

AGREEMENT TO SELL

This **AGREEMENT TO SELL** is executed here at TalegaonDabhade, on this ____ day of _____ month of the year 2022.

Between

Full name (capital)	NAMRATA DEVELOPERS , THROUGH ITS DULY AUTHORISED PARTNERS, MR. SHAILESH KANTILAL SHAH and / or MRS. RITA DEEPAK SHAH	
Age/ Occ	62	Business
Office at	592, Raviwar Peth, Talegaon Dabhade, Taluka Maval, District Pune	
PAN	AABFN1735C	

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

And

Full name (capital)	1.	
Age/ occ	YEAR	Service
PAN/ Aadhaar	AAAAA0000P	0000 0000 0000
Residing at		
Mobile/Mail	0000000000	00@gmail.com

Full name (capital)	2.	
Age/ occ	YEAR	YEAR
PAN/ Aadhaar	AAAAA0000P	AAAAA0000P
Residing at		
Mobile/Mail	0000000000	0000000000

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

W H E R E A S,

the Promoter is entitled, as the owner and as the Promoter to the all that portion admeasuring Hectare 00=66 Are (6600 sq.mt) of the land bearing Survey No. 542, Hissa No. 1 (out of old Survey No. 725) CTS No. 4645 (Part), situated at Town Talegaon Dabhade of Taluka Maval, District Pune, within the limits of the registration District Pune, Sub-Registration District Vadgaon Maval, more particularly described in SCHEDULE-1 given hereto (hereinafter collectively referred to as the said “**LAND**”), under the instruments as mentioned below –

Survey No.	Particulars		
	Type of document	Reg. No and date	Sub-Registrar Office
542 Hissa No. 1	Sale Deed	5560 28/10/2013	Maval 2

542 Hissa No. 1,	Release Deed	5561 28/10/2013	Maval 2
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- a. The Promoter accordingly, has plans to develop the said Land in various phases by using, utilizing and consuming the Floor Area Ratio/ Floor Space Index ("FAR/ FSI") originating from the physical area thereof, so also availing of the additional such FAR/ FSI either by way of Transferable Development Rights (TDRs) and/or floating FAR/ FSI and/or otherwise,
- b. The Hon'ble Sub Divisional Officer Maval-Mulshi, Sub Division Pune, also permitted non-agricultural use of the portion admeasuring 6600 sq.mt. Out of the said Land for the purposes of residence, under section 44 of the Maharashtra Land Revenue Code, 1966, by his order no. JAMIN/NA/SR/83/2016, dated 03.09.2016, so also the Talegaon Dabhade Municipal Council sanctioned commencement certificate vide no. NANI/BAP/KAVI/6/06/3736/21 dated 03.08.2021, sanctioned the plans for construction of various buildings thereon, comprising of independent blocks commonly known as 'Ownership Scheme',
- c. The Promoter accordingly, has commenced the development of the said Land and construction of the building comprising of independent blocks for residence thereon, under professional guidance and supervision of **"Architect Amit Bhatt,"** Pune, registered with the Council of Architects, appointed by the Promoter for the project, which has drawn the plans for amalgamation, building layout and the construction of the building on the said Land, and the **structural engineer** from **"Ajay Bhilare And Associates"** appointed by the Promoter, which has drawn the drawings for structure of the building being constructed on the said Land, in the name and style of **"HAPPYCITY TALEGAON 2.0"** OR as may be decided by the **PROMOTER**.
- d. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority, No. **P00000000000** dated **___/___/2022** 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 as Annexure-VIII,

- e. In the meanwhile, the Promoter has also availed the rights of ingress and egress through the Plot No.1 out of Survey No.536, admeasuring 48.00 sq.mt. lying on north to and fro the said Land from Umesh Sharmrao Kadam by the instrument of Assignment dated 29.06.2018, registered with the Sub-Registrar, Maval-2, at serial No.4454/2018 on the same day, as also from MHADA by the Deed of Grant of Right of Way dated 01.11.2018, registered with the Sub-Registrar, Maval, at serial No.6840/2018 for a period of 30 (thirty) years (hereinafter referred to as the said "**ACCESS**"),
- f. The Allottee/Purchaser desired to purchase a residential apartment bearing number ____ on the ____ **floor** (herein after referred to as the said "**APARTMENT**") of Building called "**__ Building**" (herein after referred to as the said "**BUILDING**") being constructed in the said project, by the Promoter, more particularly described in SCHEDULE-2 and delineated in the floor Map in Annexure-V hereto,
- g. The Carpet area of the said apartment is ____ **sq.mt.**, which means the net usable floor area of the Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Allottee/Purchaser or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Allottee/Purchaser, but includes the area covered by the internal partition walls of the Apartment,
- h. The said Apartment also has enclosed balcony area admeasuring ____ **sq.mt.**

- i. The Promoter gave inspection to the Allottee/Purchaser of all documents of title relating to the said Land and the said Unit, the plans, designs, specifications, title report of the Advocate and all 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 thereunder,
- j. The copies of the certificate of title issued by the Advocate is at Annexure -I, extract of VF 7, 7A/12 is at Annexure - II, authenticated copies of the plans of the layout as approved by Talegaon Dabhade Municipal Council as Annexure - III, Commencement certificate is at Annexure- IV, concerned extract of the approved floor plans is Annexure- V, Details of Construction of the entire Project is Annexure- VI, Broad Time schedule of completion of various Buildings and amenities is at Annexure –VII,
- k. Subject to otherwise agreed, reserved and provided herein, the parties hereto therefore, have executed this agreement to sell, witnessing the terms and conditions thereof, in compliance to Section 4 of MOFA r/w section 19 of Real Estate (Regulation and development) Act 2016.

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 Promoter has reserved all its rights to amalgamate and/or sub-divide the said Plot and/or any other abutting/ adjoining pieces of land to which the Promoter may be entitled to.
- (b) the Promoter has reserved all its rights and discretion to use, utilize and consume the Floor Area Ratio/ Floor Space Index ("FAR/ FSI")

originating from the physical area of the said Land and/or such other adjoining/ abutting pieces of land to which the 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 Promoter.

- (c) The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 9627.92 square meters only and Promoter has planned to utilize Floor Space Index of by availing of TDR or 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 Project. The Promoter has disclosed the total Floor Space Index of 9627.92 square meters as proposed to be utilized by him on the project land in the said Project, and Allottee/Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- (d) the Promoter has further reserved all its rights and discretion to avail, use, utilize and consume the additional FAR/FSI, either on payment of premium or by way of Transferable Development Rights ("TDR") or otherwise by whatever name called, for construction of building/s on the said plot, as may be permissible for use of maximum potential under the concerned rules and regulations.
- (e) The 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 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 Plot for construction of or addition to the building being constructed thereon, as is permissible under the concerned Development Control Rules/ Regulations.

- (f) the Promoter has also reserved all its rights to develop and/or construct a building on the open space of the said Land as may be permissible under the concerned regulations,
- (g) the Promoter has reserved rights and discretion to acquire, develop and dispose of and/or cause to be acquired, developed and disposed of any of the adjoining pieces of land independently of the said Land, for which the Promoter shall have right to provide as easement and/or otherwise the right to access through the internal roads of the said Land and/or through marginal open space thereof, for which the Allottee/Purchaser herein has accorded his/her/ their/ its irrevocable consent,
- (h) there is also a 12.00 meter wide road lying on west out of Survey No.542/1 and Survey No.542/2, which is common easement for both these pieces of land for ingress and egress to and fro them respectively,
- (i) the 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 Land either by amalgamation and/or sub-division and/or consumption of FAR/FSI for any building thereon, by and on behalf of the Allottee /Purchaser, without prejudice to the rights of the Promoter to terminate this agreement on such obstruction or impediment raised by the Allottee/Purchaser.
- (j) The project on the said Plot being large, the Promoter shall be developing the said Plot by constructing various buildings in phases. There would be development, construction, facilities, site development and other incidental activities continuing on the said Plot 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 Plot.
- (k) The 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 Plot 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 Regulations, or any such statute, rule or regulation.

- (I) The Promoter shall be at liberty to grant and allot right to exclusive use as is or facility appurtenant to, attached to, and inseparable from the given Apartment/s, of sanctioned parking space/s; the concerned Apartment Allottee/Purchaser shall be entitled to exclusive use thereof as an appurtenant to his/ her/ their Apartment.

2. **AGREEMENT:**

Subject to other terms and conditions herein, the Promoter hereby agreed to sell, assign, sell or otherwise convey the said Apartment i.e. (more particularly described in SCHEDULE.2 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 same from the Promoter, for and at the lump sum aggregate price of **Rs. /-(Rupees Only)**, payable by the Allottee/Purchaser to the Promoter, as hereinafter mentioned.

3. **PRICE**

Sr No.	PARTICULARS OF INSTALLMENT	Amount Rupees.
1	On application 10 %	Rs. <u> </u> /-
2	On excavation 10 %	Rs. <u> </u> /-
3	On completion of Plinth 10%	Rs. <u> </u> /-
4	On completion of 1st Slab 10%	Rs. <u> </u> /-
5	On completion 3rd Slab 10%	Rs. <u> </u> /-
6	On completion 5th Slab 10%	Rs. <u> </u> /-

7	On completion 7th Slab 10%	Rs. _____/-
8	On completion 9th Slab 10%	Rs. _____/-
9	On brick work 10%	Rs. _____/-
10	On completion of Flooring of said apartment 5%	Rs. _____/-
11	On Possession 5%	Rs. _____/-
Grand Total (Including G.S.T.) :		Rs. _____/-

Total Agreement Value **Rs. _____/- (Rupees _____ Only)**, The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

- I. The installments of the amount agreed to be paid and payable by the Allottee/Purchaser to the Promoter as mentioned above, shall always be the essence of this agreement.
- II. 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 Promoter shall be entitled to claim interest as specified in the rule i.e. on unpaid amount as per State Bank of India's highest Marginal Cost of Lending Rate plus two percent 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 Promoter in terms of this agreement and/or otherwise in law.
- III. All payments stipulated in this agreement, shall be made by the Allottee/Purchaser to and in favour of the Promoter payable in the Separate Project Account as may be directed by the Promoter, by duly drawn crossed cheque payable at par or by electronic/ wire transfer compliant to the banking rules and practices.

4. PROJECT:

Subject to *non-obstante* clause above,

- A. the master layout of the said project on the said Plot has been shown in the map appended hereto,
- B. the said Plot shall remain as 'one' piece of 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,
- C. the said Plot 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 Promoter to provide otherwise,
- D. 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,
- E. the construction of buildings on the said Plot is scheduled to progress phase-wise, and the activities for construction of the buildings, amenities and facilities shall continue despite the Apartments being occupied by their respective Allottee/Purchasers, if any,
- F. the Allottee/Purchaser 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 Allottee/Purchaser,
- G. provision for water; potable or otherwise permissible under concerned government and/or local authority has been applied for and shall be provided to the project to the extent supplied by such government and/or local authority,
- H. However, in case lack of or inadequacy of or scarcity of such water supply to the project or the apartments therein, for purchase

and supply of water through private supplier to the extent as may be supplied, the Allottee/Purchaser shall be liable to contribute to the cost and expenses thereof.

5. CONSTRUCTION:

- (a) The Purchaser is made aware that the construction is in RCC. The Purchaser agrees and undertakes, not to demolish/ remove any RCC beam, structure, internal as well as external walls or structure of the said Unit or any part thereof, since it may cause damage to the structure as a whole of the entire building. Failure on the part of the purchaser 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) The 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 SCHEDULE.2 written herein (the said "**SPECIFICATIONS**", for short).
- (c) The specifications of the said Apartment and the fixtures, fittings to be provided by the Promoter for the said Apartment are described in the Schedule 2. The Allottee/Purchaser has seen and approved the floor plan of the said Apartment and the Allottee/Purchaser shall not be entitled to ask or demand for any change, alteration or revision in the floor plan of the said Apartment.
- (d) The FAR/FSI originating from the physical area of the said Land for use, utilization and consumption for construction of the building/s thereon, presently is "ONE", subject to the rights and discretion reserved by the Promoter to use, utilize and consume for the construction of the building on the said Land and/or adding to the construction thereto,
- (e) the additional FAR/FSI by way of TDR for amenity, development plan road or slum rehabilitation or by whatever name called, by

availing the same from the market, as is and to the extent permissible under the concerned Development Control Regulations prevailing at such time,

- i. the additional FAR/FSI granted in lieu of surrender of the amenity space relating to the said Land,
 - ii. the additional FAR/FSI granted in lieu of surrender of the area out of the said Land for road or road widening,
 - iii. The additional FAR/FSI in lieu of any incident relating to the said Land.
 - iv. Additional FSI on payment of premium or any such amount.
- (f) The Allottee/Purchaser is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately up to 3%.
- (g) The 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 Plot, to which the Allottee/Purchaser hereby agrees and shall always be deemed to have agreed.
- (h) Subject to the right to revise and of revision of layout, and/or subdivision of the said Plot, and/or the plans for construction of the building/s on the said Plot by the Promoter, as hereinbefore agreed, no part of the said FSI has been utilized by the Promoter anywhere else.
- (i) The Promoter shall complete the construction of the said Unit as agreed to herein on or before **29/06/2025**, and shall deliver possession thereof, to the Allottee/Purchaser, on issuance of completion certificate by concerned authorities.

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 labor supply,
- III. prohibitory orders from any court or authority or
- IV. time taken for issuance of completion/ occupancy certificate by the concerned planning authority,
- V. any other reasons beyond the control of the Promoter,

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.

6. In case of delay in delivering possession of the said Apartment on the part of the Promoter, the Allottee/Purchaser 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, on the amount paid by the Allottee/Purchaser to the Promoter from the agreed date of possession till actual delivery thereof by the 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 Allottee/Purchaser.

7. **POSSESSION:**

- (a) The Allottee/Purchaser shall take possession of the said Unit within 15 days of the Promoter giving intimation (or written notice) to the Allottee/Purchaser intimating completion of the construction of the said Unit.
- (b) The Allottee/ Purchaser shall also pay the following amount to, and as and when called upon by the Promoter/ Promoter and in any case prior to delivery of possession of the said Apartment:

Electricity, water, LPG and other utility connection and service charges	At actual
Electrical receiving and sub-station, transformer <i>et cetera</i> deposit	At actual
Share money, application	At actual

fees, entrance fees for the organization	
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- (c) At the time of delivery of possession of the said Unit, the Allottee /Purchaser shall also execute such other documents such as possession receipt, declaration *et cetera*, as might be required by the Promoter.
- (d) 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 Promoter, the 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 Promoter.
- (e) Provided further that the Allottee/Purchaser shall not carry out any alterations of whatsoever nature in THE SAID UNIT or any fittings therein. In particular, it is agreed that the Allottee /Purchaser shall not tamper with or make any alteration in any of the fittings, pipes, elevation, water supply connections or any of the erections in the bathroom as this may result in seepage of water and / or affect the strength of the structure. If any of such works are carried out without the written consent of the Promoter /Builder, the Allottee/Purchaser shall not be entitled to the warrantee regarding the defect liability as mentioned hereinabove and the alleged defect liability of the Promoter / Builder shall automatically stand extinguished.
- (f) Under no circumstances the Allottee/Purchaser shall be entitled to possession of the said Unit, unless the Allottee/Purchaser shall have paid the entire consideration and other money payable by the Allottee/Purchaser under this agreement to the Promoter and/or money payable to any concerned authority under any concerned statute relating to the subject matter of this agreement.

In the event the Allottee is served with a notice to take possession, but does not do so within 15 days of the receipt or deemed receipt thereof, the Allottee shall be liable to pay the Promoter a sum of **Rs.5,000/- per day** as holding charges, which include the charge

for looking after the Apartment, replace any fitting/s that may get stolen and to provide the Apartment in a proper condition when the Allottee comes to take possession thereof. This holding charge shall be applicable from the aforesaid date till the actual physical possession is taken by the Allottee.

- (g) In case of a fault found in the said Apartment, wherever possible, the same shall be rectified by the Promoter as per the terms agreed upon. After the expiry of period of 14 days from date of possession and in case no dis-satisfaction, as stated above, has been raised, it shall be presumed that the Allottee is fully satisfied with the said Apartment and the development
- (h) If the Allottee requests the keys to the Apartment for fit outs/ furniture/ fixtures purposes, the same would be handed over only on the receipt of the balance consideration and/or other residue charges if any. This shall not mean handing over of possession. If for whatsoever reasons the Allottee occupies the Apartment before issuance of occupancy certificate by concerned authorities and if it/ they (Authority/ies) charge compounding fees known as "Tadjod" for the said pre-occupation of the said Apartment by the Allottee, then in such circumstances where constructions stands legal and occupation declared illegal, the Allottee will be solely liable at his/her/their own cost to pay the said fee or any other charges thereto for his/ her/their own Apartment and proportionate share to common areas and the Allottee shall keep the Promoter indemnified for the same.

(i) **DEFECT LIABILITY**

- a) If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect or any defects on account of workmanship, quality or provision of service in the Apartment or the building/ Phase in which the Apartment is situated, then, wherever possible such defect/s shall be rectified by the Promoter (Builder/Promoter) at its own cost and in case it is not possible to

rectify such defect/s, then the Allottee shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the Act.

Provided the Allottee shall not carry any change in use or change in the original state and/or make any alteration of whatsoever nature in the said Apartment and/or in the building and/or Phase in which the said Apartment is located, which shall include, but shall not be limited to, columns, beams, etc. and/ or carry out any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in the toilet and kitchen, change of nature or state of things or items, things, fixtures, fittings, pathways/ runouts, breaking/ hammering on walls/ tiles, slabs, column, beams projections, section, elevations, entrances, plumbing, structural design, alteration, specifications, civil work of Apartment, plans, material alteration, flow, connectivity, dismantling, replacement of joints, snatching of fixed material or things, heaving, loading which will jeopardize RCC, Structure, walls, etc. which may result in the seepage of the water, cracks in the walls, without the prior written consent of the Promoter. If any of such works are carried out without the prior written consent of the Promoter, the defect liability shall automatically become void and the Allottee shall be liable for the consequences thereof used therein or any unauthorized change in the construction of the said building/ phase/ Apartment. Further, if due to the Act of the Allottee, there is a leakage of damage in the Apartment/s of the other/other Allottee/s, the responsibility of the repairs, etc. of such other Apartment shall be of the Allottee and not of the Promoter.

The word defect here means the manufacturing and workmanship defects caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear but defect caused by negligent use of Apartment by the occupants, vagaries of nature etc. It shall also not include damage caused to the Apartment due to an act of another Allottee in the Building/s. Provided further that it is

agreed that the described defect liability period under the Act shall be deemed to have commenced from the date of obtaining the handing over of the possession or from the date on which the Promoter has given the necessary intimation under this clause, to take possession of the Said Apartment, whichever is earlier. In such an event, the dispute will be required to be resolved between the Allottee and the person so concerned.

- b) It shall be the responsibility of the Allottee to maintain his/her/their Apartment in proper manner and take all the care needed including but not limiting to take care that the joints in the tiles in his Apartment are regularly filled with white cement/epoxy to prevent water seepage.
- c) Further where the manufacturer warranty, as shown by the Promoter (Builder/Promoter) and/or Manufacturer of goods/ items, fittings/ equipment etc. to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said building/ phase and if the annual maintenance contracts are not done/ renewed by the Allottee, the Promoter (Builder/Promoter) shall not be responsible for any defects occurring due to the same.
- d) The said Phase as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/ Manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it to be sustainable and in proper condition to continue warranty in both the Apartments and the common areas for the Phase wherever applicable.
- e) The Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the building/phase includes minor hairline cracks on the external and internal walls excluding the RCC structure, which happens due to variation in temperature of more than 20° C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. The Allottee agrees not to hold the Promoter (Builder/Promoter) and the Promoter liable for the same

- f) It is expressly agreed that before any liability or defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report of its findings to state the defects in material used in the structure built of the Apartment/phase and in the workmanship executed, keeping in mind the aforesaid agreed clauses of this Agreement. It is further agreed that in the event any damage is caused to the Apartment of another Allottee in the building due to an act of the Allottee, the Allottee herein shall alone be responsible to make good such damage/s.
- g) Defect liability is subject to assured, implied warranties and guaranties given by the manufacturer, maker as after delivery of possession to the Apartment holder/ Allottee as he is stepping into the shoes of Promoter in lieu of benefit of any warranties and guaranties, the Allottee is under obligation to do needful acts, deeds and things and/or make renewal in lieu of implied warranties and guaranties or to improve, maintain quality, performance, efficiency, workout of any guaranteed items, things etc. under warranty. In default whereof the defect liability of such things will be revoked, termed non-est or cancelled.
- h) In the event the Allottee/Purchaser fails and/ or neglects to take possession and/or fails to make all payments due and payable by the Allottee/Purchaser as agreed under this agreement within 15 days from the receipt of intimation given by the promoter to Allottee/purchaser regarding the completion of the said unit. , Notwithstanding the aforesaid, the date of the said written notice shall be deemed to be the "Date of Possession" and all the obligations of the Allottee /Purchaser related to the said unit shall be deemed to be effective from such date. The Allottee/Purchaser shall alone be responsible/liable in respect any loss or damage that may be caused to the said unit from the expiry of 15 days from the Notice of possession. The Maintenance Charges shall be applicable to Allottee from such deemed Date of possession.

8. ORGANIZATION:

- (a) Notwithstanding anything contained anywhere in this agreement or otherwise, the scheme being implemented on the said Land shall always be known and called as **“HAPPYCITY TALEGAON 2.0”** OR as decided by the PROMOTER and the same shall not be changed ever.
- (b) A single Co-operative Housing Society shall be formed and registered for all the buildings in the layout of the said Plot. The Promoter shall submit the application to the Registrar for registration of the Co-operative Housing Society under the provision of Maharashtra Co-operative Societies Act, 1960 or such other concerned statute or such informal apex body.
- (c) The Allottee/Purchaser along with other Allottee(s) /Purchasers of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/Purchaser, so as to enable the Promoter to register the common organization of Allottee/Purchaser. No objection shall be taken by the Allottee/Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Allottee/Purchaser, at his/her/their own costs, shall be bound from time to time to sign all the papers and documents and all other deeds as the Promoter may require him/her/them to do from time to time for safeguarding the interest of the Promoters and the Allottee/purchasers of the other premises in the said Buildings. Failure to comply with the

provisions of this clause will render this Agreement ipso facto void and stand terminated, revoked and cancelled. The Allottee/Purchaser shall ensure that as and when the Promoters shall so require, the Society shall pass the necessary resolutions confirmation the right of the Promoters to carry out additional construction works in and on the said Buildings and other structures on the said Property and also confirming the right to the Promoters to sell other premises and allot Car Parking Space in the building and in the said Parking constructed on the said property, as more particularly stated hereinabove in this Agreement.

9. CONVEYANCE:

- (a) The Promoter shall execute and/or cause to be executed conveyance of the project comprising of land and building/s constructed thereon, in favour of co-operative housing society on or before **31/12/2025**.
- (b) Provided that, after conveying the title to the association of Allottee/s/Purchasers as mentioned in in clause 8a, the 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.
- (c) Provided further that, in such case, the 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.
- (d) Under no circumstances, the Allottee/Purchaser shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee/Purchaser either to the Promoter or to any other agencies or authorities, is actually paid by such Allottee/Purchaser.
- (e) All the expenses relating to such conveyance such as stamp duty, registration fees and other incidentals shall be borne and paid exclusively by the Allottee/Purchaser.

10. ALLOTTEE/PURCHASER'S DECLARATIONS:

- (a) The Promoter herein has made full and true disclosures to the Allottee/Purchaser as to the title of the Promoter in respect of the said Land, construction of the building on the said Land, consumption of additional FAR/FSI by way of TDR or otherwise (if any), sanctioned plans for construction of the building on the said Land and such other matter relating thereto.
- (b) As required by the Allottee/Purchaser the Promoter herein has supplied all information to the Allottee/Purchaser herein and he/she is acquainted himself/ herself with all the facts as to the marketable title of the Promoter to the said Land, and the rights of the Promoter to develop the said Land, and after satisfaction and acceptance of title has entered into this agreement.
- (c) The Promoter, constructing the buildings on the said Property and/or adjoining property by amalgamation of the said Property with the adjoining properties in phase wise and no separate division or fencing or gate shall be provided to the each building. The Allottee/Purchaser of the unit in the said project have access to entire project. The Promoter, providing the amenities and facilities in the said project, by phase wise and same will be construct as per phase wise. The amenities provided in the adjoining land parcels or phases shall be common for all, and the Allottee/purchaser give his irrevocable consent to any other Allottee/purchaser to use the common amenities of any phase/adjoining land.
- (d) The Promoter herein has specifically informed to the Allottee/Purchaser and the Allottee/Purchaser herein is also well aware that the Promoter herein is developing the scheme on the said Land, with an intention to have the homogeneity in the scheme as to landscaping, height, façade, 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.

- (e) The Allottee/Purchaser are aware of the construction of said apartment type. The Allottee/Purchaser shall not make any structural changes or alteration or modification or cutting or chasing or core in any reinforced concrete structural member for any purpose in the apartment and shall not alter or remove any RCC structure of said apartment, and the building in which the same is situated. Similarly, the Allottee/Purchaser shall not change or alter or modify or remove elevation of the building. No changes in concealed electrical and plumbing work shall be done by the Allottee/purchaser herein. Any such changes made in the said apartment shall be the sole responsibility of the Allottee/purchaser himself and the Promoter shall be nowhere liable for any such changes done by the Allottee/ purchaser.
- (f) The Allottee/Purchaser herein declares that in the project, the Promoter herein are providing advance technology/ amenities/ material/ plant and equipment in common facilities and which has to be operated/ used by the persons in the project with due diligence and observe all types of safety.
- (g) The Allottee/Purchaser shall permit the Promoter and his surveyors or employee or agents with or without workmen and other, at all reasonable times to enter in to the said apartment or any part thereof and make good any defects found in respect of the said apartment or entire building or any part thereof.
- (h) 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 said Apartment by the Allottee/ Purchaser for any purposes other than for purpose for which it is sold.

- (i) Pay the Promoter within 15 days of demand by the Promoter, his share of security Deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment situated.
- (j) The Promoter has a right to and shall install at appropriate place at its discretion, a signage of the project name "**HAPPYCITY TALEGAON 2.0**", and at suitable place in the entrance of the building the names of the unit owners.

11. LOAN:

- (a) After the 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/Purchaser who has taken or agreed to take such Apartment.
- (b) The 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 Plot, for which the Promoter shall be entitled to create security either by way of mortgage or otherwise, on the said Plot in favour 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 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) However, in no circumstance the rights of the Allottee/Purchaser pertaining to the said Apartment shall be adversely be affected. The Promoter shall keep the Allottee/Purchaser duly indemnified

from repayment of such loan and/or consequences flowing therefrom with cost and expenses.

- (e) In the event of the Promoter availing such loan, the Promoter shall be entitled to call upon the Allottee/Purchaser to make payment of the balance amount payable by the Allottee/Purchaser to the 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 Promoter.

12. TERMINATION:

- A. In the event of Allottee /Purchaser committing any default in payment of the price of the said Unit and/or any other money by whatever name called, payable by the Allottee /Purchaser under this instrument and/or commits breach of any of the terms and conditions of this instrument, the Promoter shall be entitled to terminate this agreement, by issuing 15 (fifteen) days prior written notice to the Allottee /Purchaser by Registered Post AD at the address provided by the Allottee /Purchaser and mail at the e-mail address provided by the Allottee /Purchaser, of Promoter's 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 /Purchaser 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.
- 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 Promoter under this instrument after deducting there from
 - i 10% of the purchase price of said Apartment (which is to stand forfeited to the Promoters as liquidated damages)

- ii deduct Service Tax, VAT, GST and / or any other amount due and payable by the Allottee /Purchaser/s and / or paid by the Promoter in respect of the said Premises;
 - iii the taxes and outgoings, if any, due and payable by the Allottee /Purchaser in respect of the said Premises upto the date of termination of this Agreement;
 - iv the amount of interest payable by the Allottee /Purchaser to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
 - v However in case if the Promoter receive a credit/ refund of the service tax amount paid on this transaction, from the statutory authorities then in such a case the same shall be refunded by the Promoter to the Allottee /Purchaser without any interest thereon
- C. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of six months of the termination, the installments of sale price of the Apartment which may till then have been paid by the Allottee/Purchaser to the Promoter but the Promoter shall not be liable to pay to the Allottee/Purchaser any interest on the amount so refunded.
- D. Without prejudice to anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the 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.
- E. The Promoter shall, in the event of any shortfall, be entitled to recover the said amounts from the Allottee/Purchaser. The Promoter shall not be liable to pay to the Allottee/Purchaser any compensation, damages, costs or otherwise and shall also not be liable to reimburse to the Allottee /Purchaser any Government Charges such as Stamp Duty, Registration Fees, GST or any other

taxes etc. The amount shall be accepted by the Allottee/Purchaser in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises.

- F. The Allottee/s/Purchaser/s agree that receipt of the said refund by cheque from the Promoter by the Allottee /Purchaser by registered post acknowledgement due at the address given by the Allottee /Purchaser in these presents, whether the Allottee /Purchaser accept/s or encash/s the cheque/s or not, will amount to the said refund.

13. OTHER CONDITIONS:

- (a) The Allottee /Purchaser shall use the said Unit, only for its purposes for which the same is sanctioned by the Talegaon Dabhade Municipal Council, the concerned authority and/or permitted by concerned provisions of law, and for no other purposes.
- (b) The Allottee /Purchaser shall maintain the said Unit at his/ her own cost in good repairs and condition from the date of grant of possession of the said Unit is taken.
- (c) The said Unit shall be impartible, 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 Unit any goods which are of hazardous, combustible or dangerous in nature or which are against the rules, regulations, by-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 Unit or other Apartments 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 Unit and shall keep the said Unit in good and habitable condition and shall not demolish or cause to be demolished by act or omission, the said Unit 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 Unit or any part thereof, nor any alteration in the elevation and outside colour 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 Land 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, by-laws by any authority or by the said organization for "use" of the Units in the said scheme or in any other part of the said Land.
- (h) Notwithstanding anything contained anywhere in this agreement, the Allottee /Purchaser shall not:
 - demolish or cause to be demolished the apartment 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 apartment 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 apartment is located,
 - extend the said apartment or make any external attachments to the walls of the apartment 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 apartment,
 - 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 have potentials to damage the same or its operation nor to misuse the elevators.

14. MAINTENANCE, TAXES, CESS and OTHER CHARGES:

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

Provisional contribution towards common Maintenance for 2 Years.	Rs. _____/-
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- (a)** The said amount shall be maintained by the Promoter in a separate account, and shall be used and utilized by the Promoter only for common maintenance of the buildings, Amenities, common areas being constructed on the said Land.
- (b)** From the date of the letter given by the Promoter/ Promoter to the Allottee/ Purchaser that the said Apartment is ready for use and occupation, the Allottee/ Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the project on the said land such as 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, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the project.

- (c) In the event the Allottee/Purchaser fails and/ or neglects to take possession and/or fails to make all payments due and payable by the Allottee /Purchaser as agreed under this agreement within 15 days from the receipt of intimation given by the Promoter to Allottee /purchaser regarding the completion of the said unit, then such date of possession shall become deemed date of possession and the maintenance amount shall become due from the such deemed Date of possession.
- (d) The Allottee/Purchaser shall also pay the following amount to, and as and when called upon by the Promoter and in any case prior to delivery of possession of the said Apartment:

Water connection Deposit demanded by Grampanchayat /any other local body/concern authority/government	At actual.
Deposits demanded by Grampanchayat / any other local body/ concern authority/government for Registration/for any other purpose.	At actual

- (e) It is specifically agreed between the parties hereto that even if before completion of the entire scheme or sale of all units the Association be registered/formed, even then for the unsold premises/apartments/units the Promoter shall not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head.
- (f) The maintenance amount / outgoing charges mentioned above, shall include only following items:
 - 1. Housekeeping and cleanliness

2. Maintenance contracts of lifts, generators, Sewage Treatment plant (STP), Water treatment plants, pumping system, water pumps, CCTV cameras, Organic Waste Converter (OWC), overhead and underground water Tank cleanings, Fire Fighting Equipment's, PV solar System, intercom
 3. Running cost of all the equipment's and instruments above
 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, and play grounds and equipment's thereof
 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 fixtures.
 12. Elevator repairs & maintenance contracts along with lift inspection charges.
 13. Firefighting certification
 14. Operational and electricity charges for the common facilities like sewage treatment plant, WTP, OWC, etc. for the Society
- (g)** It is agreed between the parties that the said maintenance amount/ Outgoing charges mentioned above, shall not include the items mentioned below, and the Allottee/Purchaser and/or the society either individually or through any appointed agency, shall have to bear the following expenses, entirely from separate contribution made by the Allottee/s/Purchasers.

1. Society and managing committee administration,
 2. Insurance for building/ Apartments/ equipment's/ machinery, towards theft, fire etc. and any other such expenses,
 3. Sinking fund etc.
 4. Property taxes of individual building/Apartments and common amenities etc.
 5. Any other taxes, levies, cess etc. of the property,
 6. Any other statutory charges,
 7. Repairs of the building for leakages, seepage to the property or any part thereof.
 8. Wear and tear charges.
 9. Expenses of water as may be required to be purchased from private sources and all other related expenses.
- (h)** After the period mentioned herein, the Promoter shall be entitled to entrust maintenance of common areas and facilities to an *ad hoc* committee of Apartment Allottee/Purchasers appointed by the Promoter, subject to the liberty of the Promoter to entrust the maintenance even prior to the said period, in which case, the Promoter shall also entrust the balance remaining of the amount received from Apartment Allottee/Purchasers till then.
- (i)** The Allottee/Purchaser has understood the entire scheme of maintenance in detail. The Allottee/Purchaser 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 Allottee/s/Purchasers.
- (j)** It is also clearly understood that this shall not preclude the organization from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottee/s/Purchasers, provided the decision to that effect is duly taken by the organization.

- (k) Such organization shall be entitled to claim reasonable interest, on the arrears of such charges from the defaulting Purchasers, without prejudice to the other rights and powers of the organization.
- (l) Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or apartment purchaser organization 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 Purchaser shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or such organization, as the case may be. If in case water is purchased by Promoter through tankers, then in that circumstances the funds will deducted from the advance/ adhoc maintenance funds deposit.

15. CORPUS FUND:

The Allottee/Purchaser/s shall pay to the Promoter, the corpus fund @ at the amounting to **Rs. _____/- (Rupees _____ Only)** before handing over the possession of the said unit to the Allottee /Purchaser. The said amount shall be maintained by the Promoter in a separate account. Said amount shall be treated as a contribution of Allottee/purchaser toward the sinking fund required for smooth functioning of Society.

16. 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 Unit 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 Unit whichever, is earlier.
- b) If any tax/duty/charges/premium/cess/surcharge/betterment tax/ sales tax/transfer tax/turnover tax/works contract tax/service tax/

Maharashtra value added tax/VAT/GST/penalties *etcetera*, 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 Land or the said Unit or the said agreement or the transaction herein, shall exclusively be borne and paid (and the same is paid, reimburse) by the Allottee/Purchaser. The Promoter shall be entitled to recover the same from the Allottee/Purchaser together with interest thereon @ 18% per annum, in the event of failure on the part of the Allottee /Purchaser to reimburse and pay the same to the Promoter. There shall always be a charge of such amount on the said apartment.

- c) All levies stamp duty, registration fees, Legal fees, in respect of this agreement, conveyance, and any other document required to be executed in respect of and relating to the said Unit and/or the transaction under this agreement shall entirely be borne and paid by the Allottee/Purchaser.
- d) The Allottee/Purchaser hereby, indemnifies the Promoter and the apartment purchase organization from all such levies, cost and consequences arising therefrom.
- e) In the event of the Promoter being constrained to pay any tax or levy referred to above herein, the Allottee/Purchaser shall reimburse the same to the Promoter immediately. The 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 Promoter immediately. There shall be a charge of such amount on the said Apartment till its receipt by the Promoter.
- f) If at any time, after execution of this agreement, the increase in GST under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes / duty / charges / premium / cess / surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute / rule /

regulation notification order / 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 tenement or this agreement or the transaction herein, shall exclusively be paid / borne by the Purchaser/s. The Purchaser/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. The agreed consideration of the said unit / accommodation has been fixed by the parties hereto by considering the set off of GST as may be applicable from time to time and the Promoter has already passed on the benefit of set off of GST to the Unit Purchaser/s. It is therefore agreed between the parties hereto that the Promoter shall be entitled to get the set off / credit of the GST paid on these presents and the Unit Purchaser/s shall not have any claim over the same.

17. 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 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 Promoter till the concerned apartment is sold by it, and/or from the concerned apartment Allottee/purchaser prior to the date of purchase of the concerned apartment 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 Unit or of the said Land and the building or any part thereof. The Allottee/Purchaser shall have no claim save and except in respect of the said Unit hereby agreed to be sold to the Allottee/Purchaser,

and open spaces, parking's, lobbies *et cetera*, will remain the property of the Promoter until the said Land and the building save and except any part reserved by the Promoter, is transferred to the respective Allottee/Purchasers.

- (d) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of the time to the Allottee/Purchaser by the Promoter for anything, shall not be construed as waiver or acquiescence on the part of the 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 Promoter.
- (e) The Allottee/Purchaser shall not, without the written permission of the Promoter, let, sublet, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Unit or any part thereof, nor shall assign this agreement to any person unless the entire price of the said Unit and any other money payable by the Allottee/Purchaser under this agreement till then is received by the 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/Purchaser shall permit the Promoter and its surveyors or agents with or without workmen and other, at all reasonable times to enter into the said Unit or any part thereof and to make good any defects found in respect of the said Unit or the entire building or any part thereof.
- (g) The Allottee/Purchaser shall present this agreement at the office of the concerned Sub-registrar, Maval, for registration within the time prescribed by the Registration Act and upon intimation thereof by the Allottee/Purchaser, the 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.

18. MISCELLANEOUS:

- I. The agreed consideration of the present transaction is **Rs._____/-**. The Allottee/purchaser has paid Stamp Duty of **Rs._____/-** along with Registration Charges of **Rs._____/-** on the said Agreement.
- II. Except otherwise provided herein, or the context otherwise requires, this agreement shall always be subject to the provisions of the Real Estate Regulation Act, 2016.
- III. The said apartment has been purchased as per the provision of the Article 5 (g-a) (ii) of the Bombay Stamp Act, 1958 by the said Allottee/purchaser. The said Allottee/purchaser has paid the agreed consideration as mentioned in this agreement from time to time by way of investment for which the Allottee/purchaser herein is entitled for adjustment of the stamp duty which is paid on this agreement on the conveyance or agreement to sell to subsequent Allottee/purchaser.

O-O-O-O-O

STAMP DUTY PARTICULAR

Stamp duty is paid on **Rs._____/-**.i.e. **Rs._____/-**

SCHEDULE.1

(Description of the said "**LAND**")

All that piece and parcel of the land admeasuring Hectare 0 - 66Are (6600 sq.mt) lying on out of the land bearing Survey No. 542 (new) Hissa No.1 (previously bearing Survey no. 725) CTS No. 4645, in all total land admeasuring about "Hectare 00 – 66 Are", situate at Town Talegaon Dabhade, Taluka Maval, District Pune, within the limits of Registration District of Pune, Sub Registrar, Vadgaon Maval, and the Municipal Council of Talegaon Dabhade, and which is bounded by as under:

East - Part of Survey No.542/1, owned by Balasaheb Rikame and Ananda Rikame

South - Survey No. 78

West - Survey No.536, Dyaneshwar Nagari & Road

North- Portion out of Survey No. 542/2 & Road

together with all, every and permissible floor area ratio/ floor space index originating from the physical area of the said Land, so also additional such floor area ratio/ floor space index by way of transferable development rights or otherwise,

Together with road, easements, appurtenances, plants, trees, shrubs, stones, things, ingress, egress, ancillary and other incidental rights thereto.

together with all the rights, title, interest, easements, accesses, pathways, ingress, egress, trees, shrubs, sand, stones and things lying in or thereon, and all other ancillary and supplementary rights, title, interest and claims in the said Land.

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SCHEDULE.2

(Description of the said "**APARTMENT**")

Residential Apartment	_ - ____
Building	__ Building
Floor	____ FLOOR
Area	Apartment Carpet Area ____ Sq.mt.
Exclusive Facility	Enclosed balcony area admeasuring ____ Sq.mt. Terrace area admeasuring ____ Sq.mt.

together with all, every and permissible floor area ratio/ floor space index originating from the physical area of the said Land, so also additional such floor area ratio/ floor space index by way of transferable development rights or otherwise,

Together with road, easements, appurtenances, plants, trees, shrubs, stones, things, ingress, egress, ancillary and other incidental rights thereto.

together with all the rights, title, interest, easements, accesses, pathways, ingress, egress, trees, shrubs, sand, stones and things lying in or thereon, and all other ancillary and supplementary rights, title, interest and claims in the said Land.

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SPECIFICATIONS

R.C.C

- Earthquake resistant RCC structure.

Plumbing

- Concealed plumbing with CPVC
- Standard quality CP fittings and Sanitary fittings

Kitchen

- ceramic tile dado up to 2' above the platform
- Granite platform with SS sink

Bathroom/Toilet

- Mat finish ceramic tiles for toilet & bathroom

Doors/Windows

- Main Door – Good quality laminated flush door
- Bedroom & Toilet - Good quality flush door with oil paint
- Terrace Door – Powder coated Aluminum sliding door with mosquito net
- Powder coated aluminum windows with decorative M.S. railing for terrace

Flooring

- Fully vitrified tiles – 2'x 2' in living, Kitchen, Bedroom with skirting
- Mat finish ceramic flooring in terrace & dry balcony

Electrification

- Concealed fire-resistant copper wiring of Finolex or Polycab / equivalent brand
- Modular switches of Vinay or equivalent brand
- Provision of AC in Master Bedroom for 2 BHK
- DB with MCB
- Provision of exhaust fan in Kitchen & Bathroom
- Provision for TV & Telephone Connection in living room
- Provision for inverter connection

Paints

- External standard quality acrylic emulsion paint
- Internal standard quality OBD paint

COMMON AMENITIES

- Club House
- Children's play area
- Jogging track

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Annexure -I,

(The copies of the certificate of title issued by the Advocate)

Annexure - II

(Extract of VF 7, 7A/12,)

Annexure - III

(Authenticated copies of the plans of the layout as approved by town planning/PMRDA)

Annexure- IV

(Commencement certificate)

Annexure- V

Concerned extract of the approved floor plans is.

Annexure- VI

(Details of Construction of the entire Project as per sanction plan.)
Details of buildings as per Sanction and Proposed for the said Project.

Sanction buildings	No. Stilt parking	no. of floors sanction	No. of floors proposed
A	1	10	10
B	1	10	10
C	1	10	10
D	1	9	9
E	1	9	9
Club House	0	Ground + 1	NIL

Annexure –VII

(Broad time schedule of various Buildings and Common facilities)

Broad Time Schedule of completion of project		
Proposed Phase	Proposed Buildings in a designated phase	Proposed completion Dates
Phase I RERA No - _____	A, B, C, D, E	29/06/2025

Annexure – VIII

(RERA Registration Certificate.)

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M. P. Chaudhary, Advocate

101-Anshkrupa, Holy Cross Road, Pune 411014.

CERTIFICATE OF TITLE

I have caused search to have been taken relating to, and investigated the title of the Promoter to the said Land (described in SCHEDULE.1 above) by perusing relevant documents relating thereto, and furnished title report dated 31.12.2021.

As stated in the said title report, were of the opinion that

- (a) the Promoter is the owner of the land as enumerated in the said title report and also in the table given in the recital above,
- (b) the said Land is free and marketable,
- (c) the Promoter is entitled to develop the said Land by constructing a building/s thereon, comprising of independent Units for residence and commerce, and to enter into this agreement to sell with the intending purchaser.

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In witness whereof, the parties hereto have signed and executed this **Agreement to Sell** on the date and at the place herein before first mentioned.

MR. SHAILESH KANTILAL SHAH AND / OR MRS. RITA DEEPAK SHAH (represented by its duly authorized Partner of NAMRATA DEVELOPERS; the PROMOTER)	
Photograph	LHTI and signature HAPPYCITY TALEGAON 2.0 – __/__

1. MR. _____ (Allottee/Purchaser)

Photograph	LHTI and signature
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2. MRS. _____ (Allottee/Purchaser)	
Photograph	LHTI and signature

Witness 1	Witness 2
Ms. _____ Pune Sign.	Mr. _____ Pune Sign.