

AGREEMENT TO SELL

This AGREEMENT TO SELL is executed here at Pune, on ____/____/____

Between

Full name (capital)	M/S. CALYX LENORA REALTY LLP	
Address	Calyx House, Millennium Star Extension Building, Next To Ruby Hall Clinic, Dhole Patil Road. Pune – 411001.	
Constitution	a limited liability partnership firm duly registered under the provisions of the Limited Liability Partnership Act, 2008	
Authorised partners details	1) SHRI. GAURAV SUNIL SOMANI Age: 28 years, Occ: Business & Agriculture 2) SHRI. SHAM BHAGWANDAS LADDHA Age: 49 years, Occ: Business	
PAN	ACIFS1156R	
Web site/ E-mail	www.calyxgroup.co.in	ATULYA RAGHUKUL.pcmc@calyxgroup.co.in

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

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

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

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

and

WHEREAS by Development Agreement dated **24/01/2013** and executed between

- 1) Shree Ashok Dattu Tapkir
- Age-54 years old, Occupation – Farmer
- 2) Lata Ashok Tapkir
- Age-46 years old, Occupation – Housewife
- 3) Shree Adinath Ashok Tapkir
- Age-29 years old, Occupation – Farmer
- 4) Sadhana Adinath Tapkir
- Age-25 years old, Occupation – Housewife

5) Shree Sagar Ashok Tapkir

Age-23 years old, Occupation – Farmer

6) Ashvini Ashok Tapki

Age-24 years old, Occupation – Housewife.

7) Asavari Ashok Tapkir

Age-27 years old, Occupation – Housewife

8) Bhagwan Dattu Tapkir

Age-52 years old, Occupation – Farmer

9) Pramila Bhagwan Tapkir

Age-42 years old, Occupation – Farmer

10) Shree Navnath Bhagwan Tapkir

Age-29 years old, Occupation – Farmer

11) Priya Navnath Tapkir

Age-22 years old, Occupation – Housewife

12) Shree Pradeep Bhagwan Tapkir

Age-25 years old, Occupation – Farmer

13) Vandana Bhagwan Tapkir

Age-27 years old, Occupation – Housewife

14) Rupesh Shankar Kadam

Age-19 years old, Occupation – Student

15) Shree Ramchandra Raghunath Tapkir

Age-65 years old, Occupation – Farmer

16) Parvati Ramchandra Tapkir

Age-58 years old, Occupation – Housewife

17) Shree Prashant Ramchandra Tapkir

Age-37 years old, Occupation – Farmer

18) Namrata Prashant Tapkir

Age-30 years old, Occupation – Housewife

19) Manthan Prashant Tapkir

Age-6 years old, Occupation – Student Minor Guardian: Prashant Ramchandra Tapkir

20) Mrudula Prashant Tapkir

Age-4 years old, Occupation – Student Minor Guardian: Prashant Ramchandra Tapkir

21) Shree Kiran Ramchandra Tapkir

Age-31 years old, Occupation – Farmer

22) Sonali Kiran Tapkir

Age-28 years old, Occupation – Housewife

23) Rudrakumar Kiran Tapkir

Age-4 years old, Occupation – Student Minor Guardian: Kiran Ramchandra Tapkir

24) Rugved Kiran Tapkir

Age-1 year old Minor Guardian: Kiran Ramchandra Tapkir

25) Varsha Ramchandra Tapkir

Age-34 years old, Occupation – Housewife

26) Vidya Ramchandra Tapkir

Age-33 years old, Occupation – Housewife

27) Narmada Kisan Tapkir

Age-62 years old, Occupation – Housewife

28) Shree Dhananjay Kisan Tapkir

Age-35 years old, Occupation – Farmer

29) Yogita Dhananjay Tapkir

Age-29 years old, Occupation – Housewife

30) Shravani Dhananjay Tapkir

Age-5 years old, Occupation – Student Minor Guardian: Dhananjay Kisan Tapkir.

31) Krushna Dhananjay Tapkir

Age-1 year old Minor Guardian: Dhananjay Kisan Tapkir.

32) Shree Sachin Kisan Tapkir

Age-32 years old, Occupation – Farmer

33) Smita Sachin Tapkir

Age-28 years old, Occupation – Housewife

34) Swarali Sachin Tapkir

Age-1 years old. Minor Guardian: Sachin Kisan Tapkir

...hereinafter called as the “**OWNERS**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its plural (if any) and his/ her/

their respective heirs, successors, survivors, executors, administrators and assigns, ...of the THIRD PART,

- a. The said owners herein registered Development Agreement dtd. 24/01/2013 bearing registration no. 1020/2013 at Haveli No 17 in favour of "Samarththa Revell Properties". The said owner also has registered Power of Attorney dtd. 24/01/2013 bearing registration no. 1021/2013 in favour of Samarththa Revell Properties.
- b. Whereas the previous promoter Samarththa Revell properties applied for conversion of land use from agriculture to non-agriculture use, the Collector of Pune vide order no.**PCMC/VINISCHITI/SR/251/2015** dated **30/06/2018** granted non-agricultural purpose of Residence. So also sanctioned the plans for construction of various buildings comprising of independent blocks commonly known as "Ownership Scheme". The said Land is included within jurisdiction of PCMC (Pimpri-Chinchwad Municipal Corporation) vide approval vide dtd . 12/08/2015 bearing No. **BP/Layout/Wadmukhwadi/16/2015**
- c. On the Other Part the Owner agreed with the Promoter to Construct, Market, Sell the independent blocks in the said "Ownership Scheme" using FSI, Permissible FSI-Free area, Permissible TDR etc. available / permissible in the immovable property being piece or parcel of freehold land Bearing S.No.155/1, 155/2/1/1, 157/2/2 lying and being at Sr. No. Village Wadmukhwadi, Taluka Haveli, Dist – Pune. in the Registration Sub-District of Pune. admeasuring **29000** sq. mts. or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as "the said land").

WHEREAS by supplementary Development Agreement registration no.**3166/2018** at Haveli 01 dated **13/04/2018** Power of Attorney registration no. **3167/2018** at Haveli 01 dated **13/04/2018** executed between land owners (hereinafter referred to as "the Owner") of the Third Part and the Promoter referred to as First Part (hereinafter referred to as "Supplementary Development Agreement") to avail expertise, technical assistance & finance , the Owners pursuant to the aforesaid "Supplementary Development Agreement", sanctions & permissions received from the Local Authority grants the Promoter Development Rights in the said Land with the liberty to revise/ modify the said layout/ plans of the said land and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney; AND WHEREAS the Promoter is in possession of the said land.

- d. WHEREAS the Promoter of the First Part has applied for change of the name of LLP under rule 20 of LLP rules 2009, and changed its Name from Samarththa Revell

Properties to Calyx Lenora Realty LLP bearing the same PAN No. ACIFS1156R as per certificate of ministry of corporate affairs dated 11/07/2018.

WHEREAS

- a. The PROMOTER/DEVELOPER accordingly, appointed Architects **Mr. Jay Aeram** Pune as Architects for the said project and **Ms. G A Bhilare Associates Pvt Ltd.** as Structural Engineer for drawing the plans and supervising the construction of the building on the Plot. The Promoter/Developer reserves right to change the consultants, if required in due course.
- b. 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 obtains the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
- c. AND WHEREAS while sanctioning the said plans 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 the said building 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.
- d. The Promoter/Developer has absolute and exclusive right to carry out development, construction and allot/sell the flats/units and other premises in the building/s being constructed in the said Project **ATULYA RAGHUKUL Building No. ____** of ATULYA RAGHUKUL Project on what is commonly known as ownership basis and to enter into agreements with the prospective purchasers/the and to receive consideration thereof.
- e. The Purchaser/Allottee/s has/have applied to the Promoter/Developer for allotment of a apartment being residential flat No.____ on _____ in building/wing “ **Building No. ____** ” being Project ‘**ATULYA RAGHUKUL Building No. ____**’ of the **ATULYA RAGHUKUL** project “**ATULYA RAGHUKUL Building No. ____**” being constructed on the said property more particularly described in SCHEDULE-4 written herein below and delineated in the floor map

annexed hereto (hereinafter referred to as the said “UNIT”), from the Promoter/Developer, and relying on the said application, the Promoter/Developer has agreed to sell the said unit to the Purchaser/Allottee/s herein for and at the agreed price and on the terms & conditions as hereinafter mentioned,

- f. The Allottee/s has demanded from the Promoter/Developer and the Promoter/Developer has given inspection to the Allottee/s of all documents of title relating to the said Said Land, the said property and **Building No. __** of ATULYA RAGHUKUL project located on the said property, the said Apartment, the specifications of the Units, the rights of the PROMOTER/DEVELOPER and the title of the Owner, the plans, designs, specifications, permissions, sanctions, title report of the Advocate and all other documents as are specified under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter to as “The said Act”) and the Rules and Regulations made thereunder; The Purchaser/Allottee has personally verified location of the building and has understood the project plan of **Building No. __** of ATULYA RAGHUKUL Project and the said property out of the said said Land. And the Purchaser/Allottee has agreed to purchase the said Apartment based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such terms & conditions shall be bound and abided by the Purchaser /Allottee/s strictly.
- g. The copies of the following documents annexed with this agreement as annexures comprise of disclosures on the part of the Developer/Promoter:

Title report of advocate	Annexure-A
VF 7/7A/12	Annexure-B
Commencement certificates issued by the PCMC	Annexure-C-1
N.A. Order	Annexure-C-2
Floor plan of the said Unit	Annexure-D
Specifications for construction of the building and the said Unit.	Annexure-E

Amenities to be provided in the "ATULYA RAGHUKUL" project	Annexure-F
Appointment by Developer/ Promoter of professional consultants for the project on the said Plot,	Annexure-G

- h. The Purchaser/Allottee/s has/have applied to the Promoter/Developer for allotment of Apartment being a residential flat unit No._____ on _____ **Floor** in building/wing "**Building No. _**" of the project "**ATULYA RAGHUKUL Building No. _**" being constructed on the said property', more particularly described in SCHEDULE-4 written herein below and delineated in the floor map annexed hereto (hereinafter referred to as the said "**UNIT**"), from the Promoter/Developer, and relying on the said application, the Promoter/Developer has agreed to sell the said unit to the Purchaser/Allottee/s herein for and at the agreed price and on the terms & conditions as hereinafter mentioned,
- i. AND WHEREAS the carpet area of the said Unit/Apartment is _____ square meters and "carpet area" means the net usable floor area of an Unit/Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony Unit/Apartment to the said Unit/Apartment for exclusive use of the Purchaser/Allottee or verandah area and exclusive open terrace area appurtenant to the said Unit/Apartment for exclusive use of the Purchaser/Allottee, but includes the area covered by the internal partition walls of the Unit/Apartment.
- j. 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;
- k. AND WHEREAS, prior to the execution of these presents, the Purchaser/ Allottee has paid to the promoter a sum of ₹_____/-(**Rupees _____ only**), being part payment of the sale consideration of the Unit/Apartment agreed to be sold by the Promoter to the Purchaser/Allottee as advance payment or Application Fee (the payment and

receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser/Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

- l. the Developer/ Promoter gave inspection to the Allottee/ Purchaser of all documents as are specified IN Real Estate (Regulation and Development) Act,2016 (RERA) and detailed in the ANNEXURE given hereto,
- m. AND WHEREAS, as per provisions of the Real Estate (Regulation and Development) Act,2016 (RERA), the Promoter is required to execute a written Agreement for sale of said Unit/Apartment with the Purchaser/Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

NOW THIS AGREEMENT TO SELL WITNESSETH:

1. NON OBSTANTE:

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

- (a) The Developer/ Promoter has reserved all its rights pertaining to development, construction & sale in respect of the said ATULYA RAGHUKUL project on the said property.
- (b) The Developer/ Promoter has reserved all its rights to amalgamate and/or sub-divide the said Property/said Land and/or any other abutting/ adjoining pieces of land to which the Developer/ Promoter may be entitled to.
- (c) The Developer/ Promoter has also reserved all its rights to use, utilize and consume basic Floor Space Index ("FSI") pertaining to the said Property/said Land and/or such other adjoining/ abutting pieces of land to which the Developer/ Promoter may be entitled to, so also to use the same in the manner and at the location as may be exclusively decided by the Developer/ Promoter.
- (d) The Developer/Promoter has also reserved all rights to avail, use, utilize and consume the additional FSI either on payment of premium or by way of Transferable Development Rights ("TDR") or by way of Slum Rehabilitation or

otherwise by whatever name called for construction of building/s on the said Property/said Land, as may be permissible for use of maximum potentials under the concerned rules and regulations.

- (e) The Developer/ Promoter has also reserved all its rights either (i) to develop and/or dispose of by sale or otherwise transfer the apartments and/or any such other permissible portion, and appropriate the proceeds thereof in terms of the instruments of development by and between the Developer/ Promoter and the Owner, or (ii) to surrender the amenity space to the concerned authority and claim, avail, use, utilize and consume the FSI granted in lieu thereof, on the said Property/said Land for construction of or addition to the building being constructed thereon, as is permissible under the concerned Development Control Rules/ Regulations.
- (f) The Developer/ Promoter has also reserved all its rights to develop and/or construct a building/s on the open space of the said Property/said Land as may be permissible under the concerned regulations.
- (g) The Developer/ Promoter shall be entitled to compensation from the Allottee/ Purchaser in case any obstruction or impediment of any nature raised to or for the development of the said Property /said Land and/or other pieces of land adjoining to the said Property either by amalgamation and/or sub-division and/or consumption of FSI for any building thereon, by and on behalf of the Allottee/ Purchaser, without prejudice to the rights of the Developer/ Promoter to terminate this agreement on such obstruction or impediment raised by the Allottee/ Purchaser.
- (h) The project on the said Property being large, the Developer/ Promoter shall be developing the said property by constructing various buildings in multiple phases. There would be development, construction, facilities, site development and other incidental activities continuing on the said Property till completion of the entire project. The Allottee/ Purchaser hereby agrees not to raise any objection or any claim on the grounds of inconvenience, nuisance or annoyance for continuation of such development, construction and other incidental activities on the said Property.
- (i) The Developer/ Promoter shall also be entitled to amend, alter and/or revise the layout, building layout and/or building plans as may be found required for use, utilization and consumption of the FSI originating from the physical area of the said Property/said Land and/or additional such FSI by way of TDR or

floating or otherwise, according to phases or otherwise, as may be permissible under the concerned Development Control and Promotion Regulations, 2017 for PCMC ("**DCPR 2017**") or any such statute, rule or regulation.

- (j) The Developer/ Promoter shall be at liberty to grant and allot right to exclusive use as exclusive use or facility appurtenant to, attached to, and inseparable from the given Apartment/s, of sanctioned parking space; covered or under stilt or open, attached terrace. The concerned Apartment Allottee/ purchaser shall be entitled to exclusive use thereof as an appurtenant to his/ her/ their Apartment.
- (k) The Developer/ Promoter has reserved right to commence, complete and/or otherwise dispose off all that piece & parcel of the said property including right to avail all benefits (fully or partly) and promoter shall have total discretion in the matter of development and maximum utilization of FSI of all sectors including but not limited to use & utilize and/or dispose off in any manner FAR/FSI/paid FSI/fungible FSI and/or premium FSI and/or FSI of any other nature or under whatsoever named called including permissible TDR, arising from the area under Road, etc. The PROMOTER/DEVELOPER shall be fully entitled to carry out development, construction of the in several phases as may be permitted under the rules & regulations of the concerned local authorities from time to time.
- (l) The Promoter/Developer shall have absolute authority & exclusive right to give road access /ingress/egress to the occupants of the proposed project that may be commenced on the said property to the occupants of the said Land and/or occupants of the adjoining land.

2. AGREEMENT:

Subject to other terms and conditions herein, the Developer/ Promoter hereby agreed to sell, assign, sell or otherwise convey the said Apartment (described in SCHEDULE-4 and delineated in the floor map annexed hereto), unto and in favour of the Allottee/Purchaser herein, and the Allottee/Purchaser accordingly agreed to acquire and purchase the said Apartment from the Developer/ Promoter, for and at the lump sum aggregate price of ₹_____/- (**Rupees _____ only**), payable by the Allottee/ Purchaser to the Developer/ Promoter, (Inclusive of all other charges as mention in clause number 14) as hereinafter mentioned.

3. **PRICE:**

- (a) In consideration thereof, the Allottee/ Purchaser partly paid and agreed to pay the balance to the Developer/ Promoter, for purchase of the said Apartment, the said agreed lump sum aggregate price of ₹_____/- (**Rupees _____ only**),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 fifth Schedule written herein under. And the Developer/ Promoter accepted the part paid and agreed to accept the balance of said amount from the Allottee/ Purchaser (subject to Tax Deduction at Source (TDS) under section 194-IA of the Income Tax Act,1961, if so applicable) at as under:

Sr	Particulars
1	10 % Advance Payment on Booking.
2	10% On or Before registration of Agreement for Sale
3	10% On Initiation of Foundation
4	15% On Initiation of Plinth
5	4% On Initiation of First Slab
6	4% On Initiation of Third Slab
7	4% On Initiation of Fifth Slab
8	4% On Initiation of Seventh Slab
9	4% On Initiation of Ninth Slab
10	4% On Initiation of Eleventh Slab
11	4% On Initiation of Thirteenth Slab
12	4% On Initiation of Fifteenth Slab
13	4% On Initiation of Seventeenth Slab
14	5% On Initiation of Brickwork and Internal Plaster work
15	5% On Initiation of Flooring work
16	5% On Initiation of Sanitary fittings, staircase, lobbies and lift shaft work
17	4% On Possession
Total 100%	

- (b) The installments of the amount agreed to be paid and payable by the Allottee/ Purchaser to the Developer/ Promoter as mentioned above, shall always be the essence of this agreement.
- (c) In case of default committed by the Allottee/ Purchaser, in payment of the agreed price or any other amount, as and within the time agreed to herein, the Developer/ Promoter shall be entitled to claim interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum, from the day it becomes payable till the actual receipt thereof, without prejudice to the right to terminate this agreement and/or any other rights and/or remedies available to the Developer/ Promoter in terms of this agreement and/or otherwise in law.
- (d) All payments stipulated in this agreement, shall be made by the Allottee/ Purchaser to and in favour of the Developer/ Promoter payable in the Separate Project Account as may be directed by the Developer/ Promoter, by duly drawn crossed cheque payable at par or by electronic/ wire transfer compliant to the banking rules and practices.
- (e) That the Purchaser/s shall pay the aforesaid amount/ installments on its respective stages of installments or within seven days of the receipt of a written intimation from the PROMOTER/DEVELOPER to the Purchaser/s calling upon the Purchaser/s to make the particular payment/s or installment/s. The Architect's Certificate for completion of respective stages of construction of building/s shall be conclusive and final and binding upon the Purchaser/s. The Promoter/Developer reserves right to change the chronology of the installments/payment slabs as per the construction stage and purchaser shall have to pay the demanded amount/percentage towards completion of the any construction stage as mentioned hereinbefore whether it is in the same chronological order as aforesaid or not provided the Promoter/Developer has furnished Certificate of the Architect to that effect along with the demand letter.
- (f) The Total Price above excludes Taxes (consisting of tax paid payable as GST and Cess or any other similar taxes which may be levied, up to the date of handing over the possession of the (Unit/Apartment). The purchaser/allottee shall be liable to pay such charges in addition to the aforesaid consideration.
- (g) The purchaser/allottee shall have liberty to make the advance payment as per his/her/their convenience and the same shall be adjusted towards/against any

of any installment which may become due & payable as per construction stage under this agreement. Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser/the Allottee by discounting such early payments for the period by which the respective instalment has been preponed, however, it is not binding and/or promoter/developer shall not be under any obligation to do so. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to and the Purchaser/Allottee by the Promoter.

- (h) The Promoter/Developer shall confirm the final carpet area that has been allotted to the Purchaser/Allottee after the construction of the Building is completed 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 three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/ Developer. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser/Allottee within forty-five days as specified under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 and the Rules. If there is any increase in the carpet area allotted to Purchaser/Allottee, the Promoter shall demand additional amount from the Purchaser/Allottee as per next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.
- (i) The Purchaser/Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, if his/her name as the Promoter may in its sole discretion deem fit and the Purchaser/Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

4. PROJECT:

Subject to non-obstante clause above,

- (a) This agreement is related to '**Building No. ____**' of the Project known as "ATULYA RAGHUKUL Building No. ____" situated on Property only. The Purchaser/the Allottee/s shall have no claim, of any nature whatsoever, on any other portion of the Said Land or other phases of the "**ATULYA RAGHUKUL Building No. ____**"

project except the '**Building No. ___** of the said ATULYA RAGHUKUL **Building No. ___** project located on Property'.

- (b) The Promoter/Developer has already commenced development of property and floated the project "ATULYA RAGHUKUL" which is divided into multiple phases and in Building No. ___ of the said project the Promoter/Developer has started construction of **Building No. '___'** as per sanctioned plans and named as "**Building No. ___**" having 17 floors (2P+15 floor). As per sanctioned plan/s of "**Building No. ___**" project Building '**ATULYA RAGHUKUL Building No. ___**' being constructed the FSI will be consume as per mentioned in RERA and the Promoter/Developer may use, utilize & consume balance FSI and TDR that may be made available for further construction by the concerned local authority and after, obtaining various sanctions/permissions from the local authority, the Promoter/Developer shall have total discretion in the matter of development and maximum utilization of FSI and shall be fully entitled to commence & complete other phases of the ATULYA RAGHUKUL project. As the Promoter/Developer has already disclosed this fact to the Allottee/s, he/she/they/it has already accorded express consent for the same and even though no separate consent is at all required for the other Phases of the "**ATULYA RAGHUKUL Building No. ___** Project", the Allottee has issued letter of consent in favour of Promoter/Developer thereby granting absolute authority to the Promoter/Developer to commence, complete the development & construction of the project in multiple Phases in its sole discretion without any objection/or obstruction of whatsoever nature thereof.
- (c) The Promoter/Developer shall provide amenities in project which are more particularly mentioned in Annexure 'F' of the Agreement. The Promoter/Developer has informed the Purchaser/the Allottee that these amenities shall be common for all the phases of "ATULYA RAGHUKUL Project" and hence, the Purchaser/the Allottee has also granted express consent for the same and shall not raise any objection for the same subject to payment of necessary charges and restrictions that may be imposed for use of the said amenities by the occupants of building/s of the other Phases' of "ATULYA RAGHUKUL" project.
- (d) Apart from the said flat and pro rata share in the common areas & facilities of **Building '___'** being **Building No. ___** of ATULYA RAGHUKUL project, the Purchaser/Allottee shall not have any claim on any other part of ATULYA RAGHUKUL project on the said property and the said Land.

- (e) The master layout of the said project on the said property has been shown in the map appended hereto,
- (f) The said Property shall remain as 'one' piece of said Land for the purposes of basic FSI originating from the physical area thereof, containing various buildings not necessarily carrying such FSI equivalent to the physical area of the plinth or portion of the land there under,
- (g) The said property shall also remain as 'one' piece of land for the purposes of availing, using, utilizing and consuming the additional FSI by way of TDR, Slum Rehabilitation TDR, FSI on payment of premium, road widening, amenity space or otherwise, subject to the discretion of the Developer/ Promoter to provide otherwise,
- (h) There shall be demarcating permissible partition between various buildings which shall be entitled to common area and facilities and/or restricted common area and facilities as may be permissible,
- (i) The Sewage Treatment Plant ("STP"), Transformer Room and Diesel Generator Set located as per Sanctioned Layout of the said Property shall be the common facility for the entire project and for all the building/s proposed on the said Property,
- (j) The Allottee of any exclusive covered or open parking facility sanctioned in the plans by the concerned planning authority, attached and appurtenant to his/ her Apartment (if any), shall be entitled to the exclusive use thereof for parking of vehicles to the exclusion of all other Allottees,

5. CONSTRUCTION:

- (a) The Developer/ Promoter shall complete the construction of the said Apartment in accordance with the sanctioned/ revised sanctioned building plans and specifications, fixtures, fittings and amenities as agreed to and mentioned/ enumerated in the Annexure 'E' & 'F'.
- (b) The FSI originating from the physical area of the said property for use, utilization and consumption for construction of the building/s thereon, presently is "ONE", subject to the rights and discretion reserved by the

Developer/ Promoter to use, utilize and consume for the construction of the building on the said Plot 'B' and/or adding to the construction thereto,

- (i) The additional FSI by way of TDR for amenity, development plan road or slum rehabilitation by availing the same from the market, or by say of paid FSI or such other by whatever name called as is and to the extent permissible under the concerned DCPR 2017 or such other statutory provisions prevailing at such time,
 - (ii) Additional FSI granted in lieu of surrender of the amenity space relating to the said Property,
 - (iii) Additional FSI granted in lieu of surrender of the area out of the said property for road or road widening,
 - (iv) Additional FSI on payment of premium or any such amount.
- (c) The Allottee/ Purchaser hereby, granted his/ her/ their consent for change/ modification/ alteration of and in the layout of the said Property' including amalgamation and/or sub division thereof, of the plans of the building,
- (i) In case the same is required to be done under any rule, regulation, enactment then in force, or
 - (ii) Consequent to use, utilization and consumption of the additional FSI for construction of the building/s on the said property and/or
 - (iii) Adding the construction thereto, without adversely affecting the construction of the said Apartment as agreed to be purchased by the Allottee/ Purchaser.
- (d) The Developer/ Promoter shall have preferential/ pre-emptor right to utilize the residual or available FSI or the one increased by reason of any rule/ regulation/ enactment or the additional one granted and/or allowed there under either by way of TDR and/or otherwise on the said property, to which the Allottee/ Purchaser hereby agrees and shall always be deemed to have agreed.
- (e) Subject to the right to revise and of revision of layout, and/or sub-division of the said Property, and/or the plans for construction of the building/s on the

said Property, by the Developer/ Promoter, as herein before agreed, no part of the said FSI has been utilized by the Developer/ Promoter anywhere else.

- (f) The Developer/ Promoter shall complete the construction of the said Apartment as agreed to herein by **31/12/2023** and shall deliver possession thereof, to the Allottee/ Purchaser, on issuance of completion/ occupancy certificate by the concerned authorities.
- (g) The period of delay caused in completion of the construction of the said Apartment on account of
 - I. Force majeure, civil commotion, war, strike, boycott, bandh, threat,
 - II. Non-availability or scarcity of any building material or finishing articles or labour supply,
 - III. Prohibitory orders from any court or authority or time taken for issuance of completion/ occupancy certificate by the concerned Planning authority, Environment clearance/licenses, connections/installations including services such as electricity, water connections meters etc.
 - IV. Any other reasons beyond the control of the Developer/ Promoter,
 - V. Non-payment of instalments by the purchaser as per time schedule mentioned herein before shall not be included and shall be excluded from computation of the period of completion of the said Apartment and delivery of possession thereof to the Allottee/ Purchaser.
- (h) In case of delay in delivering possession of the said Apartment on the part of the Developer/ Promoter, the Allottee/ Purchaser shall be entitled to claim interest at the rate of 1% above Highest Marginal Cost of Lending of the State Bank of India, per annum, on the amount paid by the Allottee/ Purchaser to the Developer/ Promoter from the agreed date of possession till actual delivery thereof by the Developer/ Promoter to the Allottee/ Purchaser, without prejudice to the right of the Allottee/ Purchaser to terminate this agreement and claim refund of the amount so far till then paid to the Developer/ Purchaser.

- (i) Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of possession of the Unit/Apartment on the aforesaid date, if the completion of building in which the Unit/Apartment is to be situated is delayed on account of-
1. Force Majeure, War, civil commotion or Act of God and/or recession or labor strikes or any other strikes which may adverse effect on development/ construction of the said project.
 2. Any notice, order rule, notification of the Government and/ or other public or competent authority or any changes that may be implemented/ effected hereafter which are relevant to or connected with the subject matter of the agreement.
 3. Prohibitory orders from any court or authority or Government.
 4. Any changes in the concerned statute, rule, regulation, notification having direct or indirect impact on development, construction & completion of the said project.
 5. Delay in grant of any NOC/permissions including services such as electricity or as well as completion certificate from the appropriate authorities, provided promoter has completed his part of obligations.
 6. Any act beyond control of the promoter/ developer AND extension of the time for giving possession as may be permitted by Regulatory Authority.
6. **POSSESSION:**
- (a) The Allottee/ Purchaser shall take possession of the said Apartment within 7 (seven) days of the Developer/ Promoter giving written intimation to the Allottee/ Purchaser intimating completion of the construction of the said Apartment.
 - (b) At the time of delivery of possession of the said Apartment, the Allottee/ Purchaser shall also execute such other documents such as possession receipt, declaration *et cetera*, as might be required by the Developer / Promoter.
 - (c) From the date of handing over of possession of the said Apartment to the Allottee/ Purchaser, if any structural defect in the construction of the said Apartment/ building is found out to have been done or caused by the

Developer/ Promoter, the Developer/ Promoter wherever possible, shall be bound within the period prescribed by the concerned statute, to rectify/ remove/ alter/ remedy the same, entirely at the cost of the Developer/ Promoter.

- (d) Under no circumstances the Allottee/ Purchaser shall be entitled to possession of the said Apartment, unless the Allottee/ Purchaser shall have paid the entire price of the said Apartment and other money payable by the Allottee/ Purchaser under this agreement to the Developer/ Promoter and/or money payable to any concerned authority under any concerned statute relating to the subject matter of this agreement.

7. DEFECT LIABILITY

- (a) If within a period of five years from the date of receipt of occupation certificate of the Unit/Apartment/building/s, the Purchaser/ Allottee bring to the notice of the Promoter any structural defect in the Unit/Apartment or the building in which the Unit/Apartment are situated or any defects on account of workmanship, quality or provision of service, then, whenever possible such defects shall be rectified by the Promoter at his own cost and for that purpose allottee shall allow and permit the Promoter/Developer/its supervisor/workmen/labour/agencies at all reasonable times to enter upon to said Unit/Apartment/building/s or any part thereof to view, inspect, supervise, examine and further to rectify the defect by carrying out necessary work thereof and in case if it is not possible to rectify such defect, then the Purchaser/Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. The word defect hereinabove stated shall mean only the manufacturing defects caused on account of willful neglect of the Promoter/Developer itself and shall not mean defects caused by normal wear and tear, negligent use of the premises by the Purchaser/s, abnormal fluctuations in the temperatures, abnormal heavy rains, etc. And Defect liability shall be valid subject to following conditions: -
 - (i) If The Purchaser/Allottee has carried out any alterations of whatsoever nature including but not limited to columns/beams or fittings therein and/or alterations in fittings, pipes, water pipe lines/drainage lines, extra work related to floorings is done/and/or if proper care & caution is not taken resulting into breaks in tiles of flooring, extra work in kitchen and/or any of the erection in the bathroom/toilet as this may result in seepage of the water, and/or

enclosure of balconies/terraces without permission of Promoter/concerned authority etc. then in that case defect liability will automatically become void.

- (ii) The Purchaser/Allottee shall not do any act, things which will result into increase of any insurance premium or rendering any insurance policy void/invalid and if the Purchaser fails to pay additional charges towards entering into AMC (Annual Monthly Contracts), revising terms & conditions of AMC etc. and/or fails to follow instructions as per user manual or specific instructions, if necessary for smooth running/working of such systems/amenities/machineries/facilities etc. provided in the Unit /Apartment/ building/s or in the project.
- (iii) Any negligent act of the Purchaser or any other person of the Purchaser/Allottee resulting into damage or loss to the unit/flat/floor/wing/building shall not make promoter liable for any compensation.

8. **ORGANISATIAON:**

- (a) Notwithstanding anything contained anywhere in this agreement or otherwise, the scheme being implemented on the said Property shall always be known and called as **“ATULYA RAGHUKUL Building No.____ Co-operative housing society”**.
- (b) If so decided and for better administration of the complex, for each building there may be formed separate co-operative housing society and all such co-operative housing societies shall form themselves into a federal society under the provisions of the Maharashtra Co-operative Societies Act,1960 or such other concerned statute or such informal apex body.
- (c) There shall be formed and incorporated a co-operative housing society preferably in the name and style of **‘ATULYA RAGHUKUL Building No.____ Co-operative Housing Society’** of the Allottee/s of the units in the scheme on the said property’. Each Allottee/s in Building No. 5 shall be bound to become a member of such society and shall be bound by the rules and regulations thereof. Each building/wing shall have separate committee whereby maintenance of each building shall be responsibility of the concerned single building and committees of all the buildings/wings shall be managing entire common area and amenities of the Project **“ATULYA RAGHUKUL Building No. ____”** (including all Building).

- (d) The Purchaser/s along with other Purchasers of units in the building/s constructed or under construction or to be constructed upon the said property shall join the said society and for this purpose and also from time to time sign and execute all the applications for registration and/ or membership and other papers and documents necessary for the same and rules and regulations including the bye-laws thereof shall be binding on the purchaser. The Purchaser/s shall not be entitled to raise any objection in respect of any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority. Even though society has been formed sale and disposal of the unsold unit/s in the said project shall always be absolute authority of the Promoter/Developer and further the Promoter/Developer shall be fully entitled to deal and dispose of such unsold units/apartment, parting spaces in its sole discretion. And further the Promoter/Developer shall be liable to pay maintenance charges for the unsold unit/s until the said unit/s are in use and occupied by the person/s.
- (e) And further all the terms & conditions of the agreement/s executed with the such service providers (for supply of electricity, gas, water, telecommunications services & any other services, etc.) along with AMC Contracts, and warrantee manuals/user manuals shall be binding on the Allottee/s and also on the co-operative Society as the case may be.

9. CONVEYANCE:

- [a] Conveyance of plot area of each building shall be made within 3 months from the date of receipt of occupation certificate of the concerned building. And conveyance of all amenities, common areas & facilities provided therein shall be made within 3 months after receipt of occupation certificate of the last building of the project **ATULYA RAGHUKUL Building No. __** (including all phases of the project) in favor of apex society. However, ownership of unsold flats shall always remain with the promoter. Upon conveyance as envisaged in Agreement, the said society shall be entitled to own only the Plinth area as granted under Deed of part conveyance and/or the property only as per final conveyance Society as the case may be along with Common Areas and facilities provided in ATULYA RAGHUKUL Project only and all right, title, interest of whatsoever nature in the balance area shall remain with the Promoter/Developer and/or his assignee

- [b] At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser/the Allottee shall pay to the Promoter, the Purchaser/ 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.
- [c] Under no circumstances, the Allottee/s shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee/s either to the Promoter/Developer or to any other agencies or authorities, is actually paid by such Allottee/s.
- [d] As the subject matter of this Agreement is confined to '**Building No. __**' of ATULYA RAGHUKUL Project, it is expressly informed and disclosed to the Purchaser/Allottee that irrespective of fact that the conveyance as mentioned herein before has been executed in favour of the society, the Promoter/Developer shall have absolute authority to amend, modify, change, alter, submit and get sanctioned from P.M.R.D.A., the lay-out at said Land without changing F.S.I. and area and location of the ATULYA RAGHUKUL Project situated on the property. And the purchaser and the society shall not object to same on any grounds.

10. **PURCHASER'S DECLARATIONS:**

- (a) The Developer/ Promoter herein has made full and true disclosures to the Allottee/ Purchaser as to the title of the Developer/ Promoter in respect of the said property, construction of the building/s on the said property in multiple phases, consumption of additional FSI by way of TDR or otherwise (if any), sanctioned plans for construction of the building/s on the said Property and such other matters relating thereto.
- (b) As required by the Allottee/ Purchaser the Developer/ Promoter herein has supplied all information to the Allottee/ Purchaser herein with all facts as to the marketable title of the Developer/ Promoter and the Owner to the said property, and the rights of the Developer/ Promoter to develop the said property, and after satisfaction and acceptance of title has entered into this agreement.

- (c) The Developer/ Promoter herein is developing the scheme under the name "**ATULYA RAGHUKUL Building No. ____** Project" on the said Property', with an intention to have the homogeneity in the scheme as to landscaping, height, facade, elevation of the buildings, outer colour scheme, terrace, windows, grills *et cetera*. The Allottee/ Purchaser or any owner or occupier of the tenement/s in the building/s or scheme shall not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Allottee/ Purchaser also shall not obstruct by act and/or omission any outlet of rain or drain or water or sewage in any manner.
- (d) In the project, the Developer/ Promoter herein is providing advance technology/ amenities/ material/ plant and equipment/s in common facilities and which has to be operated/ used by the persons in the project with due diligence and observe all required of safety norms and measures.
- (e) The Developer/ Promoter has a right to and shall install at appropriate place at its discretion, a signage of the project name "**ATULYA RAGHUKUL Building No. ____**" and at suitable place in the entrance of the building the names of the unit owners.
- (f) The Allottee/s herein declares that he/she/has accord his/her/their consent for the development, construction and/or disposal of the other phases on the said Property by carrying out development & construction & sale of the balance area of the said property by the Promoter/Developer and/or its assignee for. In case the Promoter/Developer assigns the development rights of the balance area of the said property then in that case all the rights reserved by the Promoter/Developer under this agreement shall be automatically passed/or be available to the Assignee of the Promoter/Developer.
11. **LOAN:**
- (a) The Developer/ Promoter with concurrence of the Owner, has availed loan for the project on the said Plot from SBI and mortgaged the said Property as and towards security for repayment thereof. The Developer/ Promoter is entitled to enter into this agreement with the Allottee/ Purchaser provided all payments

under this agreement are paid to the said Separate Project Account/ Loan Project Account.

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

12. TERMINATION:

- (a) In the event of Allottee/ Purchaser committing any default in payment of the price of the said Apartment and/or any other money by whatever name called, payable under this agreement or otherwise under any concerned statute

and/or commits breach of any of the terms and conditions of this instrument, the Developer/ Promoter shall be entitled to terminate this agreement, by issuing 15 (fifteen) days prior written notice to the Allottee/ Purchaser.

- (b) On termination of this agreement, the Allottee/ Purchaser shall be entitled only to refund of the amount so far till then paid by the Allottee/ Purchaser to the Developer/ Promoter under this instrument after deducting 20% therefrom, towards administrative expenses.
- (c) Without prejudice to anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Developer/ Promoter against the Allottee/ Purchaser on facts and in law, on and/or as a result of such termination shall however, be adversely affected or prejudiced.

13. **OTHER CONDITIONS:**

- (a) The Allottee/ Purchaser shall use the residential unit, only for the purposes of residence, and the commercial unit, only for the purposes of commerce, and for no other purposes.
- (b) The Allottee/ Purchaser shall maintain the said Apartment at his/ her own cost in good repairs and condition from the date of grant of possession of the said Apartment is taken.
- (c) The said Apartment with exclusive facility attached or appurtenant thereto (if any) shall be impartible and inseparable and shall always remain as one. The Allottee/ Purchaser shall not sub-divide and/or dispose of the same in parts.
- (d) The Allottee/ Purchaser shall not store in the said Apartment any goods which are of hazardous, combustible or dangerous in nature or which are against the rules, regulations, bye-laws of the said organization, statutory or other authorities. Any damage so caused by act or omission on the part of the Allottee/ Purchaser to the said Apartment or other Flats in the scheme shall entirely be at the risk as to cost, consequences, damages of such Allottee/ Purchaser.
- (e) The Allottee/ Purchaser shall carry at his/her own cost, all internal repairs to the said Apartment and shall keep the said Apartment in good and habitable condition and shall not demolish or cause to be demolished by act or omission,

the said Apartment or any part thereof nor at any time make or cause to be made any additions or alterations of whatsoever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building and shall keep the appurtenances thereto in good repairs and conditions.

- (f) The Allottee/ Purchaser shall not dispose, throw, leave or stake any dirt, rubbish, rags, garbage or other refuse or permit any such dirt, rubbish, rags, garbage or other refuse to be disposed of, thrown, left or staked in any part of the said Plot and/or the building other than designated disposal space or facilities for the complex.
- (g) The Allottee/ Purchaser shall also observe all other terms/ conditions/ directions/ rules/ notifications issued, enforced, circulated under any statutes, rules, orders, bye-laws by any authority or by the said organization for "use" of the Apartment/s in the said scheme or in any other part of the said property.
- (h) Notwithstanding anything contained anywhere in this agreement, the Allottee/ Purchaser shall not:
- demolish or cause to be demolished the flat or any part or wall or structure thereof nor at any time make or cause to be made any addition or alteration like shifting doors/ windows / grills walls etc or in the flat or any part thereof,
 - make any holes/ cuts/ breakages/ chiseling or any other damage of whatsoever nature to structural walls, columns, beams, slabs etc. that will in any way affect the structural stability and integrity of the building,
 - make any change in the external color scheme of the building/ wing in which the flat is located,
 - extend the said Apartment or make any external attachments to the walls of the flat like enclosing grills, clothes drying lines, stands for potted plants, outdoor units of air conditioners, antenna dish of television, etc. or any other additions of whatsoever nature to the flat,
 - cover, fully or partially, any terrace or other projection with any structure,
 - use common passages staircases and lobbies and other such spaces for storage or reposition of any goods or garbage of any kind or to keep potted plants of any sort, or whatsoever other items that may in any way hamper or otherwise reduce the usability of these spaces in any manner,

- obstruct in any manner by any act or omission, sewer, drains, pipes, passages and common area prohibiting or blocking common use and access thereto,
 - raise any wall, window, grill or shutter or enclosure of any nature whatsoever, in or relating to the parking space allotted,
 - use or permit any user of the parking space other than parking of the vehicles,
 - use the elevators which has potentials to damage the same or its operation nor to misuse the elevators.
 - 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.
- (i) 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.
- (j) 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 project land or any part thereof to view and examine the state and condition thereof. And further the purchaser/allottee and/or the society as the case may be shall has given/shall give its express consent and authority to the promoter or its agents to represent him/her/them/society before all concerned local authorities/officers for making representations in respect of assessment of property, supply of electricity & water etc. and agree to be bind by the decisions, acts and declaration given by the developer/promoter in that respect.
- (k) That any nominated surveyor/Architect appointed for specific purpose stated in the covenant the fees of which shall be mutually decided by and between the promoter and the allot tee and same shall be paid by the Allottee as agreed mutually.
- (l) That the purchaser/allot tee shall indemnify and keep indemnified the developer/promoter towards against any actions, proceedings, cause, claims and demands in the respect of the breach, non-observations or non performance of such obligations given specifically to the allot tee.

14. **MAINTENANCE and OTHER CONTRIBUTIONS:**

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

Proportionate share of taxes and other charges or other levies	At actual
Provisional monthly contribution	For 1BHK- ₹ 2,000/- Per month For 2BHK- ₹ 3,000/- Per month

- (b) The Developer/ Promoter shall maintain the above amount in a separate project maintenance account, a separate bank account and meet the expenses of common maintenance only for a period of 12 months from completion of construction of the Apartments and/or given Apartment.
- (c) In case any additional amount is found to be required for common maintenance, the Allottee/ Purchaser agrees to contribute thereto, as may be called upon by the Developer/ Promoter.
- (d) The Allottee/ Purchaser shall also pay the following amount to, and as and when called upon by the Developer/ Promoter and in any case prior to delivery of possession of the said Apartment:

Share money, application fees, entrance fees for the organization	₹____/-
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- (e) The common maintenance referred to herein, shall include only following items:
- i) Housekeeping and cleanliness

- ii) Maintenance contracts of lifts, generators, sewage treatment plant, water purification system, water pumps
 - iii) Running cost of all the equipments and instruments above (except the cost of electricity generator supply to individual flat/s, which would be payable by the Allottee/ Purchaser thereof in equal share together with other Apartment Allottee/ purchasers in the concerned building)
 - iv) Common electricity
 - v) Security charges
 - vi) Gardening charges
 - vii) Running expenses for clubhouse and play grounds and equipments thereof
 - viii) Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses
 - ix) Non-agricultural taxes and any other similar taxes
 - x) Pest control expenses
 - xi) Any other such expenses for common facilities
- (f) It is agreed between the parties that said maintenance shall NOT include the items mentioned below, and the Allottee/ Purchaser and/or the Association/ society either individually or through any appointed agency, shall have to bear the following maintenance, entirely from separate contribution made by the Apartment Allottee/ purchasers.
- i) Society and managing committee administration,
 - ii) Insurance for building/ apartments/ equipment's/ machinery, towards theft, fire etc. if so availed, and such any other related expenses,
 - iii) Sinking or such other funds
 - iv) Property taxes of individual building/ apartments/ common amenities etc.
 - v) Any other taxes, levies, cess etc. pertaining to the real estate project,

- vi) Repairs of the building for leakages, seepage to the property or any part thereof.
- vii) Wear and tear charges.
- (g) After the period mentioned herein, the Developer/ Promoter shall be entitled to entrust maintenance of common areas and facilities to an *ad hoc* committee of Apartment Allottee/ purchasers appointed by the Developer/ Promoter, subject to the liberty of the Developer/ Promoter to entrust the maintenance even prior to the said period, in which case, the Developer/ Promoter shall also entrust the balance remaining of the amount received from Apartment Allottee/ purchasers till then.
- (h) The Allottee/ Purchaser has understood the entire scheme of maintenance in detail. The Allottee/ Purchaser admits and agrees to the said scheme, so that the maintenance of the entire complex is not hampered in any way due to lack of or non-payment thereof by the Allottees/ Purchasers.
- (i) It is also clearly understood that this shall not preclude the organisation of the Apartment Allottees/ Purchasers from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottees/ Purchasers, provided the decision to that effect is duly taken by the organization.
- (j) Such organization shall be entitled to claim reasonable interest, on the arrears of such charges from the defaulting Allottees/ Purchasers, without prejudice to the other rights and powers of the organization.
- (k) Without prejudice to and notwithstanding anything contained above, in the event of the Developer/ Promoter and/or Apartment Allottee/ purchaser organization after entrustment of common maintenance by the Developer/ Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainage's, sewage, passages, gardens or repairs thereof, the Allottee/ Purchaser shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Developer/ Promoter and/or such organization, as the case may be.

- (l) The Allottee/ Purchaser shall maintain at his/ her own cost the said Apartment, fixtures, fittings, facades, elevations, so also exclusive rights relating to landscaped open space and other exclusive area/s and/or facility/ties, sold and granted specifically, if any.

15. **TAXES, CESS, and other CHARGES:**

- (a) The Allottee/ Purchaser shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ 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 or grant of possession of the said Apartment whichever, is earlier.
- (b) If at any time, any retrospective and/or prospective tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ VAT/ sales tax/ GST/ transfer tax/ turnover tax/ works contract tax/ service 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 said property or the said Apartment or the said agreement or the transaction herein, shall exclusively be borne and paid by the Allottee/ Purchaser. The Allottee/ Purchaser hereby, indemnifies the Promoter and the flat purchase organization from all such levies, cost and consequences.
- (c) All levies, stamp duty, registration fees in respect of this agreement, conveyance, any other document required to be executed in respect of and relating to the said Apartment and/or the transaction under this agreement shall entirely be borne and paid by the Allottee/ Purchaser.
- (d) The Allottee/ Purchaser hereby, indemnifies the Developer/ Promoter and the flat purchase organization from all such levies, cost and consequences arising therefrom.
- (e) In the event of the Developer/ Promoter being constrained to pay any tax or levy referred to above herein, the Allottee/ Purchaser shall reimburse the same to the Developer/ Promoter immediately. The Developer/ Promoter shall be

entitled to claim interest @ 2% above the State Bank of India Highest Marginal Cost of Lending Rate on such amount from the Allottee/ Purchaser, if the Allottee/ Purchaser fails to reimburse the same to the Developer/ Promoter immediately. There shall be a charge of such amount on the said Apartment till its receipt by the Developer/ Promoter.

- (f) All levies, stamp duty, registration fees in respect of this agreement, conveyance, any other document required to be executed in respect of and relating to the said Apartment and/or the transaction under this agreement shall entirely be borne and paid by the Allottee/ Purchaser.

16. **RESERVATIONS:**

- (a) All payments agreed to herein and otherwise required to be made by the Allottee/ Purchaser otherwise, shall always be the essence of the contract, and failure whereof, shall be a breach of this agreement, committed by the Allottee/ Purchaser.
- (b) The Developer/ Promoter shall not be liable to pay any amount as and towards common maintenance or in the nature thereof, for or relating to the unsold apartments, nor the organization of the Apartment Allottee/ purchasers shall be entitled to any such amount as and towards common maintenance or in the nature thereof, either from the Developer/ Promoter till the concerned flat is sold by it, and/or from the concerned Apartment Allottee/ purchaser prior to the date of purchase of the concerned flat by him/ her/ them.
- (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 Property and the building or any part thereof. The Allottee/ Purchaser shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to the Allottee/ Purchaser, and open spaces, parking's, lobbies *et cetera*, will remain the property of the Developer/ Promoter until the said property and the building save and except any part reserved by the Developer/ Promoter, is transferred to the respective Allottees/ Purchasers.
- (d) Any delay tolerated or indulgence shown by the Developer/ Promoter in enforcing the terms of this agreement or any forbearance or giving of the time to the Allottee/ Purchaser by the Developer/ Promoter for anything, shall not

be construed as waiver or acquiescence on the part of the Developer / Promoter of any breach or non-compliance 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 Developer / Promoter.

- (e) The Allottee/ Purchaser shall not, without the written permission of the Developer / Promoter, let, sublet, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Apartment or any part thereof, nor shall assign this agreement to any person unless the entire price of the said Apartment and any other money payable by the Allottee/ Purchaser under this agreement till then is received by the Developer / Promoter. Any breach thereof, shall entitle the Developer / Promoter, to terminate this agreement, without prejudice to any other rights, available to the Developer / Promoter under this agreement and/or other law.
- (f) The Allottee/ Purchaser shall permit the Developer / 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.
- (g) The Allottee/ Purchaser shall present this agreement at the office of the concerned Sub-registrar for registration within the time prescribed by the Registration Act and upon intimation thereof by the Allottee/ Purchaser, the Developer / Promoter shall attend such office and admit execution thereof.
- (h) All notices to be served on the Allottee/ Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee/ Purchaser by certificate of posting at his/ her/ their address written hereinbefore first.

17. **MISCELLANEOUS:**

Except otherwise provided herein, or the context otherwise requires, this agreement shall always be subject to the provisions of the RERA and the rules made therein.

18. **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

19. **RIGHT TO AMEND:**

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

I. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by the 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 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 many 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/Plot) to the total area of all the (Apartments/Plot) 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 proved 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. ADDRESS FOR NOTICE

That all notice 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 address specified below:

MR. _____ **Name of Allottee**

Address - _____

Notified Email ID: _____

Promoter Name: - M/s. Calyx Lenora Realty LLP

Calyx House, Millennium Star Building (Extension), Next to Ruby Hall Clinic, Dhole Patil Road, Pune-411001.

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent of the execution of this Agreement in the above address by Registered Post filing 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.

24. 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.

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STAMP DUTY PARTICULARS

Prescribed valuation as per Annual Statement of Rates,2017-18 _____, as described in Sector __/ __	
Total prescribed valuation	₹ _____/-
Total agreed price	₹ _____/-
Stamp duty (as per Article 25(b)(i) of Schedule-I to the Maharashtra Stamp Act) on higher amount of the two above.	₹ _____/- it should be 6% on agreement cost

SCHEDULE.1

(Description of the said “**LAND**”)

All those pieces and parcel of S. No. 155/1, (Old S. No. 794/1) totally admeasuring 01 Hector 92 Ares (including pot kharaba) of which Development Agreement subject land admeasuring 01 Hector 70 Ares assessed at Rs. 3.13p, and S.No. 155/2/1/1 admeasuring 01 Hector 27 Ares (including pot kharaba) assessed at Rs. 1.80p, of which Development Agreement subject land admeasuring 01 Hector 05 Ares, totally admeasuring 02 Hector 75 Ares of village Wadmukhwadi, Taluka Haveli, District Pune, within the registration limits of sub Registrar Haveli No. 1 to 21, and within jurisdiction of Pimpri Chinchwad Municipal Corporation (PCMC) and bounded by as follows:

East	-	S.No. 154
South	-	Remaining land of S. No. 155 & Green Zone
West	-	S.No. 156
North	-	S. No. 183

All those pieces and parcel of S. No. 157/2/2, totally admeasuring 00 Hector 47 Ares (including pot kharaba) of which Development Agreement subject land admeasuring 00 Hector 15 Ares assessed at Rs. 0.52p situate at village Wadmukhwadi, Taluka Haveli, District Pune, within the registration limits of sub Registrar Haveli No.1 to 21, and within jurisdiction of Pimpri Chinchwad Municipal Corporation (PCMC) and bounded by as follows:

East - S. No.155
South -Wadmukhwadi Nashik 18 Mtr. DP Road
West -Remaining Part of 157/2/2
North -S.No.156

As per sanctioned lay-out dated 12/08/2015 sanctioned by PCMC which are marked in the Map annexed & marked hereto.

SCHEDULE.2

(Description of the said “**FLAT/UNIT**”)

Residential Flat/unit	___/___
Building/ Wing	Building No. ‘___’ Wing No. ‘Building No. ___’ named as “Building No. ___” Of the project ATULYA RAGHUKUL Building No. ___
Floor	
Area	_____sq.mt. (_____sq.ft.) carpet area
Exclusive facility	Enclosed balcony /balcony admeasuring _____ sq.mt. (_____ sq.ft.)
Parking Type	

being constructed on all that piece & parcel of said land as mentioned as Schedule 1 and out of sanctioned lay-out/sanctioned block plans authorised by the Pimpri Chichwad Municipal Corporation (PCMC), subject of second part more particularly described in Schedule-2 above, together with fixtures, fittings, facilities, amenities, exclusive facility (if specifically agreed to), and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto, and as delineated in the floor map annexed hereto.

SCHEDULE .3

Common area and facilities

(A) COMMON AREAS & FACILITIES: -

- Staircases, passages and lobbies other than attached to any given residential unit as exclusive.
- Access to and fro the covered and visitors parking lots.
- Electrical rooms and equipment therein.
- Elevators.
- All lighting and light fittings in any common area.
- Fire fighting equipment's.
- Marginal open space around the building.
- Fire refuge area.
- water tank and all connections thereto and therefrom
- Common recreation space, facilities, equipment, toilets, all service lines.
- Drainage and water line work.

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

MR. GAURAV S. SOMANI (duly authorized partner of and for M/s. Calyx Lenora Realty LLP the Developer herein and also as duly constituted attorney (under Power of Attorney dated --/--/2018, Hvl-1, bearing registration no. --/2018))

Photograph	LHTI and signature

(PURCHASER)

Photograph	LHTI and signature
Photograph	LHTI and signature

Witnesses	Signatures
1.Name:- Add:	
2.Name:- Add:	

ANNEXURE-G

Statutory compliance's pertaining to development of the said Plot

RERA	_____, dated _____ under section 3(1) r/w section 5 of the Real Estate (Regulation and Development) Act,2016 ("RERA" hereinafter) r/w Rule 6 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("RULES" hereinafter) with the Real Estate Regulating Authority, Maharashtra ("MAHA RERA" hereinafter), a copy whereof is appended hereto.
Zone	Residential zone in *Final Regional Plan of Pune Region/ *Final Development Plan, under the Maharashtra Regional and Town Planning Act,1966, The Zone Certificate dated 01/2013 bearing No _____ NRV/Zone/KV/188/2013. issued by _____
Construction	Commencement certificates issued by PCMC.
Land use	N.A. Order dated 30/06/2018 for non-agricultural use of *residence/ *commerce by Collector, Pune, under section 44 of the Maharashtra Land Revenue Code,1966, a copy whereof is appended hereto.
Separate Project Account	Presently at SBI bank

Professional consultants for the project

	Name Mr. Jay Aeram (M/s. Jay Aeram Architects) Address - 403, Akshay Center, cts no.150+51 Tilak road, Shukrawar Peth, Pune-411002. Registered with the Council of Architecture who has/ have dawn the plans for construction of the building/s on the said Plot, a copy of the appointment letter and acceptance whereof is appended hereto.
RCC/ Structural Engineer	Mr. G A BHILARE (M/s. G A BHILARE Consultants PVT LTD) Address - 'Gauri Nandan', Plot No.13, Shanti Sheela Society, Near FTII, Law College Road, Erandwana, Pune – 411 004. who has/ have drawn the plans of structural design of the building/s on the said Plot, a copy of the appointment letter and acceptance whereof is appended hereto.
Estate Agent for the project	

Annexure -E

TYPE OF STRUCTURE	ALUFORM RCC STRUCTURE
LIVING	600 x 600 VITRIFIED TILES FLOORING
	WALLS WITH GYPSUM FINISH & ACRYLIC PAINT
	ADEQUATE CONCEALED ELECTRIC POINTS & TV POINT
	2 TRACK POWDER COATED ALUMINIUM SLIDING WINDOWS
	DESIGNER MAIN DOOR BOTH SIDE LAMINATED
	ANTISKID FLOORING IN TERRACE
KITCHEN	VITRIFIED FLOORING TILES 600 X 600
	GRANITE KITCHEN PLATFORM WITH SS SINK & DADO UPTO LINTEL LEVEL
	ADEQUATE CONCEALED ELECTRIC POINTS
	PROVISION FOR EXHAUST FAN
BEDROOM	600 x 600 VITRIFIED TILES FLOORING
	WALLS WITH GYPSUM FINISH & ACRYLIC PAINT
	ADEQUATE CONCEALED ELECTRIC POINTS
	2 TRACK POWDER COATED ALUMINIUM SLIDING WINDOWS
	DOOR BOTH SIDE LAMINATED
TOILETS	ANTISKID FLOORING
	DADO UPTO LINTEL LEVEL
	ALUMINIUM LOUVERED WINDOWS
	PROVISION FOR EXHAUST FAN
	BEST QUALITY CP FITTINGS & SANITARY WARE- JAQUAR OR ESSCO OR EQUIVALENT
	WATER PROOF LAMINATED FLUSH DOORS WITH GRANITE FRAME
	SOLAR WATER IN TOILET
OTHER/S	2 AUTOMATIC DOOR ELEVATORS PER BUILDING OF STANDARD MAKE
	GENERATOR BACK UP FOR LIFT & COMMON LIGHTING
	EXTERNAL TEXTURE WITH APEX PAINT
	DESIGNER ENTRANCE LOBBY

Annexure -F

SR NO	AMENITIES
1	Entrance Plaza with drop off
2	Artificial lawn with palm plaza
3	Palm Plaza with Grass Paving
4	Open gym
5	Jogging track with acupressure pathway
6	Children's play area
7	Toddlers play area
8	Skating Rink
9	Gazebos
10	Open Air Amphitheatre with stage
11	Party deck
12	Camp fire with seating
13	Practice Hockey court /party lawn
14	Shrub beds
16	Club House
17	Indoor Games
18	Indoor Gym
19	Library

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