre execute the Development Agreement and Power of Attorney in favour of Shri. T.P Alekzander area admeasuring 22 R out of Surveyr.No.27/1A/1 registered through Sr. No 9551/2007 and 9552/2007respectively in the office of Sub-Registrar Haveli No. 19.And Then After Release Deed executed by 1) Smt. Kalawati Bhausahab Murkute 2) Smt. Seetabai Rambhau Tapkir 3) Smt. Hirabai Chandrakant Kalbhor in favour of Bhiwa Ananda Tingare said document registered in the office of sub registrar Haveli No. 6 Pune vide doc Sr. No. 2807/2010 dt. 03/04/2010.

And Then After Sale Deed executed by Bhiwa Ananda Tingare with consent of 1) Satish Bhiwa Tingare 2) Rani Satish Tingare 3) Nayan Satish Tingare 4) Tejashree Satish Tingare 5) Pooja Satish Tingare 6) Adesh Satish Tingare no. 3 to 6 minor through its father Satish Bhiwa Tingare 7) Sangeeta Gangaram Devkar in favour of Dinesh Ashok Padwal and Rajashree Rajendra Adawal in respect of area adms. 10 R out of Survey No. 27/1A/1 out of area admeasuring 1 H 57.01 R. and said document registered in the office of sub registrar Haveli No. 13 Pune vide doc Sr. No. 3153/2010 dt. 20/04/2010 and effect of said sale deed came to the record of rights of 7/12 extract vide mutation entry no. 18765.

Then after Sale Deed executed by 1) Shri. Aarjun Aananda Tingre 2) Shri. Ashok Arjun Tingare 3) Nilesh Arjun Tingare 4) Yogesh Ashok Tingare 5) Sanjay Arjun Tingare himself and on behalf of minor daughter Aachal Sanjay Tingare and Sheetal Sanjay Tingare 6) Mrs. Anita bhanudas Mhaske 7) Mrs. Sujata Chandrakant Gavhane 8) Shri. Pandurang Aananda Tingre through POA Ashok Arjun Tingare 9) Sushila Pandurang Tingare 9) Vinod

Pandurang Tingare 10) Sapana Vinod Tingare 11) Pravin Pandurang Tingare 11) Kalabai Bhauso Murkute 12) Hirabai Chandrakant Kalbhor 12) Bhiwa Ananda Tingare 13) Sitabai Rambhau Tapkir No.1 to 13 through his Power of Attorney Holder Shri. Ashok Arjun Tingre with consent of 1) T.P Alekzander 2) Sanjay Hikmat Nikam 3) Chanda Sunil Mutha 4) Akshay N. Singhal and 5) Pramod Shivaji Bhosale in favour of Bansal Builtcon through its Partner Suresh Shivnarayan Bansal, Amit Vinod Bansal, Meenal Shreeniwas Bansal area admeasuring 22 R out of Surveyr.No.27/1A/1 registered in the office of Sub-Registrar Haveli No. 14 vide doc Sr. No. 4183/2010 dt. 17/05/2010 and effect of said sale deed came to the record of rights of 7/12 extract vide mutation entry no.18733.

Then after Correction Deed executed by 1) Shri.Aarjun Aananda Tingre 2) Shri. Ashok Arjun Tingare 3) Nilesh Arjun Tingare 4) Yogesh Ashok Tingare 5) Sanjay Arjun Tingare himself and on behalf of minor daughter Aachal Sanjay Tingare and Sheetal Sanjay Tingare 6) Mrs. Anita bhanudas Mhaske 7) Mrs. Sujata Chandrakant Gavhane 8) Shri. Pandurang Aananda Tingre through POA Ashok Arjun Tingare 9) Sushila Pandurang Tingare 9) Vinod Pandurang Tingare 10) Sapana Vinod Tingare 11) Pravin Pandurang Tingare 11) Kalabai Bhauso Murkute 12) Hirabai Chandrakant Kalbhor 12) Bhiwa Ananda Tingare 13) Sitabai Rambhau Tapkir No.1 to 13 through his Power of Attorney Holder Shri. Ashok Arjun Tingre with consent of 1) T.P Alekzander 2) Sanjay Hikmat Nikam 3) Chanda Sunil Mutha 4) Akshay N. Singhal and 5) Pramod Shiwaji Bhosale in favour of Bansal Builtcon through its Partner Suresh Shivnarayan Bansal, Amit Vinod Bansal, Meenal Shreeniwas Bansal in respect of the mistake in the Name and Area in principal Sale Deed doc Sr. No. 4183/2010 dt. 10/05/2010 and POA Sr. No. 4184/2010 dt. 10/05/2010 and POA Sr. No. 4185/2010 dt. 10/05/2010 the said mistake rectify by executing correction deed dt. 28/04/2011 registered at Sr no- 4667/2010 on 07/05/2011 in the office of Sub Registrar Haveii No-14. Thenafter Sale Deed executed by 1) Dinesh Ashok Padwal 2) Rajashree Rajendra Adawal with consent of Rajendra Shivajirao Shirole, Sanjay Hikmat Nikam, Subhash Jaysing Borkar in favour of M/s.Bansal Builtcon through its Partner Mr. Amit Vinod Bansal area admeasuring 10 R out of Surveyr.No.27/1 A/1 registered through Sr.No 8489/2011 on dt. 02/08/2011 in the office of Sub-Registrar Haveli No. 17 and effect of saidrecord of rights of 7/12 extract vide mutation entry no. 19604.

Then after Power of Attorney executed by 1) Dinesh Ashok Padwal 2) Rajashree Rajendra Adawal in favour of M/s.Bansal Builtcon through its Partner Mr. Amit Vinod Bansal area admeasuring 10 R out of Survey

No.27/1A/1 registered through Sr.No 8490/2011 on dt. 02/08/2011 in the office of Sub-Registrar Haveli No. 17.

Then after Power of Attorney executed by Rajendra Shivajirao Shirole, Sanjay Hikmat Nikam, Subhash Jaysing Borkar in favour of M/s.Bansal Builtcon through its Partner Mr. Amit Vinod Bansal area admeasuring 10 R out of Survey No.27/1A/1 registered through Sr.No 8491/2011 on dt. 02/08/2011 in the office of Sub-Registrar Haveli No.17.

Then after Sale Deed executed by 1) Arjun Ananda Tingare 2) Pandurang Ananda Tingare 3) Kalabai Bhausahab Murkute 4) Heerabai Chandrakant Kalbhor 5) Ashok Arjun Tingare no. 1 to 4 through its POA Ashok Arjun Tingare 6) Shobha Ashok Tingare 7) Nilesh Ashok Tingare 8) Yogesh Ashok Tingare 9) Bhiwa Ananda Tingare 10) Sindhubai Bhiwa Tingare 11) Satish Bhiwa Tingare 12) Rani Satish Tingare 13) Sangeeta Gangadhar Devkar 14) Sanjay Arjun Tingare with consent of Sanjay Hikmat Nikam and Vedprakash Harishchandra Agrawal in favour of M/s.Bansal Builtcon through its Partner Mr. Amit Vinod Bansal area admeasuring 12.3 R out of Survey No.27/1A/1 registered through Sr.No 8955/2011 on dt. 12/08/2011 in the office of Sub-Registrar Haveli No.17 and effect of said Sale Deed came to the record of rights of 7/12 extract vide mutation entry no. 19605.

Then after Power of Attorney executed by 1) Kalabai Bhausahab Murkute 2) Heerabai Chandrakant Kalbhor no. 1 to 2 through its POA Ashok Arjun Tingare 3) Bhiwa Ananda Tingare 4) Sindhubai Bhiwa Tingare 5) Satish Bhiwa Tingare 6) Rani Satish Tingare 13) Sangeeta Gangadhar Devkar in favour of M/s Bansal Builtcon through its Partner Mr. Amit Vinod Bansal area admeasuring 12.3 R out of Survey No.27/1A/1 registered through Sr.No 8956/2011 on dt. 12/08/2011 in the office of Sub- Registrar Haveli No. 17.

Thenafter Power of Attorney executed by 1) Kalabai Bhausahab Murkute 2) Heerabai Chandrakant Kalbhor no. 1 to 2 through its POA Ashok Arjun Tingare 3) Bhiwa Ananda Tingare 4) Sindhubai Bhiwa Tingare 5) Satish Bhiwa Tingare 6) Rani Satish Tingare 7) Sangeeta Gangadhar Devkar in favour of M/s Bansal Builtcon through its Partner Mr. Amit Vinod Bansal area admeasuring 12.3 R out of Survey No.27/1A/1 registered through Sr. No 8956/2011 on dt. 12/08/2011 in the office of Sub- Registrar Haveli No. 17.

Then after Power of Attorney executed by 1) Kalabai Bhausahab Murkute 2) Heerabai Chandrakant Kalbhor no. 1 to 2 through its POA Ashok Arjun Tingare 3) Bhiwa Ananda Tingare 4) Sindhubai Bhiwa Tingare 5) Satish Bhiwa Tingare 6) Rani Satish Tingare 4) Sangeeta Gangadhar Devkar in favour of M/s Bansal Builtcon through its Partner Mr. Amit Vinod Bansal area

admeasuring 12.3 R out of Survey No.27/1A/1 registered through Sr.No 8956/2011 on dt. 12/08/2011 in the office of Sub- Registrar Haveli No. 17.

Then after Power of Attorney executed by Sanjay Hikmat Nikam and Vedprakash Harishchandra Agrawal in favour of M/s Bansal Builtcon through its Partner Mr. Amit Vinod Bansal area admeasuring 12.3 R out of Survey No.27/1A/1 registered through Survey No 8957/2011 on dt. 12/08/2011 in the office of Sub-Registrar Haveli No. 17.

Then after M/s Bansal Builtcon through its Partner 1) Amit Vinod Bansal 2) Suresh Shivnarayan Bansal 3) Meenal Shreenivas Bansal the owner of these land area admeasuring 44.3 R out of area adms. 1 H 57.69 R decided to develop these land in Joint Venture with M/s Bunty Properties Unit No. VII through its Partner Mohanlal Ramkarandas Agarwal by Development Agreement/Articles of Agreement dt. 01/11/2013 was being executed in between them, reducing in to writing the terms and conditions of this Joint Venture project. This document is registered at sr. no.8760/2013 in the office of sub-registrar Haveli No.XVII and M/s Bansal Builtcon through its Partner 1) Amit Vinod Bansal 2) Suresh Shivnarayan Bansal 3) Meenal Shreenivas Bansal also executed a Power of Attorney dt. 01/11/2013 registered at sr.no. 8761/2013 in favour of M/s Bunty Properties Unit No.VII through its Partner Mohanlal Ramkarandas Agarwal to him all the necessary powers.

Thereafter M/s Bansal Builtcon through its Partner 1) Amit Vinod Bansal 2) Suresh Shivnarayan Bansal 3) Meenal Shreenivas Bansal the through its POA M/s Bunty Properties Unit No. VII through its Partner Mohanlal Ramkarandas Agarwal execute Power of Attorney in favour of other partner of the said firm Mr. Hitendra Subhash Agarwal and Mr Subhash Ramprakash Agarwal vide doc Sr.No. 22969/2019 registered on dated 15/11/2019 in the office of sub-registrar Haveli 23 Pune.

Thereafter M/s Bansal Builtcon through its Partner 1) Amit Vinod Bansal 2) Suresh Shivnarayan Bansal 3) Meenal Shreenivas Bansal the through its POA M/s Bunty Properties Unit No. VII through its Partner Mohanlal Ramkarandas Agarwal execute Correction Deed in favour Bunty Properties Unit No. VII through its Partner Mr. Mohanlal Ramkarandas Agarwal in respect to Articles of Agreement doc. No. 8760/2013 dated 01/11/2013 by vide doc Sr.No. 537/2020 registered on dated 27/01/2020 in the office of sub-registrar Haveli No.8 Pune.

As per the Zone Certificate, Dated 23/03/2010. There is reservation of wide 12 Mt., 30 Mt. wide DP roads.

The Land owner of the said land prepared the Layout Plan of the said land and had obtained Sanction vide No. CC/1464/19, Dated 27/09/2019 and revised sanction plan vide no. CC/2349/19 dated 03/01/2020.

And Whereas the “Developer / Promoter” had applied for the Non-Agriculture use permission under Section 44 of Maharashtra Land Revenue Code 1966 and the District Collector of Pune was Please to grant the same vide its Order No. NA/SR/393/2019, Dated 27/12/2019 in respect of 2717.85 Sq.mtr. out of the aforesaid said land.

The Promoter will be constructing Wing ‘A and B’. The height of building A and B as per plan sanctioned is Ground +5 floors, but in future if promoter get additional T.D.R, F.A.R Or F.S.I the floor/units/buildings may increase and the Allottee by executing this present agreement have / has hereby given his / her /their irrevocable consent to the promoter who shall be entitled to revise the plan, get them sanctioned from the Concerned Authority, construct additional units, buildings permitted by the Authority. The Allottee has hereby given his/her/their consent and will not have any objection for the same.

AND WHEREAS the Promoters being required to specify:(i) Any covenants affecting the Said Property; (ii) Any impediments attached to the Said Property; (iii) Number and Area Occupied by Tenants and how they are proposed to be settled so as to have clear possession of the Said Property; (iv) Details of illegal encroachment on the Said Property; (v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained; (vi) Details of mortgage or lien or charge on the Said Property; do hereby specify as under that: - (a) There are no convent affecting the Said Property except as contained in the recitals of the title of the land owner and promoter herein contained above; (b) There are no impediments attached to the Said Property; (c) There are no tenants on the Said Property; (d) There are no illegal encroachments on the Said Property; (e) The Building permissions are obtained by the owners and promoters from the Pune Municipal Corporation, Pune the details of all such required permission obtained are contained in the recitals hereof, (f) Presently there is no mortgage or lien or charge on the Said Property except mentioned in the recitals hereof;

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

AND WHEREAS the Promoter/Developer is in possession of the Said Land;

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council or Architects;

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the Building/Buildings.

AND WHEREAS by virtue of the Said Development Agreement and Power of Attorney referred above the Promoter has an exclusive right to sell the Apartments in the Said Building/s to be constructed by the Promoter on the said land and to enter into Agreement/s with the Allottee/s of the Apartments to receive the Sale Price in respect thereof; and the Confirming Party/Land Owner giving his consent on the said document.

AND WHEREAS the Allottee demanded from the Promoter and the Promoter has given inspection to the Allottee of all the documents of title relating to the said land and the plans, designs and specifications prepared by the **Promoter's Architects Cubix & Sandeep Hardikar & Associates** and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Said Act") and the rules made thereunder;

And Whereas the Builder, Developer had appointed **Hansal Parekh as their RCC Consultant** for the same Project.

AND WHEREAS the copies of **Certificate of Title** issued by the attorney at law or advocate of the Promoter, **copies of extract of Village Forms VI and VII and XII** or any other relevant Revenue Record showing the nature of the title of the Promoter to the Said Land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked **Annexure 'A' and 'B'**, respectively.

AND WHEREAS the copies of the **plans of the Layout** as approved by the concerned Local Authority have been annexed hereto and marked **Annexure C**

AND WHEREAS the copies of the **plans and specifications of the Apartment** agreed to be purchased by the Allottee, as approved by the concerned local authority have been annexed hereto & marked **Annexure D&E.**

AND WHEREAS the Promoter has got some of approvals from the concerned local authority the plans, the specifications, elevations, sections and of the said Building/s and shall obtain the balance approvals from various

authorities from time to time, so as to obtain Building Completion Certificate or Occupation Certificate of the Said Building.

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

AND WHEREAS the Promoter has accordingly commenced construction of the Said Building/s in accordance with the Said Proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment bearing Number [REDACTED] admeasuring carpet area [REDACTED] Sq. Mtrs. (as per RERA) Together with Open Terrace carpet area admeasuring [REDACTED] Sq. Mtrs., together with Open Balcony carpet area admeasuring [REDACTED] Sq. Mtr. annexed to it on the [REDACTED] Floor, (hereinafter referred to as the Said "Apartment") in the – Wing "[REDACTED]" of the Building called "**51 SIBERIA**" which is described in the schedule II mentioned below (herein after referred to as the Said Building) being constructing of the Said Project "**51 SIBERIA**", by the Promoter;

AND WHEREAS the FLAT carpet area of the said Apartment is [REDACTED] Square Meter, and According to RERA "carpet area" means "the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS relying upon the Said Application, Declaration and Agreement, the Promoter agreed to sell to the Said Allottee, Said Apartment at the price and on the terms and condition hereinafter appearing.

AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs. [REDACTED] /- (Rupees [REDACTED] Only)** being part payment of the sale price of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Earnest Money Deposit, or Holding Amount or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale price in the manner hereinafter appearing.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act. with the real Estate Regulatory Authority at No. **P52100024342**. Annexed hereto & marked **ANNEXURE F.**

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

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

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

Construction

The Promoter will be constructing Wing 'A and B'. The height of building A and B as per plan sanctioned is Ground +5 floors, but in future if promoter get additional T.D.R, F.A.R Or F.S.I the floor/units/buildings may increase and the Allottee by executing this present agreement have / has hereby given his / her /their irrevocable consent to the promoter who shall be entitled to revise the plan , get them sanctioned from the Concerned Authority , construct additional units , buildings permitted by the Authority. The Allottee has hereby given his/her/their consent and will not have any objection for the same.

ALTERATION AND MODIFICATION IN SANCTIONED BUILDINGS PLANS:-

The Purchaser/s hereby agree/s and gives his/her/their irrevocable consent to the Promoter herein to carry out such alteration, modifications in the sanctioned plans as the Promoter in his sole discretion think fit and proper and/or such modifications and alteration which are necessary in pursuance of any law, rule, regulation, order or request made by the local authority, planning authority, competent authority or Government or any officer of any local authority or Government provided that the Promoter shall have to inform in writing to the Purchaser if such alteration and modifications adversely affect the carpet area of the said unit of the Purchaser/s. The Promoter has made purchaser/s aware and the Purchaser/s aware and the Purchaser/s hereby give/s explicit no objection and irrevocable consent to the Promoter to prepare the new/revised layout and building plans even by shifting the

location of the open space, position of dustbins, transformer plinths etc. adding new floors/ buildings etc and to submit the same to the requisite authorities and obtain their sanctions and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter, and for the said purposes to sign all plans, without in any manner making the purchaser/s liable for any costs and affecting his/her/their interest.

AND WHEREAS the Promoter has disclosed and made the Allottee/s well aware that, as per sanctioned building plan, the balconies are shown in the said Apartment but for convenient usefulness of the said Apartment the balconies has to be enclosed and get amalgamated into adjacent 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 Promoter and such modified amalgamated apartment floor plan is annexed herewith. The aforesaid changes are made as per the request of the Allottee/s herein and the Allottee/s shall and will not raise any objection, complaint and query as the case may be for such changes and have given irrevocable consent with due diligence.

Consideration of the Unit

1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment bearing Number [REDACTED] admeasuring about [REDACTED] Sq. Mtrs., together with Open Balcony admeasuring [REDACTED] Sq. Mtrs., together with Open Terrace admeasuring [REDACTED] Sq. Mtrs. annexed to it on the [REDACTED] Floor, in the Wing [REDACTED] (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C and D for the consideration of Rs. [REDACTED]/- (Rupees [REDACTED] Only) including Rs. NIL/- being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule III annexed herewith.

(b) The Allottee has paid on or before execution of this agreement a sum of Rs. [REDACTED]/- (Rupees [REDACTED] Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. [REDACTED]/- (Rupees [REDACTED] Only) in the following manner:-

Sr.	Amount	Particular
i	_____-/-	10% on booking of the Apartment.
ii	_____-/-	20 % to be paid at the time of execution of Agreement
iii	_____-/-	15 % to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
iv	_____-/-	10 % to be paid to the Promoter on completion of the First Slab of the building or wing in which the said Apartment is located
v	_____-/-	10 % to be paid to the Promoter on completion of the Third Slab of the building or wing in which the said Apartment is located
vi	_____-/-	5 % to be paid to the Promoter on completion of the Fifth Slab of the building or wing in which the said Apartment is located.
vii	_____-/-	10 % to be paid to the Promoter on completion of the brick work, of the Said Apartment.
viii	_____-/-	10 % to be paid to the Promoter on completion of the Plaster, of the Said Apartment.
ix	_____-/-	5 % to be paid to the Promoter on completion of the Tiling, of the Said Apartment.
x	_____-/-	Balance 5 % amount at the time of possession of the Said Apartment.
	Total _____-/-	Total Consideration

Stamp Duty, Registration fee, Goods and Service Tax, and all other applicable taxes from time to time shall be paid by the Allottee/s at the time of agreement separately. GST extra as per applicable on Agreement cost as applicable by Central Government has/have to be paid by the Allottee separately at the time of Agreement.

1(c) (i) The Total Consideration mentioned above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods Service Tax, (GST) Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) upto the date of handing over the possession of the [Apartment].

- 1(c) (ii) GST Rates for Real Estate Sector are made effective from 1st April 2019 for affordable housing properties. GST rate is 1% without ITC and residential properties outside affordable segment effective GST rate is 5% without ITC and Definition of affordable housing is mention as "A residential house/flat of carpet area up to 90 Sq. Mtrs. in non metropolitan cities/towns and 60 Sq. Mtrs. in metropolitan cities having value up to 45 lacs only (both for metropolitan and non-metropolitan).
- 1(c) (iii) It is agreed by and between the parties that due to any future change made by the Central and/or State Government in GST Laws and if the benefit of input tax credit is canceled or reduced or modified then the Promoter will be entitle to recover the loss of the Promoter due to reduction, cancellation, modification of the benefit of input tax credit of the GST now available to the Promoter from the Allottee. The Allottee doth hereby undertake to pay the deference amount payable due to change in the GST rules, regulations in respect of the input tax credit of GST prevailing on the day of the Agreement without any objection whatsoever. The Allottee doth hereby undertakes to pay the difference amount payable on account of future changes in the GST law about the input tax benefit available to Promoter within fifteen days from the demand raised by the Promoter. The Allottee will pay interest at the rate of 12% on the deference amount if not paid within 15 days from the demand raised by the Promoter.
- 1(d) The Total Consideration mentioned above is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1(e) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of (5%) Five percent. The total price payable for the

carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- 1(f) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan").

Utilization of FSI/FAR/TDR.

3. a) The Promoter hereby declares that the area of the total land is 2717.85 Sq.mtr & Built up area is 2911.60 sq.mt as per the sanction plan of the said land. But in future based on expectation of increased FSI,FAR,TDR etc which may be available in future on modification to

Development Control Regulations, which are applicable to the said Project. As proposed to be utilized by Promoter on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI, FAR, TDR etc shall belong to Promoter only.

b) Notwithstanding anything contained hereinabove :-

i) It is hereby declared that all sanctioned plans/has/have been shown to the Allottee and the floor space index (FSI) available is shown in the said plan/s. The Promoter shall be entitled to use the present utilized and/or additional built up area/FSI/TDR/land potential in respect of the said properties on any other land by floating FSI and /or in the same land as and when the same is permitted either by way of construction of new building or extension of the buildings which are presently permitted. Likewise the Promoter shall also be entitled to use FSI pertaining to other land/s on the said properties as and when permitted by authority. In this agreement, the word FSI or Floor Area Ratio as stated herein shall have the same meaning as understood by the Planning Authority under its relevant Building Regulations or Bye-Laws. The residual F.A.R(FSI), If any, not sanctioned at the time of sanctioning of plans in relation to the said properties shall be available to the Promoter before or after society is formed and also by virtue of amendment/s of D.C. rules and /or F.S.I. made available by way of floating F.S.I or by way of transferable development rights (TDR) of any other land may be utilized by the Promoter in the said properties as he may decide. The Allottee has/have hereby given his/her/their irrevocable consent to the Promoter who shall be entitled to revise the plans, get them sanctioned from the concerned Authority, construct the additional units, buildings permitted by the Authority. After consuming such balance and/or additional F.A.R. by constructing extensions and /or additional floor/s containing units, the Promoter shall be entitled to sell such units for such permissible user as the Promoter may think fit proper to any person or persons for such consideration as the Promoter may in his absolute discretion deem fit. The Allottee shall have no objection for the said new allottees to be admitted as members of the Ultimate body. The Ultimate body shall get the new transferees admitted as its members. Notwithstanding anything

contained in this Agreement the Promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR/land potential as stated herein above on any open area and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the said properties. The Promoter shall also be entitled to transfer or assign the said right/s to any other person. The said properties and/or buildings shall be conveyed subject to such right, always being with the Promoter or his assigns.

It is also understood and agreed by and between the parties hereto that the Promoter or its assignees shall have right to construct units on the top terrace against FSI of road widening area, FSI of internal roads, TDR or any other FSI.

In case the land or any portion of the said land is acquired by any authority before execution of the conveyance, then the Promoter alone shall be entitled to take compensation for the same or get F.S.I/T.D.R. in lieu of compensation.

ii) The Promoter shall also be entitled to consume additional F.A.R. and/or balance F.S.I/ T.D.R. available under D.P. Rules or by any special concession being granted by the Concerned Authority including the F.A.R. available in lieu of road widening , set back, reservation etc.,

iii) The sale of the said unit is subject to the relevant and necessary covenants as may be stipulated by the Promoter for the more beneficial and optimum use and enjoyment of the said properties in general and for the benefit of any or any part thereof including the absolute use and utilization as above enumerated for the benefit of any enhanced FSI/FAR or to absorb and consume the TDR rights acquired on any portion/s of the said properties.

iv) The residual FAR (FSI), if any ,not sanctioned at the time of approval of plans by the Town Planning Authority/PUNE MUNICIPAL CORPORATION issued in relation to the said buildings will be available to the Promoter before or after formation of Co-operative Housing Society and also by virtue of amendment of D.C. rules and/or/FSI made available by way of floating FSI or way of transferable development rights of any other properties may be utilized by the Promoter on any building as he may decide. Notwithstanding anything contained in this Agreement to the contrary the Promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR as stated in above paragraphs on any open space and/or on terraces above the buildings either prior to after completion of the buildings and

even after conveyance of the said properties. The Promoter shall also be entitled to transfer or assign the said right to any person. The Promoter is fully entitled to consume future FSI/TDR generated or unconsumed FSI or TDR on the said land and to sell the premises and appropriate the sale proceeds thereof. The properties shall be conveyed subject to the said right.

The Allottee hereby agree/s and give/s his /her/their irrevocable consent to the Promoter herein to carry out such alterations ,modifications in the sanctioned layout building, plans/in the future as the Promoter in his sole discretion thinks fit and proper and/or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority , competent authority or Government or any officer of local authority of Government provided that the Promoter shall have to inform in writing to the Allottee if such alterations and modifications adversely affect the said unit to Allottee.

Termination of Agreement

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the 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 of installments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and or mail at the e-mail address 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, promoter shall be entitled to terminate this Agreement.

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

5. FITTING AND FIXTURES

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with Good quality, to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. DELIVERY OF POSSESSION:-

The Promoter shall give possession of the Apartment to the Allottee on or before dt. **31/03/2024** If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- a. Non availability of steel, cement, other building material, water or electricity supply.
- b. War, Civil Commotion or act of god.

- c. Any notice, order, rule, notification of the Government and / or other public or Competent Authority or any Decree / Order of any Court/ tribunal/authority.
- d. Any stay or injunction order from any Court.
- e. Pendency of any litigation.
- f. Delay or default in payment of any installment or other dues, outstanding by the Allottee/s of this Agreement and/or of contract of extra work.
- g. Delay by local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate or any other Certificates which are necessary for completion of the said project.
- h. Any other circumstances beyond the control of the Promoter or by force majeure.
- i. Changes in any rules, regulations bye-laws of various statutory bodies and authorities from time to time affecting the development and the project.
- j. Delay in grant of any NOC / permission / license / connection installment of any service such as elevators, electricity and water connection and meters to the scheme / apartment / road etc.

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

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy;

8.Failure of Allottee to take possession of Apartment :

Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

9. DEFECT LIABILITIES

If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defect on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided however that the Allottee/s shall not carry out or caused to be carry out any alterations of the whatsoever nature in the said Apartment or in the said building, which shall include but not limit to column, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/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, in that event the defect liability automatically shall become void and due to the same, if any damage is caused to any other Apartment or Building, the same shall be rectified by the said Allottee/s at his / her / their own cost and consequences arising out of the same. The word defect here means only the manufacturing and workmanship defect caused on account of willful neglect on the part of the Promoter and shall not mean defect caused by normal wear and tear and by negligent use of Apartment by the occupants, vagaries of nature etc.

That it shall be the responsibility of the Allottee/s to maintain his / her / their said Apartment in a proper manner and take all due care needed

including but not limiting to the joints in the tiles in his / her / their said Apartment are regularly filled with white cement / epoxy to prevent water seepage.

That it shall be the responsibility of the Allottee/s to buy or erect wooden furniture in the said Apartment which shall be sprayed by Anti-Termite. If the Allottee/s brought or erected wooden furniture in the said Apartment without spraying Anti-Termite, the defect liability of the furniture, fixture etc., shall be comes to an end.

Further where the manufacture warranty as shown by the Promoter to the Allottee/s ends before the defect liability period and such warranties are covered under the maintenance of the said building / unit and if the annual maintenance contract are not done / renewed by the Allottee/s the Promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranty given by the vendors / manufacturers that all equipments fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it to be sustainable in proper working condition to continue warranty in both the apartments and the common project amenities wherever applicable.

That the Allottee/s has / have been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the unit / building / phase includes minor hair line cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 Degree Celsius and which do not amount to structure defect and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to be surveyed by the Project Architect, who shall submit a report to state the defects in materials used, in the structure built of the unit / building and in the workmanship executed keeping in the mind the aforesaid agreed clauses of this Agreement.

10. USE OF THE SAID APARTMENT AND THE PARKING SPACE:

The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. The Allottee/s shall use the garage or parking space only for purpose of keeping or parking vehicle/s.

11. CONVEYANCE IN FAVOR OF ORGANISATION OF APARTMENT HOLDERS:

The Promoter shall, after receipt of completion certificate of the said Apartment from the competent authority and after utilizing the entire FSI and TDR which may be permissible to be used on the said project land and subject to the receipt of all sums due and receivable from the Allottee/s, shall execute and register necessary Deed of Apartment in respect of the said Apartment in favor of the Allottee/s herein. Even after payment of entire consideration along with all the dues and receivables of the said Apartment, the Allottee/s fail/s to get executed the said Deed of Apartment from the Promoter herein, it shall not be presumed that the Promoter has violated the term and condition of this Agreement, along with the said Act and Rules made there under.

The Promoter shall within three months of **registration of Apartment Condominium**, registration of the Society or Association or Limited Company, as aforesaid cause to be transferred to the **Apartment Condominium or** Society or limited Company all the right, title and the interest of the Promoter in the said structure of the Building or wing in which the said Apartment is situated.

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

The Allottee along with other Allottee(s)s of Apartment in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the PROMOTER TO THE Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any; changes or modifications are made in the draft bye- laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative societies or the registrar of Companies, as the case may be, or any other Competent Authority.

The decision of the Promoter/Developer will be final in respect of the formation and registration of Apartment Condominium / Co.-Operative Housing Society / Limited Company / Association, etc. The Allottee will not take any objection to the same on any ground whatsoever.

12. MAINTENANCE:-

Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of **Rs.4/-** per sq. ft per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

13. The Allottee shall on before dated **NIL** keep deposited **NIL** amount with promoter for Water, Electrical meter, Etc.

14. The Allottee shall pay to the Promoter a sum of **Rs. NIL/- (Rupees NIL Only)** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the Said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

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

16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and Promoter has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- (iii) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- (iv) 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;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right,

title and interest of the Allottee created herein, may prejudicially be affected;

- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said [Apartment] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful physical possession of the common areas of the Structure to the Association of the Allottees;
- (x) The Promoter has duly paid and shall continue to pay an discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

17. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

- (i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is

situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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

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

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

to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

18. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
19. 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 shall have no claim save and except in respect of the Apartment hereby agreed to be sold to time and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.
20. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**
After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.
21. **BINDING EFFECT:**
Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or

appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

23. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / 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 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.

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 thereunder 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.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

27. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other action, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, inafter the Agreements duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Haveli Pune.

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

30. 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 A.D. **and** notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Details of Allottee

1. _____
2. _____

Both R/at. – _____

Notified Email ID: _____@gmail.com

Details of Promoter

M/S. BUNTY PROPERTIES UNIT NO. VII

Having it's office at : 37, Sagar Complex,
Kasarwadi, Pune – 411 034.

Through its Partner,

Mr. Hitendra Subhash Agarwal,
Address :Pristine Royale C1 Building Flat No.501,
Aundh Pune 7.
Notified Email ID :hiten0051@gmail.com.

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

31. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications 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.

32. Stamp Duty and Registration: -

The charges towards stamp duty and Registration of this Agreement shall be borne by the **Allottee.**

33. Dispute Resolution: -

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

34. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with

the laws of India for the time being in force and the Pune courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this agreement for sale at Pune in the presence of attesting witness, signing as such on the day first above written.

SCHEDULE –‘I’

(Above referred “Said Total Land after Sanction of layout”)

All those pieces of the land in all admeasuring "00 Hectare 29.3 Are", out of "00 Hectare 44.3 Are", out of Sr.No.27 hisa no.1A/1 admeasuring 01 h.57.79 R. situated at village Dhanori of City of Pune, Taluka Haveli, District Pune, within the limits of Registration District of Pune, Sub-Registration Taluka Haveli, Pune, and within the limits of the Municipal Corporation Pune, and bounded as under:

On or towards the:

East : By Part of Sr.No.27/1a/1

South : By Sr.No.27/2

West : By Sr. No. 67/1

North : By Road

SCHEDULE – “II”

(Above referred 'Said Apartment')

All the structure and Super structure of the Apartment bearing Number admeasuring carpet area Sq. Mtrs. (as per RERA) Together with Open Terrace carpet area admeasuring Sq. Mtrs. together with Open Balcony carpet area admeasuring Sq. Mtr. Annexed to it on the Floor, **of the Building called “51 SIBERIA” Wing ‘ ’** constructed on Sr. No. 27 hisa no.1A/1, Dhanori, Taluka-Haveli, Dist.-Pune and bounded as follows:-

East : By .
South : By .
West : By .
North : By .

SCHEDULE -'III'

Common Areas

- 1 All the Landings in the building.
- 2. All the Stair-Cases in the Building.

- 3. The Common Terrace excluding all Terraces which are annexed to the Flats and are allotted specifically.
- 4. The area of parking which will be specified by the Builder as COMMON PARKING excluding the reserved parking allotted specifically.
- 5. Solar System for Hot Water Only.
- 6. Lift with Generator Backup.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Pune in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee : (including joint buyers)

Name	Sign	Thumb	Photo
1. Mr.			
2. Mrs.			

SIGNED AND DELIVERED BY THE WITHIN NAMED
Promoter/Developer

Name	Sign	Thumb	Photo
Ms/ Bunt Properties Unit No. VII through its Partner Mr. Hitendra Subhash Agarwal			

Confirming Party/Land Owner

Name	Sign	Thumb	Photo
M/s. BANSAL BUILTCON through its Partner Mr. Kunal Suresh Bansal			

IN PRESENCE OF THE WITNESSES:-

Name	Sign	Address

ANNEXURE – A

DETAILS OF THE TITLE REPORT

ANNEXURE B

Authentic copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Promoter to the Project Land.

ANNEXURE-C

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

ANNEXURE-D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchase by the Allottee as approved by the concerned Local Authority)

ANNEXURE-E

(Specifications for the Apartment)

Specifications, Common Amenities and Special Features agreed to be provided by the Promoters in/for the Said Unit /**51 SIBERIA** Project.

A] Specifications-

STRUCTURE	: R.C.C Frame Structure.
EXTERNAL WALLS:	5"/6" Bricks / AAC Block Work.
FLOORING	: 600 x 600mm vitrified tile in entire Flat with skirting. Antiskid Ceramic Tiles flooring in terraces.
PLASTER	: External Walls in Sand Faced and External Walls with Neeru Finish Plaster.
GLAZED TILE	: 7' feet height in Bathroom and Toilet.
KITCHEN PLATFORM	: Granite Kitchen Platform with Stainless Steel Sink. Glazed tile dado up to lintel level above kitchen Platform.
DOOR FRAMES	: Marble /Granite Door Frames for Toilets/Bathroom. Wooden Door Frames for Bedroom and Terrace.
DOOR	: Light Weight PVC doors in Toilet and Bathrooms. Laminated / Flush Doors for Bedrooms and Terrace.
MAIN DOOR	: Laminated Main Door.
PAINTING	: Oil Bond Distemper in Entire Flat.
PLUMBING	: Concealed Plumbing with Good quality CP Fittings.
ELECTRICALS	: Concealed Electrical Wiring with Modular Switches.
WINDOW	: Powder Coated Aluminum Sliding Window.

ANNEXURE-F

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

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