



SHREE GAJANAN PRASANNA

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and executed at Pune on this _____ day of _____ in the year 20____.

BETWEEN

SHRI. ARUN PITAMBER SHETH,

PROPRIETOR M/S. ARUN SHETH AND COMPANY,

PAN No. **ACGPS6044Q** AADHAR No. **412007289482**,

Age about **70** years, OCCUPATION **BUSINESS**

Office at S.No.45/4, Karve Nagar, Sheth House,

D.P. Road, Near Devdatta Society, Pune-411 052.

Hereinafter called as "OWNERS AND PROMOTER/DEVELOPERS," (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Promoter, Builder and the Developer and/or all person/s claiming under or through the said PROMOTER, and their present and future partners, legal heirs, representatives and assigns); PARTY OF THE FIRST PART,

AND

1. _____

Age about ____ years, Occupation _____

PAN No. _____ AADHAAR No. _____

2. _____

Age about ____ years, Occupation _____

PAN No. _____ AADHAAR No. _____

Both Residing at: _____

Hereinafter referred to as "THE ALLOTTEE" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heir/s, legal representative/s, administrator/s, executor/s and assigns); THE PARTY OF THE SECOND PART;

WHEREAS The property bearing S. No. 45/5/6/A/1/NA/Plot/A admeasuring an area of 30.8021R, S. No. 45/5/6/A/2/NA/Plot/B admeasuring an area of 248.2504R, and S. No. 45/5/6/A/3/18m/DP Road admeasuring an area of 26.9475R, (Old S. No. 45/5, 45/6/7/1, 47/4/1/2, 47/5, 47/5/1, 47/5/2, 47/6/1) lying and being situated at Mouje Village Punawale, Tal – Mulshi, Dist – Pune within the limits of Pimpri Chinchwad Municipal Corporation, the property more particularly described in **Schedule A** herein under written, the total entire property is admeasuring 00 H. 306 R i.e. 30600 Sq. Mtrs. all the above Survey numbers have been amalgamated purchased by the Party of the First Part from the owners vide their sale deeds, the Party of the First Part purchased the said properties by executing various sale deeds duly registered before sub-Registrar Haveli No. 14

The total plot area admeasuring 30600 Sq. Mtrs. is held by Shri. Arun Pitamber Sheth. Out of the total area as mentioned above, Shri. Arun Pitamber Sheth handed over the land admeasuring 2694.75 Sq. Mtrs. in favour of Pimpri Chinchwad Municipal Corporation for road. The project of construction as per layout which is sanctioned by P.C.M.C. vide layout Sanction No. BP/Layout/Punawale/15/2019 dated 30/3/2019. The said layout is the plot B Area admeasuring 24825.045 Sq. Mtrs. and the P.C.M.C. sanction the building/s for construction; and the remaining area of plot A, 2595.55 Sq. Mtrs or more is/will beretain by the owner Shri. Arun Pitamber Sheth. Out of the area admeasuring 30600 Sq. Mtrs. Arun Pitamber Sheth is constructing the buildings as per sanction plan by the P.C.M.C. on plot B admeasuring 24825.045 Sq. Mtrs. Considering this fact Mr. Arun Pitamber Sheth is having plot A and Plot B i.e. admeasuring an area of 2595.55 Sq. Mtrs. and 24825.045 Sq. Mtrs. respectively; in view of the above the owner/promoter Shri. Arun Pitamber Sheth submitted the plan to the P.C.M.C. for construction of building/s phasewise on plot B only, and the P.C.M.C. has sanctioned the building plan/s vide layout sanction number as above and issued commencement Certificate under No. BP/Punawale/15/2019 dated 30/3/2019.

AND WHEREAS the Party of the First Part desires to construct the building/s on the project land (Plot B) admeasuring area 24825.045 Sq. Mtrs. out of the above mentioned total plot 30600 Sq. Mtrs. (hereinafter referred to Project Land).

AND WHEREAS the Party of the First Part represented that based on the various Sale Deeds, the Party of the First Part, has become an absolute Owner of the said landed properties and their names are recorded in the record of rights of the said properties as absolute Owners, and the said Owners have clean and clear marketable title of the said properties which are free from all encumbrances and reasonable doubts;

AND WHEREAS the said Promoter/Owner, pursuant to the right, title and interest conferred upon it by the aforesaid documents, has decided to implement Construction Scheme on the said Project Land/s and to sell out the Tenements, Flats, Shops, Offices, Godowns, Units, Pent House, etc.; to accept the consideration by any mode and to execute and to get registered the requisite documents, such as Agreements for Sale, Sale Deeds, etc., in favour of the intending Allottee/s;

AND WHEREAS the Pimpri Chinchwad Municipal Corporation, Pimpri, sanctioned Building/s Plan, in respect of the said Project Land/s and issued **Commencement Certificate No. BP/Punawale/15/2019 dated 30/03/2019**, with respect to the area admeasuring 24825.045 Sq. Mtrs. (Plot B) vide **Commencement Certificate No. BP/Punawale/02/2020 dated 14/01/2020**.

AND WHEREAS the said Promoter, applied for N.A. permission to use the said Project Land for Residential and Commercial purpose and accordingly, the Collector, Pune, by its **Order No. SR/47/2019 dated 13/05/2019**, granted N.A. permission;

AND WHEREAS the said Project is known and styled as "ANIKA PICCADILLY"; and phase 1 of the said project is known and styled as "ANIKA PICCADILLY, BUILDING - AB". A Wing and B Wing

AND WHEREAS having come to know about the commencement of construction of the said proposed building/s, the Allottee /s approached the OWNER/PROMOTER, herein, with a view to purchase one of the Apartments/Flats/Units out of the proposed building AB, (Phase no.1);

AND WHEREAS the Allottee/s Purchaser/s demanded from the Owner/ Promoter, herein, has allowed inspection to the Purchaser/s of all the documents of title of the said properties, the aforesaid Sale deeds, Articles of Agreement/s, Power of Attorney/s, list of amenities and specification, N. A. order, plans, designs and specifications, etc., prepared by the Owner/ Promoter, Architects and all such other requisite documents, N.O.Cs. obtained from the concerned Departments, as are specified under the Real Estate (Regulation and Development Act, 2016), (hereinafter referred to as "the said Act")

and the rules made there under and the Purchaser/s has/have had such title verified through his/her/their independent Advocate and got himself/herself/ themselves, fully satisfied about the marketable title of the Owner, Promoter, Builder and the Developer in respect of the said properties and no document is, remained to be provided with, by the Owner, Promoter, Builder and the Developer unto the Purchaser/s herein;

AND WHEREAS the copies of certificate of title is issued by MR. RAVINDRA PATWARDHAN, ADVOCATE of the Promoter, copies of the property card or extract of 7/12 or any other relevant revenue record showing the nature of the title of the Owner, Promoter, to the said properties on which Apartments/Flats/Units, etc., are constructed or are to be constructed and the copies of the plans and specifications of the Apartments/ Flats / Units, agreed to be purchased by the Apartment/Flat/Unit Purchaser/s and approved by the concerned local authority / authorities, are annexed hereto;

AND WHEREAS the Owner, Promoter would be developing the aforesaid Project Land, in phase wise manner by constructing buildings which shall have common amenities for entire property/project. The Owner, Promoter would be constructing 11 Residential buildings/wings (ground floor parking + 2 podium parking + 16 floor) 1 MHADA Building (ground floor parking + 2 podium parking + 12 floor) comprising of a number of Apartments/shops/commercial units along with a Club House on the said property in the project named as "ANIKA PICCADILLY"; by using, utilizing and consuming the Floor Area Ratio/ Floor Space Index ("FAR/FSI") TDR, Paid FSI, Premium FSI to the extent permissible under standard Building Bye-Laws and Development Control Regulations ("DC REGULATIONS) of 'B' and 'C' class Municipalities Councils, framed under the Maharashtra Regional and Town Planning Act, 1966;

AND WHEREAS as a first Phase, as per PCMC sanction, the Owner/Promoter would be constructing building 'AB' - having Ground Parking Floor + Two Podium Parking Floor + 16 floors, and MHADA building - having Ground Parking Floor + Two Podium Parking Floor + 12 floors, which is more particularly described in the FIRST SCHEDULE hereunder written (Hereinafter referred to as "**the project land**") and to construct thereon building/s;

AND WHEREAS the Owner/Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Owner/Promoter is in possession of the project land;

AND WHEREAS the Allottee is offered an Apartment more particularly described in SCHEDULE-A written hereunder (herein after referred to as the **said "Apartment"**) in the 'AB' building (herein after referred to as the said "Building") being constructed in the Project land by the Promoter;

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect PANKH DESIGNING SPACES, PUNE, registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter, has appointed a Structural Engineer G.A.BHILARE CONSULTANTS PRIVATE LIMITED, PUNE, for the preparation of structural design, etc., of the building/s and the Promoter accepted the professional supervision of the Structural Engineer till the completion of the building/s;

AND WHEREAS by virtue of the above Sale Deeds, the Owner/Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Owner/Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Owner/Promoter has given inspection to the Allottee of all the documents including Search and Title Report, Court papers, etc., of title relating to the project land and the plans, designs and specifications prepared by the Promoter's said Architects 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 and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by advocate of the Owner/Promoter, authenticated copies of extracts of 7/12 showing the nature of the title of the Owner/Promoter to the Project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure II**, respectively;

AND WHEREAS the authenticated copies of the plans of the Layout as approved by Pimpri Chinchwad Municipal Corporation have been annexed hereto and marked as **Annexure 'III'**;

AND WHEREAS revisions/deviations proposed by the Owner/Promoter as recommended by the Architect/ Engineer would be submitted subsequently;

AND WHEREAS as mentioned above the Owner/ Promoter is proposing development of a project "ANIKA PICCADILLY" comprising of 11 Buildings/wings or more (Ground Parking Floor + Two Podium Parking Floor + 16 floors), 1 MHADA building (Ground Parking Floor + Two Podium Parking Floor + 12 floors); consisting of residential and commercial units. All common amenities and services are to be shared by all the above said buildings in the project "ANIKA PICCADILLY" as per the approved Building Plan, for smooth functioning of the said Project; At present only AB Building AND MHADA Building is Registered in MahaRERA as phase 1.

AND WHEREAS the Promoter may go for formation of a building wise or phase wise Society/apartment association and thereafter Apex Body / Company for entire project; as permissible under prevailing local laws; including separate and/or combine Residential and/or Commercial Units ;

AND WHEREAS the authenticated copies of the plans of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure 'IV'**;

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to 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 including revised permissions to minor deviations, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;

AND WHEREAS the Owner/Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

AND WHEREAS the carpet area of the said Apartment is square meters and "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 appurtenant to the said Apartment for exclusive use of the Allottee 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 the area of the Apartment is worked out & mentioned as per the circular issued by RERA Authority.

AND WHEREAS the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS the Owner/Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016, with the Real Estate Regulatory Authority at no. **P52100022784**, dated. **18-05-2020**; authenticated copy is attached in Annexure 'F';

AND WHEREAS under section 13 of the said Act, the Owner/Promoter is required to execute a written Agreement for sale of said Apartment with 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 Owner/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment and the garage/covered parking;

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

1. The Owner/Promoter shall construct the said building 'AB' (phase 1) having Ground Parking Floor + Two Podium Parking Floor + 16 floors, in accordance with the plans, designs and specifications as may be approved by the concerned local authority from time to time which is more particularly described in the FIRST SCHEDULE hereunder written (Hereinafter referred to as "**the project land**") and to construct thereon building/s phasewise.

1.1 The owner/promoter/developer will be developing the said land phasewise, by constructing 12 or more buildings/wings including MHADA, consisting of residential and commercial units; after utilizing available FSI/TDR, and the allottee is aware of this fact and he/she/they have given her/his/their irrevocable consent for the same. To fulfill parking requirements owner/promoter/developer will be constructing two podium slabs; and one basement for commercial units as per PCMC requirement.

1.(a) The Allottee hereby agrees to purchase from the Owner/Promoter and the Owner/Promoter hereby agrees to sell to the Allottee Apartment No. AB Building - Wing in Project **"ANIKA PICCADILLY" Phase 1** carpet area admeasuring sq.mtrs. Excluding terrace carpet area sq. mtrs. and balcony carpet area sq. mtrs. on Floor more particularly

Only) including 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 -II,

The total aggregate consideration amount for the apartment including covered parking spaces is thus **Rs. _____/- (Rupees Only)**

1.(c) The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ Only) and hereby agrees to pay Promoter the balance amount of Rs. _____/- (Rupees _____ Only)

8

PAYMENT PLAN

% of Work	Amount Rs.	Details
10%		At the time of Booking
20%		Within 10 days after Execution of this Agreement
15%		On completion of the Plinth of the building/wing in which the said Apartment is located.
5%		On completion of the podium Slab of the building in which the said Apartment is located.
5%		On completion of the 5th Slab of the building in which the said Apartment is located.
5%		On completion of the 9th Slab of the building in which the said Apartment is located.
5%		On completion of the 13th Slab of the building in which the said Apartment is located.
5%		On completion of the 17th Slab of the building in which the said Apartment is located.
5%		On completion of the Walls, internal Plaster, Flooring
5%		On completion of the staircases, lift well RCC, lobbies up, to the floor level doors and windows of the said Apartment.
5%		On completion of the external plumbing and external Plaster
5%		On completion of External Finishing, Elevation, Terraces and Water Proofing.
5%		Completion of Lifts, Water Pumps and Electrical Fittings.
5%		At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of completion certificate, whichever is earlier
100%	_____/-	Total Amount

(Rupees _____ Only)

It is hereby clarified that the Owner/Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Building in which the said Apartment is located and the Owner/Promoter shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the hereinabove Payment Plan and to demand from the Allottee/s the aggregate of the installments towards the agreed consideration mentioned in such installments.

1(d) The Total Price above excludes stamp duty and registration charges, Taxes (consisting of tax paid or payable by the Owner/Promoter by way of 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 paid or payable by the Owner/ Promoter up to the date of handing over the possession of the Apartment) and which shall be borne by the allottee as and when applicable.

1(e) The Total Price 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(f) The Owner/Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments as mutually decided by and between the parties.

1(g) The Owner/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 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Owner/Promoter. If there is any reduction in the carpet area more than 3% of the defined limit, then the Owner/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(h) The Allottee authorizes the Owner/Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her name as the Owner/Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

1 (i) (a) The Allottee shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ any other taxes / cess/ charges/ duties on the said Apartment and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate of the said Apartment.

(b) If at any time, after execution of this agreement, any tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover tax/ value added tax/ works contract tax/ service tax, or Goods and Service Tax or any such tax penalties et cetera, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the Project land or the said Apartment or the said agreement or the transaction herein, shall exclusively be borne and paid (and the same is paid, reimburse) by the Allottee. The Allottee hereby, indemnifies the Owner/Promoter and the Allottees's organisation from all such levies, cost and consequences. The Allottee shall pay the amount of such service tax as may be called upon by the Owner/Promoter, either to the Owner/Promoter or in any specific account for collection of service tax as may be directed by the Owner/Promoter. The Allottee shall not be entitled to possession of the said Apartment, unless he/she/they pay/s such amount of service tax.

2.1 The Owner/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 Owner/Promoter shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee, 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/them 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").

3.1 The Owner/Promoter hereby declares that the Floor Space Index available as on date in respect of the entire project land, for the whole project (11 buildings/wings or more) is 25037.29 square meters only (excluding MHADA building) and Owner/Promoter has planned to utilize Floor Space Index of 20108.29 square meters or more, by availing of TDR and/or other FSI i.e. FSI available after MHADA building and FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said entire Project (11 buildings and 1 MHADA building).

The Owner/Promoter has disclosed the Floor Space Index of 7571.84 square meters., as proposed to be utilized by him/her/them for the AB building/wings; and 4469.18 square meters for MHADA building in Phase 1, 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 Owner/Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

3.2 The Owner/Promoter (without prejudice to the other rights and remedies in this agreement and in law) shall be entitled, without any reference to the Allottees and/or organization/s of the Allottees to develop the said Project Land, by putting 12 and or more buildings/wings (consisting of residential and commercial units) and/or to dispose of such building as may be permissible.

3.3 Notwithstanding anything contained anywhere in this Agreement, the Allottee hereby declares, confirms and agrees that:

(a) The Owner/Promoter has also reserved all its rights to use, utilize and consume the Floor Area Ratio/ Floor Space Index ("FAR/ FSI") originating from the physical area of the project land either as Floating Floor Space Index or otherwise, so also to use the same in a

manner and at a location, either in phased manner or otherwise, as may be exclusively decided by the Promoter,

(b) In the layout of the said Project Land, services such as underground water tank, Sewage Treatment Plant and Organic waste converter, MSEDCL Transformer, are common for all Residential, Commercial and MHADA buildings.

(c) A buildingwise/phaseswise Co-operative Housing Society/apartment association may be formed and registered; and thereon co-operative housing society/apex body/company for entire layout of the said Project Land.

(d) The conveyance of the entire layout on the said Project Land together with the buildings constructed thereon, shall be executed by the Promoter only in favour of co-operative housing society/Apartment Association/Company/ Apex Body, as may be decided by the Owner/Promoter.

(e) the Owner/Promoter shall be entitled to compensation from the Allottee in case any obstruction or impediment of any nature raised by and on behalf of the Allottee to the development of the project land and/or other pieces of land adjoining to the project land either by amalgamation and/or consumption of FAR/FSI/TDR for any building thereon, without prejudice to the rights of the Promoter to terminate this agreement on such obstruction or impediment being raised by the Allottee,

4.1 If the Owner/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 Owner/Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Owner/Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Owner/Promoter.

4.2 Without prejudice to the right of Owner/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 any default of payment of installments, the Promoter at its /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/by hand at the address provided by the allottee/ by mail at the e-mail address as mentioned in Clause No. 26, provided by the Allottee, of his/her/their 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.

5. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee after deduction of 10% of the sale consideration of the Apartment as liquidated damages, all the installments which may till then have been paid, within a period of thirty days of the termination. In the event of termination of Agreement as aforesaid the Allottee will not be entitled to claim/demand any interest and/or compensation from the Promoter.

Notwithstanding anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against the Allottee on facts and in law on and/or as a result of such termination, shall however, be adversely affected or prejudiced.

6. The Promoter shall give possession of the said Apartment to the Allottee on or before 30-06-2026. If the Owner/Promoter fails or neglect to give possession of the Apartment to the Allottee on account of reasons Beyond its/ his control and of its/his agents by the aforesaid date, then the Owner/Promoter shall be liable on demand to refund to the Allottee the amounts already received by him / it ,in respect of the said 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 Owner/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 –

- i. war, civil commotion or act of God;
- ii. any notice, order, rule notification of the Government and/or other public or competent authority/court.

- iii. the Allottee has committed any default in payment of installment as mentioned in Clause No. 1(c) (without prejudice to the right of the Promoter to terminate this agreement under Clause 4.2 mentioned herein above),
- iv. any extra work/addition required to be carried in the said Apartment as per the requirement and at the cost of the Allottee,
- v. non-availability of steel, cement or any other building materials, water or electric supply,
- vi. any delay on the part of the Office of the Collector, Pune or any other Public Body or Authority, including the M.S.E.D.C.L, in issuing or granting necessary Certificates / Noc's / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Project under construction by the Promoter on the said land,
- vii. any other reasons beyond the control of the Promoter,

7.1. Procedure for taking possession –

The Owner/Promoter, upon obtaining the occupancy certificate from the competent authority, shall within 7 days thereof offer in writing the possession to the Allottee, which shall be handed over upon receipt of payment as per agreement from the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter/Owner. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be from date of intimation that the said Apartments are ready for use.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the Owner/Promoter to the Allottee intimating that the said Apartment is ready for use and occupancy:

7.3 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 said 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 said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2 such Allottee shall continue to be liable to pay

maintenance charges as applicable from date of intimation given by the Promoter that the said Apartment is ready for use.

7.4 (a) The construction of buildings in the present Project, is in the form of a combination of conventional R.C.C. type construction with conventional use of building material like bricks or blocks. The building/s will be of floor slabs. The Allottee is thus made aware that the construction is as per said technology. Therefore, the Allottee agrees and undertakes, not to demolish any internal as well as external walls or structure of the said Apartment or any part thereof, nor to undertake extensive interior or, enclosure works which may cause damage thereto, since it may cause damage to the structure as a whole of the entire building. Failure on the part of the Allottee to take this precaution and care, shall be a breach of essential term of this agreement, entailing consequences of termination in terms hereof, amongst other civil and criminal proceedings.

(b) Except in the event of default in 7.4(a) above, 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 Owner/Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Owner/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 Owner/Promoter, compensation for such defect in the manner as provided under the Act, provided regular maintenance and due care has been taken by the Allottee to keep the Apartment in good conditions and repairs.

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Apartment 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. If any of such works are carried out without the written consent of the Owner/Promoter, the defect liability automatically shall become void.

The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Owner/Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. Open

Parking shall be allotted by Society/Apartment Association/Company/Apex Body allotment, as per directions given by promoter.

9. The Allottee along with other allottee(s)s of Apartments shall join in forming and registering the Society to be known by "ANIKA PICCADILLY Co-operative Housing Society Ltd" or some such name as the Owner/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 and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Owner/Promoter within seven days of the same being forwarded by the Owner/Promoter to the Allottee, so as to enable the Promoter to register the common organisation 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 casemay be, or any other Competent Authority.

9.1 (a) As mentioned herein above, a single/Multiple or Separate Co-operative Housing Society may be formed and registered for the buildings in the layout of the said Project land. The Owner/Promoter shall submit the application to the Registrar for registration of the Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 within three months from the date on which 51% of the total number of allottees in the said Project have booked their apartment.

(b) The Promoter shall execute conveyance in respect of the entire undivided or inseparable land underneath all buildings/ wings along with structures of basements and Podiums constructed in a Layout of the said Project Land comprised in 12 or more buildings, in favour of a Co-operative Housing Society, subject to force majeure or the circumstances beyond the control of the Promoter and also subject to reasonable extension and also subject to the Rights of the Owner/Promoter to dispose off the remaining Apartments, if any, .

Provided that, after conveying the title to the association of allottees as mentioned in above clause No.9.1(b)above, the Owner/Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any apartment or building which is still not sold or allotted and shall be allowed to do so by the Co-operative Housing Society without any restriction on entry of the building and development of common areas; and to make any addition or alteration or repairs in the unsold flats.

Provided further that, in such case, the Owner/Promoter shall be permitted the entry of premises of the building and common areas to also discharge his obligations to rectify the defects as mentioned in Clause No. 7.4(b).

(c) Under no circumstances, the Allottee or the organization of the Allottees shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee including in their share of contribution in main tenance charges either to the Owner/Promoter or to any other agencies or authorities, is actually paid by such Purchaser/ organization of purchasers,

(d) All expenses relating to such conveyance such as stamp duty, registration fees and other incidentals shall be borne and paid exclusively by the Allottee.

9.2 (a) Within 15 days after notice in writing is given by the Owner/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 Owner/Promoter such proportionate share of outgoings as determined by the Promoter as per rates given below:

Common Maintenance for the building or buildings where the said Apartment is located is **Rs. 50,000/-** per Apartment payable by the Allottee to the Promoter at the time of possession. This Common Maintenance amount is for the period of 1 (one) year from the date of Completion.

The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Owner/Promoter till 1 (one) year from registration of Co-operative Society. The Promoter shall be entitled to entrust maintenance of common areas and facilities to Co-operative Society of the Allottees even prior to the said period, in which case, the Promoter shall also entrust the balance remaining amount received from the Allottees till then.

The Allottees who have not paid to the Owner/ Promoter, the above said maintenance amounts, such amounts shall be recovered by the Society/Apartment Association/Company/Apex Body, that would be formed.

(b) The maintenance amount / outgoing charges mentioned above, may/shall include following items:

- 1) Housekeeping and cleanliness
- 2) Maintenance contracts of lifts, generators, Sewage Treatment plant (STP), pumping system, water pumps, CCTV cameras, Organic Waste Converter (OWC), Tank cleanings, Fire Fighting Equipment's, PV solar System, intercom
- 3) Running cost of all the equipments and instruments above which would be payable by the Allottee thereof in equal share together with other Allottee in the concerned building.
- 4) Common electricity bills for common area of buildings and common areas of the Society
- 5) Security charges
- 6) Gardening charges
- 7) Running expenses for clubhouse, (Gym)
- 8) Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses
- 9) Non Agricultural taxes and any other similar taxes
- 10) Pest control expenses
- 11) Expenses incurred for maintenance of common service lines & replacements of electric switches /light points.
- 12) Elevator repairs & maintenance contracts along with lift inspection charges.
- 13) Firefighting certification
- 14) Operational and electricity charges for the sewage treatment plant for the Society

15) Environment clearance fees / MPCB fees and respective compliances.

16) Property tax for Club House

17) PCMC water bill,

18) Society and managing committee administration,

19) Insurance for building/ Apartments/ equipments/ machinery, towards theft, fire etc. and any other such expenses,

20) Property taxes of individual building/ Apartments and common amenities etc.

21) Any other taxes, levies, cess etc. of the property,

22) Any other statutory charges,

23) Repairs of the building for leakages, seepage to the property or any part thereof.

24) Wear and tear charges.

25) Repair / replacement of electric motors/pumps/footvalves etc.

25) Overhead water tanks / Underground water tank cleaning.

26) Expenses of water as may be required to be purchased from private sources and all other related expenses.

(c) The maintenance amount mentioned above in (a), shall be maintained by the Promoter in a separate account, and shall be used and utilised by the Promoter as listed, only for common maintenance of the said project. Until handing over responsibility of the same to the Co-operative Society.

(d) The Roll out of maintenance of the proposed Co-operative Housing Society, will be in phases The Allottee has been informed the certain services are common to the entire Society and that therefore until they are operated at designated capacity and sufficient occupancy is reached, there may be variations in the performance of such services.

(e) The Allottee has understood the entire scheme of maintenance in detail. The Allottee admits and agrees to the same, so that the maintenance of the entire complex is not hampered in any way due to lack of or non payment by the Allottees.

(f) It is also clearly understood that this shall not preclude such society or the Promoter, from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottees, provided the decision to that effect is duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Allottee/s.

(g) Such society or the Promoter shall be entitled to claim interest, on the arrears of such charges from the defaulting Allottees, without prejudice to the other rights and powers of the organization.

(h) Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or society of Allottees after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Allottee shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Owner/Promoter and/or society and/or federal society, as the case may be.

(i) The entire operations and maintenance of the buildings and or the common amenities is being carried out either by the Owner/Promoter or the society, on behalf of the Allottee and for the benefit of the residential community as a whole. Under no circumstances and no grounds the Allottee shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of this agreement, entitling the Promoter to terminate this agreement, without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with interest at the rate of 2% per month. Outstanding amount shall remain as a charge on the said Apartment.

(j) All documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws and Maharashtra Pollution Board, Rules and Regulations, entered into by the Promoter shall be binding upon the Allottee and on the organization of the Allottee. The Purchaser shall be bound and hereby undertakes to and continues to observe, comply with and follow all directions issued by them.

(k) The Allottee and the organization of the Allottee shall comply with all requisitions, terms, conditions and documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws, Rules and Regulations.

(I) The Allottee hereby agrees and confirms that the Owner/Promoter shall be availing water supply for the buildings on the said Project land/ project from the Pimpri-Chinchwad Municipal Corporation. However, in the event that any water is required to be purchased from private sources, the Allottee herein shall be liable to contribute expenses thereof at actual in proportion as may be required.

10. At the time of registration of conveyance, the Allottee shall pay to the Owner/Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Society on such conveyance.

11. REPRESENTATIONS AND WARRANTIES OF THE OWNER/PROMOTER

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

- i. The Owner/ Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Owner/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.
- iv. There are no litigations pending before any Court of law with respect to the project land or Project.
- 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 Owner/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 Owner/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 Owner/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. The Owner/Promoter has duly paid and shall continue to pay and 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, till the possession of the Apartment;

x. 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.

12. The Allottee/s himself/herself/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/her/their 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 Owner/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 regulations 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, Pardis 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 Owner/Promoter within fifteen days of demand by the Promoter, his/her/their 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 project land on which the building in which Apartment is situated is executed in favour of Co-operative Housing Society, the Allottee shall permit the Owner/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

13. 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 him/her/them and all open 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.

14. OWNER/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

- i. After the Owner/Promoter executes this Agreement he shall not mortgage or create a charge on the said 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 agreed to purchase such Apartment.
- ii. The Owner/Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said land and/or other pieces of land which may be the subject matter for development by the Promoter.
- iii. The Owner/Promoter shall be entitled to create security either by way of mortgage or otherwise, on the Project land and/or other pieces of land which may be the subject matter for development by the Promoter in favour of such bank/s and/or financial institute and/or person.
- iv. The Allottee hereby has accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institution and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.
- v. However, the Owner/Promoter shall always keep the Allottee duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses.

15. PURCHASER'S/ALLOTTEE'S DECLARATIONS:

- (a) The Owner/Promoter herein has made full and true disclosures to the Allottee as to the title of the Promoter in respect of the project Land and TDR (if any) as well as the encumbrances, if any, known to the Promoter.
- (b) It is hereby declared that, sanctioned Layout, building plan as on date as well as Project land as per Layout Plan have been shown to the Allottee. The Promoter herein has made full disclosures to the

Allottee as to the deviations in the Plan and Layout along with the proposed changes listed in at Annexure-C2 hereinbelow. The Allottee hereby, granted his/ her/ their consent for change/ modification/ alteration of and in the Project land as well as the plans of the building as shown in Plan and Layout along with the proposed changes listed in Annexure-C2.

(c) The Owner/Promoter herein had also called upon the Allottee to carry out the search and to investigate the marketable title of the Owner/Promoter, in respect of the project Land by appointing his/ her own independent Advocate.

(d) As required by the Allottee ,the Owner/Promoter herein has given all information and all the requisite documents pertaining to the Project Land and the Project to the Allottee herein and the Allottee/s has/have personally as well as through independent Advocate acquainted and got ascertained with all the facts as to the marketable title of the Promoter in all respects and after thorough investigation and such satisfaction and acceptance of title, concluded the contract and has entered into this agreement.

(e) The Owner/Promoter herein has specifically informed the Allottee and the Allottee herein is also well aware that the Promoter herein is developing the scheme under the name "**ANIKA PICCADILLY**" on the said Project Land, with an intention to have the homogeneity in the scheme as to landscaping, heights and elevation of the building/s, outer colour scheme, terrace, windows and grills, etc. and hence the Allottee or any owner or occupier of the tenement/s in the building/s or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme effect changes in the external elevations, or to erect any outer extension by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water/ water of adjacent terraces/ sit outs/ roofs shall always have proper flow and should not obstruct the same in any manner. The Allottee herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sell the said Apartment to the Allottee herein on ownership basis, subject to the terms and condition of this agreement.

(f) The Allottee herein declares that in "**ANIKA PICCADILLY**" project, the Promoter herein is providing amenities/ material/ plant

and equipment in common facilities like club house, and which has to be operated/ used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of the units to buyers of the tenements, the Society shall set it's own norms for use of common amenities in order to avoid due to misuse, injuries and casualties/ calamities and any damages of whatsoever nature caused to any person or property and for which the Promoter will not be responsible.

(g) The Owner/Promoter has a right to and shall install at the top of the overhead tank of any building/s or at any other appropriate place, neon sign of the project name "**ANIKA PICCADILLY**" and the electricity required for such neon sign shall be drawn from the common electricity meters or by a separate meter specifically installed for the above neon signboard, at the discretion of the Promoter.

(h) All documentary formalities as may be prescribed by the concerned authorities under the provisions of the concerned Laws, Rules and Regulations, applicable to the Scheme, entered into by the Promoter shall be binding upon the Allottee. The Allottee shall be bound and hereby undertakes to and continue/s to observe, comply with and follow all directions issued by them.

(i) The Allottee shall comply with all requisitions, terms, conditions and documentary formalities as may be prescribed by the concerned authorities under the concerned Laws, Rules and Regulations.

(j) Till execution of the Conveyance, the Allottee herein admits and agrees that the Owner/Promoter herein is entitled to represent the Allottee and on behalf of the Allottee give consent, affidavit, undertakings, NOC's and do all necessary things in all matters regarding property tax assessment, reassessment, availment of water connections to the said Apartment, building in the Project '**ANIKA PICCADILLY**' before all concerned Authorities, Government Authorities, semi-government Authorities such as Planning Authority, MSEDCL, MSRDC, MPCB, Environment Committee of Maharashtra/Union Government etc and decisions taken/compliance made by the Promoter in this regard shall be binding on the Allottee herein, and whatever acts done by the Promoter on behalf of the Allottee shall stand ratified and confirmed by the Allottee, by this document itself.

(k) That the entire project has multiple buildings. Therefore, Club House and other amenities, such as Garden, Gym, swimming pool etc., which are to be developed in Open space, shall be made available on completion of the Entire Project and the Allottee has given his/ her/their irrevocable consent for the same.

(l) That the Owner /Promoter has all the rights to change the location of STP, OWC ,TRANSFORMER, GENERATOR, UGWT ETC., as per their convenience, and the Allottee has given his/ her/their irrevocable consent for the same.

(m) That it is made clear to the Allottee, that the Owner/ Promoter, is going to erect up to 11 buildings/wings [ground parking + two podium parking + 16 Floors (consisting of residential and commercial units)] or more if additional FSI/TDR is available; and 1 MHADA building (ground parking + two podium parking + 12 Floors), by utilizing the available FSI and/or TDR and/or premium FSI. The Allottee has given his/ her/their irrevocable consent for the same. The present sanction and rera registration is for only phase 1 (consisting of AB building and MHADA building). AB building is ground parking + two podium parking + 16 Floors sanctioned. MHADA building is ground parking + two podium parking + 12 Floors sanctioned.

(n) The Allottee is made aware of commercial units to be constructed phase wise as per developers choice, purchaser will not raise any objection in future regarding use of commercial units, Allottee will give NOC for any use made for commercial units such as FNL / wine shop / showrooms / restaurants / clinics / hospitals / schools etc. on demand if required or Owner/Promoter may give the commercial premises on rental or lease basis or contract basis to any other institute / company / organization or individual and the purchaser will not raise any objection in future.

(o) That the Owner/ Promoter, has reserved all the rights to revise and or modify the sanctioned Building Plan, without affecting the area of the Apartment. The Owner/Promoter, may revise the sanctioned Plan with respect to the enclosed Balcony, terraces, staircase, passage or lift ducts by paying premium to PCMC. The Allottee has given his/ her/their irrevocable consent for the same.

(p) The Promoter hereby declares that the height of the flat/ unit mentioned in the sanctioned plan is slab top to slab top, inclusive of upper slab thickness, slab plaster thickness and flooring thickness,

which includes the required mortar (machan) and the thickness of tiles Hereby the Allottee(s) has agreed to the same.

(q) Purchaser/Allottee/s hereby Agrees that The present Agreement shall supercede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.

(r) The Promoter hereby declares and clarify that all allottees will also have undivided proportionate share in the Common Areas. Since the share / interest of all the Allottees in the Common Areas is undivided and cannot be divided or separated, Allottees shall use the Common Areas along with other occupants without causing any inconvenience or hindrance to them. We confirm and Allottees herein agree that all the parking slots in the project, irrespective of covered / open will be a part of the limited/restricted common amenities/facilities in the project. As there is mixture of Open & Covered Parking Slots, to avoid disputes later amongst the Allottees in the project, We herein have taken your confirmation & Allottees hereby confirm that Allottees have opted for Exclusive Use of Open / Covered Parking slot/s as mentioned and Allottees would not object to the right of any other Allottee in the project of exclusively using Covered / Open parking slot/s per apartment. All these Parking Slots will be fairly allocated, for exclusive use,. The term covered Parking Slot would not necessarily mean the Parking Slot under the slab/stilts. It could be covered by a fabricated shed with tin sheets/ poly-carbonate sheets / fabric covering. The Allottee hereby confirm and agreed to the all above mentioned.

(s) It is agreed by the Parties herein after completion of construction, there shall not be levied any maintenance charges for common maintenance and/or water charges and all other charges with respect to the unoccupied Apartments remaining unsold in the buildings on the Project land till the sale of such Apartments.

16. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Owner/Promoter does not create a binding obligation on the part of the Owner/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 Owner/Promoter. If the Allottee(s) fails to execute and deliver to the Owner/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned Sub-Registrar for its registration as and when intimated by the Owner/Promoter, then the Owner/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.

17. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, constitute the entire Agreement between the Parties with respect to the subject matter hereof and supercedes 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/building, as the case may be.

18. RIGHT TO AMEND:

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

19. 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.

20. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and

the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

21. 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 usable floor area of all the Apartments in the Project.

22. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, 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.

23. RESERVATIONS:

a. It is also understood and agreed by and between the parties hereto that the Promoter shall be at liberty to allot and grant exclusive facility or restricted/limited common areas facility attached to the concerned Apartment any open space, lobby, staircase landing, terrace, to any concerned Apartment Allottee/ Purchaser and the same shall belong exclusively to such Apartment Allottee/Purchaser, and such Apartment Allottee/Purchaser, shall be entitled for exclusive use of such garden space, terrace space, as the case may be, to the exclusion of all other Apartment Allottees/Purchasers in the building or scheme.

The Allottee hereby irrevocably granted and shall be deemed always to have granted his/ her/ their irrevocable consent for such grant and allotment of such exclusive facility or restricted facility attached to the concerned Apartment.

The open parking spaces shall be got allotted by the Society/ Apartment Association / Company, that would be formed, as per their convenience and the method that would be adopted by themselves, as per directions by promoter.

(b) All payments agreed to herein and otherwise required to be made by the Allottee otherwise, shall always be the ESSENCE OF THE

CONTRACT and failure whereof, shall be a breach of this agreement, committed by the Allottee.

(c) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said Land and the building or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to the Allottee, and open spaces, lobbies et cetera, will remain the property of the Owner/Promoter until the said Land and the building save and except any part reserved by the Owner/Promoter, is transferred to the Allottees or the said organisation. The Promoter shall be entitled to dispose of such open space, terrace, garden space, et cetera, to any Purchaser for which the Allottee hereby grants and is always deemed to have granted an irrevocable consent.

(d) Any delay tolerated or indulgence shown by the Owner/Promoter in enforcing the terms of this agreement or any forbearance or giving of the time to the Allottee by the Owner/Promoter for anything, shall not be construed as waiver or acquiescence on the part of the Owner/Promoter of any breach or noncompliance of any of the terms and conditions of this agreement by this Allottee /Purchaser nor shall the same in any manner prejudice the rights of the Promoter.

(e) The Allottee shall not, without the written permission of the Owner/Promoter, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Apartment, terrace and/or nor shall assign this agreement to any person/third party unless the entire payment along with taxes, under this agreement till then is received by the Owner/Promoter. Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law.

(f) The Allottee shall permit the Promoter and its surveyors or agents with or without workmen and other, at all reasonable times to enter into the said Apartment or any part thereof and to make good any defects found in respect of the said Apartment or the entire building or any part thereof.

24. PLACE OF EXECUTION:

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. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously

with the execution of the said Agreement it shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

25. The Allottee and/or Promoter shall present this Agreement as well as the conveyance 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.

26. That all notices to be served on the Allottee and the Owner/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 at their respective addresses specified in the title of the present Agreement.

_____(Name of Allottee/Flat Purchaser)

_____(Name of Allottee/Flat Purchaser)

_____. (Allottee/Flat Purchaser's Address)

Notified Email ID: _____

SHRI. ARUN PITAMBER SHETH.

PROPRIETOR M/S. ARUN SHETH AND COMPANY (Name of Promoter)

OFFICE AT S.NO.45/4, KARVE NAGAR, SHETH HOUSE, D.P. ROAD, NEAR

DEVDATTA SOCIETY, PUNE-411 052 (Promoter Address)

Notified Email Id: info@arunshethco.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.

27. 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.

28. Stamp Duty and Registration:

The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee, stamp duty for this transaction is payable as per the Maharashtra Stamp Act, 1958, Schedule-1, Article 25 (d).

The parties hereto shall be entitled to get the aforesaid stamp duty, adjusted, leviable on the conveyance, which is to be executed by the Promoter and the Owners herein in favour of the Allottee/s herein. If any additional stamp duty or other charges are required to be paid at the time of conveyance the same shall be paid by the Allottee/s.

29. Dispute Resolution: -

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

30. 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 courts will have the jurisdiction for this Agreement

First Schedule

All that piece and parcel property lying and being situated at Mouje village Punawale, Tal – Mulshi, Dist – Pune within the limits of Pimpri Chinchwad Municipal Corporation

S. No. 45/5/6/A/1/NA/Plot/A admeasuring an area of 30.8021R,

S. No. 45/5/6/A/2/NA/Plot/B admeasuring an area of 248.2504R,

S. No. 45/5/6/A/3/18m/DP Road admeasuring an area of 26.9475R,

Total admeasuring an area of 00 H. 306 R. (Old S. No. 45/5, 45/6/7/1, 47/4/1/2, 47/5, 47/5/1, 47/5/2, 47/6/1)

(i.e. total 30600 Sq. Mtrs.) out of the above land. The area under project land is 24825.045 Sq. Mtrs. and the same is bounded as under :-

EAST	- Sr. No. 48 and remaining S. No. 47
SOUTH	- S. No. 45/6/7/2 and remaining S. No. 47
WEST	- D. P. Road and remaining S. No. 45
NORTH	- D. P. Road and remaining S. No. 47

Schedule A

Flat no. _____ AB Building - _____ Wing in Project **“ANIKA PICCADILLY”**

Phase 1 carpet area admeasuring _____ sq. mtrs. Excluding terrace carpet area _____ sq. mtrs. and balcony carpet area _____ sq. mtrs. on _____ **Floor** and the same is bounded as under :-

EAST	- _____
SOUTH	- _____
WEST	- _____
NORTH	- _____

Schedule - II

Common areas (except those mentioned as restricted areas)

1. Side open space of the plot.
2. Proportionate undivided common right in the said land.

Common restricted area

Common Facilities

1. Drainage & water lines, electrical lines, street light.
2. Plants & Trees existing and planted in the open space of the layout.
3. Electric & water meters, MSEB common connection, pump sets etc.
4. Overhead & underground water tanks.
5. The land and the open space described in the Schedule 1 above (Subject to the right of exclusive use of parkings allotted or that will be allotted to various units).
6. The footing, RCC structures and main walls of the building.
7. Staircase and column in the building.
8. Common ground water storage tanks and overhead water reservoirs and plumbing machinery, pumps etc.
9. Compound walls, fencing and gates.
10. Lift.
11. S T P

SPECIFICATIONS

1. R.C.C. Framed structure
2. Brick Work: 6" thick external walls and 4" internal walls.
3. Gypsum Finish Internal Plaster.
4. Both Side Laminated Entrance Door with superior quality Fixtures and Fittings. Internal Flush Doors for bathrooms and bedrooms. PVC door for toilet.
5. Powder Coated aluminum windows with mosquito net.
6. Vitrified tiles for flooring.
7. Granite Kitchen platform with stainless steel sink and glazed tiles dado up to Lintel level and provision for exhaust fan.
8. Coloured glazed tiles dado full height in bathroom.
9. Concealed, plumbing with hot and cold water arrangement with good quality fittings.
10. Concealed wiring in copper conductor with quality accessories adequate number of electric points.
11. External painting with decorative colour finish in superior quality of apex paint. Internal painting of good quality distemper in pleasing shades.

Special Features

- Lift with Generator or Power backup
- Decorative Entrance Lobby
- Generator / Power backup for Common area and Water Pumps

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

Photo	Thumb	Sign
Please affix photograph and sign across the photograph		M/S. ARUN SHETH & CO. Through its Proprietor SHRI. ARUN PITAMBER SHETH Promoter
Please affix photograph and sign across the photograph		Allottee/Flat Purchaser
Please affix photograph and sign across the photograph		Allottee/Flat Purchaser
At Pune on _____ in the presence of: Witnesses 1. Sign: _____ 2. Sign: _____ Name: _____ Name: _____ Address: _____, Address _____, _____.		

